

**CEMENT CORPORATION OF INDIA LIMITED**

**GULBARGA REGIONAL OFFICE**

**4<sup>TH</sup> Floor, Crystal Plaza, Court Road, Kalaburagi -585102 (Karnataka)**

**CIN No. U74899DLI965GOI004322**

Ph: 08472-252345

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E-Mail: [cciroglb@gmail.com](mailto:cciroglb@gmail.com)

Website: [www.ccilttd.in](http://www.ccilttd.in)

**NIT NO.: CCI/MKG/GLB/HUBLI/CH&S/Rail/21 -22**

**Dated: 20.04.2021**

**NOTICE INVITING E-TENDER (NIT) cum REVERSE AUCTION  
(Only through e-procurement)**

Online electronic bids through E- Tendering System (ETS) are invited from reputed parties having adequate experience for clearing, handling, Transportation and storage of cement and loading into trucks at Hubli for 2500 MT cement by Rail per month received from M/s CCI-Tandur Cement factory to Hubli depot by Rail. The complete set of tender documents is available on websites [www.ccilttd.in](http://www.ccilttd.in), and [www.cci-etender.com](http://www.cci-etender.com) of **Antares System (P) Ltd.**

E-TENDER NO.	<b>CCI/MKG/GLB/Hubli/CH&amp;S/ Rail/21 -22</b>
MODE OF TENDER	e-Procurement System (Online Part A - Techno-Commercial Bid and Part B - Price Bid) through <b>www.cci-etender.com of Antares System (P) Ltd.</b>
Scope of work and Quantity to be handled	Clearing, Handling ,Transportation and Storage of Cement and loading into trucks at Hubli 2500 MT per Month. (Approximately) received by Rail on adhoc basis
Date of NIT available to parties to download	<b>From 20.04.2021 (10.00 hrs.) Till 05.05.2021 (15.30 hrs.)</b>
i) Earnest Money Deposit	Rs. 56,000/- (Rupees Fifty Six Thousand only) through e-payment gateway as per cl. No.4B of Part-III STC. SSI units registered with NSIC, MSME and Public Sector Undertakings are exempted from furnishing EMD.
Last date of submission of EMD, valid SSI/NSIC/MSME certificate and other documents required as per tender terms & conditions under covering letter.	<b>05.05.2021 (15.00 hrs.)</b>
Date of Starting of e-Tender for submission of on line Techno-	<b>From 20.04.2021 (10.00 hrs.) Till 05.05.2021 (15.30 hrs.)</b>

Commercial Bid and Price Bid at www.cci-etender.com	
Date & time of opening of Part-A (i.e. Techno-Commercial Bid) Part-B Price Bid: Date of opening of Part- B i.e. price bid shall be informed separately	<b>05.05.2021 at 16.00 hrs.</b> To be communicated separately.
e-reverse auction start time e-reverse auction end time	2 days after opening of e-price bid 2 hrs after commencement of reverse auction
Validity of bids	90 days from the date of the techno- commercial bid opening.

Offer is invited consolidated for clearing, Handling, Transportation and Storage of cement received by Rail at Hubli from CCI-Tandur Cement factory.

- 1) Only those tenders will be considered who fulfill the terms & conditions mentioned in the tender documents.
- 2) Only those tenders shall be considered who deposit the earnest money, tender cost and transaction fee by due date.
- 3) The price- bid should be only as per CCI's price - bid format otherwise the tender is liable for rejection.

#### List of Annexure

**The tender documents comprise of following:-**

Annexure-I	Important Instructions to Bidders
	Part-I instructions to Tenderers,Part-II-General Terms & conditions, covering letter,Integrity pact and Annexures 3 to 9 which are available in CCI website www.ccilttd.in /tenders must be submitted by tenderer duly filled in.
Annexure-V	Part-III- Special terms & conditions
Annexure-X	Procedure for e-reverse auction.

