



CEMENT CORPORATION OF INDIA LIMITED
(A Govt. of India Enterprise)
SCOPE COMPLEX, CORE-V,
7-LODHI ROAD, NEW DELHI 110003.

TENDER NOTICE NO: 11(1)/13-MMO

Cement Corporation of India Ltd. intend to give on Rent its Railway Siding at its unit at Mandhar to needy actual users only and on as is where is basis. Sealed and superscribed tenders are invited from the reputed parties for renting of our Mandhar Railway Siding – Exchange Yard (outside our factory premises) at our Mandhar Cement Factory, Distt. Raipur (Chhattisgarh).

Last date for sale of Tender documents	Last date for submission of tender (by 3.30 pm)	EMD by way of DD only
13.09.2013	16.09.2013	Rs.2,50,000/-

The tender documents can be purchased from HOD (F) at the above mentioned address on any working day between 3.00 pm to 5.30 pm on payment of Rs. 500/- (non-refundable) for each tender by way of DD/IPO 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 our website No. www.cementcorporation.co.in and CPP Portal. Interested parties may download the tender documents from the website, but the tenderer has to pay the amount towards cost of the tender document by DD/IPO 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. 2,50,000/- by way of DD only in favour of Cement Corporation of India Ltd., Payble at New Delhi and the other containing price bid only. **The tender should be submitted at CCI House, 87, Nehru Place, New Delhi-110019.**

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 16.09.2013 at 4.00 PM in the presence of interested tenderers or their authorised representatives who may like to be present **at the office of Cement Corporation of India Ltd., CCI House, 87, Nehru Place, New Delhi-110019.** 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.

HOD(MM)

CEMENT CORPORATION OF INDIA LTD.
(A GOVT.OF INDIA ENTERPRISE)
CCI HOUSE, 87, NEHRU PLACE,
NEW DELHI 110019.
PH: 26288487, FAX : 26425345

REGISTERED/ SPEED POST/ COURIER

Ref. No:11(1)/13-MMO

Date: 14.08.2013

M/s.

.....

.....

SUB: Renting of our Mandhar Railway Siding – Exchange Yard (outside Factory premises)

Dear Sirs,

We are enclosing our tender documents for the above work detailed in the enclosed tender documents. Your offer in sealed cover containing separate sealed covers for (i) Commercial bid and (ii) Price bid alongwith one set of tender documents is invited at the above mentioned address in accordance with our terms and conditions of the tender which should reach us as per the schedule given below:

1. TIME SCHEDULE

PARTICULARS	DATE & TIME OF SUBMISSION OF TENDER	DATE & TIME OF OPENING TENDER OPENING
a)Techno-Commercial bid along with EMD and CCI tender documents duly signed (each page initialled) in token of acceptance of terms and conditions.	16.09.2013 (Upto 3.30 PM)	16.09.2013 (at 4.00 PM)
b)Price bid	16.09.2013 (Upto 3.30 PM)	----- *

1.*the time and date of opening of price bid will be informed to only such of those tenderers whose techno-commercial offers are found acceptable.

2. The EMD must be submitted alongwith the Techno-Commercial bid for a value of Rs.2.50 lakhs by Demand Draft and must not be enclosed with the price bid (refer clause I of Part-II).
Offers not accompanied with the requisite EMD may not be considered.
3. The validity of the offer should be kept open for acceptance for 4 months from the date of opening of techno-commercial bid.
4. The price bids should be submitted only as per CCI's price bid format otherwise the tender is liable for rejection.
5. The tender documents comprise of following:
 - a) Covering letter which must be submitted by the tenderer duly signed.
 - b) Part I - Instruction to tenderers
 - c) Part-II – General terms & conditions
 - d) Part-III – Special terms & conditions
 - e) Price Bid Proforma (Price schedule) to be submitted duly filled in separate sealed cover.
Cost break up rates quoted may also be furnished.

Please confirm your participation by return post.

Encl: As above.

Yours faithfully,
FOR CEMENT CORPORATION OF INDIA LTD

HOD(MM)

COVERING LETTER WHICH MUST BE SUBMITTED BY THE TENDERER DULY
FILLED IN AND SIGNED.

Ref.....

Date:

To

HOD(MM),
Cement Corporation of India Ltd.
(A Govt.of India Enterprise)
CCI House, 87, Nehru Place,
New Delhi 110019.

SUB :

REF: Your Letter No..... dt.....

Dear Sir,

With reference to your tender for the above work, We/I hereby submit our / my tender in two separate sealed envelopes duly sealed in a common envelope as per instructions in the tender documents. The required marking as per Clause 2 (b) of Part-I indicating reference of tender, has been done on all the envelopes.

A. The following documents are enclosed with the techno-commercial bids in one envelope superscribed "Techno-Commercial Bid"

1. One copy each of your terms and conditions in Part I, II & III duly signed on each page in token of acceptance of the same in its entirety.
2. Earnest money of Rs.2.50 lakhs (Rupees two lakhs fifty thousand) in the form of Demand Draft No..... datedin favour of Cement Corporation of India Ltd. payable at New Delhi.
3. Certificate whether any officer of your Corporation is related to me/us or not (Annexure 'B').
4. List of unexecuted orders in hand as per (Annexure C).
5. Additional information to be furnished (Annexure D).
6. Details of orders executed, including CCI during last 3 years (Annexure D3).
7. A copy of our/my latest PAN/ Income Tax Clearance Certificate/ Latest Income Tax Return duly attested by a Gazetted Officer.
8. Partnership Deed/Memorandum of Articles of Association by partnership firms/companies duly attested. In case of partnership deed, the same is registered/not registered.

B. Price bid only as per format enclosed in separate sealed envelope superscribed "PRICE BID"

We/I hereby declare that We/I have not been debarred from tendering for contracts in any of the departments of Govt./Semi Govt./Public Sector Undertaking and Local Bodies.

We/I certify that the information given by us/me in the tender documents is correct and if at any stage the same is found to be incorrect, the contract will be liable to be terminated/rescinded and action may be taken against us/me by the Corporation for damages.

We are/I am duly authorized/empowered to sign all the tender documents.

- a) Name of the Tenderer :.....
- b) Full Postal Address :.....
.....
.....
- c) Telegraphic Address/Telex/Fax.....
- d) Phone : Office.....Residence.....
- e) E-mail

Yours faithfully,

(SIGNATURE OF THE TENDERER)

WITNESS (NAME & ADDRESS)

1.....
.....
.....

2.....
.....

CEMENT CORPORATION OF INDIA LTD.
(A GOVT.OF INDIA ENTERPRISE)

PART – I : INSTRUCTIONS TO TENDERER :

1.GENERAL :

- a)The tender should be addressed to the officer who has invited the tenders.
- b)Any offer made in response to this tender, when accepted by the Cement Corporation of India Ltd., will constitute a contract between the parties.

2. SUBMISSION OF TENDER :

- a) Every tender shall be made out in English. All amounts shall be indicated by tenderer in figures as well as in words. When there is any difference between prices quoted in figures and words, lower of the two shall prevail. Tender should be free from over writings. All corrections and alterations should be duly attested by the Tenderer. The word “NOT QUOTED” should be written against item in the schedule for which the tenderer does not wish to quote.
- b) Tender is to be sent by post or deposited in tender box kept for this purpose in the office of CCI so as to be available within the due date and time fixed, in a sealed envelope in the manner prescribed below:
 - i) Techno-Commercial terms and conditions should be sent in a separate sealed cover and should be superscribed as “TECHNO-COMMERCIAL BID”.
 - ii) The Price portion should be sent in a separate sealed cover and should be superscribed as “PRICE BID”.
 - iii) Both these sealed covers should be sent in a separate sealed cover and all the envelopes should be marked as under:-
 - A)Offer for
 - B)CCI’s Tender No.....
 - C)Date of opening of Tender
 - iv) In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof. In the event of the absence of any partner, it must be signed on his behalf by a partner holding power of attorney authorizing to do so.
 - v) In the case of a company, the tender should be signed in the manner as laid down in the said Company’s Article of Association.
 - vi) A true copy of the partnership deed (and Articles and Memorandum of Company) duly attested should be furnished.

- vii) Tenders received after the specified time & date are liable for rejection.
- c) Tenders not submitted in the prescribed formats and not completed in all respect are likely to be rejected.
- d) The tender documents are non-transferable. Only those firms can participate in whose name the tender has been sold.
- e) The tender with terms and conditions in Part-I, II & III duly signed on each page shall be sent alongwith EARNEST MONEY DEPOSIT and not be kept in the PRICE BID, but SHALL be enclosed with the COMMERCIAL BID.
- f) Tenderers shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their tenders even though the Corporation may decide to withdraw the “Invitation of Tender” or reject any/all tender(s) without assigning any reasons thereof.
- g) Tenderer must submit copy of his latest Income Tax Clearance Certificate / Latest Income Tax Return from appropriate Income Tax Authority in the form prescribed therefor duly attested by a Gazetted Officer.

3. OPENING OF TENDER:

- a) Tenders will be opened on the specified date and time in the office of the Officer inviting the tender or as directed by him, in the presence of such of those tenderers who may choose to be present. The representatives will have to establish their identity to the satisfaction of the Corporation by producing introductory letters from the firm/company. Otherwise they may not be allowed to be present at the tender opening.
- b) The tenders which are not received in separate covers as explained above are liable for rejection.

4. CLEAR UNDERSTANDING :

When a tenderer submits his tender in response to this tender documents, he will be deemed to have understood fully about the requirement, terms and conditions. No extra payment will be made or any other claim whatsoever entertained on the pretext that the tenderer did not have a clear idea of any particular point(s)

5. VALIDITY OF OFFER

Tender shall remain open for acceptance for 120 days or as may be specified from the date of opening of commercial bid. No revision/modification in the tendered rate will be allowed during the period of original validity of tender or the extended period except for any upward revision as may be asked for specifically by CCI during negotiations.

6. REFERENCE LIST:

The tenderer(s) should submit along with their tender(s) the list of unexecuted orders in hand, if any, for same/similar jobs and period by which jobs are proposed to be completed (Proforma enclosed Annexure 'C').

7. AWARD OF CONTRACT:

a) The Corporation reserves the right:

- i) To accept in its sole and unfettered discretion any tender for whole or part quantities/ part work or to reject any or all tenders without assigning any reasons thereof and without entitling the tenderer to any claim whatsoever.
 - ii) To award the contract to one or more number of firms, either on equal price or on different prices.
 - iii) To enter into parallel contracts simultaneously or at any time during the period of the contract with one or more tenderer(s) as the Corporation may deem fit.
 - iv) To place adhoc order simultaneously or at any time during the period of the contract with one or more tenderer(s) for such quantity and for such jobs as the Corporation deem fit.
- b) Normally no price negotiation will be conducted. Tenderers are advised to quote highest rates on firm basis in their offers.
- c) Firms which have failed to fulfil earlier contractual obligations may not be considered.
- d) If no separate agreement has been signed by the parties to the contract, the LOI/ Order resulting from this tender including all negotiation and detailed order to be issued subsequently, with its terms and conditions and stipulation as agreed to by the tenderer and to the extent modified during negotiations, constitutes the contract agreement relating to the work between the successful tenderer and the Corporation and the parties shall be bound by the terms and conditions and all provisions of this contract.
- e) The Corporation does not bind itself to accept the highest or any tender to assign any reason for non-acceptance of the same.
- f) The Corporation shall mean and include the administrative and executive officers of its Corporation Office at New Delhi as well as of factories/ projects as the case may be who are identified to deal with matter relating to this contract on its behalf.

8. In case of the due date of sale/ submission/opening of tender falling on Government holiday(s), the succeeding working day/date will be treated as due day/date Automatically. However, the time will remain unchanged.

9. The tenderer should have adequate experience in the related field and should furnish supporting documents giving details of similar job executed during last three years.

CEMENT CORPORATION OF INDIA LTD
(A GOVT. OF INDIA ENTERPRISE)
PART-II : GENERAL TERMS AND CONDITIONS

1.0 EARNEST MONEY DEPOSIT:

- 1.1 All tenderers including those registered with the Corporation should furnish earnest money, as specified, by way of Bank Draft in favour of Cement Corporation of India Limited payable at New Delhi. Tender received without the Earnest money deposit, as specified in the tender, will be liable for rejection. Any other money held by or pending with the Corporation against any other contract will not be generally adjusted/ treated as EMD for this tender.
- 1.2 Earnest money will be forfeited if the rates are revised/or modified down ward during the validity period or extended period. Earnest money will also be forfeited if the security deposit is not furnished within one week from the date of LOI or work not started after acceptance of the tenderer's offer by CCI.
- 1.3 The Earnest money deposit will not bear any interest.
- 1.4 The Earnest money deposit of successful tenderers would be adjusted towards the Security deposit and that of others will be refunded, except in the cases mentioned in 1.2 above and mentioned in Clause 2.3 below.
- 1.5 Public Sector Undertakings (Central/State) and SSI units registered with NSIC are exempted from submission of Earnest money deposit. The SSI units shall furnish a documentary proof to the effect that they are registered with NSIC along with the tender documents.

