



CEMENT CORPORATION OF INDIA LIMITED
(A Govt. of India Enterprise)
CORE -5, SCOPE COMPLEX
7, LODHI ROAD, NEW DELHI-110 003

TENDER NOTICE No:6(10)/11-MMO

Sealed and superscribed tenders are invited from eligible and interested e-Auctioning Service Providers to implement e-Auctioning process for sale of assets of CCI Units situated at Kurkunta (Distt. Gulbarga, Karnataka), Mandhar (Distt. Raipur, Chhattisgarh), Akaltara (Distt. Bilaspur, Chhattisgarh), Nayagaon (Distt. Neemuch, Madhya Pradesh), Charkhi Dadri (Distt. Bhiwani, Haryana), Delhi Grinding Unit (New Delhi) and Bhatinda Grinding Unit (Bhatinda, Punjab) by Asset Sale Committee (ASC) and also to assist and facilitate ASC in the process of sale.

Last date for sale of tender documents	Last date for submission of Tender (by 2.30 PM)	Earnest money deposit by way of DD/Pay Order (Rs)
16.11.2011	17.11.2011	Rs.1,00,000/-

The tender documents can be purchased from HOD (Fin) at the above mentioned address on any working day between 3.00 pm to 5.30 pm on payment of Rs. 5000/- (non-refundable) by way of DD/Pay Order, in favour of Cement Corporation of India Ltd., payable at New Delhi. In addition to the sale of tender documents manually, the complete set of tender document is also available on CCI website No. www.cementcorporation.co.in. IFCI Web site No: www.ifcilt.com, SBICAP web site no: www.sbicaps.com and NIC Website No: <http://tenders.gov.in> Interested parties may download the tender documents from any of the above website, but the tenderer has to pay the amount towards cost of the tender document by DD/Pay Order, at the time of submission of tender.

The tenders are required to be submitted in two parts, one containing techno-commercial bid along with EMD of Rs.1,00,000/- by way of DD/Pay Order, in favour of Cement Corporation of India Ltd., New Delhi and the other containing price bid only. The tender should be submitted at above address.

SSI units registered with NSIC and Public Sector Undertakings are exempted from furnishing EMD. No tenderer can participate without having purchased manually or have downloaded CCI's tender documents and paid the requisite amount.

The techno commercial bids of above tender will be opened on 17.11.2011 at 3.00 PM in the presence of interested tenderers or their authorised representatives who may like to be present. Tenders received late or without earnest money shall not be entertained.

The Corporation reserves the right to reject any or all tenders without assigning any reasons thereof.

General Manager (MM)-I/C



TENDER DOCUMENT

FOR

**E-AUCTIONING SERVICE PROVIDER
FOR SALE OF ASSETS OF
THE CLOSED UNITS OF
CEMENT CORPORATION OF INDIA LTD.**

**LAST DATE FOR SUBMISSION OF TENDER
(14.30 HOURS OF 17th NOVEMBER, 2011)**

CEMENT CORPORATION OF INDIA LTD.
CORE 5, SCOPE COMPLEX,
7 LODHI ROAD,
NEW DELHI 110 003.

Phone No: 011-24365358, 30482527
Fax.No.: 011-24365359
Website : www.cementcorporation.co.in
E-Mail: opns_co@cementcorporation.co.in



TABLE OF CONTENTS

1.0	Tender Summary.....	1-2
2.0	Preamble.....	3
3.0	TENDER Details	4
3.1	Eligibility Criteria	4
3.2	Scope of work.....	5-15
3.3	Roles & Responsibilities	16
3.4	Solution Components	17
4.0	Broad features of the system.....	18
4.1	End-to-end Solution:	18
4.2	Flexible and Scalable solution	18
4.3	Localization Factor:	18
4.4	Security:	18
4.5	On-Line availability:	19
4.6	Confidentiality:	19
5.0	Technical Bid:	20
6.0	Price Bid:.....	21
7.0	Period of validity of quotation.....	22
8.0	Earnest Money Deposit	23
8.1	Instruction for submitting Bid	23
8.2	Two Part Bid System.....	23
8.3	Address for Bid Submission.....	23
8.4	Last date for Bid Submission	24
8.5	Bid Opening date:.....	24
8.6	Rights of Seller:.....	24
8.7	Payment Terms:.....	24
9.0	Contact for Technical Information.....	25
10.0	Force Majeure	26
11.0	Dispute under the contract and arbitration	27
12.0	Jurisdiction	27
13.0	Service provider's responsibilities and liabilities	28
14.0	Server availability	29
15.0	Contract Performance Guarantee	30
16.0	Indemnity	33
17.0	Signing of the contract.....	33
18.0	Delay in the Service Provider's performance	33
19.0	Criteria for award of work by CCI	34
20.0	Clarification of bidding documents	35
21.0	Amendments to Bid Information	36
22.0	Prices	37
	Annexure I Contract Performance Bank Guarantee Format	31-32
	Annexure-II Non-Disclosure Agreement Format	38-46
	Annexure-III Terms & Conditions Agreement Form	47
	Annexure-IV Technical Checklist	48
	Annexure-V Price Bid	49



1.0 Tender Summary

1. Tender inviting Authority,
Designation and Address

**General Manager (MM) I/C,
Cement Corporation of India Ltd.**
CORE 5, SCOPE Complex,
7 Lodhi Road,
New Delhi 110 003.

Phone No. 011-24365358, 30482527
Fax. No.011-24365359
Website : www.cementcorporation.co.in
E-mail: opns_co@cementcorporation.co.in

2. (a) Name of the Work

**Setting up online e-Auctioning Platform
for selling the assets & properties of
closed Units of CCI by way of
e-Auctioning System.**

- (b) Tender reference

6(10)/2011-MMO

- (c) Place of execution

Throughout India.

3. Request for Tender documents
available place and due date
for obtaining tender

Tender documents can be purchased on all working days during office hours from 17.10.2011 to 16.11.2011 from the address mentioned in (1) above paying requisite amount by Demand Draft. In case the tender document is downloaded from website, the cost of tender document must be enclosed along with Techno-commercial Bid.

Amount required by way of
Demand Draft of nationalized
Bank for cost of document

Rs.5,000/- by Demand Draft/Pay Order in favour of "Cement Corporation of India Ltd" payable at "New Delhi". Bidders may download the document available on website www.cementcorporation.co.in and submit their bid by enclosing a Demand Draft/Pay Order of Rs.5000/- in favour of Cement Corporation of India Limited in the Technical Bid cover.



