Cement Corporation of India Limited (A Govt. of India Enterprise) Core 5, SCOPE Complex, 7-Lodi Road NEW DELHI-110 003 (CIN-U74899DL1965GOI004322)

E-mail: gmnou co@cciltd.in
Website: www.cciltd.in

NIT No.: GM (NOU)/AKU/RLY-SIDING/01/2020/ Dated: 13.02.2020

NOTICE INVITING E-TENDER (NIT)

(Only through e-procurement)

1.0 Online electronic bids through Electronic Tendering System (ETS) are invited from needy actual users/parties of repute who are interested to take on rent our Akaltara Railway Siding-Exchange Yard (out-side factory premises.) at our Akaltara Cement Factory, in Janjgir – Champa Distt. of Chhattisgarh.

The complete set of tender document is available on websites:

The complete set of tender documents is available on websites <u>www.cciltd.in</u>, <u>www.eprocure.gov.in</u>. and <u>www.cci-etender.com</u> of Antares Systems Ltd.

E-TENDER No.	GM (NOU)/AKU/RLY-SIDING/01/2020/
MODE OF TENDER	e-Procurement System (Online Part A - Techno-Commercial Bid and Part B - Price Bid) through www.cci-etender.com of Antares Systems Ltd.
Date of NIT available to parties to download	From 14.02.2020 (10.00 hrs.) Till 06.03.2020 (15.00 hrs.)
Pre-Bid Meeting Date	Pre–Bid Meeting will be held on 24.02. 2020 (14.30 hrs.) CCI , Corporate Office, Core 5, SCOPE Complex 7 Lodbi Bood New Dolbi 110003
Pre-Bid Meeting Venue	Complex, 7 Lodhi Road, New Delhi - 110002
Last Date for submission of queries by the bidders	The bidders need to provide the list of clarification required, if any along with para/clause no. of the bidders document by 24.02 .2020 (up to 11.30 AM) prior to the prebid meeting, on the email ID: gmnou_co@cciltd.in
Last date of site visit (if needed) by the bidders	22.02.2020 (10:00 A.M. to 5:00 P.M)

Last date of submission of EMD, Valid SSI/ NSIC/MSME Certificate and other Documents required as per Tender Terms & Conditions under covering letter	06.03.2020 (15.00 hrs.)
EMD Amount	Rs 17.00 Lakhs(Rs. Seventeen Lakhs only) Through e-payment as per Clause no.,1.0 of Part-II General terms & conditions(Annexure-IV). SSI units registered with NSIC, MSME and Public Sector Undertakings are exempted from furnishing EMD.
Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and Price Bid at www.cci-etender.com	From 14.02.2020 (10:00 hrs.) Till 06.03.2020 (15:00 hrs.)
Date & time of opening of Part-A (i.e. Techno-Commercial Bid)	06.03.2020 at 15.30 hrs.
Part-B Price Bid: Date of opening of Part-B i.e. price bid shall be informed separately	
Validity of bids	120 days from the date of the technocommercial bid opening.

Offer is invited for the following as per details given below: -

	5 1 5
NIT No.	Name of the work
GM(NOU)/AKU/RLY- SIDING/01/2020/	Renting of CCI- Akaltara Railway Siding- Exchange Yard (outside factory premises.) at CCI- Akaltara Cement Factory, DisttJanjgir – Champa, Chhattisgarh.
	Jangin Shampa , Shinattioganni

Only those tenders will be considered who fulfill the terms & conditions mentioned in the tender documents.

- 1. Only those tenders shall be considered who deposit the earnest money by due date.
- 2. The price- bid should be only as per CCI's price bid format otherwise the tender is liable for rejection.
- 3. Vendors must visit CCI website and go through the General Terms & Conditions (GTC) of contract, upload Tender section of our website. The Venders are advised to understand GTC and successively submit the various Annexure as given in attached checklist, as a token of their acceptance of the same.

IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT

This is an e-procurement event of Cement Corporation of India. The e-procurement service provider is Antares Systems Ltd., No.24, 1st floor, Sudha Complex, 3rd Stage, 4th Block, Basaveshwara Nagar, Bangalore -560 079

You are requested to read the Tender Terms & Conditions (Annexure: I to IV) of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

Process of E-Tender:

01)

Registration:

The process involves vendor's registration with Tenderwizard e-procurement portal. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. Antares Systems Ltd is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE PRICE BID AND THE TECHNO-COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.cci-etender.com

Vendors are required to register themselves online with www.cci-etender.com → 'Register Me' link. Filling up details and creating own user id and password→ Submit. Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact CCI/Antares Systems Ltd, (before the scheduled time of the e- tender).

Contact person (Cement Corporation of India):

1. DGM (MM), 2. Sr. Manager (NOU) Mobile: 09873277104 Mobile: 9968261425

E-mail: mm co@cciltd.in

Contact person (Antares Systems Ltd):

1. Mr. Pravesh Mani 2. Helpdesk Sr.Exe-CRM Ph: 0804935200 Mobile: 09044314492 Ph: 033-46046611

Email:praveshmani.t@antaressystems.com

B) System Requirement:

Windows 8,10 Professional Operating System, Internet Browser-9,10 &11. Signing type Class 3 digital signature Java JRE 6 and above

- (A) Part-A Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.
 - **(B)** Part-B Price bid will be opened electronically of only those bidder(s) who's Part-A Techno- Commercial Bid is found to be Techno-Commercially acceptable by CCI. Such bidder(s) will be intimated date of opening of Part-B Price bid, through valid email confirmed by them.

	NOTE: The Tenderers are advised to offer their highest possible rates taking into account the prevailing market conditions. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, if the rate is still considered low, action as per prevailing instruction/guideline shall be taken.
03)	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
04)	In case of failure to access the payment towards non-refundable fees for any reason, the vender, in turn, will not have the access to on line e-tender and no correspondence in this respect will be entertained and CCI will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of non-refundable fees through separate DD well in advance and verify completion of transaction in respect of non-refundable fees. Vendors are instructed to use <i>Upload Documents</i> link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.
	Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. For further assistance please follow instructions of vendor guide
05)	All notices/corrigendum and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by CCI. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with Tenderwizard (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
06)	The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.
07)	E-tender cannot be accessed after the due date and time mentioned in NIT.
08)	 Bidding in e-tender: a) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. b) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof. c) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender. d) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should
	be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.

09)	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
10)	No deviation to the technical and commercial terms & conditions are allowed.
11)	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
12)	CCI has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
13)	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.cci-etender.com of Antares Systems Ltd.
14)	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15)	The bid will be evaluated based on the filled-in technical & commercial formats.
16)	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, punitive action including suspension and banning of business can also be taken against defaulting bidders.
17)	Bidders are requested to read the vendor guide in the page www.cci-etender.com to familiarize themselves with the system before bidding.

For and on behalf of CCI Ltd,

GM(NOU)

(On the letterhead of the bidder) Covering Letter

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	ΙO	

General Manager (NOU)

Cement Corporation of India Limited,

Core-V, SCOPE Complex,

7-Lodhi Road, NEW DELHI-110 003

Bidder's Ref No.:

Dear Sir,

S.No	Item	Yes/No/NA
1	Scanned copy of covering letter (Annexure-1)	
2	Submission of EMD (Cash/DD/BG/ Gateway)	
3	Copy of GST Registration Certificate and PAN Card	
4	Partnership Deed / Memorandum & Article of Association	
5	Balance Sheet for last 3 financial years	
6	Scanned Copy of duly filled and signed Integrity Pact Annexure-	
7	Udyog Aadhar Number (For MSME bidders)	
8	Annexure 3 (Declaration of relation to officer of CCI)	
9	Annexure 4 (unexecuted / present contracts / jobs in hand)	
10	Annexure 5 (Bidder's firm/company profile)	
11	Annexure 6 (Details of plant & machinery installed)	Not Applicable
12	Annexure 7 (Details of testing facilities installed)	Not Applicable
13	Annexure 9 (Declaration letter of having read and understood the GTC)	
14	Certificate stating that Railway Siding at Akaltara shall be for the actual use of bidder only.(As per CI.1 of eligibility Criteria of Part-III)	

