

**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/04-08/2023

Dated: 12.06-2023

**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 West ward (Line No-1) of 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 [www.ccilttd.in](http://www.ccilttd.in), [www.eprocure.gov.in](http://www.eprocure.gov.in). & [www.eprocure.nic.in](http://www.eprocure.nic.in) . No Reverse Auction will be performed for this Tender.

E-TENDER No.	GM (NOU)/AKU/RLY-SIDING/04-08/2022
MODE OF TENDER	e-Procurement System (Online Part A - Techno-Commercial Bid and Part B - Price Bid) through <a href="http://www.eprocure.nic.in">www.eprocure.nic.in</a>
Date of NIT available to parties to download	From 13.06.2023 (13.00 hrs.) Till 04.07.2023 (15.00 hrs.)
Last date of site visit (if needed) by the bidders	03.07.2023 ( 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	04.07.2023 (15.00 hrs.)
EMD Amount	Rs 4.30 Lakhs (Rs. Four Lakhs thirty 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> & <a href="http://www.eprocure.nic.in">www.eprocure.nic.in</a>	From 13.06.2023 (10:00 hrs.) Till 04.07.2023 (15:00 hrs.)
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	05.07.2023 at 15.30 hrs. --
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/04-08/2023	Renting of our West ward (Line No-1) of Akaltara Railway Siding-Exchange Yard (out-side factory premises.) at our Akaltara Cement Factory, in Janjgir - Champa Distt. of 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 the 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 the contract, upload the Tender section of our website. The Venders are advised to understand GTC and successively submit the various Annexures as given in the attached checklist, as a token of their acceptance of the same.

GM (NOU)

**IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT**

This is an e-procurement event of Cement Corporation of India. The e-procurement service provider is with [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app). Only after

You are requested to read the Tender Terms & Conditions (Annexure: I to IV) of this tender before submitting your online tender. Bidders 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>Registration:</b> Registration:</p> <p>The process involves vendor's registration with <a href="http://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a>. 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 the Internet. (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 <a href="http://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a></b></p> <p>Vendors are required to register themselves online with <a href="http://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a> → 'Vendor Enrollment' link. Filling up details and creating your 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>Contact person (Cement Corporation of India):</p> <table border="0"> <tr> <td>1. GM (NOU), Sh. M. K. Upadhyay, Mob. 8319779700 E-mail: <a href="mailto:gmnou_co@ccilttd.in">gmnou_co@ccilttd.in</a></td> <td>2. AGM (NOU) Mobile: Sh. S. K. Sudhansu, Mobile : 9435550353</td> </tr> </table> <p>B) System Requirement: 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), Sh. M. K. Upadhyay, Mob. 8319779700 E-mail: <a href="mailto:gmnou_co@ccilttd.in">gmnou_co@ccilttd.in</a>	2. AGM (NOU) Mobile: Sh. S. K. Sudhansu, Mobile : 9435550353
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02)	<p><b>(A)</b> 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.</p> <p><b>(B)</b> Part-B Price bid will be opened electronically of only those bidder(s) whose 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 Bidders 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 online 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 the Upload <i>Documents</i> link in My menu to upload documents in the document library. Multiple documents can be uploaded. Maximum size of a single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through the Attach <i>Document</i> 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 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>Bidding in e-tender:</b></p> <p><b>a)</b> It is mandatory that all the bids are submitted with a digital signature certificate otherwise the same will not be accepted by the system.</p> <p><b>b)</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><b>c)</b> 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><b>d)</b> 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.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a> of NIC

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)	
13	Annexure-9 (Declaration letter of having read and understood the GTC)	

Note:- to get Annexures, General Terms and Conditions part I &II, party may visit to CCI website, ccilttd.in and download the same as well as get assistance from 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

Renting of CCI West Ward (Line No-1) of Akaltara Railway Siding- Exchange Yard (out-side factory premises.) at CCI - Akaltara Cement Factory, in Janjgir – Champa Distt. of Chhattisgarh will be given as a Co-user

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:**

- 1.1 The bidder should have logistics experience of minimum 2 years in handling bulk goods via Rail/Road. End users transporting their own goods via Rail/Road shall also be considered.
- 1.2 Bidders as an entity should have a minimum turnover of Rs.2 crores per year Average of the last 3 financial years.
2. The Bidders are requested to visit the CCIP Akaltara siding before bidding, particularly on or before submitting the tender to ensure its workability, suitability etc. about the siding, on later stage the CCI will no way be held responsible on any such matter(s),
3. The successful Bidder has to submit their detailed proposal to the concerned railway authorities, to obtain unconditional No Objection for use of CCI railway siding at Akaltara to facilitate inward and outward traffic for their goods from the Railway. However, if CCI wants to use its Railway Siding for inward/outward traffic during the contract period it will have the overriding right to use the same.
4. The West ward Railway track (Line no-1) is presently operational and is being utilized by SER for ballast loading and storage. The successful Bidder has to take permission from the Railway authority to load their material along with SER ballast loading / unloading from the same line. There are no dues pending with railways, however If any demand of dues for railway siding is raised by the railways, subsequent to award of the contract for railway siding i.e. during their period of operation, the same shall be cleared by the party(s).
5. The successful Bidder (s) will have to do the maintenance of Railway Siding as per Railway norms /guidelines at his cost. Apart from this, the party has also to arrange all other maintenance works like leveling/repairing of loading platform, earth work, track maintenance, lighting arrangements etc. as per siding requirement under Railway norms.

Before submission of tender, the Bidder may get total maintenance charges confirmed from Railway including OHE maintenance as per Railway maintenance norms, as applicable. Bidders have to visit and inspect the siding/track conditions on their own cost in their interest.

Any claim whatsoever will not be considered /entertained by CCI in this regard, at any stage. The total maintenance charges subsequent to date of issue of PO shall be borne as per actual by the successful Bidder. The bidder has to arrange the track fitness certificate from the Railway.

6. The successful Bidder shall be considered as Co-user and NOC/Indemnity from CCI as per railway norms shall be issued to the successful bidder on receipt of reciprocal indemnity from successful bidder to CCI. Further, CCI shall give NOC and other permission to the successful bidder to engage any number of parties as Co-users of Westward Railway track (Line no.1) subject to railway norms. NOC/Indemnity from CCI as per railway norms shall be issued to the successful bidder/ his authorized co-user on receipt of reciprocal indemnity from successful bidder/ his authorized co-user to CCI and further subject to the conditions that the successful bidder shall indemnify the CCI for any damages/dues of these Co-users while using the CCI siding.
7. Reserve Price has been fixed at Rs.6.0 (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 charge (Base price plus premium) is hereafter called Minimum Assured Revenue (MAR).

However the calculation for the payment of extra rake (beyond 15 rakes) shall be done on quarterly basis. It will charged as per the formula : Extra Amount in Rs = [ (Actual Rake loaded in a quarter -15) x MAR ] / 5

#### 8. Payment Schedule

- 8.1 Earnest Money Deposit:- Submission of Earnest money of Rs.4,30,000/- (Rupees four Lacs & thirty Thousand only) through e-Payment (through e-tendering portal Gateway). In case any Bidder backs out after participation, the EMD will be forfeited. However, the EMD of the unsuccessful bidder will be refunded as per rule.
- 8.2 CCI, will permit the successful Bidder to use the Westward Railway track (Line no.1) of CCI railway siding at Akaltara and for this purpose the successful Bidder have to pay an interest free advance amount equal to five months Minimum Assured Revenue (MAR).
- 8.3 CCI will raise the bill on monthly basis based on the number of rakes used and while raising the bill it will be ensured that interest free advance deposit does not fall below the 5 times MAR. The bill should be cleared by the successful bidder within 7 days failing which CCI reserves the right to suspend the siding use by the successful bidders/his authorized Co-users.
- 8.4 Security Deposit: The successful Bidder will have to give interest free refundable security deposit 5% of the Contract Value ie 36 x Minimum Assured Revenue (MAR) by way of RTGS/NEFT in favor of Cement Corporation of India Ltd., within 15 days from the date of Work Order. Bank guarantee (BG) may also be accepted for SD, for a period of 18 months from the date of Work Order. This SD will be refunded after 3 months of completion of rental period, deducting dues, if any and after getting clearance from Railways. EMD of the successful bidder will be adjusted with SD.

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 Bidder.

- 8.5 The successful Bidder has 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.



Payment Schedule [Table-1]

Sr No	Particular	Amount	Time	Remarks
01	EMD	Rs. 4,30,000	Before participate in the tender	It will be Adjusted in SD for Successful Bidder and returned to Unsuccessful Bidder within 15 Days of Finalization of Tender
02	Advance	Five times of MAR	Before starting the Contract.	It will be released within 15 days of successful completion of contract.
03	Security Deposit	5% of Thirty Six Times of MAR	Within 15 Days of Issue of Work Order	SD will be refunded after 3 months of completion of rental period, deducting dues, if any and after getting clearance from Railways.
04	Monthly Charge	On Monthly basis based on actual number of rakes loaded.	First payment from the Date of NOC from Railway & Subsequent payment within 7 days of raising of bill by CCI.	CCI will raise the bill on monthly basis based on the number of rakes used and while raising the bill it will be ensured that interest free advance deposit does not fall below the 5 times MAR. has a buffer advance of minimum 15 rakes. The counting of rakes shall be as per clause 7 and payment as per clause 8.
05	Fixed or Any Other Charges	Actuals	Time to Time	Payment to be done to Concerned Authorities

9. Period of Contract:

The contract shall be awarded for a period of three years and date of start shall be from the date of getting the no objection certificate (NOC) form the Railways. The time limit for getting NOC from railways will be three months from the date of issue of work order after which CCI reserved the right to cancel / review the contract including extending NOC period. The period of contract can, however, be extended for a further period of one year by mutual consent.

10. Penalty :

10.1 After the award of the Tender, In case if the Bidder backs out, disputes the payment terms, does not adhere to or does not comply with 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.

10.2 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.

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

## 11. General Terms

11.1 If required, as per Railway norms, Installation of in-motion Weigh Bridge and its maintenance will be in the scope of the successful Bidder.

11.2 All indents will be raised by the successful Bidder/Bidder's authorized co-user. 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.

11.3 Compliance of all the local laws will be the responsibility of the successful Bidder/Bidder's authorized co-user. It will also be their responsibility to seek prior clearance from all the appropriate authorities.

11.4 The Bidder/Bidder's authorized co-user 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 successful Bidder.

11.5 The Bidder/Bidder's authorized co-user will be solely responsible for ensuring the implementation and compliance of labour laws or any other legal laws affecting the engagement of labours. The Bidder/Bidder's authorized co-user 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.

11.6 In case there is any incidence/ accident resulting into track jamming and blockage of traffic on account of the Bidder/Bidder's authorized co-user , it will be the Bidder'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 Bidder/Bidder's authorized co-user

11.7 The transportation of materials from CCI-Akaltara Railway Siding shall be the sole responsibility of the successful Bidder.

11.8 In case CCI has to pay any demurrage/wharfage or any other charges to Railways due to blockage of track on account of the Bidder, the same will be paid by the Bidder to CCI immediately for making payment to Railways on rake to rake basis.

11.9 The successful Bidder 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.

11.10 In case of any damage to the track, for any reason, damage to the property of the Corporation, the successful Bidder/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.

## 12. Arbitration Clause:

12.1 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.

12.2 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.

12.3 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.

### 13. Force Majeure conditions

13.1 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 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.

13.2 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.

13.3 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.

### 14. JURISDICTION:

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.

### 15. LAWS GOVERNING THE CONTRACT:

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

### 16. NOTICE:

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.

- 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.

17. The Bidder shall directly be responsible for all or any dispute arising between him and his employees and keep the Corporation indemnified against all loss, damages & claim arising thereof.
18. The Bidder 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.
19. Termination of Contract 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, If the party violates any of the terms and conditions stated in the contract.
  - b) 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.
  - d) Akaltara Unit is under the consideration of disinvestment process. In such a case the corporation reserves the right to terminate the contract giving two months' notice to the party, for which there should not be any dispute. The relevant rent in case have been paid in advance, shall be adjusted considering the actual time of use of the siding.

GM (NOU)

=====XXXXXXXX=====

CEMENT CORPORATION OF INDIA LTD  
NEW DELHI

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

Dated: ---.---.2023

PRICE BID FORMAT

Renting of West ward Line No-1 of CCI Akaltara Railway Siding- Exchange Yard (out-side factory premises.) at Akaltara Cement Factory, in Janjgir – Champa Distt. of Chhattisgarh

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 per month. The number of rakes shall be measured as per clause 7 & payment made as per clause 8.	Rs. .... Rupees (in Words) :- ..... .....

1. 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.
2. Additional Rakes, beyond 15 (fifteen) numbers of rakes per quarter, will be charged on pro-rata basis of Minimum Assured Revenue (MAR) as explained in point no. 7 of part III special Terms & conditions.
3. GST will be extra. CCI will apply GST on the total monthly bill to be raised. GST will be at the rate as applicable time to time.

Signature : .....

Name in full : .....

Name of the Party : .....

Contact no. : .....

E mail : .....

Address : .....

Place : .....

Date : .....

Seal of the Company /Firm:

**NOTE: THE TENDER WILL BE DECIDED SOLELY ON THE BID QUOTED BY THE BIDDER. THERE WILL BE NO REVERSE AUCTION.**