4. Earnest Money Deposit (EMD) amount by way of Demand Draft /Pay order only Rs.1,00,000/- (Rupees one lakh only) by Demand Draft/Pay Order in favour of "Cement Corporation of India Ltd" payable at "New Delhi".
5. Due date, time and place of submission of TENDER At the above mentioned address (at Serial No.1) on or before 17.11.2011 (upto 14.30 Hours).
6. Place, date and time of Opening of Technical Bid. At the above mentioned address (at Serial No.1) at 15.00 Hours on 17.11.2011.
7. Other important criteria specified by the Tender Inviting Authority:-
1. Detailed eligibility criteria are given in the Tender Document.
 2. Two-Bid System i.e., Techno commercial Bid and Price Bid will be followed. Price bid of only those parties will be considered who fulfill the requisite techno – commercial eligibility criteria as per the tender.
 3. TENDER received after due date and time shall be summarily rejected.

**General Manager (MM) I/C
Cement Corporation of India Ltd., New Delhi**



2.0 PREAMBLE

Objective

CCI intends to identify a suitable "**Service Provider**" for **development/maintenance/operation of e-Auction platform** to dispose the assets of the closed Units of the Company situated at Kurkunta (Distt. Gulbarga, Karnataka), Mandhar (Distt. Raipur, Chhattisgarh), Akaltara (Distt. Janjgir-Champa, Chhattisgarh), Nayagaon (Distt. Neemuch, Madhya Pradesh) and Charkhi Dadri (Distt. Bhiwani, Haryana), Delhi Grinding Unit (Okhla , New Delhi) and Bhatinda Grinding Unit (Bhatinda , Punjab).

Background

Cement Corporation of India Ltd (CCI) is a Central Public Sector Undertaking under Department of Heavy Industry, Ministry of Heavy Industries & Public Enterprises, Government of India.

The assets of the Company are proposed to be sold by the Asset Sale Committee (ASC) constituted as per the directions of Hon'ble BIFR. M/s IFCI have been appointed as Operating Agency by the Hon'ble BIFR. SBI Capital Markets. Ltd. (SBICAP) have been appointed as Merchant Banker. Details of the closed Units whose assets are proposed to be sold are as under:-

Sl. No.	Unit	Location	Installed capacity (lakh TPA)	Manufacturing process
1.	Kurkunta	Distt. Gulbarga, Karnataka	1.98	Wet
2.	Mandhar	Distt. Raipur, Chhattisgarh	1.98 (clinker), 3.8 for PSC	Wet
3.	Akaltara	Distt. Janjgir-Champa, Chhattisgarh	4.0	Dry
4.	Nayagaon	Distt. Neemuch, Madhya Pradesh	4.0 with 10.0 clinkerisation facility	Dry
5.	Charkhi Dadri	Distt. Bhiwani, Haryana	1.74	Semi-dry
6.	Delhi Grinding Unit	Okhla , New Delhi	4.00 Grinding	Grinding Unit
7.	Bhatinda Grinding Unit	Bhatinda , Punjab	4.00 Grinding	Grinding Unit



3.0 TENDER DETAILS

3.1 Eligibility Criteria

(Details to be furnished as per Annexure-IV)

- (i) The bidder company/firm should be registered in India and should be in the business for minimum for 3 years.
- (ii) Bidder should be Original Equipment Manufacturer (OEM) of the e-auction platform and should possess IPR (Intellectual property right) of proposed e-auction (including e-procurement) platform. Consortiums will not be allowed.
- (iii) Bidder shall be financially sound i.e., it must have made profits in the immediately preceding three financial years.
- (iv) Bidder must have the turnover of the Company worth Rs.2 crore p.a. and above in e-auction (including e-procurement) operations in preceding three (3) financial years.
- (v) Bidder should have experience of providing similar services to at least five (5) customers in India as Application/Solution Service provider for e-auctioning Platforms (including e-procurement) for the Government sector, Large Public Sector Undertaking in India.
- (vi) Bidders should have successfully managed and executed e-auctioning (including e procurement) transactions worth over at least Rs.5,000 crore in one year during the past three (3) years.
- (vii) The bidder should be an ISO: 9001-2000 & 27001-2005.
- (viii) List of Reference of at least 10 e-tendering Clients along with live and working URLs' to be provided.
- (IX) The bidder should submit letter of acceptance to the terms and conditions of the Tender as per Annexure-III.
- (X) Certificate from the company's statutory auditors for the latest financial year that company has complied with the compliance of relevant provisions of the I.T.Act & C.V.C.guidelines .
- (xi) The documentary evidence in respect of all the above points would have to be provided while submitting Technical Bid. Technical Bid not accompanied by documentary evidence are liable to be rejected.



3.2 Scope of work

The offer should provide the following functionalities:-

The party should provide an Electronic Platform for Electronic Auctioning (forward), with the objective of automating the entire auctioning process from indenting to e-auction event for sale of the assets of the closed Units of CCI.

The Service Provider should provide the following functionalities:

- Conduct forward auction event on behalf of SBICAP/CCI, for the sale of its land, building, plant & machinery, residential quarters, mines and godown etc. as per the stipulated terms and conditions.
- Conduct Global e-auction among the international and domestic buyers.
- Identify the prospective buyers and ensure that the identified prospective buyers for participate in the Global e-auction.
- All other services associated with global e-auction such as report generation, transaction capturing, training etc. are to be provided.
- The e-auction shall comply with I.T. Act, 2000 in all respects.

Web-based Forward Auction tendering service should support the following stages of Tendering Process briefly described below:-

- Members of ASC for Registration & Rights Allocation.
- Carrying out Web Tendering and e-auction as per Auction strategy worked out jointly by ASC and Service Provider.
- Create Request for Quotation (RFQ) (Global Tender Enquiry) for the Web Tendering-cum-forward auction including commercial terms and conditions.
- Formulation of General Terms and Conditions and Business Rules for Web Tendering and Forward Auction Process.
- Mailing the Draft RFQ for CCI/ASC's approval and uploading the same on the website thereafter after approval.
- Publishing Online Tenders and Corrigendum to International and Domestic buyers.
- Tender Document Management.
- Tender Promotion via Email Alerts.
- Conducting Online Pre-bid Meeting/offering clarifications as required.
- Online Bid submission shall be in two parts.
- Online Management of tendering process and receipt of bids within the stipulated time in different time zones in the world.
- Automatic rejection of bids submitted after the stipulated time with appropriate time stamping so as to justify rejection at a later date.



- Electronic submission of Techno-commercial bids by the bidders, in case bidders are unable to submit their bids physically to the office of General Manager (MM) I/C, CCI, New Delhi.
- Collection of Pre-bid amount and Earnest Money Deposit from the bidders through electronic medium wherever required. The successful bidder in the event of purchase of the assets to make the payment as decided by SBICAP/ASC.
- Online Automated Techno-commercial bid evaluation and submission of evaluation statement to ASC/CCI for its approval.
- Submission of Online Price bid Evaluation statement to SBICAP/ASC/CCI.
- Communication with bidders for any notification
- Establishing PKI enabled secured platform for bidders with Digital Certificate.
- Arrange to provide required security and access control etc. for the bidders as well as to the purchaser as per I.T. Act, 2000 and subsequent amendments.
- Conducting Forward Auction on a pre-announced date employing start bid price as communicated by CCI during a specific time period as per strategy jointly worked out.
- Site Access Reports/Web Statistics.

Following are the standard steps to be followed by the bidders. Justified additions to the following steps would be acceptable:-

		Specification for e-auction Platform. The system shall have inter alia the following Application Features		
	I	Buyer Registration		
		Buyers are required to register into the auction platform directly and access is given for participation in selected auction events after approval from the administrator		
	II	Auction Creation and Posting		
		a The system shall have support processes to simplify auction creation and administration by an auction originator		



	b	Export capabilities for extraction of data from the auction system into a flat file or Excel spreadsheet.		
III		Selection of Bidders		
	a	Before any auction is conducted, system for calling of one round of pre-qualification bid for technical evaluation must be permitted by the system as per the approved procedure;		
	b	The seller shall qualify bidders based on the technical evaluation; and		
	c	The system must generate automated email notifying the qualified buyers to participate in auction along with the details of date, starting time and closing time of the auction.		
IV		Formats of Auction		
	a	The system shall support Forward e-auctions;		
	b	The system shall support English auction type		



	c	The system shall support variants of English auctions like price, rank, masked, modified rank, multilot, multi parameter, landed price and base price among others;		
	d	The system may support different auction rules like highest bid price wins or highest quantity wins or any other variants as devised by the originator;		
	e	The system shall support Multi Variable Bidding, assigning weights to different variables and formula creation in an auction; and		
V		Auction Parameters		
	a	Lot Definition		
	b	Price / Rank		
	c	Anonymous		
	d	Landed price / Base price auction;		
	e	Start and End Time and Reverse Clocks; and		
	f	Document Attachments, if any.		



VI		Other Parameters		
	a	The auction software shall provide the facility of allowing the seller to specify a “Reserve Price” for an auction. In case the reserve price is not met during the auction, then the auction event may not have any result		
	b	The originator should be able to specify the “Bid Increment” i.e. the minimum amount by which each succeeding bid of a bidder should be higher		
	c	There should be a facility to support proxy/auto bidding for bidders		
	d	File should be uploaded by all the users digitally signed.		
	e	The system shall allow bidders to belong to user groups, which can be associated with categories and auctions. Therefore, a bidder should only view and participate in auctions, which they are allowed to bid for;		
	f	The system must allow for the auction event dashboard that shall allow buyer to centrally monitor the price movement in a graphical form, date and time of bid and name of the bidder across multiple auction events;		

	g	The system bid-receipt response time should not be more than 1 (one) minute and the system should return a bid receipt confirmation message to the bidder on successful receipt of his / her bid;		
	h	The system should be flexible such that: 1. Unlimited categories, sub-categories and attributes for an item can be defined; and 2. Auction rules can be customized to fit any business need.		
	i	The system must support 1. Multiple currency; and 2. Local time zone of the global bidder.		
VII		Extension Rules		
	a	The extension rules can be preset while setting the auction or can also be set during the auction using the dash board as mentioned above; and		
	b	The system should automatically extend the auction close time if last bid is within 'Y' minutes of auction close time. 'Y' is configurable by system administrator.		

VIII		Messaging / Email		
	a	Messaging / Broadcast to bidders i.e. messages can be flashed to all the bidders simultaneously during the auction for any special announcements between the auction; and		
	b	Email notification of auction events with customizable email Messages.		
IX		User Interface		
	a	Graphical Representation of the auction in progress;		
	b	The system must provide a tabular view of auction items allowing fast and easy bidding by bidders in case of multiple line items		
	c	Automatic Refreshing of the screen;		
	d	Auction Hall views for bidders, buyer and viewers if any allowed during auction;		



		e	The system must show in real time the absolute time Remaining for close of the auction up to the last second to both buyer and bidders;		
		f	Real Time saving analysis i.e. the system calculates the savings instantly based on the Historic Price, Opening Price and Reserve Price;		
		g	During an auction event, the originator should be able to see the going lowest price in real time;		
		h	Conversion of Bid History reports to Excel formats;		
		l	The system must allow originator to view the list of all the bidders who are logged into the auction hall at any time;		
		j	The system must allow originator to view the list of all the bidders log in report such as at what time they logged, idle time, logged off time etc;		
		k	The bidders must not be able to see the other bidder name / detail and its bid;		

		l	The system may support images or multimedia content, URL, documents, and spreadsheet attachment with each auction item;		
		m	Auto scaling graph i.e. the graph adjusts the X and Y coordinate values as and when the new bids come in.		
	X	Analysis and Reports			
		a	The system must provide reports in both flat file and Excel formats;		
		b	Forward Auction Bid Histories		
		c	Lot wise reports		
		d	Date wise reports		
		e	Difference between Reserve Price and Bid Price		
		f	Difference between Reserve Price and Start Price		
		g	Transaction Based reports		
		h	Aggregated reports per category across the bidder		



XI		Administration		
	a	The system must provide registration		
	b	The system should provide for an administrative tool which offers the flexibility to the user to quickly define the set business rules, including users, starting/stopping/ modifying auctions, categories, system preferences etc;		
	c	The system must provide a bidder administration module to add, delete, enable or disable the bidders or bidder group;		
	d	Dash Board for event control like i) The auction can be rescheduled, concluded, extended, suspended, paused and aborted; ii) The bidders can be added, deleted or suspended from the auction; iii) The price parameters can be modified;		
	e	Manage Site parameters i.e., the refreshing time of the auction hall can be set here and the number of auctions to be displayed in a home page can be set here.		<i>Administrator can select such features in the auction.</i>



	XII	a	E-Auction Platform will have a Payment Gateway for submitting the payment electronically immediately after closure of the e. Auctions in case successful bidder unable to make payment physically as decided by the ASC.	
--	-----	---	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--



3.3 Roles & Responsibilities

The offer should provide the following functionalities for forward e-auction:-

Sl. No	Roles	Responsibility
1.	Auction EOI/Enquiry to be published in media other than e-auction platform.	CCI
2.	Techno-Commercial Scrutiny of bidder	ASC
3.	Publishing / Mapping of auction in portal	Service Provider
4.	Mock auction to bidders/SBICAP/IFCI/ASC/CCI officials	Service Provider
5.	Sending contact details of techno-commercially approved Bidders	CCI
6.	Framing Business rule containing auction format and other details	Service Provider
7.	Approval of Business Rule	ASC
8.	Sending Business rule document to all the Bidders	Service Provider
9.	Collection of consent letter & compliance statement from Bidders	Service Provider
10.	Commercial query handling	SBICAP/CCI/ Service Provider
11.	Auction related query handling & Bidder Training	Service Provider
12.	Making user id & Password available to Bidders	Service Provider
13.	Assisting Bidders participate in dummy auction	Service Provider
14.	Event Date & Time finalization	ASC & Service Provider
15.	To provide Start Bid price/minimum incremental price & time allowed for bidding	ASC
16.	Conducting Auction & Providing Helpdesk service during auction	Service Provider
17.	Auction report generation and submission (Detail and summary as required by ASC immediately after completion of auction)	Service Provider
18.	Facilitating Payment Gateway for collection of payment from the winners in the e-auction (optional)	Service Provider



3.4 Solution Components

The solution should contain the following components:-

- Auction Management Application, including interfacing with the existing systems, compliant as per the Indian IT Act 2000 and subsequent amendments.
- Auction Engine (forward English type).
- Security Components.
- Training to ASC/SBICAP/CCI officials, Stakeholders and prospective bidders.
- **Forward e-auction platform should meet all the guidelines (amended from time to time) of Central Vigilance Commission, instructions issued by Government of India/Ministry of Heavy Industries & Public Enterprises/ ASC/CCI etc.**



4.0 BROAD FEATURES OF THE SYSTEM

4.1 End to End Solution:

The solution should be integrated to e-payment gateway, Public Key infrastructure and security solutions.

4.2 Flexible and Scalable solution:

The solution should be built on a modular architecture, which enables the Organization to pick and plug the activities as per need. The application should allow the user to define the parameters and configure the system as per requirements. The e-auction software should be mapable with any type of organization structure and support multiple types of workflows.

4.3 LocaliSation Factor:

Application to take care of all localized factors such as tax requirements including VAT, sales tax, excise duty, Customs, Octroi etc. The solution should be compliant as per the Indian I.T. Act, 2000 and subsequent amendments.

4.4 Security:

- The solution should deploy the highest level of security that is available today in the market to prevent unauthorized access, modifications to the system, denial of service attack, hacking etc.
- The Security Audit/Performance audit of the system should have been conducted by STQC.
- The system should support high order encryption level and all the commercial information is encrypted at the database level.
- The entire solution should be PKI enabled and supports Digital Certificates as per the Indian I.T. Act, 2000 and subsequent amendments.
- Bid submission process should be digitally signed and authentically using through PKD.



4.5 On-Line availability:

The complete e-auctioning solution should be available online on a 24x7 basis and accessible from anywhere.

4.6 Confidentiality

The solution should ensure complete confidentiality and security of data. It should incorporate digital signatures to ensure that only authorized personnel have access to the tender application and the data. The software prepares a log of all the activities and makes it available to ASC/SBICAP/CCI, thereby leaving a robust audit trail.



5.0 TECHNICAL BID

The bidders should provide the following:-

- ✓ The Proposed Detailed e-auction solution along with Flow Charts, if any.
- ✓ Details of the Standards & Algorithms supported, conforming to Indian I.T. Act, 2000 and subsequent amendments. It also support the guidelines (amended from time to time) of Central Vigilance Commission, instructions issued by Government of India/Ministry of Heavy Industries & Public Enterprises/CCI etc.
- ✓ The Technology Platform & its Architecture.
- ✓ Expected Benefits of the Solution to ASC/CCI/Stakeholders.
- ✓ Expected Benefits of the Solution to the Buyers/Other Stakeholders.
- ✓ Implementation Methodology, Project Plan and Deliverables to be provided separately for Application Service provider Basis.
- ✓ Credentials, if any to be provided.

The documentary evidence in respect of all the above points would have to be provided while submitting Technical Bids. Technical Bids not accompanied by documentary evidence are liable to be rejected.



6.0 PRICE BID

Sl. No.	Particulars	Bid price
1.	Internet based system for e-auctioning the assets and properties of CCI.	Lump sum price per Unit per successful event.

Bid Price shall be inclusive of all the taxes, levies, duties, fees, License fees etc. except Service Tax as applicable at the time of Invoicing.



7.0 PERIOD OF VALIDITY OF QUOTATION

The quotation shall be valid for 180 (one hundred eighty) days from the date of opening of Techno commercial bids. In exceptional circumstances, prior to the expiry of the original quotation of validity period, ASC may request the Service Provider for a specified extension of the period of quotation validity. The request and the response thereto shall be made in writing and will be binding on both the parties.



8.0 EARNEST MONEY DEPOSIT

A sum of Rs.1,00,000/- (Rupees one lakh only) shall be deposited by the Service Providers as Earnest Money Deposit along with the Techno commercial Bid. The payment has to be made in form of Demand Draft/Pay Order drawn in favour of “Cement Corporation of India Ltd” payable at New Delhi. The quotation furnished without EMD amount would liable to be rejected.

8.1 Instruction for submitting Bid

The quotation shall be typed or printed and all the pages numbered consecutively and shall be signed by the Service provider’s authorized official and will bind to the Service provider to the contract. The person or persons signing the quotation shall sign all pages of the original quotation, except for un-amended printed literatures.

8.2 TWO PART BID SYSTEM

The quotation shall be submitted in two parts, Techno commercial Bid and Price Bid and must be sealed in two separate envelopes clearly marked as “**TECHNO Commercial BID**” and “**PRICE BID**”.

These two sealed envelopes need to be enclosed in one sealed envelope/cover. The EMD Demand Draft/Pay Order must form part of **Techno commercial Bid envelope**.

8.3 Address for Bid Submission

The envelope shall be addressed at the following address:-

General Manager (MM) I/C,
Cement Corporation of India Ltd.,
CORE 5, SCOPE Complex,
7, Lodhi Road,
New Delhi 110 003.



The Service Provider shall designate the official mailing address and place to which all correspondence shall be forwarded by CCI. **Bid submitted by Fax/Telex/Mail will NOT be accepted. Postal delay in submission will not be condoned.**

8.4 Last date for Bid Submission

Tenders must be received by CCI at the address specified above **on or before 17.11.2011 (upto 14.30 hours)**. **Service Providers** are advised to submit their bid strictly based on the terms and conditions and specifications contained in this Tender, and not to stipulate any deviations. **CCI reserves the right to reject the bids containing deviation to the terms and conditions and requirements of this Tender.**

8.5 BID OPENING DATE

The Techno commercial bid will be opened in the presence of the authorized representative of the **Service Provider** at **1500 hours on 17.11.2011**. The person intend to attend the opening should bring authorization letter from their **Service Provider**.

8.6 RIGHTS OF SELLER

CCI/ASC reserves the right to accept or reject any quotation or all quotations, at any time prior to award of contract without assigning any reason whatsoever.

8.7 PAYMENT TERMS

- (i) 30% advance payment will be made against Bank Guarantee from a nationalized bank on successful testing of e-auction platform by I.T. Auditor.
- (ii) 40% payment will be released on confirmation of final bidding process and its acceptance by the bidders.
- (iii) 30% payment will be released on the successful event of sale process i.e., on receipt of payment of the auctioned asset(s).



9.0 CONTACT FOR TECHNICAL INFORMATION

For any further technical clarification, the Service Providers may contact the office of the General Manager (MM) I/C, Cement Corporation of India Ltd., Core 5, SCOPE Complex, 7 Lodhi Road, New Delhi 110 003.



10.0 FORCE MAJEURE

- 10.1 If any time during the continuance of the agreement/contract it becomes impossible by reasons of war, or war like operations, strikes, lock-outs, riots, civil commotion, epidemical sickness, pestilence, earthquake, fire, storm, or floods, the contractor shall during the continuance of such contingencies, not be bound to execute the contract during this period as per agreement/ contract time schedule. The work shall be resumed immediately the contingencies has have ceased or otherwise determined and contractor's obligations shall continue to be in force for correspondingly extended period after the resumption of execution. The contractor shall however, inform the corporation by registered post about such acts at the beginning and end of the above causes of delay within ten days of occurrence and ceasation of such force majeure conditions.
- 10.2 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.
- 10.3 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.



11.0 DISPUTE UNDER THE CONTRACT AND ARBITRATION

11.1 In the event of any question/ dispute, breach or difference arising in respect of the meaning and scope of terms & conditions herein or in connection with any matter under this agreement (except for those matters which are to be decided as per provisions made in these terms & conditions), the same shall be referred to the Chairman-cum-Managing Director of Cement Corporation of India Limited for appointment of a Sole Arbitrator. There will be no objection if the Arbitrator so appointed is or was an employee of the Corporation and whether he had at any time in discharge of his duties as an employee had expressed views on all or any of the matters in dispute or difference or dealt with the matter in substance. The Arbitrator shall give award with reasons in respect of each claim, dispute or difference referred to him in the event the value of the dispute(s) exceeds Rs.50,000/-. The award of the Arbitrator shall be final and binding on the parties to this contract.

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

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

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

12.0 JURISDICTION: NEW DELHI



13.0 SERVICE PROVIDER'S RESPONSIBILITIES AND LIABILITIES

TRADE SECRETS, COPYRIGHT & PATENT INDEMNITY

- **Service Provider** will defend all actions against CCI claiming that the software infringes any trade secret, copyright or duly issued patent or any other reputes of third parties, provided **Service Provider** is notified promptly. **Service Provider** shall compensate CCI for any expenses, damage or loss suffered as a result of any claims or proceeding against them for of any intellectual property reputes of third parties as aforesaid.

- **Service Provider** shall be responsible for all liabilities arising if
 - Damage of data, computer database or any other programme residing in their computer, computer system or computer network is caused;
 - Denies or causes the denial of access to any person authorized to access any computer, computer system or computer network by any means;
 - Provides any assistance to any person to facilitate access to a computer, computer system or computer network in contravention of the provisions of IT Act 2000, rules or regulations made there under and subsequent amendments;
 - Tampering with computer source documents;
 - Hacking with Computer System;
 - Breach of confidentiality and privacy.



14.0 SERVER AVAILABILITY

APPLICATION SERVICE PROVIDER (ASP) Model: The e-auction services (website as well as complete hardware/ software, etc. support including availability of server) during e-auction must ensure 100% up time round the clock (24*7) for required number of days. The **Service Provider(s)** shall provide mechanism for logging and other features, which should be acceptable to CCI.



15.0 CONTRACT PERFORMANCE GUARANTEE:

- The successful **Service Provider** is required to submit a Contract Performance Guarantee as per **Annexure-I** on an appropriate value of stamp paper within a period of 7 days from the date of written notification of award to be made to the **Service Provider**, calculated at the rate of ten percent (10%) of the contracted value. This will be issued by a Nationalized Bank, valid until the termination of the warranty period. No contract shall be executed prior to submission of the required Contract Performance Guarantee. All expenses, commissions and interests related to issuance and surrendering of the Contract Performance Guarantee, accrued to the Bank, shall be at the sole cost of the Service Provider. Such Contract Performance Guarantee shall be valid until scope of work awarded by CCI is completed/warranty period has expired. The Service Provider, who has caused and delivered the Contract Performance Guarantee, shall not be entitled to put forth any accrued interests thereon. The Contract Performance Guarantee amount shall be available, if invoked, at the counters of Nationalized Bank in New Delhi within banking hours on the date of presentation.

- Failure of the successful Service Provider to comply with the above requirements shall constitute a sufficient ground for the annulment of the award and forfeiture of the EMD.



ANNEXURE- I

CONTRACT PERFORMANCE BANK GUARANTEE

No.
Date

To,
General Manager (MM) I/C,
Cement Corporation of India Ltd.,
CORE 5, SCOPE Complex,
7, Lodhi Road,
New Delhi 110 003.

WHEREAS (Service Provider's name & address) (here in after referred to as the "Service Provider") have entered into a contract with Cement Corporation of India Ltd., Core 5, SCOPE Complex, 7 Lodhi Road, New Delhi 110 003, (hereinafter called the "CCI") on issuance of Letter of Intent dated _____ by CCI for forward English e-auctioning of its assets of the closed Units situated at different States in India for total amount of Rs. _____ [Rupees (in words)] on execution of said contract subject terms and conditions of the Bid Document.

AND WHEREAS the Service Provider is required to furnish a Bank Guarantee of the value of Rs. _____ (Rupees _____) being 10% of the total contract value of Rs. _____ as indicated above) for the due performance of the contract in favour of CCI. We (name of the bank & address (hereinafter called the bank) do hereby irrevocably and unconditionally guarantee and undertake to pay to CCI merely on demand in writing an amount not exceeding Rs. _____ (Rupees (in words) without any demur, contestation, protest or reference to the Service Provider or any other party if the Service Provider fails to perform all or any of his obligations, or commit any breach of his obligation as described in the aforesaid contract. The decision of CCI communicated in writing that the Service Provider has defaulted in performance of his obligations under the contract, shall be final and binding on us notwithstanding any contestation or protest by the Service Provider. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (in words).

We, (banker's name and address) further agree that the guarantee here in contained shall remain irrevocable and continue in full force and effect upto and that it shall continue to be enforceable till all the dues of CCI under or by virtue of the said contract have been fully paid and its claims satisfied or discharged till CCI certifies that the obligations of the said contract

Bidder's Signature with Company Seal

Page 31



have been fully and properly carried out by the Service Provider and accordingly discharge the guarantee. CCI will have the right to file its claim under this contract for a further period of three months after the expiry of the validity of this guarantee.

We, (bank name & address) further agree that CCI shall have the fullest liberty without our consent and without affecting in any manner our obligations herein to vary any of the terms and conditions of the said contract or to extend time of performance by the Service Provider from time to time or postpone for any time or from time to time any of the powers exercisable by CCI against the Service Provider and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reasons of any such variations or extensions being granted to the Service Provider or for any forbearance, act or omission on the part of CCI or any indulgence by CCI to the Service Provider, or by any letter or thing whatsoever, which under the law relating to the sureties would, but for this provision have the effect of so relieving us.

