CONTAINER CORPORATION OF INDIA LTD (CONCOR).
(A NAVRATNA COMPANY)
(A Govt. of India Undertaking, Under Ministry of Railways)
South Central Regional Office,
601-603, 6th Floor, Navketan Building,
Near-Clock Tower, S.D. Road- Secunderabad-Telangana-Pin 500003
040-27808938/39, Fax-040-27800346

OPEN TENDER (SINGLE BID SYSTEM)

For

Empanelment of Advertising Agencies in CONCOR-SCR
for Releasing of Advertisements/Notifications in the News Papers
(Form is Non-Transferable)

(Tender Document Cost: Rs. 1120/- (Rupees; One Thousand One Hundred and Twenty only, includes GST)-

(Estimated Contract Value. Approx.24.05 Lakhs for 3 Yrs)

Tender No. Con/SCR/Tender/Empanelment/I/2019

(Signature of the agency with seal)
NOTICE INVITING TENDER

Open Tender in single bid system is invited for Empanelment of Advertising Agencies in CONCOR-SCR for Releasing of Advertisements/Notifications in the News Papers

1. The Tender document can only be downloaded from the website www.concorindia.com or www.eprocure.gov.in and the indenting Bidder should submit the document sale price of Rs.1120/-inclusive of GST by payment through Demand Draft in favour of Container Corporation of India Ltd.

2. Complete tender papers duly accompanied & EMD(Earnest Money Deposit), shall be submitted at our Regional Office, Secunderabad as per date and time mentioned below and tender shall be opened in the presence of bidders or their authorized representatives.

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Details</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tender No</td>
<td>Con/SCR/Tender/Empanelment/I/2019 dated 28-08-2019</td>
</tr>
<tr>
<td>2.</td>
<td>Name of Work</td>
<td>Empanelment of Advertising Agencies in CONCOR-SCR for Releasing of Advertisements/Notifications in the News Papers</td>
</tr>
<tr>
<td>3.</td>
<td>Period of Contract</td>
<td>3 Years (2+1 Year)</td>
</tr>
<tr>
<td>4.</td>
<td>Earnest Money Deposit</td>
<td>Rs.48,110(Rupees Forty Eight Thousand One Hundred and Ten Only) in the form of Crossed Demand Draft in favour of Container Corporation of India Ltd, payable at Secunderabad/Hyderabad</td>
</tr>
<tr>
<td>5.</td>
<td>Cost of Tender Document</td>
<td>Rs.1120/- (Rupees One Thousand One Hundred and Twenty Only) inclusive of all taxes (non-refundable)</td>
</tr>
<tr>
<td>6.</td>
<td>Date of Sale</td>
<td>From 28-08-2019 11.00 Hrs to 18-09-2019 up to 17.00 Hrs</td>
</tr>
<tr>
<td>7.</td>
<td>Date &amp; Time of Submission of Tender</td>
<td>upto 15.00 Hrs on 19-09-2019 at the addressed mentioned at Srl No.8 below</td>
</tr>
<tr>
<td>8.</td>
<td>Date &amp; Time of opening of Tender</td>
<td>At 15.30 Hrs on 19-09-2019 at South Central Regional office, No.602, 6th Floor, Navketan Building, S.D.Road,Secunderabad.</td>
</tr>
</tbody>
</table>

3. CONCOR reserves the right to reject any or all the tenders without assigning any reasons thereof.

4. This Tender notice is also available on the website www.concorindia.co.in and www.eprocure.gov.in and complete tender document can be viewed & downloaded from the website www.concorindia.com or www.eprocure.gov.in during the tender sale period. However, the intending bidders should submit the tender document sale price of Rs. 1,120/- Crossed Demand Draft in favour of Container Corporation of India Ltd’ Payable at Hyderabad/ Secunderabad along with the tender bid.

5. Any downloading from the website is at the sole risk & responsibility of the user after paying the tender sale price. Complete tender document can be viewed & downloaded from the website www.concorindia.com or www.eprocure.gov.in during the sale period.

(Signature of the agency with seal)
1. EMD (Earnest Money Deposit) to be paid through Crossed Demand Draft in favour of Container Corporation of India Ltd’ Payable at Hyderabad/Secunderabad along with tender bid.

2. IN CONCOR/CPP websites only short notice of NIT, corrigendum/Addendum to this tender if any will be published. However, detailed corrigendum/Addendum/Tender document will be published on www.concorindia.com or www.eprocure.gov.in.

3. The detailed tender document can be viewed from the website www.concorindia.com or www.eprocure.gov.in from 28-08-2019 to 19-09-2019 (up to 17:00 hrs.).

Note:-

1. Tender Document/sets shall be provided free of cost to Micro & Small enterprises (MSE’s) registered with the listed agencies.

2. MSEs registered with the agencies for the item tendered will be exempted from payment of Earnest Money Deposit (EMD).

3. MSE’s who are interested in availing themselves of these benefits and preferential treatment, the MSEs will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.

   (i) District Industries Centers
   (ii) Khadi and Village Industries Commission
   (iii) Khadi and Village Industries Board
   (iv) Coir Board
   (v) National Small Industries Corporation
   (vi) Directorate of Handicraft and Handloom
   (vii) Any other body specified by Ministry of MSME.

4. The MSEs must also indicate the terminal validity date of their registration.

   Failing (3) & (4) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.

   For & On behalf of Container Corporation of India Ltd,

   Chief General Manager/South Central Region

(Signature of the agency with seal)
LETTER OF INVITATION FOR EMPANELMENT

Con/SCR/Tender/ Empanelment /I/2019 28-08-2019

Dear Sir,

CONTAINER CORPORATION OF INDIA LIMITED (CONCOR) a Navratna Undertaking of Govt. of India intends to empanel reputed and professionally-managed Advertising agencies fully accredited with INS with a good track record for undertaking various jobs at its South Central Region in Secunderabad.

Detailed Procedure for empanelment; Qualifying Criteria; Scope of work; Terms & Conditions for empanelment are displayed on website www.concorindia.com or www.eprocure.gov.in. “Tender Document for Empanelment of Advertising Agencies in CONCOR-SCR for Releasing of Advertisements/Notifications in the News Papers” can only be downloaded from the website www.concorindia.com or www.eprocure.gov.in and the intending bidders should submit the document sale price of Rs.1,120/- inclusive of GST through Crossed Demand Draft in favour of Container Corporation of India Ltd, payable at Hyderabad/Secunderabad, along with the tender bid.

The complete set of tender document for the contract for “Empanelment of Advertising Agency for n CONCOR-SCR” is enclosed”.

<table>
<thead>
<tr>
<th>Chapter</th>
<th>CONTENTS</th>
<th>PAGE NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Top Sheet</td>
<td>01</td>
</tr>
<tr>
<td>I</td>
<td>Notice Inviting -tender</td>
<td>2-3</td>
</tr>
<tr>
<td>II</td>
<td>Letter of invitation for empanelment</td>
<td>4-6</td>
</tr>
<tr>
<td>III</td>
<td>Eligibility Criteria of the Tenderer</td>
<td>7-8</td>
</tr>
<tr>
<td>IV</td>
<td>Instructions for submission Of Tender</td>
<td>9-10</td>
</tr>
<tr>
<td></td>
<td>Scope of work and Terms &amp; Conditions</td>
<td>11-18</td>
</tr>
<tr>
<td>Annexure-II</td>
<td>Specimen of Agreement</td>
<td>19</td>
</tr>
<tr>
<td>Annexure-III</td>
<td>SPECIMEN OF BANK GUARANTEE</td>
<td>20-21</td>
</tr>
</tbody>
</table>

Notes / Instructions:

1. The Tender Form is not transferable under any circumstances.

2. The Tender documents are required to be submitted intact in a sealed cover without tampering with any of the folios thereof i.e., none of the folios of the Tender Document including all the Annexure should be detached and retained by the intending Tenderer. All folios shall be submitted in the manner required duly fulfilling all the conditions mentioned therein.

3. Each folio of Tender Documents shall be signed by the intending Tenderer or

(Signature of the agency with seal)
such person on his behalf as is legally authorized to sign for and on his behalf and embossed with official seal at the time of submission.

4. Each and every supporting document attached with the tender should be signed by the intending tenderer or such person on his behalf as is legally authorized to sign for and on his behalf and embossed with official seal at the time of submission.

(5) Failure to comply with conditions will render the tender liable to be rejected.

(6) Sealed tender forms duly completed in all respects shall be dropped/submitted/received by this office in a sealed box kept for this purpose at the office of the CGM/Regional Head, CONTAINER CORPORATION OF INDIA LTD, ROOM NO. 601-603, 6TH FLOOR, NAVKETAN BUILDING, OPP. CLOCK TOWER, S.D. ROAD-SECUNDERABAD-500003(T.S) ON OR BEFORE 19-09-2019 by 15.00 HRS. TENDER WILL BE OPENED BY 15.30 HRS ON 19-09-2019 AT ABOVE ADDRESS i.e CONTAINER CORPORATION OF INDIA LTD, ROOM NO. 601-603, 6TH FLOOR, NAVKETAN BUILDING, OPP. CLOCK TOWER, S.D. ROAD-SECUNDERABAD-500003(T.S).

Please ensure that all the documents listed in the chapter II –(Eligibility Criteria) are complete in all respects. Each Page of Tender document should be signed by you or legally authorized person with seal. Enclosures as per Chapter-II shall be signed by you or legally authorized person with seal.

Any offer received after 15.00 hrs but before the opening of tender box at 15.30 hrs will be considered to be as Delayed Tender. The Tenders received after opening of the tender box, i.e., after 15.30 hours will be considered as Late tenders. Tenders received after specified date and time of opening will be treated as Post tenders. Delayed Tender / Late Tender / Post Tender shall not be opened and will be summarily rejected.

CONCOR reserves the right to:
- Accept or reject any Bids in part or in full without assigning any reasons.
- Accept or reject any bids in part or in full irrespective of their being the lowest quoted rates.
- Relax the tender conditions at any stage if considered necessary for the purpose of finalizing the contract in the overall interest of CONCOR.
- Go with Re-Tender.
- Empanel no. of agencies.
- Disqualify the tenderers blacklisted by State/Central Govt. undertakings/Public Sector Units or whose contracts have been terminated on account of poor performance or any other reasons.
- Disqualify the bids who offer the counter conditions.
- Reject such tender if the tenderer deliberately gives wrong information or suppressed/conceals any information/ facts in his tender to make his bid favorable for acceptance of his tender or creates circumstances for the acceptance of his tender fraudulently, at any time even after awarding the contract also. Any loss suffered by CONCOR on this account will be recovered from the agency. This will be done without prejudice to CONCOR’s right to seek any other legal remedy under law”.

(Signature of the agency with seal)
You are requested to peruse the tender documents carefully so as to avoid rejection of the tender for non-compliance with the necessary instructions or with Terms and Conditions. You are requested to ensure that the tender document along with required supporting documents as called in the chapter-II are submitted after full consideration and understanding of the work envisaged under this contract as defined subsequently

**Estimated Contract Value:** The estimated contract value will Rs. 24.05 (Rupees; Twenty Four Lakhs and Five Thousand Only) for (2+ 1 Year) contract period.

**Earnest Money Deposit (EMD):** Earnest Money Deposit of Rs. 48,110/- (Rupees: Forty Eight Thousand One Hundred and Ten Only) by way of Crossed Demand Draft in favour of Container Corporation of India Ltd, payable at Secunderabad/Hyderabad.

For & Behalf of Container Corporation

Chief General Manager-South Central Region
CHAPTER-II
ELIGIBILITY CRITERIA OF THE TENDERER:

The minimum ‘Qualifying Criteria’ are mentioned below. (An agency, not meeting any one of the following criteria shall be summarily rejected and shall not be considered for evaluation). The tender bid must be accompanied by the following documents failing which the bid will be deemed ineligible and technically invalid.

1. EMD of **Rs.48,110/-** (Rupees Forty Eight Thousand One Hundred and Ten Only) by way of Crossed Demand Draft in favour of Container Corporation of India Ltd’ Payable at Hyderabad/Secunderabad
2. The tender document cost Rs. **1120/-** (Rupees One Thousand One Hundred and Twenty Only, by way of Crossed Demand Draft in favour of Container Corporation of India Ltd’ Payable at Hyderabad/Secunderabad
3. The agency should have valid certification regarding accreditation with Indian Newspaper Society (INS) for the preceding last 5 years. Documentary evidence in this regard should be enclosed.
4. The firm should have minimum turnover of Rs. 24.05 Lakhs (cumulative) in the last three consecutive financial years i.e. 2016-17, 2017-18, 2018-19. Audited Balance Sheets and P&L account statement are to be submitted, along with the Chartered Accountant’s Certificate.
5. The tenderer should have direct experience in the field of publishing of advertisements/notifications in newspapers with minimum single contract work value of Rs. 20.00 Lakhs during any one of three financial years; 2016-17, 2017-18, 2018-19.
6. The tenderer should have presently empanelled with at least 3 (three) organizations (Govt./Semi Govt./ PSU/State Govt.) as on date of submission. Certificate issued by such departments to be enclosed.
7. The agencies are required to submit an undertaking certifying that their agency has not ever been blacklisted from any of the organization/Government/PSUs for any reason at any point of time.
8. If the existing agency of CONCOR has submitted the tender for the same activity in the same facility, the existing agency’s bid should necessarily be accompanied by a satisfactory performance report from the same terminal (from CONCOR-SCRO-Secunderabad)
9. Copy of GST Registration Certificate and PAN No.
10. The agency should have office/branch office in Hyderabad/Secunderabad at the time of submission of tender. Valid Shops & establishment registration certificate duly issued by the concerned authorities for office/branch in Hyderabad/Secunderabad address) shall have to be enclosed.
11. Legal status of agency (Proprietary/ Partnership/ Private Ltd./ Public Ltd.). Necessary copies shall be enclosed. The status of the firm: Proprietary/Partnership/registered Company/Co-Operative Society etc. In case of Proprietor firm, a shops & establishment certificate issued by the concerned Municipalities shall be submitted. In case of Partnership, a copy of partnership deed shall be submitted. In case of company, a copy of Memorandum of Article shall be submitted. In case of Co-Operative Society, proof of registration under Societies Act shall be submitted.
12. The entire tender document, duly signed, along with relevant support sheets should be submitted along with the bid.

**Note (1):**
If original documents required for verification at any stage, the tenderer must furnish the same. Besides if any clarification is required from the

(Signature of the agency with seal)
tenderer, the same shall be sought from the tenderer, if desired by CONCOR.

**Note (2)**

1. Tender Document/sets shall be provided free of cost to Micro & Small enterprises (MSE’s) registered with the listed agencies.

2. MSEs registered with the agencies for the item tendered will be exempted from payment of Earnest Money Deposit (EMD).

3. MSE’s who are interested in availing themselves of these benefits and preferential treatment, the MSEs will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.

   (i) District Industries Centers
   
   (ii) Khadi and Village Industries Commission
   
   (iii) Khadi and Village Industries Board
   
   (iv) Coir Board
   
   (v) National Small Industries Corporation
   
   (vi) Directorate of Handicraft and Handloom
   
   (vii) Any other body specified by Ministry of MSME.

4. The MSEs must also indicate the terminal validity date of their registration.

   Failing (3) & (4) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.
Chapter – III

INSTRUCTIONS FOR SUBMISSION OF TENDER

I. PREAMBLE

The Container Corporation of India Ltd., (CONCOR), a navratna company manages and operates Container Terminals viz, Inland Container Depots (ICDs), Container Freight Stations (CFSs), Domestic Container Terminals (DCTs), Rail Container Terminals (RCT) and Port Side Container Terminal (PSCT) located all over the country. Container Corporation of India Ltd having its Regional Office i.e South Central Regional Office - Secunderbad and having its unit at ICD-Sanathnagar, DCT-Nagalapalli-Nr. Nagalapalle Rly Station, R.C.Puran(Mandal), Medak(Dist), DCT-Guntur, CFCV and MMLP-Visakhapatnam and ICD-Desur-Belgam, Karnataka, proposed to empanel advertising agencies for releasing the advertisements of CONCOR in the news papers etc.

2.0 TENDER DOCUMENT

2.1 The Tenderer is required to submit entire tender document, duly signed on all pages along with office seal. Incomplete or conditional tender is also liable to be rejected.

2.2 Tenders containing omissions and alterations are liable to be rejected. Where corrections are necessary, the same must be made in ink and all such corrections are to be attested by full signature of the tenderer and dated.

2.3 If the tenderer deliberately gives wrong information or conceals some facts in his tender or creates circumstances for the acceptance of his tender fraudulently, then CONCOR reserves the right to reject such tenders at any stage without any financial liability or assigning any reasons.

2.4 Each page of the tender document should be signed & stamped by the tenderers or such person on his behalf as is legally authorized to sign on his behalf. Similarly the enclosures as mentioned in Chapter-II shall be enclosed as per the instructions mentioned in that chapter.

2.5 Wherever in the tender document, the figures and words are in different in EMD, Tender document cost /Security deposit etc, the amount indicated in the words will be taken as correct.

3.0 VALIDITY OF THE OFFER

The tenderer will be required to keep the offer open for a period of 120 (one hundred twenty) days from the date of opening of tenders, unless extended further with mutual consent. It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of the stipulation that after submitting his tender, he will not rescind from his offer or modify the terms and conditions thereof in any manner that is not acceptable to CONCOR. If the tenderer fails to observe or comply with the said stipulation, the amount of Earnest money mentioned in the documents shall be liable to be forfeited by CONCOR.

4.0 WITHDRAWAL OF TENDERS: No offer shall be withdrawn in the interval between the last date for submission of tenders and the expiry of the period of tender validity specified by bidder. Otherwise Earnest Money will be forfeited without any notice. Besides this, the successful tenderer cannot withdraw his offer after awarding of contract; otherwise EMD/SD will be forfeited by CONCOR. Besides, CONCOR can take recourse to other legal remedies in terms of the contract.

(Signature of the agency with seal)
5.0 ACCEPTANCE OF TENDER: The authority for acceptance of the tender documents rests with the Chief General Manager, Container Corporation of India Ltd./Regional Head, Secunderabad, who does not bind himself to accept any tender, nor does he undertake to assign reasons for his decision in this matter.

5.1 The tender document which is submitted by a tenderer shall become the property of CONCOR and CONCOR shall have no obligation to return the same to the tenderers.

5.2 On acceptance of the tender, the name of accredited representative(s) of the tenderer who would be responsible for taking instructions from CONCOR shall be communicated to CONCOR within two working days.

5.3 If tenderer deliberately gives wrong information or conceals any information or misrepresents the facts in his tender, which shall be favorable for acceptance of his tender fraudulently, then CONCOR reserves the right to reject such tender at any stage of execution without any financial liability.

6.0 EXECUTION OF CONTRACT DOCUMENT & COMMENCEMENT OF WORK:

6.1 The tenderer whose tender is accepted for empanelment shall be required to appear in person at office of the Chief General Manager, Container Corporation of India Ltd., South Central Region, 601-603, Navketan Building, Near Clock Tower, S.D. Road, Secunderabad for execution of contract documents (Agreement) within Ten days of the date of issue of LOI (Letter of Intent)/award issued by CONCOR’s office and start the work within 15 days from the date of issue of LOI or date indicated in the LOI. However, CGM/SCR shall have the discretion to extend the time limit further, based on the written request of the contractor citing the reasons the delay.

6.2 Failure to execute the contract documents /commence the contract shall constitute a breach of contract Concluded by the acceptance of tender, leading to forfeiture of earnest money and besides any other action CONCOR takes, including termination/cancellation of the contract/LOI (Letter of Intent). In such an eventuality, CONCOR can take recourse to other legal remedies in terms of the contract.

7.0 POSTAL ADDRESS FOR COMMUNICATION

7.1 Every tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderer by post at his said address shall be deemed to have reached the tenderer in time.

8.0 Basis of Evaluation of bids: The tenderer who qualify the eligibility criteria as mentioned in Chapter-IV will be considered for evaluation for empanelment of advertising agency in CONCOR-SCR

9.0 Abbreviations used in the Tender:-CONCOR-Container Corporation of India Ltd, SCR-South Central Region, SCRO-South Central Regional Office, ICD-Inland Container Depot, DCT-Domestic Container Depot, CFCV-Container Freight Station of Visakhapatna, MMLP-Multimodal Logistic Park, CGM-Chief General Manager, EMD-Earnest money deposit, S.D-Security deposit, BG-Bank Guarantee, CPP-Central Public Procurement. Advt-advertisement.

For & Container Corporation of India Ltd,

Chief General Manager/SCR

(Signature of the agency with seal)
Chapter-IV
(Scope & Terms & Conditions of The Contract)

1. GENERAL

Container Corporation of India Ltd, South Central Region, Secunderabad, propose to empanel experienced, reputed and INS accredited advertising agencies having their office and infrastructure at Hyderabad/Secunderabad area, to meet the requirement of CONCOR-SCR (Container Corporation of India Ltd)-South Central Regions to release the tender notices/vacancy notices etc in the local newspaper/employment news etc in a appropriate manner and economy of space, in various newspapers/publications preferable having DAVP rates, mainly within the jurisdiction of Telangana/Andhra Pradesh and also in other important cities in India.

2. Scope of Work:- (1) Conceptualization of creative, designing and media management including release of advertisements in Newspapers for CONCOR/SCRO and Its terminals

   1. Design & release of Advertisements/Brochure in print media for:
      (a) Auction/Tender notices etc
      (b) To provide inputs such as circulation figures, cost etc. for various newspapers to plan and decide media plan.
      (c) To liaison with the newspapers and arrange for release of advertisement at a short notice on desired dates.
      (d) Designing & Proof reading/translation.
      (e) To publish advertisement of all nature in the local newspapers, national newspaper

   2. Arranging publication of articles in leading news dailies/magazines

   3. Any other work related to publicity and corporate communication of the organization.

   4. CONCOR reserves the right to award work to any agency, not necessarily empanelled with CONCOR.

   5. CONCOR reserves the right to give the work to any one of the agency. Agency do not have right to claim in this regard.

3. Area of Work:-

The empanelled agency has to do the advertisement work for all the Units of CONCOR/SCR as listed below but most of the advertisement work being done through our Regional office-Secunderabad:-

<table>
<thead>
<tr>
<th>1. Container Corporation of India Ltd, Regional Office, Room No.602, 6th Floor, Navketan Building, S.D. Road, Secunderabad.</th>
<th>2. Container Corporation of India Ltd, Inland Container Depot, Moosapet, Sanathnagar, Hyderabad</th>
</tr>
</thead>
</table>

(Signature of the agency with seal)
5. Container Corporation of India Ltd, Container Freight Station, Nr. Old Post Office-I, Town Area, Visakhapatnam-A.P


8. Any other location where CONCOr, South Central Region, may start its terminals in future.

4. Method/Procedure for Execution of Work:-

The empanel agencies are required to carry out the work as per the procedure indicated as under:-

1. Collection of draft content/materials from the Regional office/any other units of CONCOr as mentioned herein above for designing and thereafter it has to be sent to CONCOr along with Proof as well as estimated cost before releasing the ad in concerned paper. Once the Proof as well as Estimate is approved by CONCOr and then CONCOr will place the release order to the agency for publishing the ad in the concerned news paper.

2. The agency must in a position to release the advt in short period also and if needed the ad should be translated in the regional language/Hindi/English/any other language as per the direction of CONCOr.

3. In case the agency fails to publish the advt as per the stipulated time or the contents published in the paper is not as per the approval then CONCOr will not pay any amount for this advertisement and in addition to this CONCOr has the right to publish the same ad thorough some other agency at the cost & risk of the agency and the payment so incurred shall be debited to the agency.

4. It is the responsibility of the agency to ensure that the approved matter ad should be published in all the papers as per the schedule date given by CONCOr. In case, if it is the beyond control of the agency, the advt is not published in some of the papers by the publisher as per the original schedule, the agency shall brought to the notice to CONCOr within 24 Hrs from the date of original publication date and re-advertise the matter in the news papers where it was not published immediately. If not brought within 24 Hrs about non publication of ad then the agency has to borne the expenditure for the advertisements/notifications released by them and CONCOr will not pay any amount to them. Besides this CONCOr may also impose a penalty (as mentioned hereunder) under un satisfactory performance for the lapses taking place in releasing advertisements/notifications..

5. The CONCOr also reserves the right to get Advt designed as well as release any advertisement directly to the news paper through any Advertising Agency not borne on the panel at any time. Besides CONCOr can also approach directly to publication (New paper) office for releasing the advertisements/notifications without approaching empanelled or any other agencies if need arises.

6. The agency must ensure that wherever possible, DAVP rate should be made applicable to CONCOr, from time to time.

7. The agency should supply the publication rates to CONCOr at the initial stage and thereafter from time to time as when rate list /or any other changes made/amended by the publication.

(Signature of the agency with seal)
5.0 Stipulated Time:-
(a) Stipulated time for release of advertisement in local newspapers: 01 day.
(b) Stipulated time for release of advertisement in National Newspapers: 5-7 days.

6. Charges:
(a) Charges for publication of advertisement in the national/local newspapers shall be on rates approved by the DAVP if it is applicable to us. Otherwise, the rates charges by publication will be paid.
(b) GST and other taxes if any applicable for this nature of works from time to time may be charged to CONCOR as per Govt. of India rules.
(c) No Production cost, collection & delivery charges, Service Charges and Courier charges, translation charges shall be levied from CONCOR.

7. Billing:- The agency should submit the Bill along with original copy of ad in duplicate, publication invoice, and approval given by the CONCOR at the time of releasing the ad for processing for payment.

8. TIME LIMIT FOR SUBMISSION OF BILLS:- The agency shall make a claim for the services rendered under this contract to CONCOR within Four months of rendering such service. If the agency does not prefer a claim within the said period he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment thereof, unless there are any extraordinary reasons for the delay. The decision of the Chief General Manager of CONCOR/SCR shall be final and binding on the agency may consider such cases.

9. TENURE OF THE CONTRACT
9.1 At the initial stage, the contract for empanelment shall be awarded for a period of Two years from the date indicated in the LOI (Letter of Intent). This contract will be extended at the discretion of CONCOR for further period of One Year on the same terms & conditions subject to performance of the agencies.

9.2 Post Contract Period: - It is obligatory on the part of the agency to continue to work on the same terms and conditions prevailing on the last date of the contract even beyond the contract period, for at least four months or till the new contract is finalized, whichever is earlier.

10. De-empanelment of agencies:- CONCOR reserves the right to de-empanel the agencies (All or Some agencies) by terminating the contract in case their performance is not found satisfactory during the contract period without assigning any reason and without any prior notice. In the event of the contract being terminated by CONCOR before the completion of the contract period for reasons of unsatisfactory performance or breach of contractual conditions, the full Security Deposit / BG (Bank Guarantee) of the Agency shall be liable to be forfeited.

11. EXIT CLAUSE
CONCOR will also have the Liberty to seek a cause of termination of contract by serving an advance thirty days notice against the agency in case there are strong...
business reasons for doing it so as determined by its management from time to time.

12.00. (A) EARNEST MONEY DEPOSIT

1. The Agency will be required to deposit a sum of Rs. 48,110/- (Rupees: Forty Eight Thousand One Hundred and Ten Only) as earnest money payable by way of Crossed Demand Draft in favour of Container Corporation of India Ltd’ Payable at Hyderabad/Secunderabad

2. If shall be understood that the tender documents have been issued to the Tenderer, and the tenderer is permitted to tender on the clear understanding that, after submission of this tender he will not rescind from his offer or modify the terms and conditions thereof in a manner not acceptable to CONCOR.

3. The EMD shall be forfeited to CONCOR, if the tenderer fails to observe or comply with the stipulation mentioned in the document above or fails to execute an agreement stipulated above or refuses to accept the Formal Acceptance of Tender or fails to furnish the stipulated Security Deposit/BG.

4. No interest shall be allowed on the earnest money deposited.

5. The EMD deposited by the successful tenderer will be adjusted towards the security deposit referred below. The EMD of the unsuccessful tenderers will be returned as soon as possible after the tender have been finalized.

13.0 SECURITY DEPOSIT (SD)

1. The successful empanelment agencies whose tender is finally accepted must deposit as Security Deposit (SD). The total SD will be Rs. 2,40,500/- (Rupees; Two Lakh Forty Thousand Five Hundred only) which will be distributed equally among the number empanelled agencies finally approved by CONCOR and the amount so arrived for individual agency shall deposit SD with CONCOR for carrying out the successful performance under the contract. The SD shall be paid by Demand Draft in favour of “Container Corporation of India Ltd.” Payable at Hyderabad/Secunderabad within 10 days from the date of the communication of award of contract (LOI). However, on written request to the Regional Head/ CONCOR/SCR, the time delay in submission shall be considered for condonation, if the reasons cited are acceptable to CONCOR.

2. Alternatively, the agency may submit performance bank guarantee of Nationalized/Scheduled Bank, acceptable by the CONCOR. The bank Guarantee shall be valid for 44 months. (36 months contract period + 04 month obligatory period + 04 month claiming period). Specimen of Bank Guarantee is placed at ANNEXURE-III.

3. In case the SD is deposited through DD(Demand Draft) as above the EMD already deposited by the successful agency(s) will be adjusted towards the security deposit on his request and the agency will be required to deposit the balance amount towards the security deposit by DD. In case agency intends to submit bank guarantee as SD, then he can submit the same from Nationalized/Scheduled Bank for the full amount of SD and in this case EMD so paid will be refunded. Bank Guarantee format should be approved by CONCOR before getting it from nationalized bank/Scheduled bank.

4. No interest shall be payable by CONCOR on the Security Deposit.

14. RECOVERY FROM SECURITY DEPOSIT

1. CONCOR shall be entitled to recover any loss or damage that it may suffer or sustain by reason of failure of the agency to observe and in performance
of the terms and conditions of this contract from the amount of security deposit, and in the event of any balance remaining due to CONCOR, the agency shall forthwith pay the same. In the event of any such deduction being made from the Security Deposit, the agency shall at make good the deficiency in the amount of security deposit within 15 days from the date of demand to this effect, failing which CONCOR shall deduct the same from the amounts due to the agency.

2. The security deposit referred to above shall be forfeited to CONCOR in the event of any breach on the part of the agency of any of the terms and conditions of this contract, without any prejudice to CONCOR’s right to rescind the contract and other rights and remedies warranted by law.

15. REFUND OF SECURITY DEPOSIT

1. The security deposit, shall, subject to any deduction that may be made there from, be returned to the agency within 2 calendar months after the termination of the contract and upon issuance of no dues certificate by CONCOR-SCRO and approved by the competent authority-CONCOR. However, if there is a delay, the agency shall not be entitled to any interest.

2. In the event of any dispute arising between CONCOR and the agency or between CONCOR and any third party or in respect of any money due to CONCOR, in reference to this agency or other contracts entered into by the agency singly or jointly with others and CONCOR, CONCOR shall detain the security deposit or such balance thereof and/or other amounts payable to the agency as CONCOR may in its sole discretion deem sufficient until the dispute is settled and determined. The agency shall have no claim for compensation or otherwise for any such deductions made by CONCOR.

16. WORKING CONDITIONS

1. Advertising Agency shall also ensure that advertisements appear in the specified newspapers on a nominated date in a conspicuous and impressive manner while occupying minimum space. The Advertising Agency will ensure that the language of Advertisements published in the newspapers should be the same as the language of the newspapers until & unless specially mentioned by the CONCOR on the Release Order. It should be properly positioned and correctly reproduced as per CONCOR Office’s order copy.

2. It is claimed that no incidental charges of any nature will be payable by CONCOR, to cover any such cost incurred by the agency during the process of receipt/execution of release orders issued by the CONCOR office.

3. The advertising agency will be bound to obtain acknowledgement from the Newspapers at the time of delivery of advertisement material and release order. Photocopy of the acknowledgements should be kept in record as proof so that it could be ascertained that the agency has efficiently arranged to deliver the advertisement material/RO to all the newspapers in time in case of dispute.

4. In case of any advertisement material given for release is not clearly understood, the Advertising agency shall immediately obtain a clarification, ensuring that there is no mistake, and this process should not delay the publication of the advertisement. In case there is an error in publication of the advertisements as compared to advertisement’s text approved by this office, the Advertising Agency shall arrange to publish the corrigendum
immediately, under advice to this office, at its own cost. No bills should be raised to CONCOR and CONCOR will not pay any charges for publication of published corrigendum, what-so-ever. An amount as Penalty may also be imposed by CONCOR, in such cases.

5. The Agency will have to ensure compliance with copyright, cyber laws, patents and other intellectual property laws, in all materials, including art work/design, supplied by them. The Ad Agency will be completely liable in all such cases, and no liability shall lie with CONCOR.

6. Whenever required, the Agency shall have to accept and get advertisement published at a very short margin of time in specified newspapers on a specified dates indicated by the CONCOR. If required the representative must visit our office for finalization of draft/art/discussion related of advertisements/notifications.

7. The CONCOR representative shall have all rights to inspect agency’s premises and any record connected with the working related with CONCOR during office hours.

8. The CONCOR reserves the rights to add, delete or revise any of these conditions, and also include special conditions as new ones, as and when required.

9. CONCOR reserves the right to place the release order to any panel agency and it not necessary that CONCOR should maintain the equality in placing the order.

10. CONCOR/SCR reserves the right to deduction of CONCOR dues from empanelled agency’s security amount on the following grounds.

(i) A minimum fine of Rs. 2000/- and maximum fine to the extent of losses, caused to the CONCOR shall be imposed on the agencies by CONCOR in case of unsatisfactory performance. The penalty amount will be in addition to the amount withheld in bill for reasons intimated to the agency.

(ii) Any amount which CONCOR becomes liable to pay to the Govt./third party on behalf of any default of the empanelled agencies or any servant/agent.

(iii) Any payment/fine made under the order/judgment of any court or consumer forum or any law enforcing agency or any person working on behalf of the same.

11. The empanelled Agencies shall recoup the security deposit to the extent the said amount is deducted as fine within 15 days period failing which it will be considered and treated as breach of the agreement.

12. The Ad agency should supply the press Tear sheets in which the Tender Notice is published to concerned department directly or per bearer or by post.

13. All Payments to the Agency shall be made through on line

14. When desired, soft copy of any work given by CONCOR shall be provided by the agency to the CONCOR office.

(Signature of the agency with seal)
15. If CONCOR may require services of agencies on Sunday and other public holidays and beyond office hours, the agencies will be required to work provide the same on said days/timings.

16. Performance of the each empanelled Agency will be monitored and will be kept on record for appropriate action in future.

17. UNSATISFACTORY PERFORMANCE & CONSEQUENCES THEREOF

01. The agency shall carry out the services at the locations as indicated in the tender as per the direction of CONCOR.

02. In addition, in the event of unsatisfactory service or any failure at any time on the part of agency to comply with the terms and provisions of this contract to the satisfaction of CONCOR (who shall be the sole judge and whose decision shall be final.) The agency shall be liable to be fined up to up to Rs. 2000/- at one time to be paid immediately by the agency and maximum will be to the extent of loss. However an appeal against imposition of such fines can be preferred by the agency to the Chief General Manager/SCR who will review the case & pass the order which should be binding up on both the parties.

03. The agency shall at all times ensure that his performance is satisfactory, falling which CONCOR shall be at the liberty to get the affected work done through any other agency, at the risk and cost of the agency. In such cases CONCOR shall be at the liberty to carry on the work under this agreement through any other agency and all the expenses incurred on this account shall be at the sole risk and responsibility of the agency and shall be recovered from any money due to him or from his security deposit referred to in this agreement.

04. Further more in case of repeated failures/unsatisfactory performance on part Of agency, it shall be open for CONCOR to give a show cause notice to the agency seeking reply for such failures/unsatisfactory performance within 10 days and in case of CONCOR being not satisfied with the reply of the agency, the contract can be terminated immediately. In the event of such termination of the contract, CONCOR shall be entitled to (i) forfeit the security deposit as it may consider fit.

05. The CGM/SCR, CONCOR is the final authority who shall be empowered to consider review/remission/rescind/alter/modification of imposition/waiver of the above-mentioned penalties on any account either in part or in full at his sole discretion.

18. ARBITRATION

01. In case of any disputes arising out of interpretation of any of the provisions of this contract, the Chief General Manager shall be the authority to appoint an arbitrator. There will be no objection if the arbitrator so appointed is an employee of CONCOR and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute in reference.

02. Subject as aforesaid, the provision of the Arbitration Act 1996 or any statutory Modification or reenactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.
03. It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amount claimed in respect of each dispute. The arbitrator(s) may from time to time, with consent of the parties, enlarge the time for making and publishing the award.

04. The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the parking agency shall be withheld on account of such proceedings.

05. The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

06. The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.

07. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.

08. The venue of arbitration is such place as may be fixed by the Arbitrator in his sole Discretion.

09. The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

19. Dispute:- (1) Every dispute, differences or questions which may at any time arise between the parties hereto or any person claiming under them or arising out of or in respect of this agreement or subject matter shall be referred to the Chief General Manager, CONCOR/SCR and his decision shall be final and binding on both the parties.

(2) Any suit or any other legal proceedings arising out of or based on this agreement shall lie only in the court having jurisdiction at Hyderabad and not elsewhere.

20. GENERAL
Any clarification in regard to the meaning or intent or interpretation of any of the provisions of these terms and conditions required on any point shall be sought from Chief General Manager, CONCOR/SCR, whose decision in the matter shall be final and binding. Any other matter relevant to but not covered in the contract shall also be decided by making reference to him and his decision shall be final and binding.

(Chief General Manager)
South Central Region/Secunderabad

ALL THE TERMS AND CONDITIONS LISTED IN THIS TENDER DOCUMENT HAVE BEEN READ CAREFULLY & HAVE BEEN UNDERSTOOD AND ARE ACCEPTED.

(Name & Signature of the Tenderer)

(Signature of the agency with seal)
ANNEXURE-I

(Specimen of Agreement)
(To be executed on Non-Judicial Stamp Paper of Rupees One Hundred)

AGREEMENT FOR ACTING AS EMAPANELMENT AGENCY FOR CONCOR-SCR FOR
RELEASING OF ADVERTISEMENTS/NOTIFICATIONS IN THE NEWS PAPERS

No. Con/SCR/Tender/Empanelment/1/2019 Date:

This agreement made this day------------------Month-------2019 (Two Thousand
and Nineteen) between Container Corporation of India limited, (CONCOR), A
Govt.of India Undertaking and a company registered under Indian Companies
Act,1956 having its registered Office at CONCOR BHAVAN, C-3, Mathura Road,
Opp; Apollo Hospital, New Delhi, 110076(Which expression shall mean and includes
its successor or successors in Office and assigns) representing herein by the Chief
General Manager, South Central Region, CONCOR, Secunderabad(hereinafter
called Company) of the one part AND
M/s-----------------, represented herein by----------------- (hereinafter called the “Agency” which expression shall
mean and to include his/their respective heirs, executors, administrators and
assigns) on the other part for the purpose of empanelment agency/agencies for
concor-scr for releasing of advertisements/notifications in the news at the rates and
under the terms and conditions specified in the tender document no------------------
------dt--------------- and its annexures.
Whereas the agency has agreed with CONCOR to perform all the works/service
set forth in the tender document and its annexures, which shall be treated as an
integral part of this agreement, upon the terms & conditions governing contract
annexed.

In consideration of the payments to be made by CONCOR, the Agency shall duly
perform the said operations in the said tender documents and its annexures set
forth and shall execute the same with great promptness, care and diligence in a
workman like manner to the satisfaction of CONCOR and will carry out the work in
accordance with the terms and conditions of this contract w.e.f. to and will
observe, fulfill and honour all the conditions here in mentioned (which shall be
deemed and taken to be part of this contract as if the same had been fully set
forth therein) and CONCOR hereby agrees that if the agency observes and honour
the said terms and conditions of contract, CONCOR will pay or cause to be paid
to the agency for the operations on the completion thereof, the amount due in
respect thereof at the rates specified in the schedule here to annexed.

The cost of stamp paper on this account shall be borne by CONCOR.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and
year first above written.

Chief General Manager

For & on Behalf of Agency For & on behalf of Container Corporation of India Ltd.

WITNESS WITNESS
(NAME, SIGNATURE & ADDRESS) (NAME, SIGNATURE & ADDRESS)
1. .................................................. 1. ..................................................
2. .................................................. 2. ..................................................

(Signature of the agency with seal)
ANNEXURE–II

SPECIMEN OF BANK GUARANTEE

1. In consideration of Container Corporation of India Ltd., acting through the Chief General Manager, having its registered office at ‘CONCOR Bhawan’, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi 110 076, having agreed to permit [M/s __________________________] (hereinafter called the said Agency) to [Name of tender] for publishing of advertisements/notifications as per the work orders of CONTAINER CORPORATION OF INDIA LTD, SOUTH CENTRAL REGIONAL OFFICE-SECUNDERABAD-TELANGANA on its behalf on the terms and conditions of the agreement dated [………..], made between [Chief General Manager /South Central Region, 601-603, 6th Floor, Navketan Building, Near Clock Tower, S.D. Road-Secunderabad-T.S and …………………...] on production of a Bank Guarantee for [………………..], We [Name of Bank] Bank promise to pay to Container Corporation of India Ltd., an amount not exceeding [Rs…………………………….. only] against any loss or damages caused to or suffered by the Container Corporation of India Ltd., by reason of any failure of the agency to execute the contract work as per the terms and conditions in the said agreement.

2. We [Name of Bank] Bank, do hereby agree to be the primary obligator and undertake and promise to pay the amount due or payable under this guarantee without any demur, merely on a demand from the Chief General Manager, [Name of Region], Container Corporation of India Ltd., stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Container Corporation of India Ltd., by reason of any failure of the said agency to perform the said contract work. Any such demand made on the Bank shall be conclusive as regards the amount due and payable under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding [Rs…………………..] .

3. We [ Name of Bank] Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Container Corporation of India Ltd., under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or guaranteed, unless a demand or claim under this agreement is made on us in writing on or before four months after the date of completion of the contract, we shall be discharged from all liability under this guarantee thereafter.

4. Notwithstanding anything to the contrary contained herein the liability of the Bank under this guarantee will remain in-force and effect until such time as this guarantee is discharged in writing by the Container Corporation of India Ltd or until the end of contract period includes extension and obligatory period if any) and no claim shall be valid under this guarantee unless notice in writing thereof, is given by the Container Corporation of India Ltd., within four months from the date of aforesaid agreement.

(Signature of the agency with seal)
5. Provided that we [Name of Bank] Bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within 3 (three) months before the expiry of the period or the extended period of the guarantee as the case may be on being called upon to do so by CONCOR. If the guarantee is not renewed or the period extended on demand, we [Name of Bank] Bank shall pay the Container Corporation of India Ltd. the full amount of the guarantee on demand and without demur.

6. We [Name of Bank] Bank, further agree with the Container Corporation of India Ltd., that the Container Corporation of India Ltd., shall have the fullest liberty without our consent and without affecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said [Name of tender] contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Container Corporation of India Ltd., against the said agency and to forebear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said agency or for any bearance, act or commission on the part of the Container Corporation of India Ltd., or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.

7. This guarantee will not be revoked by any change in the constitution of the Bank or of the surety.

8. We [Name of Bank] Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of the Container Corporation of India Ltd., in writing.

9. Unless a suit or action to enforce a claim under the guarantee is filed within the period specified in this behalf in the guarantee, the right to enforce a claim under the guarantee shall be forfeited and the Bank would be relieved and discharged from all liability under the guarantee.

10. Notwithstanding anything herein contained, our liability under this guarantee shall:
   a. be limited to a sum of [Rs............].
   b. be completely discharged and all your rights under the guarantee shall stand extinguished if no claim or demand is made upon us in writing and received by us on or before ............

OFFICER'S SIGNATURE WITH BANK SEAL

DATE

(Signature of the agency with seal)