

**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@ccilttd.in](mailto:gmnou_co@ccilttd.in)  
Website: [www.ccilttd.in](http://www.ccilttd.in)

NIT No.: GM (NOU)/AKU/RLY-SIDING/04-02/2022

Dated: 02-03-2022

**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 West ward Line No-1 (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 [www.ccilttd.in](http://www.ccilttd.in), [www.eprocure.gov.in](http://www.eprocure.gov.in). and [www.cci-etender.com](http://www.cci-etender.com) of Antares Systems Ltd.

<b>E-TENDER No.</b>	GM (NOU)/AKU/RLY-SIDING/04-02/2022
<b>MODE OF TENDER</b>	e-Procurement System (Online Part A - Techno-Commercial Bid and Part B - Price Bid) through <a href="http://www.cci-etender.com">www.cci-etender.com</a> of Antares Systems Ltd.
Date of NIT available to parties to download	From 03.03.2022 (10.00 hrs.) Till 16.03.2022 (15.00 hrs.)
Pre-Bid Meeting Date  Pre-Bid Meeting Venue	Pre-Bid Meeting will be held on <b>08.03. 2022 (14.30 hrs.)</b> CCI , Corporate Office, Core 5, SCOPE 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 08.03. 2022 (up to 11.30 AM) prior to the pre-bid meeting, on the email ID: <a href="mailto:gmnou_co@ccilttd.in">gmnou_co@ccilttd.in</a>
Last date of site visit (if needed) by the bidders	07.03.2022 ( 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	<b>16.03.2022</b> (15.00 hrs.)
EMD Amount	Rs. 1.50 Lakhs (Rs. One lacs fifty Thousand 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 <a href="http://www.cci-etender.com">www.cci-etender.com</a>	<b>From 03.03.2022 (10:00 hrs.)</b> <b>Till 16.03.2022 (15:00 hrs.)</b>
Date & time of opening of <b>Part-A</b> (i.e. Techno-Commercial Bid)  Part-B Price Bid: Date of opening of <b>Part-B</b> i.e. price bid shall be informed separately	<b>16.03.2022 at 15.30 hrs.</b>  --
Validity of bids	120 days from the date of the techno-commercial bid opening.

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

NIT No.	Name of the work
GM (NOU)/AKU/RLY-SIDING/04-02/2022	Renting of CCI- Akaltara Railway Siding- Exchange Yard West ward Line No-1(out-side factory premises.) at CCI- Akaltara Cement Factory, Distt.- Janjgir – Champa , Chhattisgarh.

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.

**Parameter of E-Forward Auction:-**

Estimated Cost /.Entry Start Price/Reserve Price for e- Forward Auction	H1 price of the financial bids of the Techno-commercially Qualified Bidders
Minimum Incremental Value	Rs. 10000 /-
Eligible Bidders to participate in e- Forward Auction	Techno- Commercially qualified bidders to give declaration to participate in Forward Auction within an hour of opening of price bids and All such bidders be issued user id and password for Reverse Auction
Start Date & Time of e- Forward Auction	----- at 14.30 hrs (after 2 working days of opening of price bids)
Initial Duration of e- Forward Auction	2Hrs (from 14.30 to 16.30Hrs)
Automation Extension of “ Forward Auction closing time” if the last bid received within a pre-defined time duration before the “ Forward Auction Closing Time”	Yes
Pre- defined time duration (as mentioned above)	05 minutes
Time of each Automatic Extension	15 minutes
Display of Highest Bid(H1)	Yes ( to all bidders )(without the bidder identity)

**Forward Auction Procedure:-**

- 1) The Forward auction is to be carried two days after the opening of e- price bids.
- 2) If H-1 party decides to be out of Forward auction, the party will be allowed to do so.
- 3) Other parties if opt out they will be assumed to be not participate in tender. No chance shall be afforded later.
- 4) The H-1 bidder after Forward auction shall be considered as final H-1 & the case for awarding shall be processed as per policy & NIT.

**GM (NOU)**

**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, 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.

01)	<p>Process of E-Tender:</p> <p><b><u>Registration:</u></b></p> <p>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).</p> <p><b>SPECIAL NOTE: THE PRICE BID AND THE TECHNO-COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <u>www.cci-etender.com</u></b></p> <p>Vendors are required to register themselves online with <b><u>www.cci-etender.com</u></b> → '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).</p> <p>Contact person (Cement Corporation of India):</p> <table border="0"> <tr> <td>1. GM (NOU),</td> <td>2. AGM (Comm)</td> </tr> <tr> <td>Mobile: 8319779700</td> <td>Mobile : 9993752836</td> </tr> <tr> <td>E-mail: gmnou_co@ccilttd.in</td> <td>E-mail: mm_co@ccilttd.in</td> </tr> </table> <p>Contact person (Antares Systems Ltd):</p> <table border="0"> <tr> <td>1. Mr. Pravesh Mani</td> <td>2. Helpdesk Sr.Exe-CRM</td> </tr> <tr> <td>Ph: 9795607892, Mobile: 09044314492</td> <td>Ph: 033-46046611</td> </tr> <tr> <td>Email:praveshmani.t@antaressystems.com</td> <td></td> </tr> </table> <p><b>B) System Requirement:</b></p> <p>Windows 8,10 Professional Operating System, Internet Browser-9,10 &amp;11. Signing type Class 3 digital signature Java JRE 6 and above</p>	1. GM (NOU),	2. AGM (Comm)	Mobile: 8319779700	Mobile : 9993752836	E-mail: gmnou_co@ccilttd.in	E-mail: mm_co@ccilttd.in	1. Mr. Pravesh Mani	2. Helpdesk Sr.Exe-CRM	Ph: 9795607892, Mobile: 09044314492	Ph: 033-46046611	Email:praveshmani.t@antaressystems.com	
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Email:praveshmani.t@antaressystems.com													
02)	<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.</p> <p><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></p> <p>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.</p>
03)	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
04)	<p>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.</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>
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 Tender wizard (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)	<p><b><u>Bidding in e-tender:</u></b></p> <p>a) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>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.</p> <p>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 &amp; conditions for the tender.</p> <p>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.</p>

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 <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)	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.

For and on behalf of CCI Ltd,

**GM(NOU)**

(On the letterhead of the bidder)  
Covering Letter

To,  
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,

With reference to your NIT No. .... Dated .....

I/We am/are hereby uploading the scanned copies of the following documents online for your reference:

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-2	
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 Cl.1 of eligibility Criteria of Part-III)	

(Note:- to get Annexures, General Terms and Conditions part I &II, party may visit to CCI web site, ccilttd.in and down load the same as well as get assistance of CCI concerned officials.)

(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 (Line No-1) – Exchange Yard at Akaltara, Distt. Janjgir - Champa, Chhattisgarh will be given to the actual users only. Bidders 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 Bidders should have logistics experience of 2 years in handling of bulk goods via Rail/Road. End users transporting their own goods via Rail/Road shall also be considered. Bidder as an entity should have minimum turnover of Rs.2 crores during last 3 years.
  - 1.2 The bidders are requested to visit the CCIP Akaltara siding before bidding, particularly on or before 07.03.2022 ( 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. Bidders 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 to 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 operational and is being utilized by SER for ballast loading. The bidder has to take concern from Railway authority to load their material along with SER ballast loading from the same line. If any demand of dues is raised by the railways, subsequent to award of the contract for railway siding, during their period of operation, the same shall be cleared by sharing on prorata basis of work allotted to the party(s).
  - 2.2 The successful Tenderer(s) 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 including OHE maintenance 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 Bidder(s). In case of more than one co-user the maintenance charges to be borne by sharing in proportion to their allocated numbers of rakes.

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. Bidding :

3.1 Reserve Price has been fixed at Rs.6 (Six) lakhs per month for handling up to five (5) numbers of rakes excluding GST. The parties are expected to bid and quote including 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, beyond 5 rakes the successful Bidder shall pay on pro-rata basis.

3.2 CCI reserves the right to award to more than one bidder as co-user, to ensure maximum revenue, subject to Railways Rule. In such a situation, the MAR per rake shall be the highest per rake quoted by H-1 party which is to be matched by other co-user.

3.3 In case even after e-forward Auction, the final rate gets tie and remains same for more than one bidder, the H-1 will be finalized by lottery.

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 final allocated work value in advance. In addition, the monthly charges will also be paid in advance by 5<sup>th</sup> of each month. However, CCI reserves the right to terminate the lease to use the railway siding at any time with two month notice.
5. The successful tenderer will also have to pay the fixed charges such as Railway Land Rent, maintenance charges, Inspection charges of private siding, establishment charges of S.E. Railway Staff and any other periodical charges payable to the Railway for using the railway siding etc. as per actual to Railway Authority within due date and provide the acknowledgement of such payment to CCI, Akaltara. In case of more than one co-user the maintenance charges to be borne by sharing in proportion to their allocated numbers of rakes.
6. 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.
7. Compliance of all the local laws will be responsibility of the successful Bidders. It will also be their responsibility to seek prior clearance from all the appropriate authorities.
8. 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.

9. 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.
10. 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.
11. The transportation of materials from CCI-Akaltara Railway Siding shall be the sole responsibility of the successful tenderer.
12. 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.
  - 12.1 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.
  - 12.2 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.150000/- (Rupees One Lacs & Fifty Thousand only) through e-Payment (through e-tendering portal Gateway). In case of any bidder backs out after participation, the EMD will be forfeited. However the EMD of the unsuccessful bidder will be refunded as per rule.
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 in favor 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. EMD of the successful bidder will be adjusted with SD.
16. All applicable 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 Govt. will have overriding effect on continuation/ termination of the lease. However under such eventuality two months' 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 consideration of disinvestment process. In such case the corporation reserves the right to terminate the contract giving **two** 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** by mutual consent.

**21. e-Forward Auction:**

Instructions for e-Forward 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 forward auction.
3. The highest quoted rate per rake(net price) of e-tender, evaluated after opening of price bids shall be considered as base price (floor price) for forward auction and accordingly the forward auction shall be started. All bidders will be given opportunity to look at to H-1 price and submit their net price in the forward auction process.
4. The procedures and other terms & conditions of forward auction shall be uploaded on our website well before starting of e-forward auction. The bidders are requested to go through our website regularly to keep them updated about the procedures and terms & conditions.
5. Incremental value for e-Forward Auction will be Rs.10000/-(Ten thousand only).

6. The bidders participating in forward auction shall be required to complete all formalities & submit the required documents as desired under the above stated procedures and terms & conditions.
22. If required, as per Railway norms, Installation of in-motion Weigh Bridge and its maintenance will be in the scope of the successful Bidder.
23. **Penalty** : After the award of the Tender, In case if the Bidder backs out, disputes the payment terms, do not adhere to or do not comply to the tender terms and conditions, as well as any action of the party liable to the breach of the contract, the S.D. as well as Advance deposited shall be forfeited.

In case of revenue losses caused by any of the co-user by not clearing the loading platform in due time, creating hindrance to other co-users or any act of co-user which will cause losses, such co-user will have to indemnify CCI. Such losses will be recovered from such party(s). Decision of CCI in this matter will be final and binding.

**24. Force Majeure conditions**

- 24.1 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.
- 24.2 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.
- 24.3 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.

**25. JURISDICTION:**

- 25.1 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.

**26. LAWS GOVERNING THE CONTRACT:**

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

**27. NOTICE:**

27.1 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.

**27.2**

a. Form of Notice: All notices, demands and communications between the parties must be in 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.

28. In case, the payment is not received on due date, interest @ 2% per month on outstanding amount shall be charged for delayed period.

29. 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.

30. 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.

31. CCI may terminate this contract at any time after giving Two month 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,
- d) 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.

=====XXXXXXXXX=====

**CEMENT CORPORATION OF INDIA LTD  
NEW DELHI**

NIT No. : GM (NOU)/AKU/RLY-SIDING/04-02/2022

Dated: --.--.2022

**PRICE BID FORMAT**

Renting of Akaltara Railway Siding-Exchange Yard (West ward Line No.-1--outside factory premises) as is where is basis :

Name of Party : .....

Particulars	Rate
Minimum Assured Revenue (MAR) to be quoted not less than Rs.6 lakh excluding GST for handling up to five (05) number of railway rakes, payable in advance on monthly basis by 5th day of each month. (Note- handling rakes beyond 05 rakes in a month will be charged extra on pro-rata basis)	Rs. .... Rupees (in Words) :- ..... .....

- The contract shall be awarded based on the highest MAR rate quoted among the parties above Rs.6 (Six) lakh, for (05) five numbers of rakes per month without taking into consideration the additional rakes. H-2, H-3 may be allowed as co-user on matching the finalized H-1 rate.
- Additional Rakes, beyond 5 (five) numbers of rakes, will be charged on pro-rata basis of Minimum Assured Revenue as explained in point no. 3 of part III special Terms & conditions.
- CCI will apply GST on the total monthly bill to be raised. GST will be at the rate as applicable time to time.

CCI reserves the right to award to more than one bidder as co-user, to ensure maximum revenue; the MAR per rake shall be the highest per rake quoted by H-1 party which is to be matched by other co-user.

Signature : .....

Name in full : .....

Name of the Party : .....

Contact no. : .....

E mail : .....

Address : .....

Place : .....

Date : .....

Seal of the Company /Firm: