



## **Cement Corporation of India Limited**

(A Govt. of India Enterprise)  
CCI HOUSE, 87, NEHRU PLACE  
NEW DELHI-110 019  
CIN-U74899DL1965GOI004322

PHONE: 011-30880183/26288487

FAX: 011- 26210232

E-mail: [mm\\_co@cementcorporation.co.in](mailto:mm_co@cementcorporation.co.in)

Website: [www.cementcorporation.co.in](http://www.cementcorporation.co.in)

NIT NO.: COMPANY SECRETARY/16-17/03

Dated: 18.02.2017

### **CORRIGENDUM**

#### **NOTICE INVITING E-TENDER (NIT) (Only through e-procurement)**

With reference to our NIT NO. COMPANY SECRETARY/16-17/03 (E-tender no. CCI/Corporate office/12/16-17/ET/34) placed on websites for Engagement of an Legal Advisor for Disinvestment of units of Cement Corporation of India Limited (CCIL), A Public Sector Company , please note the following date & time regarding Pre-Bid Meeting :-

1. Pre-Bid Meeting Date : Pre –Bid Meeting will be held on 03.03.2017(11.00 hrs.)
2. Pre-Bid Meeting Venue : Cement Corporation of India Limited Scope Complex ,7 Lodhi Road, New Delhi-110003
3. Last Date for submission : The bidders need to provide the list of clarification required, if  
of queries by the bidders any along with para/clause no. of the bidders document by  
01.03.2017 prior to the pre-bid meeting.
1. Last date of site visit : 01.03.2017 from 9:00A.M. to 5:00 P.M.  
(if needed )by the bidders

**For and on behalf of CCI Ltd.**

General Manager (MM)-I/C



**Cement Corporation of India Limited**  
(A Govt. of India Enterprise)  
Core 5, SCOPE Complex7, Lodhi Road, NEW DELHI-110 003  
CIN-U74899DL1965GOI004322

PHONE: 011-30482559/30880183/26288487

FAX: 011- 24364555/26210232

E-mail: [ak.sharma@cementcorporation.co.in](mailto:ak.sharma@cementcorporation.co.in),

[mm\\_co@cementcorporation.co.in](mailto:mm_co@cementcorporation.co.in)

Website: [www.cementcorporation.co.in](http://www.cementcorporation.co.in)

NIT NO.: COMPANY SECRETARY/16-17/03

Dated: 18/02/2017

**NOTICE INVITING E-TENDER (NIT)**  
(Only through e-procurement)

**1.0** Online electronic bids through Electronic Tendering System (ETS) are invited from reputed legal advisor for strategic disinvestment of units of Cement Corporation of India Ltd. (CCIL).

The complete set of tender documents is available on websites [www.cementcorporation.co.in](http://www.cementcorporation.co.in), [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.mstcecommerce.com/eprochome/cci](http://www.mstcecommerce.com/eprochome/cci) of MSTC Ltd.

E-TENDER NO.	
MODE OF TENDER	e-Procurement System (Online Part A - Techno-Commercial Bid and Part B - Price Bid) through <a href="http://www.mstcecommerce.com/eprochome/cci">www.mstcecommerce.com/eprochome/cci</a> of MSTC Ltd.
Date of NIT available to parties to download	From <b>18/02/2017 (10.00 hrs.)</b> Till <b>16/03/2017 (17.00 hrs.)</b>
Pre-Bid Meeting Date	Pre-Bid Meeting will be held on <b>03/03/2017 (11.00 hrs.)</b>
Pre-Bid Meeting Venue	Cement Corporation of India Limited Scope Complex ,7 Lodhi Road, New Delhi-110003
Last Date for submission of queries by the bidders	The bidders need to provide the list of clarification required, if any along with para/clause no. of the bidders document by <b>01/03/2017</b> prior to the pre-bid meeting.
Last date of site visit (if needed ) by the bidders	<b>01/03/2017</b> from <b>9:00A.M. to 5:00 P.M.</b>
i) Non-Refundable fees	Rs. 50,000/- in the form of Demand Draft in favour of Cement Corporation of India Limited payable at New Delhi
ii) Tender Fees	-Nil-
iii) Transaction Fee	Rs. 5750/- (Including Service Tax @15%) Payment of Transaction fee by NEFT in favour of MSTC LIMITED (refer clause. No. 4 of Annexure: A-I). Access to bid shall be provided to bidder only after realization of correct transaction fee at MSTC end.

Last date of submission of non-refundable fees and other documents required as per tender terms & conditions under covering letter(Annexure: A-II) in Hard Copy(ies) <b>(Offline Submission)</b>	<b>16/03/2017 (17.00 hrs.)</b>
Last date of submission of Transaction fee through RTGS in favour of <b>MSTC Limited, Kolkata.</b>	<b>16/03/2017(17.00 hrs.)</b>
Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and Price Bid at <a href="http://www.mstcecommerce.com/eprochome/cci">www.mstcecommerce.com/eprochome/cci</a>	<b>From 18/02/2017 (10.00 hrs.)Till 17/03/2017 (15.00 hrs.)</b>
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	<b>17/03/2017 at 15.30 hrs.</b>  To be communicated separately.
Validity of bids	120 days from the date of the techno-commercial bid opening.

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

NIT No.	Name of the work
<b>COMPANY SECRETARY/16-17/03</b>	Engagement of an a Legal Advisor for Disinvestment of units of Cement Corporation of India Limited (CCIL).

- 1) Only those tenders will be considered who fulfill the terms & conditions mentioned in the tender documents.
- 2) Only those tenders shall be considered who deposit the non-refundable fees, tender cost and transaction fee by due date.
- 3) The price- bid should be only as per CCI's price - bid format otherwise the tender is liable for rejection.

### List of Annexure

**The tender documents comprise of following:-**

Annexure: A-I	Important Instructions to Bidders
Annexure: A-II	Covering letter which must be submitted by tenderer duly filled in.
Annexure: A-III	Part-I - Instruction to tenderers
Annexure: A-IV	Part-II- General terms & conditions
Annexure: A-V	Part-III- Special terms & conditions (Annexure – I,II,III & IV)
Annexure: V	Price Bid Performa (Price schedule) to be submitted duly filled in on-line as Part-B. Cost break up rates quoted may also be furnished.