2.0 SECURITY DEPOSIT:

- 2.1 The amount of Security deposit as specified in the terms and conditions of the tender/LOI shall be deposited by the successful tenderers within one week of acceptance of offer i.e. issue of Rate Contract/P.O.
- 2.2 Failure to furnish Security Deposit in accordance with the conditions of the tender i.e. within one week of the acceptance of offer/issue of Rate Contract/P.O. will be considered to be breach of contract which would give the Corporation the right to terminate the contract and forfeit the EMD amount. For such breach of contract, the Corporation will also be entitled to take any other course of action against the successful tenderer as it may deem fit like stoppage of business dealings/ debarring from tendering, etc.
- 2.3 The Security deposit may be made either by bank draft or bank guarantee in favour of Cement Corporation of India Ltd. from a Nationalised bank in the prescribed form as given in Annexure-II valid for a 6 months beyond the date of completion of contract with a further claim period of 3 months. The Earnest money deposit in the form of bank draft will be adjusted towards portion of security deposit, in the case of successful bidder.

2.4 If work is not started after acceptance of tenderer's offer, EMD/SD will be forfeited.

2.5 In the event of any approved upward revision in the value of the contract the successful tenderer will, on receiving intimation, make further deposit as specified by the Corporation towards the increased value of the contract.

2.6 The security deposit will not bear any interest. The Corporation reserves the right to adjust security deposit towards any amount due to it from the successful tenderer against this contract or against any other contract with this Corporation and in such an event the successful tenderer on receipt of notice from the Corporation shall make further deposit to restore the security deposit to the full amount.

2.7 The security deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Corporation, should the successful tenderer either fail to complete the jobs assigned to him/them as per agreed time schedule or to fulfil his/their contractual obligations or to settle in full his/their dues to the Corporation.

2.8 The Corporation is empowered to deduct from the security deposit or from any other outstanding amount any sum that may be fixed by the Corporation as being the amount of loss or losses or damages suffered if due to delay in performance or non-performance of any of the conditions of the tender/contract. The Corporation will, however, not be bound to prove any demonstrable loss or damages suffered.

2.9 The Corporation shall have a lien over all or any money that may become due and payable to the contractor under this contract or any other contract or transaction of any other nature either all alone or jointly with other and unless the Contractor pays and clears the claim of the Corporation immediately on demand, the Corporation shall be entitled at all times to deduct the said sum due from the contractor from any money/security deposit with which may have become payable to the contractor or may become due at any future date under this contract or any other contract or transaction whatsoever between the contractor and the Corporation without prejudice and in addition to the other rights of the Corporation to recover the amount of any such claim by other remedies legally available.

2.10 Bank Guarantee as required under this contract or agreed to against any advance made by the Corporation/ contract performance/equipment performance/ guarantee etc. shall be extended by the Contractor whenever so required by the Corporation and without any question for covering the period of completion and finalisation of work, performance etc. Failure to do so shall entitle the Corporation to encash the bank guarantee against it towards any dues, recoveries L.D. etc.

3.0 MEMBER OF THE CORPORATION NOT INDIVIDUALLY LIABLE:

No Director or official or employee of the Corporation shall in any way be personally bound or liable for acts or obligations of the Corporation under the contract or answerable

for any default or omission in observance or performance of any of the acts, matters or things which are herein contained.

4.0 CORPORATION NOT BOUND BY PERSONAL REPRESENTATION:

The contractor shall not be entitled to any increase in the rates or any other right or claim whatsoever by reason of any representations, explanation or statement or alleged representation, promise or assurance given or alleged to have been given to any employee of the Corporation.

5.0 NON-PERFORMANCE OF CONTRACT / CANCELLATION OF CONTRACT/RIGHT OF THE CORPORATION:

5.1 The Corporation reserves the right to cancel the contract if the contractor fails to carry out the jobs assigned to him as per contract and as per the instructions given by authorized representative of the Corporation. In addition, Corporation may also take any other remedial measures in such an event as described hereunder.

5.2 Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the tenderers, their partners agents or servants to any officer servant or representative of the Corporation for obtaining or for execution of this or any other contract or for receiving payments under the contract shall in addition to the criminal liability he may incur will subject to tenderer to cancellation and the Corporation shall be entitled to deduct the amount so payable from any money otherwise due to the tenderer under this or any other contract. Any question or dispute as to whether the tenderers have incurred any liability under the clause shall be settled by the Corporation in such manner and on such evidence of information as it may deem fit and sufficient and the Corporation decision in this regard shall be final and conclusive.

5.3 In case of any compelling circumstances or for any other reasons and in the opinion of the Corporation, the contract needs to be determined and terminated at the stage during the execution, the Corporation shall be entitled to do so, giving one month's notice in writing. In such an eventuality, no compensation whatsoever for any arrangement is made by the contractor or for any liabilities incurred by him or any consequential loss will be payable by the Corporation except the payment for work actually done at contracted rates, after making good all dues recoveries L.D. if any etc. CCI also reserves its right to suspend the contract for any compelling reasons if in the opinion of the Corporation it is so required. In such an eventuality, the time of completion will be extended to the extent of suspension period but no claim whatsoever for any damages, increase in rates, idle wages machinery etc. will be payable to the contractor.

5.4 The Corporation also reserves the right to make risk purchase from the open market by tender or by any other mode of purchase at the risk and cost of supplier in respect of such quantities that the supplier fails to deliver in accordance with the schedule of delivery agreed to, after giving due notice to the supplier.

6.0 SUB-LETTING OF CONTRACT:

The contractor shall not sublet or assign this contract or any part thereof without obtaining prior written permission of the Corporation. In the event of the contractors subletting or assigning the contract or any part thereof without such permission, the Corporation shall have the right to rescind the contract and contractor shall be liable to the Corporation for any loss or damage which the Corporation may sustain in consequence or arising out of such cancellation. Even, in case subletting is permitted by the Corporation the party to whom subletting is proposed, will be subject to approval of the Corporation. However, the Corporation will not recognize any contractual obligations with the persons or party to whom the contract has been sublet including compensation under workman's compensation Act and the Contractor will be held responsible for the satisfactory, due and proper fulfillment of the contract.

7.0 CHANGES IN CONSTITUTION:

7.1 Where the contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Corporation which may be granted only upon furnishing of a written undertaking by the partner to perform the contract and accept all liabilities incurred by the firm and under the contract prior to the date of such undertaking.

7.2 On the death or retirement of any partner of the Contractor's firm before complete execution and performance of the contract, the Corporation may, at its option rescind the contract and in such case the contractor shall have no claim, whatsoever, for compensation of any kind, consequential loss etc. against the Corporation.

7.3 Without prejudice to any of the rights or remedies under this contract, if the contractor is a proprietorship concern and proprietor dies during the subsistence of the contract, the Corporation shall have the option to terminate the contract without paying compensation of any kind consequential loss etc. to any claimant i.e. legal heirs and successors.

8.0 FORCE MAJEURE CONDITIONS:

8.1 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 cessation of such force majeure conditions.

8.2 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.

8.3 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.

9.0 NOTICE:

9.1 Any notice hereunder may be served on the contractor by registered post/ mail at his last known address. Proof of issue of any such notice at this address shall be conclusive proof of having received the notice by contractor.

10. DISPUTE UNDER THIS CONTRACT AND ARBITRATION:

10.1 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 of 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 of this contract.

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

10.3 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.

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

11.0 JURISDICTION:

11.1 It is hereby agreed by the parties here to that only courts at New Delhi/ Delhi shall have jurisdiction to decide or adjudicate upon any dispute which may arise out of or be in connection with this agreement.

12.0 LAWS GOVERNING THE CONTRACT:

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

13.0 WAIVER NOT TO IMPAIR THE RIGHT OF THE CORPORATION:

13.1 Any delay in exercising or omission to exercise any right, power or remedy accruing to the corporation upon any default under this contract shall not impair any such right, power or remedy or shall be construed to be inaction of the Corporation in respect of any such default or any acquiescence by the Corporation effect or impair any right, power or remedy of the Corporation under this contract.

14.0 CONDITION GIVEN BY THE TENDERER:

14.1 With the acceptance of the terms and conditions described in this tender any terms and conditions given by the tenderers contrary to those conditions shall be treated as withdrawn by the tenderer(s).

15.0 In the event of negotiations, only upward (in case of Mandhar Renting of Railway Siding) revision of rates will be allowed. Any change in techno- commercial terms as agreed earlier, will not be permitted at this stage. Hence any qualifying remarks in the price bid revised/negotiated offer will not be entertained and shall render the tender liable for rejection and forfeiture of earnest money deposit.

**CEMENT CORPORATION OF INDIA LTD.
(A GOVT.OF INDIA ENTERPRISE)
CCI HOUSE, 87, NEHRU PLACE,
NEW DELHI 110019.**

Part III – SPECIAL TERMS & CONDITIONS

**Terms and conditions for renting of
Railway Siding – Exchange Yard at Mandhar**

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. Railway Siding – Exchange Yard at Mandhar, to the successful tenderer will be given to the actual users only. Tenderers are required to submit a Certificate along with techno commercial bid certifying that they will use the Railway Siding – Exchange Yard at Mandhar for their actual use only, failing which the tender is likely to be rejected.

2. Tenderer will have to submit their detailed proposal to the concerned railway authorities, to obtain their unconditional No Objection for use of our railway siding at Mandhar to facilitate inward and outward traffic for their goods. However, if CCI wants use of its Rly. Siding for inward/outward traffic during the currency of contract period it will have the overriding right to use the same.

2.1 The tenderer shall also get the previous dues of Rs.12.39 lakhs (approx.) waived off from the Railway authorities/ to be paid by the successful tenderer in 12 equal monthly instalments or at a time as agreed by Railway authorities.

2.2 “For re-opening of Rly. Siding, the successful tenderer will have to arrange maintenance of Rly. Siding Line No. 1st and 2nd to east cabin point no.E-8W as per works detail given by Railway having tentative estimated cost of approx. Rs.19,35,168.50 (details available with GM-MDO). Apart from this, party has also to arrange earth work, bolder/ballast filling on both the tracks lighting arrangement etc. as per siding requirement under railway norms. The maintenance charges is approx. and may vary as per the variation of Railway maintenance norms, as applicable. As such, total maintenance charges will be borne as per actual by the successful tenderer.

2.3 The party will also not have any right to sub-lease the Rly. Siding to any other party. However, CCI reserves the right to induct any other party for using the Rly. Siding on mutually agreed terms but in no case the monthly lumpsum amount as agreed payable will be reduced.

3. Cement Corporation of India Ltd., will permit the successful tenderer to use CCI railway siding at Mandhar and for this purpose the party will have to pay two months lease rent in advance. In addition the monthly charges on lumpsum basis will also be paid in advance by 7th of each month. However, CCI reserves the right to terminate the lease to use the railway siding at any time with one month's notice.
4. The successful tenderer will have to pay the fixed charges such as Railway Land Rent, OHE maintenance charges, Inspection charges of private siding, establishment charges of S.E. Rly. Staff and other expenses payable to the Railway for using the railway siding etc. as per actuals to CCI by way of Demand Draft payable at CCI, Mandhar. This will be in addition to the lumpsum monthly charges indicated at S.No.3 .
 - 4.1 For payment of bills of railways, you will make the payment against the bills raised on quarterly/ yearly basis by Railways. For such payments, the Demand Draft favouring S.E. Railways payable at Bilaspur will be prepared and handed over to CCI – Mandhar for onward deposition to Railway sufficiently before and at least 7 days before the last date of payment to Railways.
5. All indents will be raised by you directly on the Railways for the rakes under intimation to CCI – Mandhar and their payments will be made directly by you to Railways under intimation to CCI- Mandhar against each rake.
6. Compliance of all the local laws will be responsibility of the tenderer. It will also be their responsibility to seek prior clearance from all the appropriate authorities.
7. The tenderer will also ensure that there is no violation of laws/regulations while using the CCI railway siding. In case any penalty is imposed while using the CCI's railway siding the same will have to be borne by the tenderer.
8. The tenderer will be solely responsible for ensuring the implementation and compliance of labour laws or any other legal laws affecting the engagement of labours. The tenderer will also be responsible for payment of any compensation under the Workman Compensation Act in the event of any accidental injury/ casualty caused to the workmen/Labour whatever the case may be.
9. In case there is any incidence/ accident of any track jamming resulting in blockage of traffic on account of the tenderer, it will be the tenderer's responsibility to clear the track within the free time allowed by Railways and in case the same is not cleared, any charges levied by the Railways on this account shall be borne by the party.
10. The transportation of materials from CCI – Mandhar Railway Siding shall be the sole responsibility of the successful tenderer.
11. In case CCI has to pay any demurrage/wharfage or any other charges to Railways due to blockage of track on account of the tenderer, the same will be paid by the tenderer to CCI immediately for making payment to Railways on rake to rake basis.

11.1 Party has to obtain No Demurrage Certificate from the Railways after each rake and to submit the same to CCI before handling of the second rake.

11.2 In case of any damage to the track, for any reason, damage to the property of the Corporation, the successful tenderer/party will be responsible and will be liable to rectify/repair all the damages caused by them/their representative. No relaxation in such circumstances will be entertained on any account.

12. The successful tenderer will have to give interest free refundable security deposit of Rs. 10 lakhs by way of Demand Draft drawn in favour of Cement Corporation of India Ltd., payable at Mandhar unit within one week from the date of Letter of Intent. This will be refunded after 3 months of satisfactory/ successful completion of rental period, deducting dues, if any and after getting clearance from Railways.

13. All taxes & duties etc. levied by State Government or Central Government such as Rental Tax, Service Tax, Duties and any other levies will have to be borne by successful tenderer.

14. CCI- Mandhar is presently under sale as per the directions of Hon'ble BIFR. Hence any directions given by Hon'ble BIFR will have overriding effect on continuation/termination of the lease. However under such eventuality one month's notice shall be given by CCI.

15. **Arbitration Clause**

15.1 In the event of any question/dispute, breach of 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.

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

15.3 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.

- 15.4 The venue of the arbitration shall be New Delhi or such other place as the arbitral tribunal at his discretion may determine.
16. **Validity period:** The contract will remain in force initially for a period of one year or till the sale/closure of CCI Mandhar whichever is earlier and the effective date of contract/lease will be from the date of receipt of 'No Objection Certificate' from the Railways for use of our Railway siding, submission of Security Deposit worth Rs.10 lacs (Rupees ten lakh) only in the form of Demand Draft in favour of 'Cement Corporation of India Limited' payable at Mandhar. The same will be reviewed for further extension by CCI Ltd at its sole discretion. Since the Corporation is referred to Hon'ble B.I.F.R. any direction received from Hon'ble BIFR prior to this affecting this arrangement, the same will have over-riding effect on continuation/ termination of the contract. However, under such eventuality one month notice shall be given by CCI.

17. Force Majeure conditions

- 17.1 If at any time during the continuance of the agreement/contract, it becomes impossible by reasons of war, or war like operations, strikes, lock-outs, riots, civil commotion, epidemical sickness, pestilence, earthquake, fire, storm or floods, the contractor shall during the continuance of such contingencies, not be bound to execute the contract during this period as per agreement/contract time schedule. The work shall be resumed immediately the contingencies has have ceased or otherwise determined and contractor's obligations shall continue to be in force for correspondingly extended period after the resumption of execution. The contractor shall however, inform the Corporation by registered post about such acts at the beginning and end of the above causes of delay within ten days of occurrence and ceasation of such force majeure conditions.
- 17.2 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.
- 17.3 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.

18. JURISDICTION :

- 18.1 It is hereby agreed by the parties here to that only Courts at New Delhi/Delhi shall have jurisdiction to decide or adjudicate upon any dispute which may arise out of or be in connection with this agreement.

19. LAWS GOVERNING THE CONTRACT :

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

20. NOTICE :

20.1 Any notice hereunder may be served on the contractor by Registered Post/Mail at his last known address. Proof of issue of any such notice at his address shall be conclusive proof of having received the notice by contractor.

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

22. The party shall directly be responsible for all or any dispute arising between him and his employees and keep the Corporation indemnify against all loss, damages & claim arising thereof.

23. The party will indemnify the Corporation for any loss or damage which may cause at any stage i.e. during the currency of the contract or later on after the expiry of contract is caused as which has resulted due to the poor performance of the Railway track.

24. The arrangement shall stand revoked in case any of the above condition is violated by the party.

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CEMENT CORPORATION OF INDIA LTD.
(A GOVT.OF INDIA ENTERPRISE)

ANNEXURE – ‘B’

I declare that the following officer of the Corporation are related to me/ no officer of the Corporation is related to me:

S.No.	Name of the Officer	Post held	Place of posting
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Signature of tenderer

(Name / full address with seal)

CEMENT CORPORATION OF INDIA LTD.
(A GOVT.OF INDIA ENTERPRISE)

ANNEXURE – ‘C’

UNEXECUTED / PRESENT CONTRACTS / JOBS IN HAND

S.No.	Name of client	Nature of work	Tonnage	Approx. value of contract (Rs. In lakhs)	Date of start	Stipulated date of completion
-----	-----	-----	-----	-----	-----	-----

Note: Please attach photo copies of contracts

Signature of tenderer

(Name / address with seal)

Place:

Date:

CEMENT CORPORATION OF INDIA LTD.