(For and on behalf of Bidder/Contractor)

(Office Seal)

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. **Eligibility Criteria**: Railway Siding Exchange Yard at Akaltara, Distt. Janjgir Champa, Chhattisgarh will be given to the actual users only. Tenderers are required to submit a Certificate along with techno commercial bid certifying that they will use the Railway Siding Exchange Yard at Akaltara for their actual use only, failing which the tender is likely to be rejected.
- 1.1 The Tenderers should have logistic experience of minimum 2 years.
- 1.2The Tenderers should have minimum turnover of Rs.5 crores during last financial year of similar business.
- 1.3The bidders are requested to visit the CCIP Akaltara siding before bidding, particularly on or before 22.2.2020(10.00 Am to 5.00PM) i.e., before 'Pre-Bid Meeting', to ensure its workability, suitability etc. about the siding, on later stage the CCI will no way be held responsible in any way on any such matter(s),
- 2 Tenderer will have to submit their detailed proposal to the concerned railway authorities, to obtain their unconditional No Objection for use of our railway siding at Akaltara to facilitate inward and outward traffic for their goods. However, if CCI wants use of its Railway Siding for inward/outward traffic during the currency of contract period it will have the overriding right to use the same.
- 2.1 The siding is presently operating and there are no dues pending with the Railways, however if any demand of dues is raised by the railways, subsequent to award of the contract for railway siding, the same shall be cleared by the party(ies).
- 2.2 The successful tenderer will have to arrange for the maintenance of Railway Siding as per Railway norms /guidelines at his own cost. Apart from this, party has also to arrange all other maintenance works like levelling/repairing of loading platform, earth work, track maintenance, lighting arrangements etc. as per siding requirement under Railway norms. Before submission of tender, the tenderer may get total maintenance charges confirmed from Railway as per Railway maintenance norms, as applicable, and visit and inspect the siding/track conditions on their own cost and interest. Any claim whatsoever will not be considered /entertained by CCI in this regard, at any stage. The total maintenance charges shall be borne as per actual by the successful tenderer.

- 2.3 The successful tenderer will also not have any right to sub-lease the Railway Siding to any other party without any written permission of CCI.
- 3 Reserve Price for the bid has been fixed at Rs. 70 lakhs per month for handling up to maximum of 30 rakes excluding GST. The parties are expected to bid and quote premium on reserve price of monthly charges. This quoted monthly charges (Base price plus premium) is hereafter called **Minimum Assured Revenue (MAR).** For additional rakes, the successful tenderer shall pay on pro-rata basis calculated as total MAR per month divided by 30.

The parties shall quote MAR in Indian Rupees (Rs.) as per price bid format, above the price of Rs. 70.00 lakhs excluding GST.

Based on the monthly MAR quoted, the ranking will be marked from highest to lowest as H-1, H-2, etc.