We, (bank name & address) also undertake not to revoke the guarantee during its currency except with the previous consent of CCI in writing. We, (bank name & address) hereby undertake and guarantee to pay any money so demanded notwithstanding any dispute(s) raised by the said Service Provider in any suite or proceeding pending before any court or tribunal relating thereto. Our liability under this premises being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and that the said Service Provider have no claim against us for making such payment.

Our liability under this guarantee is restricted to an amount of Rs. _____ {10% of Contract Value} (Rupees (in words)). The guarantee shall remain valid up to unless a demand or claim under this guarantee is made on us in writing within three months thereafter. We shall be discharged from all liabilities under this guarantee thereafter. We further agree that this guarantee will not be affected in any manner whatsoever due to any change in the constitution of the Service Provider or the bank. We lastly undertake not to revoke this guarantee during its currency except with the previous consent in writing from CCI.

Witness :

- 1.
2. (Authorised Signatory)
(Signed with stamp & seal of the bank)



16.0 INDEMNITY

The successful Service Provider shall at all times indemnify CCI, being unlimited with the time, against all claims which may be made in respect of infringement of any rights protected by patent registration, design or trade mark or for any other reason for performance of the Contract by the successful Service Provider. In the event of any claim in respect of any alleged breach of a patent, registered design or trade mark being made against CCI, it shall notify to the successful Service Provider and he shall at his own expense, either settle any such dispute or conduct any litigation that may arise, there from.

17.0 SIGNING OF THE CONTRACT

The successful Service Provider shall be required to enter into a formal Contract and Non-disclosure Agreement with CCI within fifteen (15) days of the award of the Contract or within such extended period, as may be specified by CCI.

18.0 DELAYS IN THE SERVICE PROVIDER'S PERFORMANCE

- Delivery of the Services and performance of the activities mentioned in the Contract shall be made by the Service Provider in accordance with the time schedule specified in the Contract and Scope of Work.

- Delay by the Service Provider in the performance of its obligations shall render the Service Provider liable to any or all of the following:-
 - (a) Invocation of its Performance Guarantee;
 - (b) Imposition of Penalty for server down time; and/or
 - (c) Termination of the Contract for default.



19.0 CRITERIA FOR AWARD OF WORK BY CCI

Tenders of only those parties will be considered who fulfill the techno/commercial conditions stipulated in the tender. Price bid of only those tenderers will be opened who fulfill all techno/commercial conditions. Therefore the lowest price quoted for the captioned jobs will be considered as a successful tenderer.

However,CCI shall not be bound to accept any bid and reserves unequivocally the right to accept any bid, wholly or in part.



20.0 CLARIFICATION OF BIDDING DOCUMENTS

Any Service Provider requiring any clarification on requirement of e-auctioning process by CCI may contact under mentioned address before submission of bid document:-

General Manager (MM) I/C,
Cement Corporation of India Ltd.,
CORE 5, SCOPE Complex,
7, Lodhi Road,
New Delhi 110 003.

Phone No. 011-24365358, 30482527
Fax. No.01124365359
Website: www.cementcorporation.co.in
E-mail: opns_co@cementcorporation.co.in



21.0 AMENDMENTS TO BID INFORMATION

CCI reserves the right to make revisions or amendments to this Tender prior to the closing date of the bid. Such revisions or amendments shall be announced by an addendum or addenda on CCI website. In such case, the addendum shall include an announcement of the new closing date set for the submission of offers, if any. The bid submitted by the Service Provider shall take into account all such amendments/revisions.



22.0 PRICES

- Prices quoted in the Price Bid shall be firm and not subject to variation on any account. The Service Provider should quote for the full parts of the services as specified in this Tender. Part bid for any services shall not be accepted and outright rejected.

- The price quoted by the Service Provider shall remain firm and valid for 180 days from the date of opening of the Techno commercial bids. Also it shall not be subject to escalation of any description whether statutory or otherwise,



ANNEXURE-II

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("The Agreement") is signed on _____ day of _____ 2011, by and between _____ having its offices at _____ (hereinafter referred to as "_____") which expression shall include its successors, and assigns which expression unless it be repugnant to the context or meaning thereof includes its successors, representatives and permitted assigns)

and

Cement Corporation of India Ltd, having its registered office at Core 5, SCOPE Complex, 7 Lodhi Road, New Delhi 110 003 ("CCI" which expression unless repugnant to the context or meaning thereof includes its successors, representatives and assigns).

WHEREAS:

- A. [INSERT NAME] is engaged in the business of, inter-alia, providing IT Security Consulting services.
- B. CCI was into manufacture of cement, under Ministry of Heavy Industries & Public Enterprises, Government of India. The Units of the Company on sale are not in operation for more than 10 years. Asset Sale Committee (ASC) constituted as per the directions of the BIFR proposed to sell the assets of the closed Units.
- C. CCI, pursuant to its Tender dated _____, declared [INSERT NAME] as successful Service Provider for its appointment as IT Security Consultant. Pursuant to appointment of [INSERT NAME] as IT Security Consultant, certain Confidential Information relating to CCI and disclosed by CCI [INSERT NAME] shall be kept confidential and subject to the terms and conditions contained in this Agreement.
- D. Both Parties agrees that the security of IT infrastructure provided to CCI for the purpose of e-auctioning is critical and the IT architecture/environment/reports needs to be analyzed and reviewed by both parties from time to time to ensure that the IT infrastructure provided to CCI remains secured to the best possible extent. Therefore



[INSERT THE NAME] has agreed to observe and be bound by the restrictions and obligations relating to its use of such Confidential Information.

THEREFORE IN CONSIDERATION OF THE PREMISES AND OBLIGATIONS SET FORTH HEREIN, IT IS AGREED AS FOLLOWS:-

1. DEFINITIONS:

In this Agreement, unless the context otherwise requires,

(a) The term "**Confidential Information**" includes data, reports, drawings, records, correspondence, notes, compilations, studies, in the form of samples, models and other information/documentation given or disclosed by CCI to [please insert the name] or any of their Representative(s) relating to or in any way connected and relating to any of CCI's business activities actual or proposed, IT Infrastructure, systems, marketing plans, agreements, methods, techniques, processes, theories, formulas, know-how, techniques, applications, systems, components, improvements, technology, market projections, sales records, software programs, test data, customers, customer lists, or any other information relating to CCI that [PLEASE INSERT THE NAME] becomes aware of whether or not disclosed by CCI and whether such information is in tangible, writing, oral, electronic, printed, human or in machine readable form, regardless of the media or form transmitted or stored in, or any information ascertainable by inspection, or any other information designated as Confidential Information at the time of disclosure.

(b) "Contract" means the Contract for providing Consultancy for IT Security to be entered into between CCI and [INSERT NAME] pursuant to the award letter dated _____ declaring [INSERT NAME] as successful Service Provider for its appointment as IT Security Consultant.

(c) "**Representatives**" mean directors/partners, officers, agents, advisors, consultants or employees or respective shareholders or ultimate parent company, as the case may be of [Please Insert the Name].



2. Confidential Information and Protection:

2.1 CCI may, from time to time, disclose Confidential Information to [PLEASE INSERT THE NAME] and/or their Representatives for performance by [PLEASE INSERT THE NAME] of the Contract entered into between CCI and [PLEASE INSERT THE NAME].

2.2 The [INSERT NAME] understands and acknowledges that the Confidential Information is proprietary and confidential information of CCI which has been created, developed or obtained by CCI by investment of significant time, substantial effort and expense. The Confidential Information is a valuable, special and unique asset of CCI which gives significant competitive advantage to CCI and that protection of Confidential Information is of the highest importance to CCI. Therefore [INSERT NAME] acknowledges and undertake:-

- (a) to keep the Confidential Information in strict confidence for the entire duration of the Contract and for a period of five years thereafter.;
- (b) without the prior written consent of CCI, [INSERT NAME] will not disclose Confidential Information furnished to it to anyone other than its Representatives expressly approved by CCI;
- (c) [INSERT NAME] shall procure that its approved Representatives will not communicate with any third party, copy, publish, disclose or otherwise deal with any Confidential Information, otherwise than for the performance of their obligations under the Contract.
- (d) In case the Confidential Information is disclosed to any of [INSERT NAME] approved Representatives, [INSERT NAME] shall further enter into agreements with its Representatives binding them to the same obligations to which [INSERT NAME] is bound under this Agreement, and ensure compliance of this Agreement by its approved Representatives and make them liable for any breach by them of such obligations.
- (e) to inform its approved Representatives to whom any Confidential Information may be disclosed of their obligations of confidentiality pursuant to this Agreement, to ensure compliance with its terms and to be liable for any breach by them of such obligations; and



- (f) to keep separate all Confidential Information from all documents and other records of the Parties and shall mark all such Confidential Information received from CCI as “Confidential”.
- (g) the Confidential Information which may be disclosed to [INSERT NAME] will contain proprietary assets, designs and other intellectual property rights with respect to the CCI’s Products which are the exclusive property of CCI and are critical for the business of the CCI and its profitability, [INSERT NAME] agrees not to do anything which may, in any manner, whether directly or indirectly, affect the above proprietary rights, interest, business and profitability of CCI.
- (h) The [INSERT NAME] will not copy or modify any Confidential Information without the prior written consent of CCI. Any permitted reproduction of Confidential Information must contain all confidential or proprietary legends which appear on the original. [INSERT NAME] shall immediately notify the disclosing party in the event of any loss or unauthorized disclosure or use of the Confidential Information.
- (i) [INSERT NAME] shall notify CCI promptly of any material unauthorised possession, use or knowledge, or attempt thereof, of the CCI’s Confidential Information by any person or entity other than CCI and its Authorized Representatives.
- (j) Promptly furnish to CCI full details of the unauthorized possession, use or knowledge, or attempt thereof;
- (k) use reasonable efforts to assist CCI in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information;
- (l) use reasonable efforts to cooperate with CCI in any litigation and investigation against third parties deemed necessary by CCI to protect its proprietary rights; and
- (m) promptly use all reasonable efforts to prevent a recurrence of any unauthorized possession, use or knowledge of Confidential Information.



3. The Undertakings in Clause 2 shall not apply to any Confidential Information which:-

- (a) at the time of its disclosure to [INSERT NAME] is in the public domain;
- (b) In the event that [INSERT NAME] is required or requested by any court, legislative or administrative body to disclose any Confidential Information, then it shall prior to disclosure promptly notify CCI or its any of its Representative so that an appropriate protective order and/or any other action can be taken if possible. In the event that such protective order is not, or cannot be, obtained, then [INSERT NAME] may disclose to the appropriate body that portion of the Confidential Information that it is legally required to disclose and shall use reasonable efforts to obtain assurances that confidential treatment will be accorded to the Confidential Information; and

4. NO COMMITMENTS, WARRANTIES OR SOLICITATION

(a) The Confidential Information disclosed by CCI to [INSERT NAME] shall be used by [INSERT NAME] strictly for the purposes expressly authorized by CCI.

(b) No representations or warranties, express or implied, are made by CCI concerning the accuracy or completeness of the Confidential Information supplied under this Agreement and neither CCI nor any of its Representatives shall be liable in any way to [INSERT NAME] for receipt or use of such Confidential Information and CCI expressly disclaims any such liability whether in negligence or otherwise.

(c) CCI shall not be under any obligation or commitment to enter into discussions or any further agreement merely by reason of the execution of this Agreement or the disclosure, evaluation or inspection of Confidential Information, and this Confidentiality Agreement shall not constitute nor should it be construed to constitute an offer or commitment by CCI with regard to the Tender.

(d) CCI shall not be precluded from entering into any agreement or obligation with any other party relating to the Agreement or the Confidential Information merely by reason of the execution of this Agreement or the disclosure, evaluation or inspection of Confidential Information.



(e) Without prejudice to the generality of the above, nothing herein shall grant to [INSERT NAME] the right to make representations and/or commitments of any kind on behalf of CCI without the prior written consent of CCI.

5. Return of Confidential Information

(a) Upon the written request of CCI, the [INSERT NAME] shall return to CCI all Confidential Information that is in tangible form (including, without limitation, Confidential Information contained on computer disks) furnished, together with any copies or extracts thereof;. [INSERT NAME] shall also deliver to CCI written statements signed by the receiving party certifying that all materials have been returned within fifteen (15) days of receipt of the request.

(b) Upon specific request by CCI, [INSERT NAME] shall destroy all analyses, compilations, drawings, or other documents which have been prepared and which reflect any Confidential Information.

6 Indemnity; No Waiver; Specific Performance

(a) [INSERT NAME] shall indemnify, defend and hold harmless CCI against any losses, liabilities, claims, damages, costs, and expenses including reasonable legal fees and other expenses and disbursements in connection therewith and interest charges thereon suffered or incurred by CCI which arise out of, result from, or may be payable by virtue of any breach of any representation, warranty, covenant or agreement made or obligation required to be performed under this Agreement by [INSERT NAME].

(b) [INSERT NAME] acknowledge that damages alone would not be an adequate remedy for any breach of the terms and conditions of this Agreement and CCI shall be entitled to the remedies of injunction, specific performance or other equitable relief. Such remedy shall be in addition to and not in lieu or limitation of other remedies available to CCI at law or in equity.

(c) Failure by CCI in exercising any right, power or privilege hereunder shall not act as a waiver, nor shall any single or partial exercise thereof preclude any further exercise of any right, power or privilege.

