

**Think Container, Think CONCOR**



**CONTAINER CORPORATION OF INDIA LIMITED  
(A Government of India Undertaking)  
WESTERN REGION  
5TH FLOOR, NEW ADMINISTRATIVE BUILDING  
CENTRAL RAILWAY, D.N. ROAD  
MUMBAI - 400 001.**

***OPEN TENDER (TWO BID SYSTEM)***

***(TENDER FOR PROVIDING PRINTING & STATIONERY ITEMS AT MUMBAI REGIONAL OFFICE(MRO), CFS- DRONAGIRI RAIL TERMINAL AND ICD-MULUND(EAST).***

**ESTIMATED CONTRACT VALUE APPROX RS 20.04 LAKHS, EXCLUDING TAXES FOR TWO YEARS.**

**(Tender Form is Non-Transferable)**

**TENDER DOCUMENT PRICE: RS 1000/- + (GST@ 12%)**

Ref No.:- CON/WR/ADMIN/PRINT-STATIONERY/31/2017

Dt. 23.01.2018

**TENDER FOR PROVIDING PRINTING & STATIONERY ITEMS AT MUMBAI REGIONAL OFFICE, DRONAGIRI RAIL TERMINAL AND ICD,MULUND(EAST).**

1. SERIAL NUMBER OF THE TENDER FORM: \_\_\_\_\_
2. DATE OF ISSUE : \_\_\_\_\_
3. NAME & ADDRESS OF THE TENDERER : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. DATE OF SALE OF TENDER DOCUMENTS: **FROM 23/01/2018 TO 12/02/2018**
5. DATE & TIME FOR SUBMISSION OF TENDER : **13/02/2018 up to 1500 hrs.**
6. TENDER WILL BE OPENED ON/AT : **13/02/2018 at 1600 hrs.**
7. ADDRESS FOR SUBMISSION OF TENDER AND OPENING: **O/o CHIEF GENERAL MANAGER,  
CONTAINER CORPORATION OF  
INDIA LTD, 5th Floor, New Administrative  
Building. Central Railway, D.N.Road,  
Mumbai-400001.**

SIGNATURE OF THE OFFICIAL  
ISSUING TENDER FORM

OFFICIAL SEAL

Note: Tenderers may download the tender document from our web site [www.concorindia.co.in](http://www.concorindia.co.in) or *from* [www.eprocure.gov.in](http://www.eprocure.gov.in) and same may be submitted along with DD for Rs. 1,120/-, the cost of tender document, by way of demand draft/pay order at the time of submission of tender document. In case any deviation is found in the tender document submitted by the tenderer from the content mentioned in our web site and/or non-submission of the cost of tender documents the tender shall liable to be rejected at any stage of the contract. The tenderer has to indemnify CONCOR for any loss accrued due to such alteration in the terms and condition of tender document.

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**Tender Letter**

Tender Notice no: - CON/WR/ADMIN/PRINT-STATIONERY/31/2017

Dt :- 23.01.2018

Dear Sir,

**Sub: Tender for providing Printing & Stationery items at Mumbai Regional Office, Dronagiri Rail Terminal and ICD,Mulund(East).**

We are pleased to invite your offer for the above mentioned Work proposed to be awarded to the most competitive and suitable bidder. The scope of work and terms and conditions of the offer is enclosed herewith for your perusal and information. This offer is for open tender consisting two bid system i.e Technical Bid (Pre-Qualification Bid) & Financial Bid (SOR).

The offer should be submitted in two separate envelopes; "Envelope-A" (Pre-Qualification Bid) and "Envelope-B"(Financial Bid). The Envelop A should contain the documents as mentioned in the Eligibility Criteria- Pre-Qualification-Bid (Technical Bid)-Instruction to the agency. Financial Bid (SOR-Schedule of Rates) as per Annexure-I shall only be enclosed in "Envelope-B". Both the envelopes are to be enclosed in one envelope super scribed as "Tender for Providing Printing & Stationery items at Mumbai Regional Office, Dronagiri Rail Terminal and ICD,Mulund(East)". The tenders will be opened on 13.02.2018 at 16:00 hrs. Only the Pre-qualification bids in "Envelope-A" will be opened on 13.02.2018 at 16:00 hrs. The envelopes containing the "Schedule of rates(SOR)" of such tenderers who qualify after consideration of the "Pre-Qualification Bids" will be opened on a subsequent date and time to be notified to the suitable tenderers. You may either be present yourself or send your duly authorized representative at the time of tender opening.

Tender must be enclosed in a sealed cover, superscripted " Tender No.\_\_\_\_and name of work\_\_\_\_\_" and must be sent by registered post/courier to the address of CHIEF GENERAL MANAGER, CONTAINER CORPORATION OF INDIA LIMITED, 5th Floor, New Administrative Building, Central Railway,D.N.Road,Mumbai-400001, so as to reach the nominated office not later than 1500 hrs on the date 13.02.2018 of submission or deposited in the special tender box allotted for the purpose in the office of CHIEF GENERAL MANAGER. This special tender box will be sealed at 1500 hrs on dated 13.02.2018. The tender will be opened at 16:00 hours on the same day. The tender papers will not be sold after 1700 hrs on 12.02.2018. Any tender received after specified date and time of submission of tender shall be summarily rejected.

***Corrigendum/addendum if any related to this tender will be hosted on websites only [www.concorindia.com](http://www.concorindia.com) or [www.eprocure.gov.in](http://www.eprocure.gov.in) before the last date of submission of tender. Hence the bidders are requested to visit the websites regularly and submit the offers accordingly.***

The Earnest Money Deposit (EMD) is worth Rs. 40,000/- (Rupees Forty thousand Only) is required to be deposited along with the submission of tender in the form of a crossed demand draft as described subsequently in the tender document.

All the provisions, instructions, and terms & conditions mentioned in this tender document shall be binding on the successful tenderer. In case of refusal on his part to sign the agreement with CONCOR under the terms & Conditions of this contract the EMD shall be liable to be forfeited.

The bidder/Tenderers are required to quote rates for all the items in the Schedule of Rates (SOR) in Annexure-I. If any bidder has not quoted rate for any single item, its bid will be summarily rejected.

In the document wherever the figures and words are mismatched, the words mentioned shall be prevailed.

CONCOR reserves the right to (i) accept or reject any/all offers, without assigning any reasons thereof, and/or to amend the terms and conditions at any stage of contract. (ii) Seek clarifications from the bidders regarding any information and documents submitted, along with Pre-Qualification bid. Failure to submit the same may render the bid liable for rejection. However the clarification sought should not change the basic bid submitted by the bidder.

You are advised to see that the tender documents are submitted after full consideration and understanding of the work envisaged under this contract.

Thanking you,

Yours faithfully,  
For & on behalf of Container Corporation of India Ltd.

**(Chief General Manager)/Western Region**

## **INSTRUCTIONS TO THE AGENCY**

### **I. Eligibility Criteria :-Pre-Qualification-Bid(Technical Bid)**

- i.** Original tender document duly signed & stamped (Tenderer firm seal) on each page shall be submitted along with financial bid as mentioned above.
- ii.** Crossed demand draft of Rs. **40,000/- (Rupees. Forty Thousand Only)** towards Earnest Money Deposit (EMD) in favour of Container Corporation of India Ltd, payable at Mumbai.
- iii.** In case Tender document is downloaded from website, Tender Document Cost /Tender document fee **Rs.1120/- (Rupees; One Thousand One Hundred and Twenty)** by way of crossed demand draft in favour of Container Corporation of India Ltd payable at Mumbai shall be submitted.
- iv.** The agency should be in the business of selling /supplying of Stationery items and Printing at least for a period of last three years i.e. during the F.Y. 2014-15, 2015-16 and 2016-17. Proof of experience for delivering the Printing and Stationery items to a reputed Ltd/Pvt Ltd Company/Govt /PSU for the last 3 Yrs i.e F.Y. 2014-15, 2015-16 and 2016-17 shall be attached..
- v.** The agency shall produce at least proof of one running contract with any reputed Ltd/Pvt Ltd Company /Govt/PSUs (Letter obtained from the company shall be enclosed).

