

CEMENT CORPORATION OF INDIA LIMITED

(A GOVT OF INDIA ENTERPRISES)

HYDERABAD ZONAL OFFICE

FLAT NO. A-3, P&T OFFICERS COMPOUND,

S.P. ROAD, SECUNDRABAD-500003 (TELENGANA)

CIN No. U74899DLI965GOI004322

AN ISO CERTIFY COMPANY 2008:2015

ccirohyd@ccilttd.in, rmccihyd@gmail.com & ccirohyd@gmail.com

Website: www.ccilttd.in

NIT NO.: CCI/RO/HYD/MKTG/HA-MIYAPUR/24-25/02

Date : 03.07.2024

NOTICE INVITING FOR E-TENDER (NIT) (Only e-procurement through CPP Portal)

Online electronic bids through Electronic Tendering System (ETS) are invited from interested parties having adequate experience HA Contractors for Clearing, Handling and Storage of cement at Miyapur, Hyderabad T.S., With Godown Facility of minimum capacity of 500 - 600 MT SPACE OR MINIMUM GODOWN SIZE MUST BE FROM 1600 sq. ft. to 2000 SFT.

The complete set of tender documents is available on websites www.ccilttd.in, www.cci-etender.com and www.eprocure.gov.in/eprocure/app of (CPP Portal)

- PRE-BID SESSION TO BE SCHEDULE ON 05.07.2024 AT 11.30 AM ONWARD.**

E-TENDER NO.	CCI/RO/HYD/MKTG/HA-MIYAPUR/24-25/ 02
TENDER FEE	NILL
MODE OF TENDER	e-Procurement System (Online Part A - Techno-Commercial Bid and Part B - Price Bid) through www.cci-etender.gov.in/eprocure/app of CPP PORTAL
ERNEST MONEY DEPOSIT	Rs.111600/- as per Clause no.,1.0 of Part-II General terms & conditions SSI units registered with NSIC, MSME and Public Sector Undertakings are exempted from furnishing EMD. EMD to be submitted online through RTGS/DD PAYABLE CCI LTD, HYDERABAD. Bank Account No: 510101000854531 IFSC Code: UBIN0900443 BRANCH NAME: MG ROAD SECUNDERABAD. BENEFICIARY NAME: CEMENT CORPORATION OF INDIA LTD
Date of NIT available to parties to download	From 03.07.2024 (10.00 hrs.) Till 16.07.2024 (14.30 hrs.)

Last date of submission of EMD, valid SSI/NSIC/MSME certificate and other documents required as per tender terms & conditions under covering letter	16.07.2024 (15:00 hrs.)
Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and Price Bid at www.cci-etender.com	From 03.07.2024 (10:00 hrs.) Till 16.07.2024 (15:00 hrs.)
Date & time of opening of Part-A (i.e. Techno-Commercial Bid) Part-B Price Bid: Date of opening of Part-B i.e. price bid shall be informed separately	17.07.2024 at 15.30 hrs. To be communicated separately.
Validity of bids	120 days from the date of the techno- commercial bid opening.

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

SCHEDULE OF MATERIAL: -

NIT No.	Name of the item/SCOPE OF WORK	Quantity
CCI/RO/HYD/MKTG/HA-MIYAPUR/24-25/02 Dated: 03.07.2024	<ul style="list-style-type: none"> Clearing, Handling and Storage of cement at Miyapur Hyderabad, T.S., (with Godown facility of minimum SIZE CAPICITY OF 1600 sq. ft. TO 2000 SFT. GODOWN SPACE MUST BE AT PROMINENT COMMERCIAL PLACE AT OR NEAR BY CEMENT COMPETITORS GODOWN SOUROUNDING NEAR MIYAPUR. 	APPROXIMATE 18000 MT PER ANNUM for 02 years OR (1500 MT per Month) (MINIMUM 36000 MT FOR INITIALLY 02 YEARS CONTRACT + 01 YEAR EXTENSION SUBJECT TO SATISFACTORY PERFORMANCE.)

- Only those tenders will be considered who fulfill the terms & conditions mentioned in the tender documents.
- The price- bid should be only as per CCI's price - bid format otherwise the tender is liable for rejection.
- **Preference will be given to those Bidders who are in similar experience business of Handling, storage & forwarding Agent. CCI Transporter & Dealers are not eligible for this Tender.**

List of Annexure

The tender documents comprise of following: -

Annexure-I	Important Instructions to Bidders
	Covering letter, Part-I - Instruction to tenderers, Part-II- General terms & conditions, Integrity Pact and Annexures 1 to 9 available in CCI web site https://www.ccilttd.in/UserFiles/files/GTC2.pdf
Annexure-V	Part-III- Special Terms & Conditions
Annexure-VII	Price Bid Proforma (Price schedule) & TECHNICAL BID PROFORMA to be submitted duly filled in on-line as Part-B. Cost break up rates quoted may also be furnished.

Please read the Part – I (Instructions to tenderers), Part- II (General Terms & Conditions) available on tender portal of www.ccilttd.in and Part- III (Special Terms & Conditions) & Part- IV (Technical specifications) of this tender and submit Declaration letter (Annexure-9) in letter head and Annexures-1-9 duly signed and stamped of having read and understood the GTC.

Important instructions for E-procurement

PART - I

This is an e-procurement event of CEMENT CORPORATION OF INDIA LTD. The e-procurement service provider is CPP Portal.

You are requested to read the tender terms & conditions (**Annexure: I to VII**) of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1	<p>Process of E-Tender: Registration: The process involves vendor's registration with Tender wizard e-procurement portal. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. CPP PORTAL is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature). SPECIAL NOTE: SPECIAL NOTE: THE PRICE BID AND THE TECHNO-COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT https://etenders.gov.in/e procure/app (CPP Portal Vendors are required to register themselves online https://etenders.gov.in/e procure/app →'Register Me' link. Filling up details and creating own user id and password → Submit. Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact CCI/ CPP PORTAL, (before the scheduled time of the e-tender). Contact person (Cement Corporation of India):</p> <table border="1"><thead><tr><th>Name</th><th>Email</th><th>Land Line</th><th>Mobile</th></tr></thead><tbody><tr><td>Mr. Alok Shukla, AGM (MKTG.)</td><td>alokbjcl@gmail.com & alok.shukla@ccilttd.in</td><td style="text-align: center;">-</td><td style="text-align: center;">9993752836</td></tr><tr><td>Mr. U K Singh, RM Hyderabad</td><td>rmccihyd@gmail.com & ccirohyd@ccilttd.in</td><td></td><td style="text-align: center;">8073156545</td></tr><tr><td>Mr. Rohit Mishra Officer(S&M)</td><td>ccirohyd@gmail.com</td><td></td><td style="text-align: center;">7509989688</td></tr></tbody></table> <p>B) System Requirement: Windows 8,10 Professional Operating System, Internet Browser-9,10 & 11. Signing type Class 3 digital signature Java JRE 6 and above</p>	Name	Email	Land Line	Mobile	Mr. Alok Shukla, AGM (MKTG.)	alokbjcl@gmail.com & alok.shukla@ccilttd.in	-	9993752836	Mr. U K Singh, RM Hyderabad	rmccihyd@gmail.com & ccirohyd@ccilttd.in		8073156545	Mr. Rohit Mishra Officer(S&M)	ccirohyd@gmail.com		7509989688
Name	Email	Land Line	Mobile														
Mr. Alok Shukla, AGM (MKTG.)	alokbjcl@gmail.com & alok.shukla@ccilttd.in	-	9993752836														
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Mr. Rohit Mishra Officer(S&M)	ccirohyd@gmail.com		7509989688														
2	<p>(A) Part-A Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid. (B) Part-B Price bid will be opened electronically of only those bidder(s) whose Part-A Techno-Commercial Bid is found to be Techno-Commercially acceptable by CCI. Such bidder(s) will be intimated date of opening of Part-B Price bid, through valid email confirmed by them. Note: The tenderers are advised to offer their lowest possible rates taking into account the prevailing market conditions. There would generally be reverse auction, hence please submit your most competitive prices while submitting the price bid. However, if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>																
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.																
4	In case of failure to access the payment towards non-refundable fees for any reason, the vendor, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and CCI will not be responsible for any such lapses on this account. Bidder(s) are																