7. Relationship of Parties

CCI has no obligation under this Agreement to purchase any service or item from [PLEASE INSERT THE NAME], or commercially offer any products using or



incorporating the Confidential Information. This Agreement is intended to facilitate only the exchange of Confidential Information and is not intended to be, and shall not be construed to create a teaming agreement, joint venture association, partnership, or other business organization or agency arrangement and [PLEASE INSERT THE NAME] shall have the authority to bind CCI without the separate prior written agreement thereof.

8. No Grant of Property Rights

[INSERT THE NAME] recognizes and agrees that, except as expressly and specifically set forth in this Agreement, nothing herein shall be construed as granting any property right, by license, implication, estoppels or otherwise, to any of CCI's Confidential Information, or to any invention or any patent right that has issued or that may issue based on such Confidential Information. All Information disclosed is provided "as is" without any warranties of any kind.

9. GENERAL PROVISIONS

(a) CCI has no obligation to supply Confidential Information hereunder and has no obligation to enter into any Contract with [PLEASE INSERT THE NAME] and it has no right to offer for sale products or services using or incorporating the Confidential Information.

(b) This Agreement shall not be assigned by [PLEASE INSERT THE NAME], and it shall not delegate its duties under this Agreement, without prior written consent of the other.

10. TERM AND TERMINATION

(a) This Agreement shall enter into force on the date first above mentioned and shall remain in force till the validity of the Contract and for a further period of five years thereafter.

(b) Notwithstanding clause 10 (a) above, CCI may terminate this Agreement by giving a 30 days prior written notice to the other Party.

11. CONSEQUENCES OF TERMINATION

(a) Upon termination of this Agreement, [INSERT NAME] shall return all Confidential Information that is in tangible form (including, without limitation, Confidential Information contained on computer disks) furnished, together with any copies or extracts thereof; and



(b) Termination will not affect CCI's right to claim damages in case of breach of any of the terms and conditions of this Agreement by [INSERT NAME] or its Representatives.

(c) [INSERT NAME] shall cease use of any Confidential Information after the termination of this Agreement. This clause shall survive termination of this Agreement.

12. GOVERNING LAW

The Courts having territorial jurisdiction over New Delhi shall have exclusive jurisdiction, to the exclusion of any other court, to entertain, try and determine all and any question, issue, dispute, claim, actions, suits and proceedings between the Parties arising out of this Agreement including any matter connected therewith and any application to be made under the Arbitration and Conciliation Act, 1996 as amended and re-enacted from time to time.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof and supersedes any and all prior communications understandings and agreements between the parties, whether written, oral, express or implied relating thereto. No amendment or modification to this Agreement shall be valid unless in writing and signed by a duly authorised Representative of each of the parties.

14. DISPUTE RESOLUTION

If any question, issue, difference or dispute arises between the Parties as to the interpretation of this Agreement or as to the duties or liabilities of either Party hereunder or as to any matter or thing arising out of or under this Agreement, the same shall be referred to and settled by a sole Arbitrator to be appointed by Ministry of Heavy Industries and Department of Public Enterprises. The Arbitration proceedings shall be conducted at New Delhi, India in accordance with the Indian Laws (both Substantive and Procedural) under the Arbitration and Conciliation Act, 1996 as amended and re-enacted from time to time ("Act") and the Award so made shall be final and binding on all the parties.

15. SEVERABILITY

If any term or provision of this Agreement is found by a court of competent jurisdiction or by a duly appointed Arbitrator under clause 13 of this Agreement, to be invalid, illegal or



otherwise unenforceable, such term or provision shall not affect the other terms or provisions of this Agreement or this Agreement as a whole, (which shall continue to remain valid, binding and enforceable by and against the parties notwithstanding any such finding) but such term or provision shall be deemed modified or deleted to the extent necessary, to render such term or provision enforceable. Upon such modification, the rights and obligations of the parties shall be construed and enforced in accordance with such modification, preserving to the fullest permissible extent the intent and agreements of the parties set forth in this Agreement.

16. NOTICES

Any notices to be given hereunder by either party to the other shall be in English and sent by registered letter, courier or facsimile to the other party at the addresses stated below:-

General Manager (MM) I/C,
Cement Corporation of India Ltd.,
Core 5, SCOPE Complex,
7 Lodhi Road,
New Delhi 110 003.

Any notice shall be effective only upon actual receipt at the above mentioned address unless change in the address is notified by a party by giving 10 days advance notice.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorised Representatives of the parties the day and year first above written.

1. signed and delivered by:

Cement Corporation of India Ltd. (CCI)

2. signed and delivered by:

[INSERT NAME]

In the presence of the following witnesses:

- 1.
- 2.



ANNEXURE-III

TECHNICAL

TERMS AND CONDITIONS AS AGREED

Our Company/Firm have carefully perused all the terms and conditions of Tender before quoting and agree to abide the said terms and conditions of the Tender. A copy of the same duly signed by us is attached.

Signature:

Name:

Designation:

Company/Firm:

Date:

Place:



TECHNICAL CHECK LIST

ANNEXURE-IV

S.No.	Description	Compliance (Y/N)	Documents attached, if any
1.	The Service Provider firm should be registered in India and in the business minimum for last 3 years.		
2.	Service Provider should be Original Equipment Manufacturer (OEM) of the e-tendering platform and should possess IPR (Intellectual property right) of proposed e-auction platform.		
3.	Service Provider shall be financially sound i.e., it must have made profits in the immediately preceding three financial years.		
4.	Service Provider must have turnover of at least Rs.2 crore per annum in e-tendering operations in preceding three (3) financial years.		
5.	Service Provider should have at least five (5) experiences as a application service provider for e-auctions for the Government sector, PSU etc.		
6.	Service Provider should have successfully managed and executed e-tendering & e-auctions (forward & reverse) transactions worth over Rs.5,000 crore in one year during the past three (3) years.		
7.	Service Provider should be ISO 9001:2000 & 27001:2005		
8.	List of Reference e-tendering Clients be provided.		
9.	Service Provider should submit letter of acceptance to the terms and conditions of the RFP as per Annexure-III.		
10.	EMD amount of Rs.1,00,000/- (Rupees One lakh only) attached. Please specify details of instrument		
11.	Receipt of Tender Fee amount of Rs.5,000/- attached.		
12.	Certificate from the company's statutory auditors for the latest financial year that company has complied with the compliance of relevant provisions of the I.T.Act & C.V.C.guidelines		



ANNEXURE-V

PRICE BID FORMAT

(To be submitted in a separate sealed envelope)

Sl. No.	Particulars	Bid price
1	Internet based system for e-auctioning the assets and properties of CCI	Lump sum price per Unit per successful event.

Bid Price shall be inclusive of all the taxes, levies, duties, fees, License fees etc. except Service Tax as applicable at the time of Invoicing.

Date:

Signature of the Service Provider

SEAL

Note:- Only a single rate is to be quoted irrespective of the type of e-auction. Rate quoted in slabs or any other form/variant **will not be accepted**. The bid rate is to be given both in figures and words.