Cement Corporation of India Ltd.

7th Floor ,Core-V, Scope Complex,New Delhi

New Delhi -110003

Ref./NOU/KKO/Valuation Date: 25.04.2025

Subject: Valuation of AVAILABLE PLANT & MACHINERY, RAILWAY TRACK, RAILWAY WAGONS/SCRAP, STORES & SPARES/SCRAP, PLANT BUILDINGS/STRUCTURES/SCRAP AND ADMIN BUILDING/SCRAP ALONG WITH DISMANTLING, EXCLUDING LIMESTONE, 132 KV SUB STATION OF KARNATAKA ELECTRICITY BOARD, PLANT BOUNDARY WALL/FENCING/GRILLS, COLONY QUARTERS, COMMUNITY CENTRE, SCHOOL, HEALTH CENTRE ETC AT KURKUNTA CEMENT FACTORY OF CCI.

Note:- The valuation Report is to be submitted in hard copy within 15 days in sealed envelope to

GM(NOU)'s office at: Cement Corporation of India Ltd., 7th Floor ,Core-V, Scope Complex, New Delhi-110003

Concerned parties are requested to submit their offers with all terms and conditions by 30th April 2025, by 3 PM.

Offers will be opened on same day i.e 4 PM 30th April 2025. Quotes may be email at gmnouco@gmail.com.

The details scope of work also mentioned in the attachment.

GM (NOU)

Ref: GM(NOU)/Valuer/24-25/13 25.04.2025

You are required to do the valuation of CCI Kurkunta unit and submit the valuation report within 15 days of issue of this order in a given format in sealed cover in hard copy.

S.No	Group	Item description	Qty/Weight Dimension	Assessed Price	Total	Any other info

1. Scope of work

Valuation of the Kurkunta Unit is to be done on following categories:

1. Plant &Quarry Building
2. Railway Siding
3. Quarry
4. Water Supply
5. Plant
6. Mechinery
7. Township (incl dismantling cost etc)
8. Stores & Spares
9. Vehicles
10. Scrap Items

2. **Service Charges**:
The service charges indicated above for valuation work are on lump sum basis inclusive of all taxes and duties as applicable:

3. **Payment Terms**:

1. 100% payment towards service charges will be made within 15 days after submission of valuation report and acceptance of valuation report by CCI.
2. Applicable Income tax on service charges shall be deducted from the bills as per statutory requirement.

4. Paying Authority

HOD (fin) Corporate Office at scope Complex, Lodhi Road, New Delhi

5. Security Deposit

No security deposit

6. Submission of Report

a) The valuation report has to be submitted in duplicate and also in soft copy to GM (NOU) as per the schedule mentioned above.

b) You will not part with any information or documents to any outside agencies/persons without prior written permission from CCI. Further all the information /report to be submitted by you against this contract have to be kept strictly confidential

7. **FORCE Majeure Conditions**:

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 contingency not be bound to execute the contract during this period as per agreement/contract time schedule. The work shall be resumed immediately the contingencies have ceased or otherwise determined and extended period after the resumption of execution. The contractor shall however inform the corporation in written about such acts at the beginning and end of the above causes of delay immediately, but not alter than 10 days of occurrence and cessation of such force majeure conditions.
2) In the event of delay in performance of the corporation work, ifarising 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.
3) Only events of Force Majeure which affect the work at the time of the occurrence shall be taken into cognizance. The Corporation shall not be liable to pay any extra costs or interested rates due to delay(s) under Force Majeure conditions.

8. Dispute under this contract and Arbitration

DISPUTE UNDER THIS CONTRACT AND ARBITRATION.

1. DISPUTE RESOLUTION

1. Amicable Settlement through Mediation

1.1. In the event of any dispute, controversy, or claim arising out of or in connection with this Agreement, including its interpretation, performance, or termination, the Parties shall first make all reasonable efforts to resolve the dispute amicably through mutual discussion and negotiation.

1.2. If the Parties fail to resolve the dispute within 30 (thirty) days from the date of written notification of the dispute by one Party to the other, the dispute shall be referred to mediation. The mediation shall be conducted in accordance with the provisions of the Mediation Act, 2023, or any statutory amendment or re-enactment thereof.

1.3. The mediator shall be:

a. A retired High Court Judge, or

b. A retired high-ranking officer with relevant technical expertise

1.4. If the Parties fail to agree on the appointment of a mediator within 15 (fifteen) days of reference to mediation, the mediator shall be appointed in accordance with the procedure prescribed under the Mediation Act, 2023.

1.5. The mediation process shall commence within 15 (fifteen) days from the date of appointment of the mediator and shall be concluded within 60 (sixty) days unless extended by mutual consent of the Parties.

1.6. The costs of mediation, including mediator fees, shall be shared equally by the Parties unless otherwise agreed in writing.

1.7. Any settlement reached through mediation shall be recorded in writing, signed by both Parties, and shall have the same binding effect as a judgment or decree under law.

2. Judicial Remedies

2.1. If the mediation process fails to resolve the dispute within the prescribed timeline or if no settlement is reached, either Party shall be entitled to seek judicial remedies before the competent courts as specified herein.

2.2. The courts having Jurisdiction at New Delhi shall have exclusive jurisdiction over all disputes, controversies, or claims arising out of or relating to this Agreement.

3. Governing Law& Applicability of AMRCD

3.1. This Agreement and any dispute arising out of or in connection with it shall be governed by and construed in accordance with the laws of India.

3.2. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations(excluding disputes relating to Railways, Income Tax, Customs &Excise Departments), such dispute or difference shall be taken up byeither party for its resolution through AMRCD as mentioned in DPE OMNo. 05/0003/2019-FTS-10937 dated 14th December, 2022 andthe decision of AMRCD on the said dispute will be binding on both the parties

9. Notice:

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

9.2 **Method of Notice**: The parties shall give all notice demand and communication between the parties by i) personal delivery ii) first class registered or certified mail, postage prepaid, return receipt requests. All notices demand and communications to the party shall be given at the last known address of the party.

9.3 **Receipt of Notic**e :

A notice demand and communications given under this contract/Agreement will be effective on i) The other party's receipt of it, or ii) if mailed on the earlier of the other party's receipt of it and the fifth business day after mailing it.

9.4 Proof of issue of any such Notice at the last known address of the party shall be conclusive proof of having received the Notice.

10 Jurisdiction: NewDelhi

Kindly acknowledge the receipt as token of your acceptance

Thankng you,

GM (NOU)

Please submit your most competitive offer for evaluation of Plant and Machinery of Kurkunta Unit.

S.No	Description	Qty	Unit Rate (Rs.)	GST	Total value (Rs.)
1	Valuation of AVAILABLE PLANT & MACHINERY, RAILWAY TRACK, RAILWAY WAGONS/SCRAP, STORES & SPARES/SCRAP, PLANT BUILDINGS/STRUCTURES/SCRAP AND ADMIN BUILDING/SCRAP ALONG WITH DISMANTLING, EXCLUDING LIMESTONE, 132 KV SUB STATION OF KARNATAKA ELECTRICITY BOARD, PLANT BOUNDARY WALL/FENCING/GRILLS, COLONY QUARTERS, COMMUNITY CENTRE, SCHOOL, HEALTH CENTRE ETC AT KURKUNTA CEMENT FACTORY OF CCI.	1 LOT			