ANNEXURE-`D`

FORMAT FOR ADDL. INFORMATION TO BE FURNISHED BY THE TENDERERS
(REFER SPL. INSTRUCTIONS PART III SPL. TERMS & CONDITIONS)

1. Name of the Firm
2. Complete Postal address/Gram/Tlx/Phone etc.
 - a) Head Office/Corporate Office
 - b) Factory
 - c) Other branches (incl. Delhi office, if any)
3. Whether Public Sector/Private Sector/Joint Sector etc.
4. Type of Organisation :

Proprietary/Partnership/
Limited/any other type

 - A. In case of Proprietors/Partnership
 - i) Name of the Proprietors/Partners
 - ii) Whether business/Partnership is registered
 - iii) Date of commencement of business
 - iv) Status of Income Tax assessment(Please attach copy of Valid Income Tax clearance certificate)
 - v) Name & address of the Bankers (Please attach reference letter from your banker)
 - B. In case of Limited Liability Company or Company Limited by Guarantees
 - i) Amount of paid-up Capital
 - ii) Name of Directors
 - iii) Date of Registration of Company
 - iv) Copies of last three years audited balance Sheets of company (including Profit & Loss Statement) to be enclosed.
 - v) Name & address of the Bankers (please attach reference letter from your banker)
5. Date of commencement of production of item for which tender is being submitted
6. Annual turnover for last 3 years _____ Amount Rs. In lakhs of the category/item for which tender is being submitted.

7. List of Plant & Machinery installed
(Details to be furnished as per Annexure-D 1)
8. Details of orders executed/completed including CCI's, if any, during last 3 years (details to be Furnished as per Annexure-D2). (Photocopies of orders/contracts alongwith performance certificates from buyers to be enclosed).
9. Present order in hand (Details to be furnished as per Annexure `C`) (Photocopies of orders/contracts to be attached).
10. Details of Foreign collaboration, if any. (Please attach photocopies of collaboration agreement if it is there).

11. **FINANCIAL**

- a) Investment on fixed assets of building, fitting & fixtures.
- b) Investment on Plant & Machinery tools and dies etc.

12. **Testing Facilities**

- i) Is your firm authorised to use ISI certification mark (give authority reference with copies)
- ii) Are these testing facilities adequate in line with ISI.
- iii) What are the test facilities (Test Equipments Annexure – D2)

13. Are you on the approved list with any of the following Supply of items quoted :

- Any Public Sector Undertakings
- Cement Plants
- Other reputed agency

(Enclose photocopies of Registration Certificates)

14. **LIST OF ENCLOSURES ATTACHED BY VENDORS TO BE INDICATED**

Enclosed Not Enclosed

- a) Latest Income Tax Clearance Certificate/ _____
Latest Income Tax Return/PAN _____

- b) Partnership Deed, if applicable _____
- c) Copies of last three years audited
Balance sheets with Profit & Loss A/cs _____
- d) Photocopies of Performance Reports
from the customers _____
- e) Details of present orders in hand
(as per Annexure – C) _____
- f) Photocopy of foreign collaboration,
if applicable _____
- g) Reference from the Bankers indicating
Financial status of the company _____

It is hereby solemnly declared that the above information and the date furnished in the enclosed Annexure is true to the best of our knowledge.

Signature of Tenderer

Name of the Signatory

Designation

Seal of the Company

Place :

Date :

ANNEXURE – D-3

DETAILS OF ORDERS EXECUTED
INCLUDING CCI DURING THE LAST THREE YEARS

Name of firm :

Type of items (give details)	Name of the party to whom supplied	Value	Date of order	Delivery date	Date of actual completion

Date :

Signature :

Name :

Designation :

CEMENT CORPORATION OF INDIA LTD.
(A GOVT.OF INDIA ENTERPRISE)
CCI HOUSE, 87, NEHRU PLACE,
NEW DELHI 110019.

PRICE BID FORMAT

Tender No. 11(1)/13-MMO for Renting of Mandhar Railway Siding

- | | |
|--|--|
| 1. Lumpsum minimum charges for handling
0 to 6 rakes payable in advance on monthly
basis by 7 th of each month irrespective of rake
handled during the month | Rs. _____
(in figures)
Rs. _____
(in words) |
| 2. Rate for handling of additional each rake exceeding
six rakes | Rs. _____
(in figures)
Rs. _____
(in words) |

Note: The comparison of rates to find out Highest-1 (H-1) party will be made based on lumpsum minimum monthly charges for handling 0 to 6 rakes irrespective of rake handled during the month plus previous railways dues, if the tenderer has agreed for waiver from the railway authorities / for payment to the Railway authorities as per clause no. 2.1 of Part-III Special terms & conditions of the tender.

Date :

Place :

Signature of the tenderer
With seal & address