**Important instructions for E-procurement**

This is an e-procurement event of CEMENT CORPORATION OF INDIA. The e-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

You are requested to read the tender terms & conditions (**Annexure: A-I, A-II, A-III, A-IV, A-V & V**) 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 :</p> <p><b>A) Registration:</b> The process involves vendor's registration with MSTC e-procurement portal which is free of cost. 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. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p><b>SPECIAL NOTE: THE PRICE BID AND THE TECHNO-COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.mstcecommerce.com/eprochome/cci">www.mstcecommerce.com/eprochome/cci</a></b></p> <ol style="list-style-type: none"> <li>Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-Procurement → PSU/Govt Depts → Register as Vendor under CCI-- Filling up details and creating own user id and password → Submit.</li> <li>Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</li> </ol> <p>In case of any clarification, please contact CCI/MSTC, (before the scheduled time of the e-tender).</p> <p><b>Contact person (Cement Corporation of India):</b></p> <table> <tr> <td>1. COMPANY SECRETARY, Landline: 011-30482559 Mobile: 09868824041, Email: <a href="mailto:ak.sharma@cementcorporation.co.in">ak.sharma@cementcorporation.co.in</a></td> <td>2. HOD (MM), Landline : 011 - 30841114 , Mobile : 07838733036 Email : <a href="mailto:mm_co@cementcorporation.co.in">mm_co@cementcorporation.co.in</a></td> </tr> </table> <p><b>Contact person (MSTC Ltd):</b></p> <table> <tr> <td>1. Mr. Chirag Sindhu Jr. Manager Mobile: 09830336290 Landline : 011-23217850 Email: <a href="mailto:chiragsindhu@mstcindia.co.in">chiragsindhu@mstcindia.co.in</a></td> <td>2. Mr. Setudutta Sharma Jr. Manager Mobile: 07878055855 Email: <a href="mailto:sdsharma@mstcindia.co.in">sdsharma@mstcindia.co.in</a></td> </tr> </table> <p><b>B) System Requirement:</b></p> <ol style="list-style-type: none"> <li>Windows 98 /XP-SP3 &amp; above/Windows 7 Operating System</li> <li>IE-7 and above Internet browser.</li> <li>Signing type digital signature</li> <li>JRE 7 latest updated software to be downloaded and installed in the system. Security level should be medium.</li> <li>To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level</li> </ol>	1. COMPANY SECRETARY, Landline: 011-30482559 Mobile: 09868824041, Email: <a href="mailto:ak.sharma@cementcorporation.co.in">ak.sharma@cementcorporation.co.in</a>	2. HOD (MM), Landline : 011 - 30841114 , Mobile : 07838733036 Email : <a href="mailto:mm_co@cementcorporation.co.in">mm_co@cementcorporation.co.in</a>	1. Mr. Chirag Sindhu Jr. Manager Mobile: 09830336290 Landline : 011-23217850 Email: <a href="mailto:chiragsindhu@mstcindia.co.in">chiragsindhu@mstcindia.co.in</a>	2. Mr. Setudutta Sharma Jr. Manager Mobile: 07878055855 Email: <a href="mailto:sdsharma@mstcindia.co.in">sdsharma@mstcindia.co.in</a>
1. COMPANY SECRETARY, Landline: 011-30482559 Mobile: 09868824041, Email: <a href="mailto:ak.sharma@cementcorporation.co.in">ak.sharma@cementcorporation.co.in</a>	2. HOD (MM), Landline : 011 - 30841114 , Mobile : 07838733036 Email : <a href="mailto:mm_co@cementcorporation.co.in">mm_co@cementcorporation.co.in</a>				
1. Mr. Chirag Sindhu Jr. Manager Mobile: 09830336290 Landline : 011-23217850 Email: <a href="mailto:chiragsindhu@mstcindia.co.in">chiragsindhu@mstcindia.co.in</a>	2. Mr. Setudutta Sharma Jr. Manager Mobile: 07878055855 Email: <a href="mailto:sdsharma@mstcindia.co.in">sdsharma@mstcindia.co.in</a>				

2.	<p><b>(A) Part-A Techno-Commercial bid</b> will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p><b>(B) Part-B Price bid</b> will be opened electronically of only those bidder(s) who's Part-A Techno-Commercial Bid is found to be Techno-Commercially acceptable by CCI. Such bidder(s) will be intimated date of opening of Part-B Price bid, through valid email confirmed by them.</p> <p><b>Note:</b> The tenderers are advised to offer their lowest possible rates taking into account the prevailing market conditions. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3.	<p>All entries in the tender should be entered in online Technical &amp; Commercial Formats without any ambiguity.</p>
4.	<p><b>Special Note towards Transaction fee:</b> PAYMENT OF Transaction fee BY NEFT in favour of MSTC Limited .The Bank details, format etc for sending Transaction fee by NEFT to MSTC is detailed below</p> <p>Bank Details : Axis Bank ,Shakespeare Sarani Branch  Account Details : Axis Bank A/c.No.005010200057840  IFSC Code No. : UTIB0000005.</p> <p>“The vendors shall enter the transaction fee details by using the “Transaction Fee Entry” Link under “My Menu” in the vendor login. The vendors have to select the particular tender in which they want to participate against the transaction fee by clicking on the tick box at the right and then Clicking on the “Submit” Button at the bottom of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date Of Transaction, and the Remitting Bank in the given fields and then click on the “Confirm” Button“.</p> <p><b>NOTE :</b> The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p><b>Contact Details :</b>  Fax No. : 033- 22831002  Email ids: sanjibpoddar@mstcindia.co.in, arindam@mstcindia.co.in, rpradhan@mstcindia.co.in, smukherjee@mstcindia.co.in.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is nonrefundable.</p> <p>In case of failure to access the payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	<p>In case of failure to access the payment towards non-refundable fees for any reason, the vender, 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 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. Vendors are instructed to use <b>Upload Documents</b> 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 <b>Attach Document</b> link against the particular tender. For further assistance please follow instructions of vendor guide.</p>

6.	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 MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
7.	The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.
8	E-tender cannot be accessed after the due date and time mentioned in NIT.
9.	<p><b>Bidding in e-tender:</b></p> <p>a.) Bidder(s) need to submit necessary NON-REFUNDABLE FEES and Transaction fees to be eligible to bid online in the e-tender. Transaction fees are non-refundable. No interest will be paid on NON-REFUNDABLE FEES.</p> <p>b.) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>c.) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <b>www.mstcecommerce.com</b> → e-procurement →PSU/Govt Depts→ Login under CCI→My menu→ Auction Floor Manager→ live event →Selection of the live event</p> <p>d.) The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same .After that clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his Techno-commercial bid.</p> <p>e.) After filling the Techno-Commercial Bid, bidder should click ‘save’ for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on “save” to record their price bid. Then once both the Techno-Commercial bid &amp; price bid has been saved, the bidder can click on the “Submit” button to register their bid</p> <p><b>NOTE: -</b> The Techno-Commercial Bid &amp; price bid <b>cannot be</b> revised once the submit button has been clicked by the bidder.</p> <p>a.) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>b.) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>c.) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>d.) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter <b>“LEGAL ADVISOR.”</b></p>



	<p>e.) 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>f.) 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>g.) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms &amp; conditions for the tender.</p> <p>h.) 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>
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
13.	CCI has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
14.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="http://www.mstcecommerce.com/eprochome/mstc">www.mstcecommerce.com/eprochome/mstc</a> of MSTC Ltd.
15.	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.
16.	The bid will be evaluated based on the filled-in technical & commercial formats.
17.	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.
18.	<b>Bidders are requested to read the vendor guide and see the video in the page <a href="http://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> to familiarize themselves with the system before bidding.</b>

**For and on behalf of CCI Ltd.  
COMPANY SECRETARY**

COVERING LETTER WHICH MUST BE SUBMITTED BY THE TENDERER DULY FILLED IN, SIGNED AND STAMPED IN SEALED ENVELOPE SUPERSCRIBED WITH NIT NO. COMPANY SECRETARY/16-17/03. SO AS TO REACH US BY 16/03/2017 AND ALSO SCANNED COPY TO BE UPLOADED ONLINE.

Ref.....

Date: .....

**SPEED POST/COURIER**

To  
The COMPANY SECRETARY  
Cement Corporation of India Ltd.,  
CORE 5, SCOPE COMPLEX, 7 LODHI ROAD,  
NEW DELHI-110 003

SUB: Submission of On-Line Tender for Engagement of an a Legal Advisor for Disinvestment of units of Cement Corporation of India Limited (CCIL).

REF: Your NIT No. **COMPANY SECRETARY/16-17/03 Dated: 18/02/2017**

Dear Sir,

With reference to your tender for the above supply, We/I hereby submit our / my tender on-line in two Parts i.e.; Part-A Techno- commercial bid and Part-B Price-bid as per NIT and instructions in the tender documents.

**Part-A: Techno-Commercial Bid:**

**(a) On-Line Submission (Soft Copy)**

The following documents duly filled in, signed digitally and stamped are up-loaded On-Line through [www.mstcecommerce.com/eprochome/cci](http://www.mstcecommerce.com/eprochome/cci) of MSTC Ltd.

1. The scanned copy of covering letter (Annexure: A-II)
2. Your terms and conditions in Part I, II & III duly signed digitally and stamped on each page in token of acceptance of the same in its entirety.

**(b) Off-Line submission(Hard Copy)**

The following documents duly signed and stamped are enclosed here with.

1. Non-refundable fees of Rs 50,000/- (Rupees fifty thousand) in the form of Demand Draft No..... dated .....in favour of Cement Corporation of India Ltd. payable at New Delhi.
2. Tender Fees - Nil.
3. Technical particulars (Annexure-I)
4. Confidentiality undertaking (Annexure-II)
5. Format of unconditional bid on the letter head of the bidders (Annexure-III)
6. Affidavit cum-undertaking (Annexure-IV)

7. Bidders details ( Appendix-A)
8. Details of pending enquiry /investigations ( Appendix-B)
9. Detail of present /potential conflicts/facts or interest that may be deemed as potential conflict of interest ( Appendix-C)
10. A copy of Latest Income Tax Return and PAN card.
11. Partnership Deed/Memorandum of Articles of Association by partnership firms/companies duly attested. In case of partnership deed, the same is registered/not registered.
12. Copies of last three years audited Balance sheets with Profit & Loss A/cs.
13. Reference from the Bankers indicating financial status of the Law Firm/company.
14. Transaction fee in favour of MSTC has to be paid directly as per clause no.4 of Annexure A-I).

**Part-B: Price bid:** submitted on-line as per “PRICE BID” format.

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 CCI/Corporation for claim of damages and punitive action if any.

We are/I am duly authorized/empowered to sign all the tender documents and my/our particulars as under:-

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

Yours faithfully,

(SIGNATURE OF THE TENDERER WITH SEAL)

WITNESS (NAME & ADDRESS)

1-----

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2-----

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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:

2.1 Two-Part Bid procedure in electronic form shall be adopted for preparation, submission and evaluation of the bids. The bid submitted should be digitally signed by the bidder. Soft copy of the bids (Techno-Commercial Bid and Price Bid) shall be uploaded through the portal [www.mstcecommerce.com/eprochome/cci](http://www.mstcecommerce.com/eprochome/cci) on or before the submission time and date as stipulated in the bidding document.

The bidder shall prepare the bid and submit the bid online on “**Electronic Tendering System**” in following manner.

**Part-A: Techno-Commercial Bid:**

**(a) On-Line Submission (Soft Copy):**

The following documents duly filled in, signed digitally and stamped to be up-loaded On-Line through [www.mstcecommerce.com/eprochome/cci](http://www.mstcecommerce.com/eprochome/cci) of MSTC Ltd.

1. The scanned copy of covering letter (Annexure: A-II)
2. Your terms and conditions in Part I, II & III duly signed digitally and stamped on each page in token of acceptance of the same in its entirety.

**(b) Off-Line submission(Hard Copy):**

The following documents duly signed and stamped are to be submitted off-line.

1. The covering letter (Annexure-II) duly signed and stamped in original.
2. Non-refundable fees of Rs 50,000/- (Rupees fifty thousand) in the form of Demand Draft No..... dated .....in favour of Cement Corporation of India Ltd. payable at New Delhi.
3. Tender Fees - Nil.
4. Technical particulars (Annexure-I)
5. Confidentiality undertaking (Annexure-II)
6. Format of unconditional bid on the letter head of the bidders (Annexure-III)
7. Affidavit cum-undertaking (Annexure-IV)
8. Bidders details ( Appendix-A)
9. Details of pending enquiry /investigations ( Appendix-B)
10. Detail of present /potential conflicts/facts or interest that may be deemed as potential conflict of interest ( Appendix-C)

11. A copy of Latest Income Tax Return and PAN card.
12. Partnership Deed/Memorandum of Articles of Association by partnership firms/companies duly attested. In case of partnership deed, the same is registered/not registered.
13. Copies of last three years audited Balance sheets with Profit & Loss A/cs.
14. Reference from the Bankers indicating financial status of the company.
15. Transaction fee to be paid as per clause 4 of Annexure-A-I

**Part-B: Price bid:** To be submitted on-line as per “**PRICE BID**” format only.

2.2 Other conditions:

- i) The tenderer has/have to declare that he/they have not been debarred from tendering for contracts in any of the departments of Govt./Semi Govt./Public Sector Undertaking and Local Bodies.
- ii) The tenderer has to certify that the information given by him/them 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 him/them by the CCI/Corporation for claim of damages and punitive action if any.
- iii) 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.
- iv) 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.
- v) A true copy of the partnership deed (and Articles and Memorandum of Company) duly attested should be furnished.
- vi) Tenders received after the specified time & date are liable for rejection.
- vii) Tenders not submitted in the prescribed formats and not completed in all respect are likely to be rejected.
- viii) The tender documents are non-transferable. Only those firms can participate in whose name the tender has been sold.
- ix) Tenderers shall not be entitled to claim any costs, charges, expenses or in connection with or incidental to the preparation and submission of their tenders even though the CCI/Corporation may decide to withdraw the “Invitation of Tender” or reject any/all tender(s) without assigning any reasons thereof.
- x) Tenderer must submit copy of his Latest Income Tax Return and PAN card.

3. OPENING OF TENDER:

**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.

**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.

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 reduction/ 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 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.

iii.) To place adhoc order simultaneously or at any time during the period of the contract with one or more tenderer(s) for such advise and for such jobs as the Corporation deem fit.

b.) Normally no price negotiation will be conducted. Tenderers are advised to quote lowest 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 lowest or any tender or 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.

9. 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.

10. 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: - NIL

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 15 days 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 15 days 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. 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 any nationalized bank in the prescribed form 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, NON-REFUNDABLE FEES/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 by it 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 CCI/Corporation shall have a lien over all or any money that may become due and payable to the legal advisor under this contract or any other contract or transaction of any other nature either all alone or jointly with other and unless the Legal advisor 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 legal advisor from any money/security deposit with which may have become payable to the legal advisor or may become due at any future date under this contract or any other contract or transaction whatsoever between the legal advisor 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 Legal advisor 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 legal advisor 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 by 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 legal advisor/Law Firm 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. The contract shall be unconditionally cancelled by the CCI/Corporation without assigning any reason thereof. By the CCI/Corporation. The same shall not give away rights to the Legal Advisor to institute any proceedings/ actions against Corporation/CCI.

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 the tender 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 made by the legal advisor 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 legal advisor.

5.4 The Corporation also reserves the right to take risk opinions/advices etc from the open market by tender or by any other mode at the risk and cost of Legal Advisor in respect of such issues



that the Legal Advisor fails to furnish in accordance with the terms of contract agreed to, after giving due notice to the legal advisor.

#### 6.0 SUB-LETTING OF CONTRACT:

The legal advisor shall not sublet or assign this contract or any part thereof without obtaining prior written permission of the Corporation. In the event of the legal advisors subletting or assigning the contract or any part thereof without such permission, the Corporation shall have the right to rescind the contract and legal advisor 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 Legal advisor will be held responsible for the satisfactory, due and proper fulfillment of the contract.

#### 7.0 CHANGES IN CONSTITUTION:

- 7.1 Where the legal advisor 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 Legal advisor's firm before complete execution and performance of the contract, the Corporation may, at its option rescind the contract and in such case the legal advisor 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 legal advisor 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 legal advisor 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 legal advisor's obligations shall continue to be in force for correspondingly extended period after the resumption of execution. The legal advisor 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 legal advisor 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 legal advisor.

## 10.0 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 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.

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:

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 Indian laws of in force.

## 13.0 WAIVER NOT TO IMPAIR THE RIGHT OF THE CORPORATION:

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).

CEMENT CORPORATION OF INDIA LIMITED  
PART – III - SPECIAL TERMS & CONDITIONS

**Engagement of Legal Advisor for Disinvestment of units of Cement Corporation of India Limited (CCIL)**

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. INTRODUCTION**

Cement Corporation of India Ltd (CCI) was incorporated in the year 1965 as a wholly owned Government of India enterprises with 100% share holding with President of India and having its registered office at Core 5, SCOPE Complex 7, Lodhi Road, New Delhi-110003 with the principal objective of setting up cement factories in Public Sector to help achieve self-sufficiency in cement production and to remove regional imbalances in pursuance of the National Policy. CCI has at present authorized capital of Rs.900 crores and paid up capital of Rs.811.41 crores in equity shares and redeemable preference shares. It is a multi-Unit Organization which had 11 plants earlier; one plant, at Yerraguntla (AP) was sold in 1998 and at present there are ten plants spread over the eight States. Out of ten plants, Charkhi Dadri Cement Plant was a “sick” cement factory of the Dalmias and vested with the company in June’1981 for rehabilitation. Now CCI has three operating plants, seven non-operating plants and one plant not yet commissioned. The details of the location of non-operating plants, type of process, capacity installed and date of commissioning, listed hereunder.

**PLANT DETAILS:-**

<i>Cement Plant</i>	<i>Location</i>	<i>Type of process</i>	<i>Installed capacity (lakh MT)</i>	<i>Date of commissioning</i>	<i>Remarks/Non-operative</i>
<b>NON- OPERATING UNITS :-</b>					
Mandhar	Raipur, Chhattisgarh	Wet	3.80	19.7.1970	Non- Operating
Kurkunta	Gulbarga, Karnataka	Wet	1.98	1.10.1972	Non- Operating
Nayagaon & NYO Expn.	Neemuch, (M.P.)	Dry	4.00 1 Million Clinkerisation	1.3.1982 1.5.1990	Non- Operating
Akaltara	Janjgir Champa, Chhattisgarh	Dry	4.00	1.4.1981	Non- Operating
Charkhi Dadri	Bhiwani, Haryana	Semi-Dry	1.74	10.5.1982	Non- Operating
Adilabad	Adilabad, (Telangana)	Dry	4.00	1.4.1984	Non- Operating
Delhi Grinding Unit	New Delhi	Dry	5.00	1.5.1990	Non- Operating
Bhatinda Grinding Unit	Punjab				Non-Commissioned

- 1.1 The company had been making losses for many years till implementation of rehabilitation scheme i.e 2005. Its net worth had become negative and therefore it had been referred to BIFR and was declared sick on 8.8.1996. Hon'ble BIFR vide its order dated 3rd May 2006 sanctioned the Revival Scheme for CCI envisaging expansion / modernization of three operating plant i.e Rajban , Bokajan and Tandur and closure / sale of 7 non- operating plants. Now company is earning profit since last 10 years i.e after implementation of rehabilitation scheme.
- 1.2 The Product of the Cement Corporation of India Limited is manufacturing and trading of different type of cement grades as per ISI standard.
- 1.3 Cement Corporation of India Ltd (CCIL) have total 724 Employees as on 31.12.2016 in the Pay Scales IDA- 2007, Age of Retirement is 60 years. Monthly wages bill/salary for Regular Employees is app. Rs. 6 crore.
- 1.4 Cement Corporation of India Ltd (CCIL) is unlisted company.
- 1.5 A link for company's website is <http://www.cementcorporation.co.in/> for more details.