	<p>advised to make remittance of non-refundable fees through separate DD well in advance and verify completion of transaction in respect of non-refundable fees.</p> <p>Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through AttachDocument link against the particular tender. For further assistance please follow instructions of vendor guide</p>
5	All notices/corrigendum and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by CCI. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with Tender wizard (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
6	The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.
7	E-tender cannot be accessed after the due date and time mentioned in NIT.
8	<p>Bidding in e-tender:</p> <p>a.) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>b.) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>c.) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.</p> <p>d.) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
9	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
10	No deviation to the technical and commercial terms & conditions are allowed.
11	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
12	CCI has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
13	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website https://etenders.gov.in/eprocure/app
14	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15	The bid will be evaluated based on the filled-in technical & commercial formats.
16	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, punitive action including suspension and banning of business can also be taken against defaulting bidders.
17	Bidders are requested to read the vendor guide in the page https://etenders.gov.in/eprocure/app to familiarize themselves with the system before bidding.

For and on behalf of CCI Ltd.

AGM (MARKETING)

Cement Corporation of India Ltd.

(A Government of India Enterprise)

PART-III (A): SPECIAL TERMS AND CONDITIONS CONTRACT FOR CLEARING, HANDLING, AND STORAGE OF CEMENT ETC.

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

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

1. Scope of work

- Clearing, Handling and Storage of Cement including unloading the cement in to the Godown and loading into trucks of customers at Miyapur depot. (with godown facility of minimum size capacity of 1600 Sq.ft To 2000 Sq.ft . Godown space. Location must be at prominent commercial space at or near by cement competitors godown.
- **GODOWN SPACE MUST BE PROVIDED BY SUCCESFUL BIDDER AT PROMINENT COMMERCIAL PLACE AT OR NEAR BY AT CEMENT COMPETITORS GODOWN AT MIYAPUR OR IT'S SOUROUNDING AND AS PER PLACE DECIDED DURING PRE-BID SESSION TO BE SCHEDULE ON 05.07.2024 ONLINE.**

2 Quantity:

APPROXIMATELY 18000 MT PER ANNUM FOR TWO YEARS 36000 MT.

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

3. Clearing, Forwarding & Storage:

3.1 The Handling Contractor shall be responsible to take delivery of consignment from the Carrier in time. In case any detention is paid by the Corporation to the Carrier, and the same shall be recovered from the Handling Contractor.

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

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

3.4 The Handling Contractor shall make all arrangement to unload the bags/materials from Carrier and shall transship the same in good condition to depot godown or into truck as per the instruction of Depot in charge.

3.5 The Corporation will not provide godown to the handling Contractor. Handling Contractor should have own godown or on hire basis and the same shall maintain for storage of CCI cement. The Cement shall be stocked in the godown as per standard practice and as advised by the CCI. The handling Contractor shall not store Corporation's stock/cement in any other godown which is not approved by the Corporation.

3.6 The handling contractor shall be liable for any loss due to shortage and/or damage in transit/storage as aforesaid or/and loading and unloading of cement.

3.7 The Handling Contractor shall maintain such registers and records as may be decided by CCI and shall abide by all the directions and instructions as may be issued to him by the Corporation from time to time. Entries in all such registers/records shall be made on day-to-day basis on the close of all transaction of each day. These registers/records and all other ancillary papers, documents shall kept be ready for inspection by the authorized representative of the Corporation at all point of time. (Will remain as it is)

3.8 The Handling Contractor shall submit daily arrivals and sales report and other periodical returns in the form/manner as may be prescribed by the corporation from time to time and the Handling Contractor shall be required to submit all such returns within time as prescribed by the Corporation after obtaining counter signature on the from the official authorized by the Corporation in this behalf. (Will remain as it is)

3.9 The Handling Contractor shall whenever be required by authorized representative of Corporation make necessary arrangements to facilitate physical verification of Corporation's stocks held in the approved godowns at their cost. In case of Corporation's loss by the service provider in any matter or Failure to arrange physical verification of stocks by the Handling Contractor the Corporation shall have the right for forfeiture of their cash security as well as encashment of Bank Guarantee submitted by the handling contractor along with termination of this contract and put in blacklisting also.

3.10 The cement stored in the godown must be insured in the name of CCI and the charges for insurance shall be to the account of Handling Contractor. The insurance of the godown must be completed within fifteen days from the award of the contract failing which CCI shall have a right to insure the godown and recover the premium so paid from the Handling Contractor. The insurance policy should be comprehensive covering all types of risks. (Will remain as it is)

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

3.12 The Handling Contractor shall be fully responsible for the safety of the material/cement lying in his custody till the same material/cement is delivered to allotted as per the directions of CCI. (will remain as it is).

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

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

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

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

3.17 The Handling Contractor shall comply with and observe all laws prevailing and shall keep the Corporation unharmed and indemnified against the claims for compensation by or on behalf of any workman of labour employed by him for injury, disability or death by accident under workmen's Compensation Act of 1923.

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

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

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

3.21 The handling contractor shall be fully responsible for handling the materials at Depot.

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

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

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

3.24 The handling contractor should arrange and depute a godown keeper cum computer operator who will responsible for delivering Invoice to respective CCI's consumers.

4.0 Submission of Bills.

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

The GST amount claimed by the party will be reimbursed on submission of proof of deposit the same into Govt. A/C and upload the invoices in their GST portal and reflect in GSTR 2A.

TDS on GST at 2% and IT TDS will be recovered from the bill as per IT and GST Act.

5.Earnest Money Deposit

- **Earnest Money Deposit of Rs.1,11,600/-to be submitted through RTGS/IMPS/NEFT as per Bank Details furnish below:-**

Bank Account No : 510101000854531
IFSC Code : UBIN0900443
BRANCH /BANK NAME : UNION BANK OF INDIA, MG ROAD SECUNDERABAD
BENIFICIARY NAME : CEMENT CORPORATION OF INDIA LTD

6. Security Deposit

- **Successful bidder shall furnish a security deposit of Rs.5,00,000/-(Rupees Five Lakhs only) by demand draft/RTGS drawn in favor of Cement Corporation of India Ltd Secunderabad within 07 days from the date of the award of work/contract/LOI.No Interest on cash security Deposit shall be payable.**
- **In addition of above cash security, for storage and safe custody of stock, successful Handling Contractor shall furnish a Bank Guarantee for an amount of Rs.10,00,000/- (Rupees Ten Lakhs only) in specific CCI format for depot served by Road from a Nationalized bank within 15 days from the date of the award of work/contract/LOI.**
- The Corporation shall have right to appropriate the said amount so deposited as Security deposit either in whole or in Parts and the amount of bills payable to the Handling contractor to liquidate any claim of the Corporation against the Handling Contractor or as penalty for breach of the terms & conditions and covenants of this contract agreement by the Handling Contractor.
- The Security deposit will be refunded to the Handling Contractor after the expiry of the contract agreement or on termination of this agreement and after final settlement of accounts/claims of the Corporation. Any sum of money due and payable to the Handling Contractor (including security

deposit returnable to him) under the contract Agreement may be appropriated by the Corporation and set off against any claim of the Corporation.

7. Penalty

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

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

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

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

7.5 The contractors must be ensured the unloading of vehicles (received from TDO PLANT) Within 24 hrs from the date of reporting the same at the respective Godown, otherwise A penalty of Rs.200/- per vehicle per hour (after 24 hrs.) will be charges from the respective contractor from their running Handling bills.

8. Duration of Contract

The contract shall be valid for a period of Two years with the provision for further extension of one year if performance is found satisfactory during the contract period. However, determining factor majorly about satisfactory performance of the contractor during the first two years shall be based on quarterly evaluation system and mandatory to obtain more than 60% in quarterly evaluation of the HA contractor. In this regard, the decision of CCI Management will be final.

9. Termination of Contract

9.1 This contract/agreement can be terminated by the CCI at any point of time by giving one month notice in writing to the Handling Contractor, without assigning any reasons thereof. (Will remain as it is)

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

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

CEMENT CORPORATION OF INDIA LTD
(A GOVT OF INDIA ENTERPRISES)

PART-III-B: SPECIAL TERMS AND CONDITIONS BRIEF NATURE OF JOBS FOR CLEARING, HANDLING AND STORAGE OF CEMENT.

1. **The handling contractor shall arrange and depute a godown keeper cum computer operator who will responsible for delivering Invoice to respective CCI's consumers from Godown and submit daily arrivals and sales report to the concerned officer.**
2. Handling Contractor shall remain in regular contact with the depot in charge and collect delivery particulars from CCI Office.
3. The contractor shall obtain clear acknowledgements from the consignees to whom cement is delivered regarding receipt of material in good condition and shall submit the same to Depot in charge.
4. The contractor shall arrange to deliver invoices to the parties and obtain proper acknowledgements.
5. The contractor shall be responsible for the safety of the materials lying in his custody till the same is delivered to the parties.
6. The contractor shall be responsible to arrange proper storage of cement, in the Depot/Godown approved by CCI
7. The contractor shall be responsible for covering the goods being cleared, storage with Insurance, for any damage or any losses or any other kind of losses shall be at contractor Risk.
8. The contractor shall ensure that the cement is delivered immediately after instruction. In case of any delay or complaint from party, suitable penalty shall be imposed on contractor as decided by the Corporation.
9. The Contractor/shall be liable to pay damage to Corporation in the event of any damage/loss caused to the cement till the time of delivery to the buyer/destination. To avoid damage/loss to cement in transit, the contractor shall indemnify the Corporation full cost or market rates of the prevailing prices of CCI's cement, whichever is higher.
10. The contractor shall get the materials tested, if required by the department/parties as per the normal procedure laid down by the Corporation and obtain test Certificate.
11. The work of transportation and the clearing & handling works will be executed concurrently, as per directions of Depot in charge.
12. The stocks of good cement/damaged cement/cut & torn bags shall be kept in the godown in accountable manner separately, for inspection.
13. It will be the responsibility of the contractor to ensure that there is no pilferage/damage/adulteration to the cement in transit. In case any of this is noticed, contractor will be held responsible and will be liable to compensate the Corporation's losses as per decision of the Corporation. However, in case of pilferage/adulteration the penalty will be double at the prevailing market price of cement.

14. Joint sample will be taken in the presence of the representative of handling Contractor on arrival of consignment at siding and it will be the responsibility of the Contractor to get the material passed from the consignee.
15. Taxes/Octroi if any, will be paid by the Contractor and same will be reimbursed by CCI on production of original receipts.
15. In case any of the State/Central Govt. Dept. indicate their terms and conditions for accepting the Cement, the same will also have to be accepted and ensured by the contractor.
16. The contractor will have to deposit cash security of Rs. 5,00,000/- (Rs. Five Lakhs only) and furnish a Bank Guarantee of Rs. 10,00,000/- (Rs. Ten Lakh only) for Road fed destination issued from any Nationalized / Scheduled Bank. **NO INTEREST ON CASH SECURITY SHALL BE PAYABLE.**
17. The Corporation reserves its right to make direct supplies to any Govt./Public Sector undertakings as per their requirement/order.
18. The Corporation also reserves its right to appoint more than one contractor for the entire work /supply etc.
19. All other responsibilities as have been specified in the tender document or specified in other terms & conditions for handling of cement will also be complied by the contractor.
20. The party shall provide suitable office space along with required furniture and fixtures for the depot in charge/officer of CCI within his office premise.
21. The contractor will remain in constant touch with all stockiest / dealers in the market and will make all efforts to generate orders from them for the sale of cement of CCI.
22. The contractor has to co-ordinate with all the dealers / customers for collecting orders and Payments, timely arrangement of supply of cement to concerned customer(s)/dealer(s).
23. The contractor shall always uphold the prestige, brand image, reputation and good will of the CCI cement/ product and of Corporation. The contractor will also ensure that his employee/person are not indulged in any unsocial practice like adulteration, pilferages etc. In case it is noticed by the corporation, strict action will be taken.
24. **NO REVERSE AUCTION SHALL BE CONDUCTED FOR THIS TENDER.**