- 4. Cement Corporation of India Ltd., will permit the successful tenderer to use CCI railway siding at Akaltara and for this purpose the party will have to pay two months lease rent in advance. In addition the monthly charges on lumpsum basis will also be paid in advance by 5th of each month. However, CCI reserves the right to terminate the lease to use the railway siding at any time with one month's notice.
- 5. The successful tenderer will have to pay the fixed charges such as Railway Land Rent, OHE maintenance charges, Inspection charges of private siding, establishment charges of S.E. Railway Staff and other expenses payable to the Railway for using the railway siding etc. as per actual to CCI by way of Demand Draft payable at CCI, Akaltara. This will be in addition to the lump sum monthly charges (MAR), irrespective of nos. of rakes actually handled by the party.
- 6. For payment of bills of railways, the tenderer will make the payment against the bills raised on quarterly/ yearly basis by Railways. For such payments, the Demand Draft favouring S.E. Railways payable at Raipur will be prepared and handed over to CCI Akaltara for onward deposition to Railway sufficiently before and not less than 7 days before the last date of payment to Railways.
- 7. All indents will be raised by the successful tenderer directly on the Railways for the rakes under intimation to CCI-Akaltara and their payments will be made directly by the party to Railways under intimation to CCI- Akaltara against each rake.
- 8. Compliance of all the local laws will be responsibility of the tenderer. It will also be their responsibility to seek prior clearance from all the appropriate authorities.
- 9. The tenderer will also ensure that there is no violation of laws/regulations while using the CCI railway siding. In case any penalty is imposed while using the CCI's railway siding the same will have to be borne by the tenderer.

- 10. The tenderer will be solely responsible for ensuring the implementation and compliance of labour laws or any other legal laws affecting the engagement of labours. The tenderer will also be responsible for payment of any compensation under the Workman Compensation Act in the event of any accidental injury/ casualty caused to the workmen/Labour whatever the case may be.
- 11. In case there is any incidence/ accident of any track jamming resulting in blockage of traffic on account of the tenderer, it will be the tenderer's responsibility to clear the track within the free time allowed by Railways and in case the same is not cleared, any charges levied by the Railways on this account shall be borne by the party.
- 12. The transportation of materials from CCI-Akaltara Railway Siding shall be the sole responsibility of the successful tenderer.
- 13. In case CCI has to pay any demurrage/wharfage or any other charges to Railways due to blockage of track on account of the tenderer, the same will be paid by the tenderer to CCI immediately for making payment to Railways on rake to rake basis.
- 13.1 The successful tenderer has to obtain No Demurrage Certificate from the Railways after each rake and to submit the same to CCI before handling of the next rake.
- 13.2 In case of any damage to the track, for any reason, damage to the property of the Corporation, the successful tenderer/party will be responsible and will be liable to rectify/repair all the damages caused by them/their representative. No relaxation in such circumstances will be entertained on any account.
- 14. **Earnest Money Deposit**:- Submission of Earnest money of Rs 17,00,000/- (Rupees Seventeen Lakhs only) through e-Payment (through e-tendering portal Gateway).
- 15. Security Deposit: The successful tenderer will have to give interest free refundable security deposit 5% of the annual contract value by way of RTGS/NEFT favour of Cement Corporation of India Ltd., within 15 days from the date of Letter of Intent (LOI).Bank guaranty(BG) also may be accepted for SD, for a period of 18 month from the date of LOI. This SD will be refunded after 3 months of satisfactory/ successful completion of rental period, deducting dues, if any and after getting clearance from Railways.
- 16. All GST, taxes & duties etc. levied by State Government or Central Government such as Rental Tax, Service Tax, Duties and any other levies will have to be borne by successful tenderer.
- 17. CCI- Akaltara is presently under sale as per the directions of Hon'ble BIFR. Hence any directions given by Hon'ble BIFR will have overriding effect on continuation/ termination of the lease. However under such eventuality one month's notice shall be given by CCI.

18. Arbitration Clause:

- 18.1 Any dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be referred to a sole arbitrator as per the provision of the Indian Arbitration & Conciliation Act. 1996 as amended from time to time.
- 18.2 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.
- 18.3 The Seat of the arbitration shall be New Delhi or such other place as the arbitrator at his discretion may determine and Language shall be English.
- 19. Akaltara Unit is under the active consideration of disinvestment process. The process may be finalized within a period of one year. In such case the corporation reserves the right to terminate the contract giving one month notice to the party, for which there should not be any dispute. The relevant rent in case have been paid in advanced, shall be adjusted considering the actual time of use of the siding.