## **2. PROPOSAL**

- 2.1 The Government of India / Cement Corporation of India is considering disinvestment of non-operating units mainly, Mandhar, Kurkunta, Nayagaon & Nayagaon Expansion, Charkhi Dadri and Bhatinda Grinding Units of CCIL through strategic sale. For this purpose, CCI, requires the services of reputed Legal Advisor for providing advisory legal services and managing the Strategic Disinvestment process.
- 2.2 The eligible Law firms, as per eligibility conditions prescribed in 'Eligibility Criteria' may submit proposal as per the guidelines mentioned hereunder, for selection as 'Legal Advisor'.
- 2.3 The bidder should submit the price bid online for bidding and other on offline also for record purpose.

## **3. SCOPE OF WORK OF THE LEGAL ADVISOR**

### **3.1 Scope of Work**

The scope of work of the legal adviser shall, inter-alia, include the following but not restricted to:

- i.) Reviewing and advising on all legal contracts, titles of property assets/real estate, intellectual property rights and contracts with employees, etc.;
- ii.) Reviewing Information Memorandum specifically with respect to disclosures relating to titles, land and property, intellectual property rights, litigations and any other disclosures in the Information Memorandum which may need to be vetted legally;
- iii.) Reviewing RFP document;
- iv.) Drafting of transaction related documents including:
  - Confidentiality Agreement/share purchase agreement/shareholders agreement/ Non-compete Agreement, etc.
  - Any other ancillary agreement as may be required to assist in the closure of the transaction.
- v.) Advising and assisting in making arrangements for the due diligence exercise and data room preparation;
- vi.) Advising on the structure of the transaction including, as may be require, compliance with SEBI guidelines, Stock Exchange Listing guidelines, Companies Act, Income Tax Act and any other relevant laws;

- vii.) Reviewing necessary corporate resolution including, if required, for formation of subsidiary/transfer of business to subsidiary or a shell company etc.;
- viii.) Assistance as may be required, in negotiations with the potential Strategic Partner(s);
- ix.) Assistance in drafting and implementation of an ESOP or any other scheme for employees that is compliant with the laws;
- x.) Facilitating closure of the transaction; and
- xi.) Assistance for any issues that may arise in connection with the transaction.

3.2 The Legal Adviser shall work in close coordination with the Transaction Advisor and other intermediaries appointed for the transaction by CCI/DIPAM/Administrative Ministry/Administrative Department.

#### 4. **Eligibility Criteria:**

- 4.1 The domestic law firm should be a reputed professional firm having experience of at least 5 years in providing advisory services for strategic disinvestment or strategic sale or Merger and Acquisition activities or private equity investment transaction.
- 4.2 The Bidders should have advised, handled and successfully completed at least one transaction of strategic disinvestment or strategic sale or Merger and Acquisition activities or private equity investment transaction of the size of Rs. 500 crore (US 71.74 million dollar) or more from 1st January, 2014 to 31<sup>st</sup> December, 2016.

#### 5. **Proposal Format & Technical Evaluation Criteria**

5.1 Interested Law Firm will submit their Proposals in the following format:

##### 5.1.1 **Experience and capability in handling Mergers & Acquisitions or takeovers or strategic disinvestment:** (Weightage for evaluation 25/100)

- (i) Profile of the organization.
- (ii) Capability, capacity and previous experience of the Firm and expertise in handling such assignment including open offers required to be made in case of listed companies posting closure of the transaction.
- (iii) Demonstrate ability to work with Government and in coordination with Transaction Advisors and other intermediaries as a part of team.

##### 5.1.2 **Infrastructure like branch offices and Manpower:** (Weightage for evaluation 25/100)

- (i) Details of infrastructural facilities like office, manpower etc. in India.
- (ii) Detailed profile of the core and support teams (with CVs of each team member detailing qualification and relevant experience) that will be deployed on each assignment in the event of selection.

##### 5.1.3 **Understanding of the Regulatory framework:** (Weightage for evaluation 15/100)

- (i) Demonstrate understanding of the relevant legal, policy and regulatory issues in the sphere of Mergers & Acquisitions/takeovers/strategic disinvestment including SEBI Act, Companies Act and FDI guidelines, etc.
- (ii) Indicate the expertise in handling the regulatory requirements and securing the required approvals from the concerned authorities.

#### 5.1.4 **Indicative Timeline:** (Weightage for evaluation 10/100)

- (i) Demonstrate ability to deliver in accordance with the timetable requirement and the ability to commit key personnel for the entire duration of the transaction.
- (ii) Suggest a timeline for the proposed transaction.

#### 5.1.5 **Strategy for the Strategic Disinvestment:** (Weightage for evaluation 25/100)

- (i) Indicate intended approach to the proposed transactions including the sequencing of the activities involved in the transaction.
- (ii) Demonstrate capability of preparing quality document to be filed with Stock Exchanges and other regulatory authorities or the agreements that are required to be entered into in the course of the transaction.

5.2 **Threshold for short listing** - the Bidders for technical evaluation will be pre-determined and the technically qualified shortlisted Bidders shall be considered for evaluation of financial bid.

5.3 **Pre bid Meeting-** the date, time & venue for will be posted at Cement Corporation of India Limited (CCI) website. The corrigendum after the pre bid meeting if necessary will be issued after the approval of CMD CCI.

### **6. BID SUBMISSION:**

MODE OF TENDER : e-Procurement System (Online Part A – Technical Bid and Part B - Price Bid) through [www.mstcecommerce.com/eprochome/cci](http://www.mstcecommerce.com/eprochome/cci) of MSTC Ltd.

- 6.1 Online electronic bids through Electronic Tendering System (ETS) are invited.
- 6.2 Transaction Fee be paid as per the MSTC guidelines in the portal.
- 6.3 Proposals are to be submitted in sealed cover also as per the following directions:

#### **Offline submission of Cover 1:**

- a.) Demand Draft of Rs. 50,000/- in favour of Cement Corporation of India Limited (CCI) as non-refundable fee payable at New Delhi.
- b.) Covering letter on Letter Head of Company / Firm for Bid submission by the Bidder
- c.) Authority letter authorizing the representative of the bidder to sign the proposal and other documents
- d.) Technical Bid along with all schedules, certificates & Annexures, duly filled & signed, by authorized signatory of Bidder as per Format at **Annexure-I**.
- e.) Confidentiality Undertaking in the Format at **Annexure-II**.
- f.) Certificate on unconditional bid in the format at **Annexure-III**. Please note that bids with conditionality shall be summarily rejected.
- g.) Affidavit regarding no conviction, no conflict as per **Annexure-IV**.
- h.) Certificate that in case of selection and engagement/appointment, a **Performance bank guarantee amounting to 10% of fee** of contract value of successful bidder Rs.-- -----would be submitted in the form of demand draft or bank guarantee, valid till the completion of the assignment and acceptance of the report by CCI/Corporation.

**On line electronic price bid:** Price Bid Proforma (Price schedule) to be submitted duly filled in on-line as Part-B as per Annexure-V. Cost break up rates quoted may also be furnished.

- 6.4 Proposal (sealed cover) can be submitted latest by 17:00 hrs. on 27.02.2017 to Company Secretary, Cement Corporation of India in hard copies in original duly signed by the authorized person. No proposal shall be entertained after approved date and time. The Government/ Cement Corporation of India shall not be responsible for postal/ courier delay.
- 6.5 Financial Bid will be opened only after the presentations of only those parties who qualify in the techno- commercial evaluation
- 6.6 Validity of bids 120 days from the date of the techno- commercial bid opening.
- 6.7 **OPENING OF TENDER:** Part-A Technical bid (Annexures I-IV) will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid. Part-B Price bid will be opened electronically of only those bidder(s) whose Part-A Technical 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:**

- a) **The Government/ Cement Corporation of India will not be responsible for any delay on account of late submission of Bid. Late receipt of Bid will not be considered.**
- b) **Consortium bids will not be allowed.**
- c) **Sub-contracting of the assignment will not be allowed. The appointed Legal Advisor shall be solely responsible for all the required final deliverables/submission/reports etc.**

**7. PROCEDURE FOR SELECTION OF LEGAL ADVISOR:**

- a. Bidder meeting eligibility criteria would be required to make a presentation of their credentials & understanding in accordance with the paragraph 5 above.
- b. The Selection Committee would evaluate the Bidders on the criteria mentioned in paragraph 5 above based on their presentation and Proposals received and shortlist them for the purpose of opening of their Financial Bids. Only bidder scoring minimum 70 % will be considered technically short-listed.
- c. After the short-listing of Bidders based on their presentations, the Financial Bids of shortlisted bidders will only be opened. The technically qualified bidder quoting the lowest fee (inclusive of taxes) shall be ranked L1, the second lowest bidder as L2 and so on in that order.
- d. In case of a tie, the bidder scoring higher marks in technical evaluation will be treated as L1.
- e. The L1 bidder will be considered for award of the assignment.
- f. The party selected for award of the assignment will be required to give Performance bank Guarantee amounting of 10% of contract value bank guarantee valid till the completion of the assignment and acceptance of the report.
- g. In case of a tie in the financial bid, the bidder who has a higher technical score, will be selected.

**8. REQUIREMENT FOR FINANCIAL BIDS:**

- a. The Bidder is required to quote a Fixed Lump sum Fee for aforesaid scope of work in Indian Rupees all applicable taxes should be shown separately.
- b. In case of mismatch between the fees quoted, the amount in words will be taken as correct for all purposes.
- c. The Fee quoted by the bidder shall remain Fixed till successful completion of transaction.
- d. The fee quoted bidder shall be unconditional. All other expenses would be borne by the Bidder.
- e. The Bidders will be liable to pay taxes applicable as per law.

## **9. TERMS OF PAYMENT**

9.1 The fee to the selected Bidder shall be paid in Indian Rupees in the following manner:

- i. 20%; on issue of RFP inviting EOI from prospective bidders for sale of Non-operating units and their shortlisting;
- ii. 50%; on inviting the financial bids from prospective buyers of Non-operating and acceptance of the same for sale of units by CCI/Government;
- iii. The balance 30%; on successful completion of transaction i.e on receipt of proceeds by CCI.

9.2 The selected bidder will be liable to pay taxes on the fee applicable as per law.

## **10. MODE OF PAYMENT**

- 10.1 The bidder is required to quote a lump sum fee inclusive of applicable taxes as per law by the bidder.
- 10.2 The fee quoted will be unconditional and inclusive of all expenditures. The financial bid shall be valid for six months from submission of bid.
- 10.3 The selected Legal advisor will raise the invoices in triplicate to COMPANY SECRETARY, Cement Corporation of India Limited (CCI). The verified bills shall be forwarded to the Finance Dept duly counter-signed by the COMPANY SECRETARY for arranging payment.
- 10.4 The different taxes should be indicated separately while raising the bills for payment of fee. However, the gross amount shall be the figure quoted in the financial bid on the basis of which the bidder was selected.

## **11. COMPLETION PERIOD**

The Bidder is required to complete the aforesaid services/ work within the stipulated period (to be decided keeping in view the work involved, the report should however be got closer to the calling for financial bids) from the date of issue of Letter of Intent (LOI).

12. **For any further clarification, please contact COMPANY SECRETARY, Core-5, SCOPE Complex,, Tel. 011- 30482559 Fax 011- 24364555, e-mail:- legal\_co@cementcorporation.co.in**



**TECHNICAL PARTICULARS**

<b>1.</b>	<b>Name of Bidder</b>	
<b>2.</b>	Postal address with Telephone / fax No./official e-mail for communication	
<b>3.</b>	Name, address, telephone/fax No./ email with whom reference may be made	
<b>4.</b>	Please state details of non-refundable fee	
	DD No and date	
	Amount	
	Bankers Name	
<b>5.</b>	Please confirm that you are a LA registered with relevant laws/STATUTORY BODIES/ BAR COUNCIL OF INDIA	
<b>6.</b>	Confirm that you meet the eligibility criteria and how. (attach supporting documents)	
<b>7.</b>	State whether details of assignments done as are enclosed. Also please state whether relevant documents such as copy of Work Order's secured and performance certificates in support of experience enclosed.	
<b>8.</b>	State whether affidavit-cum-undertaking relating to no conviction and non-conflict enclosed.	
<b>9.</b>	Confirm that all technical and commercial terms and conditions are acceptable.	
<b>10.</b>	Any other information the bidder may desire to furnish:	

Verified that to the best of my knowledge and belief all the above information is correct and nothing has been concealed.

Seal with Signature of the authorized signatory of the bidder

**Confidentiality Undertaking**

It is certified that the documents/ data/ information pertaining to (DHI/ Cement Corporation of India), which will be provided to [Name of the bidder] for advice or otherwise related to it shall be treated as strictly confidential and will not be disclosed or handed over by [Name of the bidder] to any outside agency/ person without prior written permission of the Company.

It is further certified that the relevant reports and other relevant documents, which are to be submitted by [Name of the bidder] to the DHI/ Cement Corporation of India will not be disclosed to any other agency/ person without prior permission of the Government.

Seal with Signature of the authorized signatory of the bidder

**FORMAT OF UNCONDITIONAL BID ON THE LETTERHEAD OF THE BIDDER**

To,

-----

Dear Sir,

This is to certify that the fee quoted by us for engagement as Legal advisor for disinvestment of the assets of Non-Operating units of Cement Corporation of India is in accordance with the terms and conditions laid down in the RFP displayed on the website of the DHI/ Cement Corporation of India and is unconditional.

Seal with signatures of authorized signatory of the Bidder

**AFFIDAVIT-CUM-UNDERTAKING**

We, the undersigned (“**Bidder**”) are submitting our bid in respect of the Request for Proposal No [●], Dated [●] (“**Bid**”) issued by the DHI/ Cement Corporation of India in relation to [●] and in this connection we hereby solemnly affirm, declare and undertake as follows:

- (1) Details of the Bidder as disclosed in **Appendix-A** enclosed herewith are true and correct as on date.
- (2) There has been no conviction by any court of law or indictment/adverse order by any statutory or regulatory authority for a Grave Offence against us or any of our Indian Sister Concern(s) or any of our promoters or directors or that of our Indian Sister Concern(s).
- (3) No enquiry/investigations for any Grave Offence is pending against us or any of our Indian Sister Concern(s) or any of our or our Indian Sister Concern’s directors, managers and/or other Senior Managerial Personnel by any regulatory authority and/or government agency.
- (4) The details of enquiry/investigations for non-Grave Offences pending against us/our Indian Sister Concern(s)/ our or our Indian Sister Concern’s directors, managers and/or other Senior Managerial Personnel by any regulatory authority and/or government agency are disclosed in **Appendix-B** enclosed herewith.
- (5) There are no Conflict of Interest with respect to the Proposed Transaction as on date.
- (6) During the tenure of our engagement for the Proposed Transaction, we shall keep the Government/Company informed, without delay, of any situations, circumstances, relationships, possible source or potential areas of Conflict of Interest in the format enclosed as **Appendix-C** herewith and we shall not take up work in relation to any such assignment without obtaining prior approval of the Government/Company and granting of such approval shall be the sole discretion of Government/Company and shall be binding on us.
- (7) We ourselves and/or for/with or in association with or on behalf of or through any other Entity, shall not take up any advisory or consulting assignment or render any services on a similar transaction or any other transaction which could have a direct Conflict of Interest, in any manner or capacity to a Competitor of the Company during the term of our engagement in respect of the Proposed Transaction without prior written approval of the Government/Company and granting of such approval shall be the sole discretion of Government/Company and shall be binding on us.
- (8) We have put in place a robust mechanism to resolve any Conflict of Interest situations and circumstances that may arise or result while conducting our business or rendering of services and where-so-ever any Conflict of Interest or potential for Conflict of Interest may arise, we shall take reasonable steps to resolve the same forthwith in a fair and equitable manner. During the term of our engagement we shall ensure to and continue to exercise adequate due diligence for identifying and removing any areas, source, situations and circumstances of conflict and mitigating the effects of such conflicts to the satisfaction of the Government/Company, in case any such Conflict of interest (or apparent conflict of interest) arises or results in relation to the Proposed Transaction.

- (9) We have laid down an internal code of conduct for governing our internal procedures and operations and have prescribed the standards of appropriate conduct for our employees and officers for carrying out their duties and responsibilities with a view to appropriately ensuring proper maintenance of professional excellence and standards with integrity, confidentiality, objectivity and have made provisions for identification, avoidance and resolution of conflict of interests and for disclosure of shareholdings and interests, etc., in terms of applicable laws.
- (10) We understand that:
- (i) in cases where existing Conflict of Interest (or apparent conflict of interest) is disclosed by us, the Government/Company would be entitled to initiate appropriate actions to eliminate or address or mitigate or neutralize the conflict through or by restricting or modifying the work to be performed by us in respect of the Proposed Transaction. Government/Company may also terminate our engagement for the Proposed Transaction, in whole or in part, if such termination is absolutely necessary in view of the Government/Company to avoid the appearance of a Conflict of Interest.
  - (ii) The Government/Company would be entitled to terminate our appointment if any of the affirmation/declaration/undertaking given by us is found to be false or misleading in any manner or not adhered or fulfilled or complied by us.
  - (iii) if at any time after our appointment as an Advisor, either we or any of our Indian Sister Concern or the respective promoters/directors is convicted by a court of law in India or any indictment/adverse order is passed by a regulatory authority in India for a Grave Offence, we shall stand disqualified from continuing as Advisor to the Government/Company and shall be bound to inform Govt./ Company without any delay and shall voluntarily withdraw from the Proposed Transaction failing which the Government/Company may terminate our appointment after giving an opportunity of being heard.

### **Definitions**

Unless otherwise defined in this Affidavit, the following capitalized terms used herein shall have the meanings set out below:

1. **Advisor** means the Bidder and includes bidder(s) who have been selected for the proposed engagement of Legal Advisor by the Government of India/Company in terms of the Bid.
2. **Conflict of Interest:** Conflict of interest in relation to the Proposed Transaction shall without limitation is deemed to exist or have arisen if:
  - (i) The Advisor whether itself and/or for/with or in association with/or on behalf of or through any other Entity is engaged in any activity or business which would or may be reasonably expected to directly or indirectly, materially adversely affect the interest of the Government/Company or any such activity/association would or may impair his ability to render fair, impartial, technically sound and objective assistance or advice, or unbiased services or may result in it being given an unfair competitive advantage to any other person.
  - (ii) The Advisor whether itself and/or for/with or in association with/or on behalf of or through any other Entity is engaged in advising and/or have taken up engagement for advising/consulting any other Entity whether under a formal engagement or otherwise in relation to any transaction/matter ("**Third Party Transaction**") which would or may be reasonably expected to directly or indirectly, materially adversely affect the interest of the Government/Company.

- (iii) The Advisor has any business or financial interests in any other Entity that would impair, or give the appearance of impairing, impartial decisions in relation to Proposed Transaction, in offering any advice recommendations or in providing technical assistance or other services to the Government/Company as part of Advisor's engagement obligations/duties.
- (iv) In relation to a strategic sale by the Government of India/Company, the Advisors has taken up engagement with buyer/potential buyer of such strategic sale or their Sister Concerns.
- (v) Any other situation, possible source or potential areas of interests which may impair Advisor's ability to render fair, impartial, technically sound, and objective assistance or advice, or unbiased services on in conflict of their professional duties towards Government/Company in respect of the Proposed Transaction or result in it being given an unfair competitive advantage to any other person.

- 3. **Company** means Cement Corporation of India Limited (CCIL)
- 4. **Competitor** of the Company means an Entity in India that is engaged in the business substantially similar to the business of the Company. Business of an Entity shall be deemed to be substantially similar to the business of the Company if turnover or profit of such Entity from the business activity (ies) in which the Company in engaged, exceeds 33% of the total turnover or profit (in any of the last three years).
- 5. **Entity** shall mean and include an individual, proprietorship, HUF, an association of person/body of Individuals, a partnership firm, limited liability partnership, company or any other persons.
- 6. **Grave Offence** means offences of such nature that it materially affects the reputation, business or operations adversely or outrages the moral sense of the community and such other offences which may be considered by the Government/Company as grave on case to case basis after considering the facts and relevant legal principles.
- 7. **Proposed Transaction** means the transaction to be undertaken by the Government/Company as described in bid no [●], issued by the Government.
- 8. **Senior Managerial Personnel's** means managing director, company secretary, chief executive officer, chief financial officer or persons having equivalent positions and all such other employees of the Entity who are members of its core management team excluding Board of Directors comprising all members of management one level below the executive directors and include the functional heads.
- 9. **Sister Concern** in relation to the Advisor, means any Entity in which the Advisor has a significant influence or which has "significant influence" over the Advisor and includes a group and a joint venture company. "Significant influence" means holding of at least twenty percent or more of total voting rights or the power to participate in and influence the management, financial or operating policy decisions of that Entity, or of business decisions under an agreement or has twenty percent profit sharing in such Entity.

Appendix A, B and C hereto shall constitute and shall be deemed to form an integral part of this document.

**BIDDER DETAILS**

<b>Name of the Bidder</b>	
<b>Address: Registered Office: Corporate Office Tel: Email:</b>	
<b>Constitution</b>	Company/Partnership/LLP/Others (If selected others, please provide the nature of constitution)
<b>SEBI registration no, if registered with SEBI</b>	
<b>Details of registration with other professional statutory bodies</b>	

Seal with Signature of the authorized signatory of the bidder

**DETAILS OF PENDING ENQUIRY/INVESTIGATIONS**

<b>S. No</b>	<b>Name of the Sister Concern(s) / concerned person(s) against whom the enquiry/ investigation has been initiated</b>	<b>Relationship with the bidder</b>	<b>Name of the investigating agency</b>	<b>Nature of pending enquiry/investigation and law under which the enquiry has been initiated</b>	<b>Brief facts/interim orders /other relevant information in respect of the pending enquiry/investigation</b>

Seal with Signature of the authorized signatory of the bidder



**DETAILS OF PRESENT/POTENTIAL CONFLICTS/FACTS OR INTERESTS THAT MAY BE DEEMED AS POTENTIAL CONFLICT OF INTEREST**

S. No	Name of the Entity, in which interests Conflicts exit/may arise	Relationship of the Bidder with the Entity	Nature/reason of conflict/potential conflict	Duration of the subsistence of conflict, if any	Such other information as may be relevant and material in deciding whether there is a conflict/potential conflict of interest

Seal with signatures of authorized signatory of the Bidder

Format of Price Bid to be submitted online in MSTC portal

Sl. No.	Description of work	Fixed lump sum fee (all inclusive) in INR												
		<b>Total Figures</b>												
1.00	<table border="1"> <thead> <tr> <th>Unit</th> <th>Fixed Fee (all inclusive) in INR</th> </tr> </thead> <tbody> <tr> <td>Mandhar</td> <td></td> </tr> <tr> <td>Kurkunta</td> <td></td> </tr> <tr> <td>Nayagaon &amp; Nayagaon Expn.</td> <td></td> </tr> <tr> <td>Charkhi Dadri</td> <td></td> </tr> <tr> <td>Bhatinda Grinding Unit</td> <td></td> </tr> </tbody> </table> <p>Fixed Lump-Sum Fee in Indian Rupees inclusive of all applicable taxes. All other expenses will be borne by -----[name of the bidder]</p>	Unit	Fixed Fee (all inclusive) in INR	Mandhar		Kurkunta		Nayagaon & Nayagaon Expn.		Charkhi Dadri		Bhatinda Grinding Unit		
Unit	Fixed Fee (all inclusive) in INR													
Mandhar														
Kurkunta														
Nayagaon & Nayagaon Expn.														
Charkhi Dadri														
Bhatinda Grinding Unit														
	<b>In words (Rupees only) Total</b>													

## Note:

1. In case of mismatch in number and the words quoted; **the words** will be taken as correct for all purposes. Financial bid shall be evaluated based on sum total of Sl. No.1 only.
2. CCI reserve the right to reduce the unit(s) from scope of work accordingly rates will be reduced from total fee **and L1 will be decided accordingly**.
3. CCI/ DHI reserves the right to restrict the scope of any unit and deduct the individual unit(s) fee from the total awarded fee as per actual execution of work.
4. Bidder shall mention the applicable taxes and rate of tax specifically.
5. Since the bid is inclusive of all taxes, any additional liability of tax that may arise either on account of change in tax rate or additional taxes by Central or State Governments, shall be the responsibility of the bidder.

Seal with signatures of authorized signatory of the Bidder