**Please visit our web site [www.ccilttd.in](http://www.ccilttd.in) for Part-I instructions to Tenderers,Part-II-General Terms & conditions, covering letter,Integrity pact and Annexures 3 to 9 which are available in CCI website www.ccilttd.in /tenders must be submitted by tenderer duly filled in along with the tender.**

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### 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, 1<sup>st</sup> Floor, Sudha Complex, 3<sup>rd</sup> Stage, 4<sup>th</sup> Block, Basaveshwaranagar, Bangalore-560079

You are requested to read the tender terms & conditions (**Annexure: A-1, Part-I, II, III**, 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.

1	<p>Process of E-Tender: Registration: The process involves vendor's registration with Tender wizard 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). <b>SPECIAL NOTE: THE PRICE BID AND THE TECHNO-COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.cci-etender.com">www.cci-etender.com</a></b> Vendors are required to register themselves online with <a href="http://www.cci-etender.com">www.cci-etender.com</a> → '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.</p> <p>In case of any clarification, please contact CCI/Antares Systems Ltd, (before the scheduled time of the e-tender). <b>Contact person (Cement Corporation of India):</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">email</th> <th style="text-align: left;">Land line</th> <th style="text-align: left;">mobile</th> </tr> </thead> <tbody> <tr> <td><b>R K Bansode</b></td> <td><b>cciroglb@gmail.com</b></td> <td><b>08472-252345</b></td> <td><b>7799938021</b></td> </tr> <tr> <td><b>Sanjey panday</b></td> <td><b>hublicci@gmail.com</b></td> <td><b>08362-356537</b></td> <td><b>9579994715</b></td> </tr> </tbody> </table> <p><b>Antares Systems Ltd help line numbers : 080-49352000, 033-46046611</b></p>	Name	email	Land line	mobile	<b>R K Bansode</b>	<b>cciroglb@gmail.com</b>	<b>08472-252345</b>	<b>7799938021</b>	<b>Sanjey panday</b>	<b>hublicci@gmail.com</b>	<b>08362-356537</b>	<b>9579994715</b>
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	<p><b>System Requirement:</b> Windows 8,10 Professional Operating System, Internet Browser-9,10 &amp;11. Signing type Class 3 digital signature , Java JRE 6 and above</p>												
2	<p><b>(A) Part-A Techno-Commercial bid</b> will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid. <b>(B) Part-B Price bid</b> 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.</p>												

	<p><b>Note:</b> The tenderers are advised to offer their highest possible rates taking into account the prevailing market conditions, further e-auction will be done by intimating separately to the bidder.</p>
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	<p>In case of failure to access the payment towards non-refundable fees for any reason, the vender, in term, 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.</p> <p>Vendors are instructed to use <b>Upload Documents</b> 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.</p> <p>Once documents are uploaded in the library, vendors can attach documents through <b>Attach Document</b> link against the particular tender. For further assistance please follow instructions of vendor guide</p>
5	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).
6	The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.
7	E-tender cannot be accessed after the due date and time mentioned in NIT.
8	<p><b>Bidding in e-tender:</b></p> <ol style="list-style-type: none"> <li>It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</li> <li>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.</li> <li>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 &amp; conditions for the tender.</li> <li>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.</li> </ol>
9	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 <a href="http://www.cci-etender.com">www.cci-etender.com</a> 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	<b>Bidders are requested to read the vendor guide in the page <a href="http://www.cci-etender.com">www.cci-etender.com</a> to familiarize themselves with the system before bidding.</b>

**For and on behalf of CCI Ltd.**

RM (GRO)

**Cement Corporation of India Ltd.**  
(A Government of India Enterprise)

PART-III A  
SPECIAL TERMS AND CONDITIONS  
CONTRACT FOR CLEARING, HANDLING,Transportation  
AND STORAGE OF CEMENT AND LOADING INTO TRUCKS ETC.

The tender contains Part-I & II General terms and conditions, Part-III-A & B Special terms & conditions, Integrity pact, Annexures 1-9, Technical bid and price Bid. **Please read all the documents, Part-I, Instruction to tenderers, Part-II- General terms & conditions, Integrity Pact and Annexures 1 to 9 which are available in CCI web site <https://www.ccilttd.in/UserFiles/files/GTC2.pdf> and Part-III-A & B Special terms & conditions of this tender. The Declaration Letter(Annexure-9) duly signed and stamped in Letter head have to be submitted by the tenderers as a proof of having read and understood the GTC & STC along with Annexures-1-8.**

In addition to the General Conditions of contract under Part I & II, the following special conditions will also apply to the contract. In case the special conditions given below in part III (A+B) are contrary to any conditions given in Part I & II then the condition given in Part III(A&B) shall prevail upon such conditions of the contract.

**1. Scope of work**

Clearing, Handling, Transportation and Storage of cement and loading into trucks at Hubli received by Rail on adhoc basis.

**1.1 Quantity:**

7500 MT (Approximately for Three months)

The quantity given is only indicative and the Corporation reserves its right to make variation in the quantities of materials given in the tender notice and the Handling Contractor shall not be entitled to any compensation on this account under any circumstances.

**2. Clearing, Forwarding/ Transportation & Storage:**

2.1 The Handling Contractor shall be responsible to collect the information from the Station Master about the arrival of incoming cement loaded wagons and shall pass on the information to Depot In charge of the corporation.

2.2 The Handling Contractor shall be responsible to take delivery of consignment from the Railways/Carrier in time. In case any demurrage/Wharfage is paid by the Corporation to the Railways/Carrier, the same shall be recovered from the Handling Contractor.

2.3 The Handling Contractor shall verify the quantity received in the Wagons/Truck with the Challan/dispatch advice RR while unloading.

2.4 The Handling Contractor shall be responsible to obtain a damage/shortage certificate from the Railway/Carrier whenever any consignment is received in damaged condition or there is shortage in the consignment. The Handling Contractor shall thereafter file the claim with the Railway or carrier in consultation with the concerned officer/depot incharge of the Corporation. The Handling Contractor shall follow-up the claim with the Railways/Carrier for getting such claims settled within the shortest possible time. For the claims unaccepted by the Railways/due to the Carriers fault or due to negligence of the Handling Contractor in lodging claim in time or not obtaining damaged/shortage certificate in time, the Handling Contractor shall indemnify CCI for the loss incurred due aforesaid reasons.

2.5 The Handling Contractor shall be responsible for the safe storage of the material unloaded from the wagons/carrier and for damages against weather or otherwise or against pilferage theft etc.

2.6 The Handling Contractor shall make all arrangement to unload the bags from the wagons with the free time allowed by the Rail/Carrier and shall transship the same in good condition to depot godown or into truck as per the instruction of Depot in charge.

2.7 The Handling Contractor on behalf of Corporation shall provide and maintain suitable godown for storage of cement at his cost and expense and shall not use the said godowns at same place for storing stocks of any other party including himself without prior written approval of the Corporation. The Handling Contractor shall carry out at his own cost such repairs to the godowns as may be necessary to prevent stocks from being damaged or deteriorate while in storage. The Cement shall be stocked in the godown as per standard practice and as advised by the CCI. The handling Contractor shall not store Corporation's stock/cement in any other godown which is not approved by the Corporation.

2.8 The Handling Contractor shall indemnify the Corporation against any loss due to storage and/or damage caused to Corporation's stock while in Railway siding and also while in transit from Railway siding to depot godown and/or in storage in the godown/(s) of the contractor as approved by the corporation. The handling contractor shall be liable for any loss due to shortage and/or damage in transit/storage as aforesaid or/and loading and unloading of cement.

2.9 The Handling Contractor shall maintain such registers and records as may be decided by CCI and shall abide by all the directions and instructions as may be issued to him by the Corporation from time to time. Entries in all such registers/records shall be made on day-to-day basis on the close all of transaction of each day. These registers/records and all other ancillary papers,

documents shall kept be ready for inspection by the authorized representative of the Corporation at all point of time.

2.10 The Handling Contractor shall submit daily and other periodical returns in the form/manner as may be prescribed by the corporation from time to time and the Handling Contractor shall be required to submit all such returns within time as prescribed by the Corporation after obtaining counter signature on the from the official authorized by the Corporation in this behalf.

2.11 The Handling Contractor shall whenever required by authorized representative of Corporation make necessary arrangements to facilitate physical verification of Corporation's stocks held in the approved godowns at their cost. Failure to arrange physical verification of stocks by the Handling Contractor the Corporation shall have a right for forfeiture of their cash security as well as encashment of Bank Guarantee submitted by the handling contractor along with termination of this contract. The cement stored in the godown must be insured in the name of CCI and the charges for insurance shall be to the account of Handling Contractor. The insurance of the godown must be completed within fifteen days from the award of the contract failing which CCI shall have a right to insure the godown and recover the premium so paid from the Handling Contractor. The insurance policy should be comprehensive covering all types of risks.

2.12 In the event of any loss due to shortage and/or damage of the Corporation's stock while in custody of the Handling Contractor in Depot/godown or Handling Contractor's godown as approved by CCI. The Handling Contractor shall be liable to compensate the Corporation for the stock damaged or delivered short at the rate of double the market rate/value applicable on the date, the Contractor shall have a right to recover from the handling Contractor.

2.13 The Handling Contractor shall be fully responsible for the safety of the material/cement lying in his custody till the same material/cement is delivered to allottees as per the directions of CCI

2.14 The Handling Contractor shall be responsible to repack the damaged/burst bags at his own cost, including cost of bags/stitching charges, labour cost, if the damage, bursting of bags/due to fault/negligence, mishandling by the Handling Contractor or his representative etc. He shall use only new bags supplied by CCI for repacking of cement.

2.15 In case of non-receipt of RR the Handling Contractor shall arrange to clear the consignment by furnishing indemnity Bond.

2.16 No revision in the rates tendered will be asked for during the period of the contract or extended period of contract if any on any account whatsoever.



2.17 The Handling Contractor shall perform at his cost all the formalities and documentation with Railway on behalf of the Corporation and shall with all possible readiness Dispatch, unload and/or take delivery of the consignments of stock belonging to the corporation from wagons, effect delivery to the allottees against delivery orders issued or to be issued by the Corporation direct from the wagon/siding platform carry the balance stocks to godown, shall stock the same therein until delivery of the same there from to the allottees against delivery orders issued by the Corporation perform the Handling involved or required in the operation. They will also arrange clearance/endorsement from sales-tax authorities/supply department where required for taking delivery of the material.

2.18 The Handling Contractor shall not give/deliver any of the Corporation stock either direct from wagons/siding/clearing points or from godown without the written permission or delivery orders to be issued by the duly authorized officers/Depot incharge of the Corporation. The Handling Contractor shall be solely liable to compensate the Corporation in the event of any delivery not strictly made under and in accordance with regular and valid delivery orders issued by the Corporation. In case the Corporation issued any General or special direction to curtail, modify or stop deliveries against any deliver order already issued, the Handling Contractor shall be bound to affect curtailment, modification or stoppage in the matter deliveries in accordance with such direction that may be received by him from the authorized officer(s) of the Corporation. Against each delivery the handling Contractor shall obtain certificate of receipt of goods in good condition and full quantity from the allottees or their duly authorized representatives on the body of the delivery orders material received acknowledgement slip and submit the same to the concerned officer of CCI for his information and record within reasonable time.

2.19 In the event of any Transit damage on arrival of consignment at station of discharge the same should be got examined at the station by CCI Officer and Insurance Contractor wherever the Consignment is issued. Wherever the consignment is not insured, the damaged stock if any, should be got examined by CCI officer only on arrival of rake at destination.

2.20 The labour employed by the Handling Contractor will be the employees of the Handling Contractor in case of any internal trouble between the labourers and the Handling Contractor, the same shall be the responsibility of the Handling Contractor and the Corporation shall not be any way concerned with the same, if due to any exigencies the Corporation had to make any payment directly to his labour, the Contractor shall without any reservation, reimburse the same to CCI within 24 hours and failure to do so will give CCI the right to adjust/deduct the same against pending bills and/or security deposit and Bank Guarantee.

2.21 The Handling Contractor shall comply with and observe all laws prevailing and shall keep the Corporation unharmed and indemnified against the claims for compensation by or on

behalf of any workman of labour employed by him for injury, disability or death by accident under workmen's Compensation Act of 1923.

2.22 The Handling Contractor shall not deal with or transfer any goods or Railway receipt or indemnity Bonds which shall be handed over to him in terms of these presents and the said goods shall be held in trust for the Corporation and the Corporation will continue to be the owner of the same during all operation under these present.

2.23 If, at any time, in the opinion of the Corporation the Handling Contractor fails to supply sufficient transport/Labourer or otherwise fails to carry out the operations to the satisfaction of the Corporation, the Corporation shall be at liberty to make such arrangements as shall be considered necessary for carrying out the work on this account at the risk and cost and expenses of the Handling Contractors and to deduct all cost and charges thus incurred from the Handling Contractors bill or otherwise recover the same as the Corporation shall think fit. Provided that if any such recovery is effected from the Security Money furnished by the Handling Contractor under this agreement, he shall be required to make good the amount so recovered by way of cash deposit towards the Security Money within 10 days of such information from this Corporation.

2.24 CCI may have double locking arrangements of the godown. One lock shall be of the contractor and other of CCI. However, this arrangement will not in any way absolve the Handling Contractor so far as his responsibility for the safety of the material in his custody is concerned.

2.25 The handling contractor shall be our nominee at Depot/Warehouse/Godown if so appointed.

2.26 The handling contractor shall be fully responsible for handling the materials at Depot or any other near by rail destination.

2.27 The handling contractor will make the payment of octroi for the consignment received on our behalf and the same shall be claimed by you reimbursement by Producing all the relevant vouchers.

2.28 Any other charges due to wrong calculation/errors on account of railways for which the amount is paid to the Railways by The handling contractor shall be debited to our account. Necessary payment receipts issued by Railways will be sent to CCI along with claim in this regard for payment.

2.29 The handling contractor will be fully responsible for correct raising of bills and collection of amounts as per the rate given by CCI. In case of any lapses for short collection of this amount

will be recovered from your running bills/Security deposit immediately. The Corporation shall be at liberty to effect supplies from rail/godown directly to Government (Central or State or any local authority) or private consignee(s) and the handling contractor shall have no claim on account of Handling charges for such supplies effected directly too such parties through transport contractor. The transport contractor, if any appointed by the Corporation for the purpose shall handle the supplies at the rate mutually agreed upon such terms and conditions independent hereof.

3.1 The Handling contractor handle only CCI cement and will have no connection whatsoever directly or indirectly with any other manufacturer of cement at the place for which the tender is being submitted by the tenderer, failing which contract shall be liable to be terminated by the Corporation without any notice to the HandlingContractor.

#### **4.0 Submission of Bills.**

4.1 The Handling Contractor shall submit fort-nightly bills complete in all respects supported by copies of the challans/delivery receipt as well as certification of Depot incharge to the concerned Regional Office of the Corporation for Payment.

4.2 The payment of Handling/secondary Transportation bills against the respective contracts will be done by CCI preferably by way of 'CREDIT NOTES' to enable the respective contractors to take the CCI cement at the rates prevailing on the date of delivery.

#### **5. Security Deposit**

The Handling Contractor shall furnish within 15 days from the date of the award of work/contract a security deposit Rs.5,00,000/-(Five Lakhs) by demand draft/RTGS drawn in favour of Cement Corporation of India Ltd New Delhi. In addition, for storage and safe custody of stock Handling Contractor shall furnish a Bank Guarantee amounting to Rs.35,00,000/- (Thirty five Lakhs) for Depots served by Rail from a scheduled bank. The Corporation shall have right to appropriate the said amount so deposited as Security deposit either in whole or in Parts and the amount of bills payable to the Handling contractor to liquidate any claim of the Corporation against the Handling Contractor or as penalty for breach of the terms & conditions and covenants of this contract agreement by the Handling Contractor. The Security deposit will be refunded to the Handling Contractor after the expiry of the contract agreement or on termination of this agreement and after final settlement of accounts/claims of the Corporation. Any sum of money due and payable to the Handling Contractor (including security deposit returnable to him) under the contract Agreement may be appropriated by the Corporation and set off against any claim of the Corporation.

## **6. Penalty**

6.1 The Handling Contractor shall be responsible to maintain the condition & quality of cement entrusted to him and he shall be liable for deterioration etc. by omission neglect or misconduct on his part or his servants, employees & representatives etc. and in such cases the Corporation reserves its right to impound the Security Deposit in part or in whole the Corporation has right to recover from the Handling Contractor any damage or loss caused to the Corporation on this account.

6.2 In case, the Corporation is convinced about any malafide intention on the part of the Handling Contractor or its employees /servants/representatives etc. then a penalty of double the price of the cement applicable to the market value will be imposed at the discretion of the corporation and the same will be recovered from Handling Contractor without prejudice to any right of the Corporation.

6.3 The decision of the Corporation in regarding the assessment of damage/losses shall be final and binding on the Handling Contractor and the Corporation will, not be bound to prove actual loss/damages suffered to the extent of penalty levied.

6.4 The Corporation also reserves the right to encash the Bank guarantee amount without any notice if the circumstances so warrants and the Handling Contractor will be bound for the same.

## **7. Duration of Contract**

The contract shall be valid for a period of three months with the provision for further extension of three months if performance found to be satisfactory during the previous three months however, further three months validity of the contract is subject of the satisfactory performance of the contractor during the first three months and scoring above 60% in quarterly evaluation. The contract may be extended for further period of three months on the basis of satisfactory performance of the contractor for the past three months at the sole discretion of the corporation.

## **8. Termination of Contract**

8.1 This contract/agreement can be terminated by the CCI at any point of time by giving one month notice in writing to the Handling Contractor, without assigning any reasons thereof.

8.2 The quarterly performance of the Contractor will be monitored by concerned Officer of CCI and in case the performance is found unsatisfactory, as per the evaluation sheet at Annexure 5, the Corporation shall have the right to terminate this contract with immediate effect without assigning any reason thereof.

8.3 Notwithstanding what has been mentioned in clause 8.1 and 8.2 above the Corporation shall have the right to terminate this contract forthwith if there is any breach of any of the terms and conditions detailed herein on the part of the Handling Contractor without paying any compensation whatsoever.

Signature of the Contractor

## **Cement Corporation of India Limited**

### **PART-III-B**

#### **SPECIAL TERMS AND CONDITIONS**

#### **BRIEF NATURE OF JOBS FOR CLEARING, HANDLING, TRANSPORTATION AND STORAGE OF CEMENT AND LOADING INTO TRUCKS AT HUBLI.**

1. Handling Contractor shall remain in regular contact with the depot in-charge and collect delivery particulars from CCI Office.
2. The contractors shall arrange loading/unloading from railhead or CCI depot/godown as per the requirement specified to him from time to time on working days and arrange deliveries at the destinations of consignees according to the delivery schedule and as per the terms and conditions of the contract.
3. The contractor shall obtain clear acknowledgements from the consignees to whom cement is delivered regarding receipt of material in good condition and shall submit the same to Depot in-charge.
4. The contractor shall arrange to deliver invoices to the parties and obtain proper acknowledgements.
5. The contractor shall be responsible for collection of payment from the parties with the intimation of depot in-charge.
6. The contractor shall be responsible for the safety of the materials lying in his custody till the same is delivered to the parties.
7. The contractor shall be responsible to arrange proper storage of cement, in the Depot/Godown approved by CCI at his own cost.
8. The contractor shall be responsible for covering the goods being cleared, stored and transported with Insurance, for damage/transport risk any other kind of losses.
9. The contractor shall ensure that the cement is delivered immediately after instruction. In case of any delay or complaint from party, suitable penalty shall be imposed on contractor as decided by the Corporation.
10. The contractor shall be responsible for obtaining shortage/damage certificates from Railways for the material received short or in damaged condition failing which the loss or damage will be to contractor's account.
11. The Contractor/shall be liable to pay damage to Corporation in the event of any damage/loss caused to the cement till the time of delivery to the buyer/destination. To avoid damage/loss to cement in transit, the contractor shall indemnify the Corporation full cost or market rates of the prevailing prices of CCI's cement, whichever is higher.
12. The contractor shall get the materials tested, if required by the department/parties as per the normal procedure laid down by the Corporation and obtain test Certificate.

13. The work of transportation and the clearing, handling, & Storage works will be executed concurrently, as per directions of Depot in-charge.
14. The stocks of good cement/damaged cement/cut & torn bags shall be kept in the godown in accountable manner separately, for inspection.
15. It will be the responsibility of the contractor to ensure that there is no pilferage/damage/adulteration to the cement in transit .In case any of this is noticed, contractor will be held responsible and will be liable to compensate the Corporation as per decision of the Corporation. However, in case of pilferage/adulteration the penalty will be double the prevailing market price of cement.
16. Joint sample will be taken in the presence of the representative of handling Contractor on arrival of consignment at siding and it will be the responsibility of the Contractor to get the material passed from the consignee.
17. Octroi if any, will be paid by the Contractor and same will be reimbursed by CCI on production of original receipts.
18. In case any of the State/Central Govt. Deptt. indicate their terms and conditions for accepting the Cement, the same will also have to be accepted and ensured by the contractor.
19. The contractor will have to deposit cash security of Rs. 5,00,000/- (Rs.Five Lakhs only) and furnish a Bank Guarantee of Rs. 35,00,000/- (Rs. Thirty Five Lakhs only) for Rail fed Depot issued from any Nationalized / Scheduled Bank.
20. The Corporation reserves its right to make direct supplies to any Govt./Public Sector undertakings as per their requirement/order.
21. The Corporation also reserves its right to appoint more than one contractor for the entire work /supply etc.
22. All other responsibilities as have been specified in the tender document or specified in other terms & conditions for handling of cement will also be complied by the contractor.
23. The party shall provide suitable office space along with required furniture and fixtures for the depot incharge/officer of CCI within his office premise.
24. The contractor will remain in constant touch with all stockist / dealers in the market and will make all efforts to generate orders from them for the sale of cement of CCI.
25. The contractor has to co-ordinate with all the dealers / customers for collecting orders and timely arrangement of supply of cement to concerned customer(s)/dealer(s).
26. The contractor shall always upholds the prestige, brand image, reputation and good will of the CCI cement/ product and of Corporation. The contractor will also ensure that his employee/person are not indulged in any unsocial practice like adulteration, pilferages etc. In case it is noticed by the corporation, strict action will be taken.

(Signature of the contractor)

### **Instructions for Reverse Auction**

1. CCI reserves the right to go for e-auction as additional condition. In case of any eventuality, the cases will be decided as per the rates submitted in the e-tender. Hence, the bidders are advised to submit their offers accordingly.
2. Only the Bidders who have qualified the techno commercial bid of the tender and whose price bid has been opened are eligible for participating in the reverse auction.
3. The lowest landed cost (net price) of e-tender, evaluated after opening of price bids shall be considered as base price (floor price) for reverse auction and accordingly the reverse auction shall be started. All bidders will be given opportunity to look at to L-1 price and submit their net price in the reverse auction process.
4. The procedures and other terms & conditions of reverse auction shall be uploaded on our website one week before the opening of price bids and starting of reverse auction. The bidders are requested to go through our website regularly to keep them updated about the procedures and terms & conditions.

The bidders participating in reverse auction shall be required to complete all formalities & submit the required documents as desired under the above stated procedures and terms & conditions.



## Cement Corporation of India Limited

## Tandur Cement Factory

**Parameter of E-Reverse Auction:**

Estimated Cost / Entry Start Price / Reverse Price for e-Reverse Auction	L1 price of the financial bids of the Techno-commercially Qualified Bidders.
Minimum decremental value	To be notified by CCI on case to case basis in NIT.
Eligible Bidders to participate in e-Reverse Auction	Techno-commercially qualified bidders to give declaration to participate in Reverse Auction within an hour of opening of Price bids and all such bidders be issued user id and pass word for Reverse Auction.
Start Date & Time of e-Reverse Auction	_____ at 15.00 Hrs. (after 2 working days of opening of price bids)
Initial Duration of e-Reverse Auction	02 Hrs (from 15.00 Hrs to 17.00 Hrs.)
Automatic Extension of "Reverse Auction closing time" if the last bid received within a pre-defined time duration before the "Reverse Auction closing time:"	Yes
Pre-defined time duration (as mentioned above)	05 minutes
Time of each Automatic Extension	15 minutes
Display of Lowest Bid (L1)	Yes (To all Bidders) (Without the bidder identity)

**Reverse Auction Procedure:**

## VII. Procedure for e-Reverse Auction:-

1. The reverse auction is to be carried two days after the opening of e-price bids.
2. If L1 party decides to be out of reverse auction, the party will be allowed to do so. However, if the Reverse Auction yields a lower price, the L-1 party would have no claim / right to be awarded.
3. Other parties if opts out they will be assumed to be to be not participating in tender. No chance shall be afforded later.
4. Bidder has to quote price inclusive of P&F, inspection charges, taxes & freight etc.

5. The L-1 bidder after reverse auction shall be considered, as final L-1 & the case for awarding shall be processed as per policy & NIT.
6. In case bidder, not eligible for participation in reverse auction as per Clause VIII below mentioned guidelines, is an MSE, but their price quoted is within the band of L-1 + 15%, their bid shall be considered for participation in Reverse Auction in line with “Public Procurement Policy for Micro & Small Enterprises(MSEs) order-2012”.
7. The break-up of final price viz. basic rate, freight charge, inspection charge etc. will be taken for processing the case after reverse auction has concluded.
8. After conduction of reverse auction, distribution of work amongst bidders shall be done as per NIT, after evaluating L-1, L-2 etc.

VIII. Guidelines for Reverse Auction:-

1. Any tender can be cancelled/withdrawn at any time before award of contract, which is invariably mentioned in NIT.
2. Number of participants allowed in reverse auction:
  - a. In case of single eligible (techno- commercial qualified) party, no reverse auction shall be conducted & tender shall be finalized subject to reasonability of the rate.
  - b. Reverse Auction shall be conducted for two (2) or more techno-commercially qualified parties.
  - c. For 2-4 techno- commercially qualified parties, reverse auction shall be conducted with all parties.
  - d. For 5-6 techno- commercially qualified parties, one highest bidder (H-1) shall not be allowed to participate in reverse auction.
  - e. For 7-10 techno commercially qualified parties, two highest bidders (H-1 & H-2) shall not be allowed to participate in reverse auction.
  - f. For more than 10 techno- commercially qualified parties, only lowest 8 (eight) bidders shall be allowed to participate. However, in case of tie in the eighth (last) position, all such parties shall be allowed to participate in the reverse auction i.e., in case there is tie of 2 parties in 8<sup>th</sup> lowest position (L-8), then both of them shall be allowed to participate in reverse auction.
3. Lowest bid implies the bid whose landed cost is lowest considering freight, inspection charge & less input credits for GST. (Reverse auction shall be conducted on landed cost excluding GST).
4. The base price, minimum detrimental value, pre-defined time duration of quoting the revised rate (in minutes) shall be available with the service provider portal as per the format to be uploaded with NIT.
5. Closing price (CP) of reverse auction shall be treated as new L-1 and tender shall be processed accordingly.

Complaints may be given, if any regarding denial of service or any related issue, in writing through e-mail/fax to the service provider, with copy of [mm\\_co@ccilttd.in](mailto:mm_co@ccilttd.in), within 15 min prior to initial closing time of reverse auction.

**Cement Corporation of India Limited**

(A Govt of India Enterprise) Crystal Plaza 4th Floor, Near Mediscan Lab Court Road,  
Kalaburagi Pin - 585102

**Price Bid**

FOR RAIL DEPOTS

RATES FOR CLEARING,FORWARDING,HANDLING,TRANSPORTATION AND STORAGE OF CEMENT &  
LOADING INTO TRUCKS

At Hubli

SL NO	JOB DESCRIPTION	RATES (Rs per MT)	
		In figures	In words
1(a)	Consolidated Rates for Handling & Clearing at Railhead, Transportation & Storage in godown and loading from godown to trucks ( with godown Facility). For consignments received by Rail		
1 (b)	Consolidated rates for clearing at railhead, unloading from wagons & loading into Trucks		
2	All applicable Tax to be mentioned.		

P.S:

1. In case of difference in the rates mentioned in figures and words, the amount mentioned in words will only be considered.
2. All the Taxes, if any should be shown separately.

Date:

**SIGNATURE OF TENDERER  
WITH SEAL & FULL ADDRESS**