20. Period of Contract:

The contract shall be awarded for a period of **one year** from the date of LOI (Letter of Intent). This can however, be extended for further period of **one year** at the sole discretion of the corporation. Considering the disinvestment process of the Akaltara Unit, the contract can be terminated giving one month notice, in case the disinvestment is finalized.

21. Force Majeure conditions

- 21.1 If at 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.
- 21.2 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.
- 21.3 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.

22. JURISDICTION:

22.1 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.

23. LAWS GOVERNING THE CONTRACT:

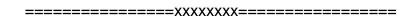
This contract shall be governed by the laws of Union of India in force.

24. NOTICE:

- 24.1 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 his address shall be conclusive proof of having received the notice by contractor.
- 25. In case, the payment is not received on due date, interest @ 2% per month on outstanding amount shall be charged for delayed period.
- 26. The party shall directly be responsible for all or any dispute arising between him and his employees and keep the Corporation indemnify against all loss, damages & claim arising thereof.
- 27. The party shall all the times indemnify CCI against,
 - a) All claims and damages CCI may face or incur due to any direct or indirect act or omission and / or any violation / breach, of this contract or any Law, Rules , Bye-Laws, Notifications or Directions issued by Central , State or Local Authorities , and /or due to any action or negligence on the part of the party in general, AND
 - b) With respect to all claims, demands causes of action, obligation, litigation, liability, loss, damage, cost and expenses incurred or sustained by the corporation at any stage i.e., either during the period of contract or expiry of contract, caused due to poor maintenance / performance of the railway track in particular.
 - 28. CCI may terminate this contract at any time after giving 30 days notice of termination to the party, if :
 - a) The party fails to perform, has made or makes any inaccuracy in, or otherwise breaches, any of its obligations, covenant, or representations,
 - b) If the party violates any of the terms and condition stated in the contract.
 - c.) If the party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation,
 - c) If there is or becomes any Law that makes the performance of the terms of this contract illegal or otherwise prohibited, or any Government Authority issues an Order restraining or enjoining the transactions under this contract.

27. **Notice:**

- a. Form of Notice : All notices , demands and communications between the parties must be writing.
- b. Method of notice: The parties shall give all notice, demands and communications between the parties by (i) personal delivery (ii) first class registered or certified mail, postage prepaid, return receipt requests. All notices, demands and communications to the party shall be given at the last known address of the party.
- c. Receipt of Notice: A notice, demand and communications given under this contract / Agreement will be effective on:
 - i) The other party's receipt of it, or
 - ii) If mailed, on the earlier of the other party's receipt of it and the fifth Business Day after mailing it.
- d. Proof of issue of any such Notice at the last known address of the party shall be conclusive proof of having received the Notice.



Annexure: IV

CEMENT CORPORATION OF INDIA LTD NEW DELHI

NIT No. : GM (NOU)/AKO/RLY-SIDING/01/2020/ Dated: --.--.2020

PRICE BID FORMAT

Renting of Akaltara Railway Siding-Exchange Yard (outside factory premises) as is where is basis:

Name of Party:....

Particulars	Rate
Minimum Assured Revenue (MAR) excluding GST for handling maximum up to thirty (30) number of railway rakes, payable in advance on monthly basis by 5th day of each month.	Rs

N.B.:

- 1. The contract shall be awarded based on the highest rate quoted among the parties for maximum up to Thirty (30) rakes per month without taking into consideration the additional rakes.
- 2. Additional Rakes beyond 30 rakes will be charged on pro-rata basis of Minimum Assured Revenue as explained in point no. 3 of part III special Terms & conditions.
- 3. CCI will apply GST on the total monthly bill to be raised. GST will be at the rate as applicable from time to time.

	Signature :
	Name in full :
	Name of the Party :
	Contact no.:
	E mail :
Place :	Address:
Date :	

Seal of the Company /Firm: