



Cement Corporation of India Limited

(A Govt. of India Enterprise)

Core V, SCOPE Complex, 7 Lodhi Road

NEW DELHI-110 003

CIN-U74899DL1965GOI004322

TENDER ENQUIRY

SPEED POST/COURIER

REF: Your letter no. CO/MINE/NYO/2018 – 19
M/s .

Dated: - 11.09.2018

SUB- Tender for Preparation of Computerized coloured drawings using AutoCAD or any other computer programme in respect of Nayagaon Cement Factory 2 (two) mines, related survey works including DGPS as per statute and preparation of mining plans for submission and approval to Indian Bureau of Mines (IBM) lease areas 336.850 hectare at Nayagaon and surrounding villages and 163.602 Hectare at Khera rathore & Khor villages .

Dear Sirs,

Tender is invited for Preparation of Computerized coloured drawings using AutoCAD or any other computer programme in respect of Nayagaon Cement Factory 2 (two) mines, related survey works including DGPS as per statute and preparation of mining plans for submission and approval to Indian Bureau of Mines (IBM) lease areas 336.850 hectare at Nayagaon and surrounding villages and 163.602 Hectare at Khera rathore & Khor villages as per the Terms and Conditions (Annexure: I) of our Tender. You are requested to submit your offer in sealed cover so as to reach us on or before **27.09.2018 upto 3:00 PM** superscribing the envelope with our Enquiry No.CO/MINE/NYO /2018 -19 and the due date. The tender will be opened on the same day at 3:30 PM.

1. The validity of the offer should be kept open for acceptance for 4 months from the date of opening of techno- commercial bid.
2. The price bid should be submitted only as per CCI price bid format otherwise the tender is liable for rejection.

Please confirm your participation by return post.

Yours faithfully
For Cement Corporation of India Ltd.

Executive In-charge (NYO)

List of Annexure

The tender documents comprise of following:-

| | |
|----------------|---|
| Annexure-A-II | Covering letter which must be submitted by tenderer duly filled in. |
| Annexure-A-III | Part-I - Instruction to tenderers |
| Annexure-A-IV | Part-II- General terms & conditions |
| Annexure-A-V | Part-III- Special terms & conditions |
| Annexure-A-VI | Price Bid Performa (Price schedule) to be submitted duly filled in on-line as Part-B |
| Annexure - A | Declaration that the following officer of the Corporation are related to me/ no officer of the Corporation is related to me |
| Annexure -C | Unexecuted/Present Contracts/ Jobs in hand |
| Annexure – D-3 | Details of Orders executed in last three years |
| Annexure -I | Integrity Pact. |

COVERING LETTER WHICH MUST BE SUBMITTED BY THE TENDERER DULY FILLED IN & SIGNED

Ref. :.....

Date:

SPEED POST/COURIER

To, Addl.General Manager (NOU)
Cement Corporation of India Ltd.
Core-5, SCOPE Complex
7-Lodi Road,
New Delhi-110 003

Sub. : Preparation of Computerized coloured drawings using AutoCAD or any other computer programme in respect of Nayagaon Cement Factory 2 (two) mines, related survey works including DGPS as per statute and preparation of mining plans for submission and approval to Indian Bureau of Mines (IBM) lease areas 336.850 hectare at Nayagaon and surrounding villages and 163.602 Hectare at Khera rathore & Khor villages .

REF: Your letter no. CO/MINE/NYO/2018 – 19

Dated: - 11.09.2018

Dear Sir,

With reference to your tender for the above work, We/I hereby submit our/my tender as per instructions in the tender documents.

A. The following documents duly filled in and duly signed and stamped, are enclosed with our Tender documents.

1. One copy of your terms and conditions duly signed and stamped on each page in token of acceptance of the same in its entirety.
2. Payment Acknowledgment Slip of RTGS/ NEFT transaction towards Earnest money of Rs 20,000/- (Rupees twenty thousand only) in the form of RTGS/ NEFT No..... datedin favor of Cement Corporation of India Ltd., New Delhi.
3. Declaration that the following officer of the Corporation are related to me/ no officer of the Corporation is related to me (Annexure –A)
4. Unexecuted/Present Contracts/ Jobs in hand (Annexure–C)

5. Details of Orders executed in last three years (Annexure–D-3)
6. A copy of our/my Latest Income Tax Return and PAN card.
7. Price Bid duly filled in and signed and stamped as per Annexure-II of your Tender documents.
8. Integrity Pact. (Annexure –I)

We/I hereby declare that We/I have not been debarred from tendering for contracts in any of the departments of Govt./Semi Govt./Public Sector Undertaking and Local Bodies.

We/I certify that the information given by us/me in the tender documents is correct and if at any stage the same is found to be incorrect, the contract will be liable to be terminated/ rescinded and action may be taken against us/me by the Corporation for damages.

We are/I am duly authorized /empowered to sign all the tender documents.

- a) Name of the Tenderer:
- b) Full Postal Address:
-
-
- c) Telegraphic Address : Telex : Fax :
- d) Phone: Office..... Residence :..... Mobile :
- e) E-mail :
- Yours faithfully,

Signature :

Name :

(Signature of the Tenderer with Seal)

WITNESS(ES) (Signature, Name & Address):

1. Signature :
- Name :
- Address :
-
- 2 .Signature :
- Name :
- Address :
-

CEMENT CORPORATION OF INDIA LTD.

(A GOVT.OF INDIA ENTERPRISE)

PART – I : INSTRUCTIONS TO TENDERER :

1. GENERAL:

- a) The tender should be addressed to the officer who has invited the tenders.
- b) Any offer made in response to this tender, when accepted by the Cement Corporation of India Ltd., will constitute a contract between the parties.

2. SUBMISSION OF TENDER:

2.1 Every tender shall be made out in English. All amounts shall be indicated by tenderer in figures as well as in words. When there is any difference between prices quoted in figures and words, lower of the two shall prevail. Tender should be free from over writings. All corrections and alterations should be duly attested by the Tenderer. The word “NOT QUOTED” should be written against item in the schedule for which the tenderer does not wish to quote.

2.2 Tender is to be sent by post or deposited in tender box kept for this purpose in the office of CCI so as to be available within the due date and time fixed, in a sealed envelope in the manner prescribed below:

- i) Techno-Commercial terms and conditions should be sent in a separate sealed cover and should be superscribed as “TECHNO-COMMERCIAL BID”.
- ii) The Price portion should be sent in a separate sealed cover and should be superscribed as “PRICE BID”.
- iii) Both these sealed covers should be sent in a separate sealed cover and all the envelopes should be marked as under:-

A) Offer for

B) CCI’s Tender No.....

C) Date of opening of Tender.....

- iv) In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof. In the event of the absence of any partner,

it must be signed on his behalf by a partner holding power of attorney authorizing to do so.

- v) In the case of a company, the tender should be signed in the manner as laid down in the said Company's Article of Association.
- vi) A true copy of the partnership deed (and Articles and Memorandum of Company) duly attested should be furnished.
- vii) Tenders received after the specified time & date are liable for rejection.

2.3 Tenders not submitted in the prescribed formats and not completed in all respect are liable to be rejected.

2.4 The tender documents are non-transferable.

2.5 The tender with terms and conditions in Part-I, II, & III duly signed on each page shall be sent along with EARNEST MONEY DEPOSIT and not be kept in the PRICE BID, but SHALL be enclosed with the COMMERCIAL BID.

2.6 Tenderers shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their tenders even though the Corporation may decide to withdraw the "Invitation of Tender" or reject any/all tender(s) without assigning any reasons thereof.

2.7 Tenderer must submit copy of his latest Income Tax Clearance Certificate / Latest Income Tax Return from appropriate Income Tax Authority in the form prescribed there for duly attested by a Gazetted Office.

2.8 Other conditions:

- i) The tenderer has/have to declare that he/they have not been debarred from tendering for contracts in any of the departments of Govt./Semi Govt./Public Sector Undertaking and Local Bodies.
- ii) The tenderer has to certify that the information given by him/them in the tender documents is correct and if at any stage the same is found to be incorrect, the contract will be liable to be terminated/ rescinded and action may be taken against him/them by the Corporation for damages.
- iii) In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof. In the event of the absence of any partner, it must be signed on his behalf by a partner holding power of attorney authorizing to do so.
- iv) In the case of a company, the tender should be signed in the manner as laid down in the said Company's Article of Association.
- v) A true copy of the partnership deed (and Articles and Memorandum of Company) duly attested should be furnished.
- vi) Tenders received after the specified time & date are liable for rejection.

- vii) Tenders not submitted in the prescribed formats and not completed in all respect are likely to be rejected.
- viii) The tender documents are non-transferable. Only those firms can participate in whose name the tender has been sold.
- x) Tenderers shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their tenders even though the Corporation may decide to withdraw the “Invitation of Tender” or reject any/all tender(s) without assigning any reasons thereof.

3. OPENING OF TENDER:

- a. Tenders will be opened on the specified date and time in the office of the Officer inviting the tender or as directed by him, in the presence of such of those tenderers who may choose to be present. The representatives will have to establish their identity to the satisfaction of the Corporation by producing introductory letters from the firm/company. Otherwise they may not be allowed to be present at the tender opening.
- b. The tenders which are not received in separate covers as explained above are liable for rejection.

4. CLEAR UNDERSTANDING:

When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully about the requirement, terms and conditions. No extra payment will be made or any other claim whatsoever entertained on the pretext that the tenderer did not have a clear idea of any particular point(s)

5. VALIDITY OF OFFER:

Tender shall remain open for acceptance for 120 days or as may be specified from the date of opening of commercial bid. No revision/modification in the tendered rate will be allowed during the period of original validity of tender or the extended period except for any reduction/ revision as may be asked for specifically by CCI during negotiations.

6. REFERENCE LIST:

The tenderer(s) should submit along with their tender(s) the list of unexecuted orders in hand, if any, for same/similar jobs and period by which jobs are proposed to be completed (Performa enclosed Annexure ‘C’)

7. AWARD OF CONTRACT:

- a) The Corporation reserves the right:

- i) To accept in its sole and unfettered discretion any tender for whole or part quantities/ part work or to reject any or all tenders without assigning any reasons thereof and without entitling the tenderer to any claim whatsoever.
 - ii) To award the contract to one or more number of firms, either at equal price or on different prices.
 - iii) To enter into parallel contracts simultaneously or at any time during the period of the contract with one or more tenderer(s) as the Corporation may deem fit.
 - iv) To place adhoc order simultaneously or at any time during the period of the contract with one or more tenderer(s) for such quantity and for such jobs as the Corporation deem fit.
- b) Normally no price negotiation will be conducted. Tenderers are advised to quote lowest rates on firm basis in their offers.
- c) Firms which have failed to fulfill earlier contractual obligations may not be considered.
- d) If no separate agreement has been signed by the parties to the contract, the LOI/ Order resulting from this tender including all negotiation and detailed order to be issued subsequently, with its terms and conditions and stipulation as agreed to by the tenderer and to the extent modified during negotiations, constitutes the contract agreement relating to the work between the successful tenderer and the Corporation and the parties shall be bound by the terms and conditions and all provisions of this contract.
- e) The Corporation does not bind itself to accept the lowest or any tender to assign any reason for non-acceptance of the same.
- f) The Corporation shall mean and include the administrative and executive officers of its Corporation Office at New Delhi as well as of factories/ projects as the case may be who are identified to deal with matter relating to this contract on its behalf.
8. In case of the due date of sale/ submission/opening of tender falling on Government holiday(s), the succeeding working day/date will be treated as due day/date automatically. However, the time will remain unchanged.
9. The tenderer should have adequate experience in the related field and should furnish supporting documents giving details of similar job executed during last three years.

10. INTEGRITY PACT & IEM:

- 10.1 The tenderers should go through the Integrity Pact (Annexure-I) in detail and should submit the same, duly signed by Proprietor/Director/Partner. The conditions of the Integrity Pact, shall be applicable, during the period of the contract or extension thereof. In case the contract is sub-let by the successful Tenderer with

the permission of the Corporation, the Principal Contractor/successful Tenderer shall take responsibility for adoption of Integrity Pact by the sub-contractor.

- 10.2 The person signing Integrity Pact shall not approach the court while representing the matters to IEM & he/she will await their decision in the matter.
- 10.3 To oversee the compliance under the Integrity Pact, the following Independent External Monitor (IEM) has been appointed:

Shri Prasenjit Mukerjee
Former Deputy Comptroller and Auditor General (Retd.)
House NO. : Flat No. 1201,
Tower E, Bestech Park View Spa
Sector -47
Gurgaon -122001 , Haryana
E-mail ID: prasenjitm@hotmail.com
Phone No: +91 - 9717771630

- 10.4 The stake holders may approach the IEMs regarding any unethical terms/ practices of the organization.
 - 10.5 The IEM would examine all complaints received by them.
 - 10.6 The IEM are supposed to resolve issues raised by an Intending bidder regarding any aspect of the tender which allegedly restricts competition or displays bias towards some bidders.
 - 10.7 Vendors/ Bidders having any grievance/ complaint relating to the tender at any stage may approach the IEM directly, preferably by email. The IEM will look into their grievances/ complaints promptly, objectively and independently.
11. **MSME ACT-** As per MSME Act-2012, 20% of the total tendered quantity shall be reserved for the vendors, registered with MSME, with quoted landed cost within the band L-1 +15%, provided they agree to supply at the landed cost of L-1. Out of the 20% of tendered quantity, 20% shall be reserved to the MSME entrepreneurs' with SC/ST category. For award of this quantity, the vendors shall have to submit the valid MSME certificate (with SC/ST category, if any) along with the techno-commercial bid of the tender. This shall be possible only if the L-1 bidder is not MSME. In case of more than one such MSME, the quantity shall be shared proportionately.
 12. **START UP INDUSTRIES-** For industries who have started the business during last 3 financial years, the submission of the credentials like audited balance sheets,

performance certificates for materials supplied during last 3 years may not be mandatory for the purpose of meeting the eligibility criteria of the tender. They can submit the documents for the financial years during which their plant was in operation. However the list & documents of plant and machineries etc. are required to be submitted.

**CEMENT CORPORATION OF INDIA LTD
(A GOVT. OF INDIA ENTERPRISE)
PART-II: GENERAL TERMS AND CONDITIONS**

1.0 EARNEST MONEY DEPOSIT:

- 1.1 All tenderers including those registered with the Corporation should furnish earnest money, as specified, by way of RTGS/NEFT in favor of Cement Corporation of India Limited, New Delhi. The Tenderes can submit the requisite EMD in our registered Bank Account (DENA Bank). The Bank Details for the purpose of RTGS/NEFT is furnished hereunder. Tender received without the Earnest money deposit, as specified in the tender, will be liable for rejection. Any other money held by or pending with the Corporation against any other contract will not be generally adjusted/ treated as EMD for this tender.

Bank Name: DENA Bank
Account No: 105011021071
IFSC Code: BKDN0711050

- 1.2 Earnest money will be forfeited if the rates are revised/or modified upward during the validity period or extended period. Earnest money will also be forfeited if the security deposit is not furnished within 15 days from the date of LOI or work not started after acceptance of the tenderer's offer by CCI.
- 1.3 The Earnest money deposit will not bear any interest.
- 1.4 The Earnest money deposit of successful tenderers would be adjusted towards the Security deposit and that of others will be refunded, except in the cases mentioned in 1.2 above and mentioned in Clause 2.3 below.
- 1.5 Public Sector Undertakings (Central/State) and SSI units registered with NSIC and MSME are exempted from submission of Earnest money deposit. The MSME and SSI units shall furnish a documentary proof to the effect that they are registered with NSIC along with the tender documents.

2.0 SECURITY DEPOSIT:

- 2.1 The amount of Security deposit as specified in the terms and conditions of the tender / LOI shall be deposited by the successful tenderers within 15 days of acceptance of offer i.e. issue of Rate Contract/P.O.
- 2.2 Failure to furnish Security Deposit in accordance with the conditions of the tender i.e. within 15 days of the acceptance of offer/issue of Rate Contract/P.O. will be considered to be breach of contract which would give the Corporation the right to terminate the contract and forfeit the EMD amount. For such breach of contract, the Corporation will

also be entitled to take any other course of action against the successful tenderer as it may deem fit like stoppage of business dealings/ debarring from tendering, etc.

- 2.3 The Security deposit may be made either by RTGS or bank guarantee in favour of Cement Corporation of India Ltd. from any nationalized bank in the prescribed form valid for a 6 months beyond the date of completion of contract with a further claim period of 3 months. The Earnest money deposit in the form of RTGS will be adjusted towards portion of security deposit, in the case of successful bidder.
- 2.4 If work is not started after acceptance of tenderer's offer, EMD/SD will be forfeited.
- 2.5 In the event of any approved upward revision in the value of the contract the successful tenderer will, on receiving intimation, make further deposit as specified by the Corporation towards the increased value of the contract.
- 2.6 The security deposit will not bear any interest. The Corporation reserves the right to adjust security deposit towards any amount due to it from the successful tenderer against this contract or against any other contract with this Corporation and in such an event the successful tenderer on receipt of notice from the Corporation shall make further deposit to restore the security deposit to the full amount.
- 2.7 The security deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Corporation, should the successful tenderer either fail to complete the jobs assigned to him/them as per agreed time schedule or to fulfil his/their contractual obligations or to settle in full his/their dues to the Corporation.
- 2.8 The Corporation is empowered to deduct from the security deposit or from any other outstanding amount any sum that may be fixed by the Corporation as being the amount of loss or losses or damages suffered by it due to delay in performance or non-performance of any of the conditions of the tender/contract. The Corporation will, however, not be bound to prove any demonstrable loss or damages suffered
- 2.9 The Corporation shall have a lien over all or any money that may become due and payable to the contractor under this contract or any other contract or transaction of any other nature either all alone or jointly with other and unless the Contractor pays and clears the claim of the Corporation immediately on demand, the Corporation shall be entitled at all times to deduct the said sum due from the contractor from any money/security deposit with which may have become payable to the contractor or may become due at any future date under this contract or any other contract or transaction whatsoever between the contractor and the Corporation without prejudice and in addition to the other rights of the Corporation to recover the amount of any such claim by other remedies legally available.
- 1.10 Bank Guarantee as required under this contract or agreed to against any advance made by the Corporation/ contract performance/equipment performance/ guarantee etc.

shall be extended by the Contractor whenever so required by the Corporation and without any question for covering the period of completion and finalisation of work, performance etc. Failure to do so shall entitle the Corporation to encash the bank guarantee against it towards any dues, recoveries L.D. etc.

3.0 MEMBER OF THE CORPORATION NOT INDIVIDUALLY LIABLE:

No Director or official or employee of the Corporation shall in any way be personally bound or liable for acts or obligations of the Corporation under the contract or answerable for any default or omission in observance or performance of any of the acts, matters or things which are herein contained.

4.0 CORPORATION NOT BOUND BY PERSONAL REPRESENTATION:

The contractor shall not be entitled to any increase in the rates or any other right or claim whatsoever by reason of any representations, explanation or statement or alleged representation, promise or assurance given or alleged to have been given by any employee of the Corporation.

5.0 NON-PERFORMANCE OF CONTRACT/CANCELLATION OF CONTRACT/ RIGHT OF THE CORPORATION:

5.1 The Corporation reserves the right to cancel the contract if the contractor fails to carry out the jobs assigned to him as per contract and as per the instructions given by authorized representative of the Corporation. In addition, Corporation may also take any other remedial measures in such an event as described hereunder.

5.2 Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the tenderers, their partners agents or servants to any officer servant or representative of the Corporation for obtaining or for execution of this or any other contract or for receiving payments under the contract shall in addition to the criminal liability he may incur will subject to tenderer to cancellation and the Corporation shall be entitled to deduct the amount so payable from any money otherwise due to the tenderer under this or any other contract. Any question or dispute as to whether the tenderers have incurred any liability under the clause shall be settled by the Corporation in such manner and on such evidence of information as it may deem fit and sufficient and the Corporation decision in this regard shall be final and conclusive.

5.3 In case of any compelling circumstances or for any other reasons and in the opinion of the Corporation, the contract needs to be determined and terminated at the stage during the execution, the Corporation shall be entitled to do so, giving one month's notice in writing. In such an eventuality, no compensation whatsoever for any arrangement is made by the contractor or for any liabilities incurred by him or any

consequential loss will be payable by the Corporation except the payment for work actually done at contracted rates, after making good all dues recoveries L.D. if any etc. CCI also reserves its right to suspend the contract for any compelling reasons if in the opinion of the Corporation it is so required. In such an eventuality, the time of completion will be extended to the extent of suspension period but no claim whatsoever for any damages, increase in rates, idle wages machinery etc. will be payable to the contractor.

- 5.4 The Corporation also reserves the right to make risk purchase from the open market by tender or by any other mode of purchase at the risk and cost of supplier in respect of such quantities that the supplier fails to deliver in accordance with the schedule of delivery agreed to, after giving due notice to the supplier.

6.0 SUB-LETTING OF CONTRACT:

The contractor shall not sublet or assign this contract or any part thereof without obtaining prior written permission of the Corporation. In the event of the contractors subletting or assigning the contract or any part thereof without such permission, the Corporation shall have the right to rescind the contract and contractor shall be liable to the Corporation for any loss or damage which the Corporation may sustain in consequence or arising out of such cancellation. Even, in case subletting is permitted by the Corporation the party to whom subletting is proposed, will be subject to approval of the Corporation. However, the Corporation will not recognize any contractual obligations with the persons or party to whom the contract has been sublet including compensation under workman's compensation Act and the Contractor will be held responsible for the satisfactory, due and proper fulfillment of the contract.

7.0 CHANGES IN CONSTITUTION:

7.1 Where the contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Corporation which may be granted only upon furnishing of a written undertaking by the partner to perform the contract and accept all liabilities incurred by the firm and under the contract prior to the date of such undertaking.

7.2 On the death or retirement of any partner of the Contractor's firm before complete execution and performance of the contract, the Corporation may, at its option rescind the contract and in such case the contractor shall have no claim, whatsoever, for compensation of any kind, consequential loss etc. against the Corporation.

7.3 Without prejudice to any of the rights or remedies under this contract, if the contractor is a proprietorship concern and proprietor dies during the subsistence of the contract, the Corporation shall have the option to terminate the contract without paying compensation of any kind consequential loss etc. to any claimant i.e. legal heirs and successors.

8.0 FORCE MAJEURE CONDITIONS:

- 8.1 If any time during the continuance of the agreement/contract it becomes impossible by reasons of war, or war like operations, strikes, lock-outs, riots, civil commotion, epidemical sickness, pestilence, earthquake, fire, storm, or floods, the contractor shall during the continuance of such contingencies, not be bound to execute the contract during this period as per agreement/ contract time schedule. The work shall be resumed immediately the contingencies has have ceased or otherwise determined and contractor's obligations shall continue to be in force for correspondingly extended period after the resumption of execution. The contractor shall however, inform the corporation by registered post about such acts at the beginning and end of the above causes of delay within ten days of occurrence and cessation of such force majeure conditions.
- 8.2 In the event of delay lasting over one month, if arising out of cause of force majeure the Corporation reserves the right to cancel the order/ contract without any compensation whatsoever, and/or any consequential loss etc.
- 8.3 Only events of Force Majeure which affect the work at the time of its occurrence shall be taken into cognizance. The Corporation shall not be liable to pay any extra costs or increased rates due to delay under Force Majeure conditions. Only appropriate extension of time will be granted.

9.0 NOTICE:

- 9.1 Any notice hereunder may be served on the contractor by registered post/ mail at his last known address. Proof of issue of any such notice at this address shall be conclusive proof of having received the notice by contractor.

10.0 DISPUTE UNDER THIS CONTRACT AND ARBITRATION:

- 10.1 In the event of any question/ dispute, breach or difference arising in respect of the meaning and scope of terms & conditions herein or in connection with any matter under this agreement (except for those matters which are to be decided as per provisions made in these terms & conditions), the same shall be referred to the Chairman-cum-Managing Director of Cement Corporation of India Limited for appointment of a Sole Arbitrator. There will be no objection if the Arbitrator so appointed is or was an employee of the Corporation and whether he had at any time in discharge of his duties as an employee had expressed views on all or any of the matters in dispute or difference or dealt with the matter in substance. The Arbitrator shall give award with reasons in respect of each claim, dispute or difference referred to him in the event the value of the dispute(s)

exceeds Rs.50,000/-. The award of the Arbitrator shall be final and binding on the parties to this contract.

10.2 Subject to aforesaid the Arbitration & Conciliation Act, 1996 and the rules made thereunder and any statutory modifications thereof for the time being in force shall apply to the arbitration proceedings under this clause.

10.3 The work under the contract shall be continued uninterrupted during the pendency of the arbitration proceedings and no payment due from one to the other parties therein shall be withheld on account of pendency of such proceedings unless such payment related to the matter under arbitration.

10.4 The venue of the arbitration shall be New Delhi or such other place as the arbitral tribunal at his discretion may determine.

11.0 JURISDICTION:

11.1 It is hereby agreed by the parties here to that only courts at New Delhi/ Delhi shall have Jurisdiction to decide or adjudicate upon any dispute which may arise out of or be in connection with this agreement.

12.0 LAWS GOVERNING THE CONTRACT:

12.1 This contract shall be governed by the laws of Union of India in force.

13.0 WAIVER NOT TO IMPAIR THE RIGHT OF THE CORPORATION:

13.1 Any delay in exercising or omission to exercise any right, power or remedy accruing to the corporation upon any default under this contract shall not impair any such right, power or remedy or shall be construed to be inaction of the Corporation in respect of any such default or any acquiescence by the Corporation effect or impair any right, power or remedy of the Corporation under this contract.

14.0 CONDITION GIVEN BY THE TENDERER:

14.1 With the acceptance of the terms and conditions described in this tender any terms and conditions given by the tenderers contrary to those conditions shall be treated as withdrawn by the tenderer(s).

15.0 OTHER COMMERCIAL TERMS AND CONDITIONS

15.1 PRICES:

- a) Prices quoted shall be firm during the tenure of the contract and shall be inclusive of GST, i.e. and would be on F.O.R. station of dispatch/ destination as the case may be.
- b) Any statutory levy / variation in the GST on the items ordered (final finished items for which rates are quoted) at the rates prevailing on the date of scheduled delivery or at the rates prevailing on the date of supply whichever is lower, shall be borne by the Corporation. However, supplier has to furnish documentary evidence i.e. Notification for such levy/variation.
- c) Prices are to be quoted on firm basis and there shall be no variation of the same during the period of contract unless specifically agreed to and provided in the contract.
- d) If the dispatches are made within the scheduled time, prices as per the contract will be payable. However, if the dispatches are delayed, the Corporation will have the option to either charge liquidated damages or rate difference calculated on the basis of prices pertaining to the schedule date of dispatch and/or prices applicable to the actual date of dispatch i.e. prevailing rate, whichever is higher i.e. ordered value minus liquidated damages or prevailing rate whichever is lower, will be paid. However, extension in the validity of the contract will be required if the dispatches are made after expiry of the contract. If at any time, during the said period, the supplier reduces the sale price of such stores or sell such stores to any other person at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the Corporation and the price payable under the contract for the stores supplied after the date of coming into force such reduction or sale, shall stand correspondingly reduced.

15.2 DELIVERY AND LIQUIDATED DAMAGES:

- a) The successful tenderer, on receipt of Work Order, will finalise a working schedule keeping in view the overall schedule as per the order. He will indicate the completion dates of critical activities and on approval by CCI, the same will form the basis for monitoring the progress of work.
- b) LD for delay in maintaining the schedule shall be levied @ ½% per fortnight or part thereof on the related work subject to maximum of 5% of the delayed portion of work. The Corporation will, however, not be bound to prove that it has suffered to the extent of LD claimed.
- c) The time and date of completion is the essence of the contract and the work must be completed as specified. For such breach of contract, the Corporation will be entitled to take any other course of action against the Contractor as it may deem fit like stoppage of business dealings/ debarring from tendering etc.

15.3 GOODS & SERVICE TAX:

The IGST/CGST/SGST, if applicable, will be paid on the cost of the finished goods being supplied, as per the rate (%) prevailing at the time of scheduled delivery period, subject to the supplier claiming the same as separate item on their bill.

The supplier shall furnish the following certificate on the body of the bill claiming aforesaid amount of IGST/CGST/SGST.

“It is certified that the goods, on which GST has been charged, have not been exempted under the GST or the rules made thereunder. The amount charged on account of GST on those goods are not more than what is payable under the provisions of the relevant act, or the rules made thereunder:”

15.4 INSPECTION:

- i) Pre-inspection at supplier's work will be carried out by P&I Dept. of CCI/ Unit/ any other agency at the sole discretion of CCI.
- ii) All inspection calls will be issued from the works and not Sales Office with the stamp of the supplier, giving a clear notice of 21 days from the date of stamp of the Post Office when any items are offered for inspection.
- iii) Inspection will cover checking of all items being manufactured by the supplier at his own works, at the works of his sub-supplier and also of any of his bought out items.
- iv) The supplier will provide all facilities including tools, instruments and other apparatus to inspecting officer to facilitate inspection and avoid delay in work on this account.
- v) The test would normally be conducted as per BIS standards wherever available and in other cases as per prevalent engineering practices for consignments, checking of material will be done for chemical analysis, physical properties, visual inspection, non-magnetic property, test certificates and other non-destructive tests (if specified in the purchase order). Test verification of chemical composition will be done in a Govt. laboratory/ Govt. approved laboratory/any other reputed laboratory at the discretion of CCI wherever required.
- vi) The Inspector will have access to the premises/ workshop of supplier, his sub-supplier at all reasonable times to undertake inspection, take samples, take any other measurement or readings and to check the progress of any of the items.
- vii) Inspection will include checking of raw materials manufacturing procedures, stage inspection (as per stages to be indicated/ required by CCI during execution) and final inspection. All detailed records about the stage inspection will always be kept by the manufacturer and CCI inspector will be at liberty to check those records on demand.

- viii) For any sub contracted items, supplier will inspect them himself before offering them to CCI for inspection. In this regard, the supplier will submit his inspection report along with all documents while giving inspection call for sub-contracted items.
- ix) The supplier will immediately on receipt of the order, draw an inspection plan with CCI for identifying the stages at which checking is to be done to meet with CCI's requirements.
- x) Final inspection will be carried out when the material/equipments are ready in all respect preferably before painting. The extent and type of inspection will depend upon type of equipment/ item and its function in general and will include items like checking of critical dimensions, physical tests, straightness/ flatness and surface finish, checking of hardness of components, carrying out load/ no load trials, dynamic/ static balancing, leakage and hydraulic tests contract impression, tooth profile and back lash etc.
- xi) The manufacturer will supply to the inspector all test certificates and records of their own internal inspection at the time of final inspection. These will include manufacturing records, destructive and non destructive tests, impulse test etc.
- xii) If the inspector has advised the supplier to do certain rectification before dispatch of materials, these instructions will be carried out and materials will not be dispatched without these rectifications. Inspection by CCI inspectors will not absolve the supplier from his responsibility regarding the quality of materials supplied by him or his sub-contractors/ sub-suppliers. CCI will have the right to reject the materials if after their receipt at site, it is found that the rectifications advised by CCI were not carried out or the items do not give the specified performance as per the specifications and the guarantees.
- xiii) For long delivery items, the supplier will send a monthly progress report indicating the latest status of each item/assembly to enable CCI to know the progress of work.
- xiv) Notwithstanding the stage/final inspection done at the works of supplier, CCI reserves the right to inspect or test the goods at its destination site and any defects/short-comings noticed will be made good by the supplier/work as per contracted time schedule, at his own expenses.
- xv) CCI reserves the right to inspect any bought out item and in this regard the supplier will submit all necessary records, data and documents so as to enable CCI inspector to undertake inspection.
- xvi) No material will be dispatched under any circumstances without clearance from CCI Corporate Office.
- xvii) All costs involved in connection with inspection/testing will be borne by the supplier.

16. In the event of negotiations, only downward revision of rates will be allowed. Any change in techno-commercial terms as agreed earlier, will not be permitted at this stage. Hence any qualifying remarks in the price bid revised/ negotiated offer will not be entertained and shall render the tender liable for rejection and forfeiture of earnest money deposit.

CEMENT CORPORATION OF INDIA LTD.
(A GOVT. OF INDIA ENTERPRISE)
TERMS & CONDITIONS
CEMENT CORPORATION OF INDIA LTD.
(A GOVT. OF INDIA ENTERPRISE)
PART – III : SPECIAL TERMS & CONDITIONS

In addition to the General Terms & Conditions of the tender under Part-I & II, the following Special terms & conditions will also apply to the contract. These Special terms & conditions, if contradictory to any conditions given in Part-I & Part-II, shall prevail upon the conditions given therein:

1.0 SCOPE OF WORK :

- 1.1 The scope of work involves Preparation of Computerized coloured drawings using AutoCAD or any other computer programme in respect of Nayagaon Cement Factory 2 (two) mines, related survey works including DGPS as per statute and preparation of mining plans for submission and approval to Indian Bureau of Mines (IBM) lease areas 336.850 hectare at Nayagaon and surrounding villages and 163.602 Hectare at Khera rathore & Khor villages .
- 1.2 Face position shown on the drawings available at CCI Tandur are to be computerised using AutoCAD or any other suitable programme and coloured drawings showing all the details to be prepared.
- 1.3 Mine planning and computation of quantity of shale to be raised year wise for the ensuing Mining Plan/Scheme of Mining period, ratio of quantities from various pits/blocks and its projection on all the related tracings is to be carried out.
- 1.4 Calculation of quantity of overburden from various benches and its projection on all the related drawings.
- 1.5 Year wise plantation programme, configuration of the dumps to be shown on the maps and year wise movement of dump faces also to be drawn on sections.
- 1.6 This work also requires submission of coloured computerized / digital prints, of all the drawings suiting to statutory requirements, after incorporating modifications as and when pointed out by the statutory authorities, till final approval of the Mining Plan/Scheme of Mining.
- 1.7 Since start of the process of preparation of drawings, 12 sets of drawings are to be submitted to statutory authorities till final approval of the Mining Plan/Scheme of Mining.

- 1.8 On successful completion of work party shall submit the computerised copy of all the maps in CD along with the source programme to Executive incharge Nayagaon.
- 1.9 Location of latitude and longitude to be shown in location map as new requirement of DMG officials.
- 1.10 Topographic and physiographic features to be depicted in Environment plan as new statutory requirement.

2.0 TESTIMONIALS OF COMPETENCY :

- 2.1 The party shall submit along with the tender the photocopies of all testimonials of his personnel working as Surveyors in respect of their academic and professional qualifications and also the length of working experience.

3.0 DURATION OF CONTRACT:

- 3.1 The time for completion of entire work **shall be 60 days**. However, the time may be extended at the discretion of CCI if sufficient and valid reasons exist.
- 3.2 Execution of work shall be supervised, monitored and coordinated by Executive in-charge Nayagaon. The Contractor shall commence the above work within one week of the award of the work order.
- 4.0 All working aids for carrying out the work including computer, digitization/AutoCAD facility and related infrastructure etc. have to be arranged by Surveyor.

5.0 PROGRESS REPORT:

The contractor shall intimate Executive incharge Nayagaon the weekly progress report either on phone/ letter etc.

6.0 RESPONSIBILITIES OF CONTRACTOR FOR STATUTES VIOLATIONS,IF ANY :

The drawing shall be prepared as per the requirement under various statutes. Any modification(s) that may be required to be undertaken to rectify to bring it to the conforming to the statutory requirement shall be the responsibility of the contractor and no additional expenses shall be borne by CCI on this account.

7.1 EARNEST MONEY DEPOSIT:

An amount of Rs. 20,000/-(Rupees twenty thousand only) should be deposited by RTGS by the tenderer as per special terms and conditions.

7.2 SECURITY DEPOSIT :

The successful tenderer has to deposit interest free security deposit in the form of RTGS/Bank Guarantee for 10% value of the contract for satisfactory execution of the contract. In case RTGS or BG is not submitted, appropriate deduction shall be made from the running bills.

Bank details for submit the RTGS:

Bank Name: DENA Bank

Account No: 105011021071

IFSC Code: BKDN0711050

8.0 PAYING AUTHORITY :

Executive in charge Nayagaon is the paying authority.

9.0 PAYMENT TERMS :

Payment will be released to the party after certification of Executive in charge Nayagaon in following manner:

- 40% of the payment after submission of 'First copy' of the Mining Plan/Scheme of Mining along with all drawings to statutory authority.
- 30% of the payment after submission of 'Second copy' of Mining Plan/Scheme of Mining along with all drawings to statutory authority.
- 20% of payment shall be released after submission of 'Final copies' Mining Plan/Scheme of Mining along with all drawings to statutory authority.
- Balance 10% payment shall be released on approval of Mining Plan/Scheme of Mining by the statutory authority.

The rates quoted in the 'Price Bid' are for 12 (twelve) sets of drawings for each mine (for 2 mines separately) that are to be submitted, in normal course, to statutory authorities for final approval of the Mining Plan/Scheme of Mining. Thereafter, payment on pro-rata basis will be made to the party for extra sets of drawings to be submitted for approval of the document, if required.

Payment will be released separately in respect of each mine.

10.0 RESPONSIBILITIES OF THE CONTRACTOR WHILE AT WORK :

CCI shall bear no responsibility, whatsoever, for any accident or mishap caused to contractors men or machine during the course of work at site.

12.0 OTHER COMMERCIAL TERMS AND CONDITIONS

12.1 GST:

The IGST/CGST/SGST, if applicable, will be paid on the cost of the services being supplied, as per the rate (%) prevailing at the time of scheduled contract period, subject to the supplier claiming the same as separate item on their bill.

The supplier shall furnish the following certificate on the body of the bill claiming aforesaid amount of IGST/CGST/SGST.

“It is certified that the service on which GST has been charged, have not been exempted under the GST or the rules made thereunder. The amount charged on account of GST on those services are not more than what is payable under the provisions of the relevant act, or the rules made thereunder.”

13.0 JURISDICTION:

13.1 It is hereby agreed by the parties here to that only courts at New Delhi/ Delhi shall have jurisdiction to decide or adjudicate upon any dispute which may arise out of or be in connection with this agreement.

14.0 LAWS GOVERNING THE CONTRACT:

14.1 This contract shall be governed by the laws of Union of India in force.

DECLARATION

I declare that the following officer of the Corporation are related to me/ no officer of the Corporation is related to me:

| S.No. | Name of the Officer | Post held | Place of posting |
|-------|---------------------|-----------|------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Signature of tenderer :

Name & Address with seal :

.....

Annexure : C

CEMENT CORPORATION OF INDIA LTD
NEW DELHI
UNEXECUTED / PRESENT CONTRACTS / JOBS IN HAND

| Sl. No | Name of client | Nature of work | Approx. value of contract (Rs. in lakhs) | Date of Start | Stipulated date of completion |
|--------|----------------|----------------|--|---------------|-------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Note: Please attach photo copies of contracts

Name & Designation : _____

Address & Seal: _____

Place :

Date :

CEMENT CORPORATION OF INDIA LTD
NEW DELHI
DETAILS OF ORDERS EXECUTED INCLUDING CCI DURING THE LAST THREE
YEARS

Name _____ of _____ Firm _____ :

.....

| Nature of Work | Name of the party | Value (Rs. In Lakhs) | Date of order | Date of Actual completion |
|----------------|-------------------|----------------------|---------------|---------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Name & Designation : _____

Address & Seal: _____

Place :

Date :

ANNEXURE – E

Tentative List of Plates to be submitted in respect of **Nayagoan Cement Factory 2 Mines** over an area of i.e. **lease area: 336.850 Hectare at Nayagaon & allied villages , and Lease Area 163.602 Hectare at Khera rathore & Khor distt, Neemuch, M.P**

| Sl. | Description | Scale | Plate No. |
|-----|--|--------------------------------|-----------|
| 1 | Location plan | 1 : 253,440 | I |
| 2. | Key Plan | 1 : 50000 | II |
| 3. | Mining Lease Plan | 8" : 1 Mile | III |
| 4. | Surface Plan | 1 : 2000 | IV |
| 5. | Geological Plan & Section | 1 : 2000 | V |
| 6. | Development & Production Plan – I Year | 1 : 2000 | VI A |
| 7. | Development & Production Plan – II Year | 1 : 2000 | VI B |
| 8. | Development & Production Plan – III Year | 1 : 2000 | VI C |
| 9. | Development & Production Plan – IV Year | 1 : 2000 | VI D |
| 10 | Development & Production Plan – V Year | 1 : 2000 | VI E |
| 11 | Development & Production Section | Hor. 1 : 2000 Ver. 1 : 1000 | VII |
| 12 | Environment Plan | 1 : 5000 | VIII |
| 13 | Conceptual Mining Plan | 1 : 2000 | IX |
| 14 | Ultimate Pit Section | Hor. 1 : 2000 Ver. 1 : 1000 | X |
| 15 | Progressive Mine Closure Plan | 1 : 2000 | XI |

Date: ___/___/___

INTEGRITY PACT

Between

Cement Corporation of India Limited (CCI) hereinafter referred to as "The Principal", and -----hereinafter referred to as "The Bidder/Contractor"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for -----The Principal value full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s). In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above. Section 1 - Commitments of the Principal

1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b) The Principal will, during the tender process treat all Bidder(s) with equity and reason, The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ contractor(s) :

(1) The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly; for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in 'Indian Rupees only.

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3-Disqualification from tender process and exclusion from future contracts :

(1) If the Bidders(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for such reason.

(2) If the Bidder/Contractor has committed a serious transgression through a violation of sector-2 such as to put his reliability or credibility into question, the principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors with the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

(4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages :

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal MM entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression :

(1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6- Equal treatment of all Bidders/Contractors/Sub-contractors :

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors the commitment consistent with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section-7-Criminal charges against violating bidder(s)/ Contactor(s)/ Subcontractors:

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 -Independent External Monitor/Monitors :

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, CCI.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all tender documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (4) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the independent External Monitor shall give an opportunity to the Bidder/Contractor to present its case before making its recommendations to the Principal.

- (5) The Monitor will submit a written report to the Chairman, CCI within 5 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (6) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the CCI Board.
- (7) If the Monitor has reported to the Chairman CCI, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman, CCI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor/ would include both singular and plural.
- (9) Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure/role as independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.
- (10) Independent External Monitor(s) shall be required to furnish an Undertaking and disclose before taking any assignment that he/she has no interest in the matter or connected with the party (Bidder/Contractor) in any manner.

Section 9 — Pact duration :

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract and for all other bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman of CCI.

Section 10 — Other provisions :

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- ((3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For and on behalf of the Principal)
Bidder/Contractor
(Office Seal)

(For and on behalf of

(Office Seal)

Place _____
Date _____

Witness 1 :
(Name & Address) _____

Witness 2 :
(Name & Address) _____

ANNEXURE -II

(PRICE BID TO BE SUBMITTED BY THE TENDERER DULY FILLED IN, SIGNED AND SUBMITTED SEPERATELY UNDER SEALED COVER)

PRICE BID

SUB: Preparation of computerized coloured drawings using AutoCAD or any other computer programme in respect of Nayagaon Cement Factory 2 Mines for submission/approval of Mining Plan/Scheme of Mining to Indian Bureau of Mines (IBM)/ Directorate of Mines & Geology (DMG).– Qty 12 (TWELVE) sets for each mines.

Tender no. : CO /MINE / NYO /2018 -19

| Sl. No | Name of the Mine, Location and Mining Lease Area | Amount to be Quoted in lumsun (in Rs.) including taxes etc. | | | |
|--------|---|--|-----|-------|--|
| | | Basic Price | GST | Total | |
| 1. | Nayagoan Cement Factory 02 Mines over an lease Area: 336.850 Hectare at Nayagaon & surrounding villages, and Lease Area : 163.602 Hectare at Khera rathore & Khor distt, Neemuch, (M.P) | ₹ | | | |

Note: L1 to be considered based on landed cost to CCI.

Yours faithfully,

Signature :
 Name of the Signatory :
 Designation :
 Name of the Company with seal :