**Note:-**If the existing contractor of CONCOR has submitted the tender for the same activity in the same facility, the existing contractor's bid should necessarily be accompanied by a satisfactory performance report from the same Terminal (from ICD-Dronagiri as well as Mumbai Regional Office).

- vi.** The agency should submit a copy of GST and PAN.
- vii.** In case of Partnership firm, partnership deed of the firm shall be enclosed. In case of Ltd/Pvt Ltd Company, registration copy under companies Act shall be enclosed. In case of Proprietor, a valid shops & establishment Certificate shall be enclosed. In case of firm registered under Society Act, a registration certificate shall be enclosed.
- viii.** The average turnover of the agency during the last 3 previous years i.e FY. 2014-15, 2015-16 and 2016-17 should not be less than 18.00 Lakhs.(Rs. Eighteen Lakhs). Separate proof by way of audited balance sheet & P&L A/c shall be attached for these 3 financial years.

### **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 items tendered will be exempted from payment of Earnest Money Deposit (EMD).
3. MSEs 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 as 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 (viii) Any other body specified by Ministry of MSME.
4. The MSEs must also indicate the terminal validity date of their registration. In those cases where the MSEs are not able to provide the certificate with validity date of their registration, a self-declaration by the MSE (Party) on their letter head, confirming the validity of their registration can be accepted.  
Failing (3) & (4) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12.
5. As per Ministry of MSME circular dtd. 10.03.2016, the conditions regarding prior turnover and prior experience with respect to MSEs may be relaxed subject to meeting quality and technical specifications.

## **II. Submission of Tender**

- (1) Tender shall be enclosed in sealed envelopes addressed to the Chief General Manager, CONTAINER CORPORATION OF INDIA LIMITED, 5th Floor, New Administrative Building, Central Railway, D.N.Road, Mumbai-400001. Tender should be sent either by registered post or by hand. All Tenders should reach the office of The Chief General Manager, Container Corporation of India at the above mentioned address on or before 15:00 hrs on 13/02/2018. Tenders received after the specified due date and time shall not be accepted and summarily rejected.
- (2) All the interested agencies are advised to visit the respective terminals of CONCOR to have an idea of actual Printing work involved and to have an idea of the place of delivery of Stationery & Printing items.
- (3) Tender must be submitted in sealed envelope & shall contain all the basic documents as mentioned in the eligibility criteria.
- (4) It may be clearly noted that, in case the Tender submitted by agencies are not accompanied by all or any of the documents stated under eligibility criteria, along with the original Tender document duly signed and stamped on each page, the same will be rejected by CONCOR.
- (5) The rates should be conspicuously written in figures and words. Any overwriting, correction or insertion should be duly signed by the authorized signatories of the agency. The tenderers shall quote rates for all the items in the Schedule of Rates (SOR) in Annexure-I. Omission or non-quoting of rate for any single item will render the bid of the tenderer disqualified/rejected.
- (6) Agency should clearly indicate the name & address of their Firm/Company/Enterprise as the case may be, on the envelope and should clearly indicate the name of job/Work for which Tender has been invited.
- (7) The agency has to indemnify CONCOR for any loss accrued due to such alteration in the Terms and condition of Tender document.
- (8) The Tender offer shall be valid for 90 (ninety) days from the date of opening of Tenders.
- (9) The Tender shall be opened at 16.00 hrs on 13/02/2018 in presence of the agencies who may wish to remain present.

## **(III) Amendment of the Tender documents:**

- (i) CONCOR reserves the right to amend the Tender document, if considered necessary, with due intimation to respective Agencies prior to the last date of submission of Tender.
- (ii) CONCOR also reserves the right to extend the date of submission and opening of Tender, if considered necessary to allow reasonable time to the Agencies in such cases.

## **(IV) 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. Otherwise Earnest Money/Bank Guarantee /Security Deposit will be forfeited without any notice. Further, the successful tenderer to whom- LOI (Letter of Intent)

issued should not withdraw the offer. Otherwise Earnest Money/Bank Guarantee will be forfeited without any notice.

**(V) ACCEPTANCE OF TENDER:-**

- (i) The authority for acceptance of the tender documents and tendered rates will rest with the Chief General Manager, Container Corporation of India Ltd., Western Region, who does not bind himself to accept the lowest or any other tender, nor does he undertake to assign reasons for his decision in this matter.
- (ii) 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.
- (iii) If tenderer deliberately gives wrong information or conceals any information or misrepresents the facts in his tender, which shall be favourable for acceptance of his tender fraudulently, then CONCOR reserves the right to reject such tender at any stage of execution without any financial liability.

**(VI) EXECUTION OF CONTRACT DOCUMENT:-**

- (1) The tenderer whose tender is accepted shall be required to appear in person at office of the Chief General Manager, Container Corporation of India Ltd., Western Region, Mumbai-400001 for execution of contract document (Agreement) within Ten days of the date of issue of LOI (Letter of Intent) 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 whichever later. The cost of the contract document (Agreement) shall be borne by the CONCOR. If the tenderer is a Firm, Company or a Corporation, or Society registered under the act, a duly legally authorized representative shall appear and in case Proprietor firm the Proprietor shall appear and execute the contract document(Agreement)
- (2) Failure to execute the contract document (Agreement) shall constitute a breach of contract concluded by the acceptance of tender, leading to forfeiture of EMD(Earnest Money Deposits)/SD(Security Deposit)/BG(Bank Guarantee-Annexure-III) as the case may be and besides this CONCOR may initiate any other action if need arises, including termination of the contract. In such an eventuality, CONCOR may also exercise any other legal remedy available under the terms of this tender document under Law.



## **GENERAL CONDITIONS OF WORK**

1. Rates shall be quoted in the Performa attached herewith in original in Annexure -I.
2. Make, brand and quality of printing and Stationery items including paper quality shall be strictly adhered to and any deviation shall be out rightly rejected by CONCOR at the risk and cost of the party.
3. The samples for all the Printing items will be available for the inspection of the prospective bidders during the Sale Period at Mumbai Regional Office, CST-Mumbai-1.
4. The estimated value of the contract is only indicative, which may increase or decrease during the period of contract. The tenderer do not have any right to claim that they should get the minimum estimated contract value order.
5. The job orders for the Printing and/or stationery items shall be placed as per the requirement as and when the need for the same arises.
6. The evaluation will be done on cumulative rates arrived for the all the items i.e Printing Items as well as Stationery items quoted in Annexure-I. The bidder has to quote the rates for each items without fail otherwise their bid will not be considered further. The bidders who stands lowest in cumulate rates will be considered subject to fulfilment of all tender conditions.

### **(I) Duration**

- (i) The contract will be initially for a period of One (1) year and contract may be extended for further period of one year at the discretion of CONCOR on same rates, terms and conditions.
- (ii) It is obligatory on the part of the contractor to continue to work at the rates prevailing on the last date of the contract even beyond the contract period of 1 year or 1 + 1 years; for at least four months or till the new contract is finalized, whichever is earlier.
- (iii) CONCOR however, reserves the right to terminate the contract at any time during the currency of the contract period without assigning any reasons thereof.

### **(II) Rates**

- (i) The agency shall quote their unit rates against each column in the Performa attached herewith in Annexure-I (SOR).
- (ii) The bidders participating in the tender should submit the rates for all the Printing and Stationery items mentioned under Annexure-I for Schedule of Rates, otherwise their bids will be summarily rejected.
- (iii) CONCOR will also pay “GST” as applicable from time to time over and above the quoted rates.
- (iv) The rates quoted by the agency shall be fixed during the currency of the contract includes obligatory period and in between no escalation will be considered.
- (v) The material shall be delivered at the nominated places without any additional cost.
- (vi) The bidder has to quote the rates in both figures and words. In case of dissimilar, the rate quoted in words will be prevailed.

- (vii) Supply of Items: - The successful Bidder has to supply stationery & Printing Items at the following depots on his own cost.
- (1) Mumbai Regional Office, 5th Floor, New Administrative Bldg., Central Railway, D.N. Road, Fort Mumbai – 400001. (2) Container Freight Station, Nanepada Village Road, Mulund(East), Mumbai-400081. (3) Dronagiri Rail Terminal, Sector - 2, Near Paghote Village, Dronagiri Node, Navi Mumbai- 400707.
- (viii) Material shall be supplied by the party only after receiving job order/purchase order from the respective CONCOR Office/depots. In absence of proper Job order/Purchase order the supply will be treated as invalid.
- (ix) The party shall supply the material on or before 10 days from the days of receipt of order from CONCOR units.
- (x) If the party fails to supply the material within the prescribed time limit, then CONCOR will be at the liberty to obtain the items/material from any alternative source in the market, and the same shall be debited to Tenderer. If it recurs very often, the contract may lead to termination at the risk & cost of the contractor.
- (xi) For any incidence of non-supply, delayed supply, improper delivery, and/or poor or sub-standard quality supply, CONCOR apart from rejecting the items may impose a penalty up to Rs. 500/- towards unsatisfactory performance of contract.

**( III) Billing:-**

- (i) The party shall raise the monthly billing i.e. for all the items supplied during the month bill may be presented on or before 10th of subsequent month.
- (ii) The bill shall be supported with copy of job order/purchase order, and proof of delivery in original.
- (iii) The bill should be submitted at respective places where the items are delivered for processing for payment by respective units.
- (iv) A claim/bill for the services rendered under this contract shall be made by the contractor to CONCOR within Four months of such service. If he does not prefer claim within the said period, it shall be deemed to have waived his right in respect thereof and shall not be entitled to any payment on account thereof, unless there are any extraordinary reasons for the delay. The Chief General Manager of CONCOR/WR may consider such cases.

**(IV) Payment:-**

Payments due to the contractor will be made on receipt of bills from the contractor and after scrutiny by the respective depots. Normally the payments would be made within 15 days of submission of bills. However, no interest shall be payable to the contractor if the payment is not made within the stipulated period.

In view of the implementation of GST, the Contractor/Tenderer/vendor shall note the following:-

- 1 The Contractor/Tenderer/vendor shall register itself with GST authority for discharge of its obligation to pay GST in respect of each taxable supply and shall intimate the registration details to CONCOR. In respect of each supply of Goods and Services, Contractor/Tenderer shall specify whether CGST/SGST will be attracted or IGST will be attracted along with rate thereof.
- 2 The Contractor/Tenderer/Vendor shall indemnify CONCOR, its Directors, Officers, Employees and associates for any loss it may suffer as a result of the Contractor/Tenderer/vendor not being registered with GST authorities or if registered, for any loss due to non-payment of tax. On

request by CONCOR, the contractor/Tenderer/Vendor shall produce evidence that it is so registered and paid all the dues in respect of GST. The Contractor/Tenderer/Vendor shall get payment of amount of tax only after the credit thereof is received by CONCOR in the electronic credit ledger on GSTN. In case the contractor/tenderer/vendor is unregistered then submit appropriate documents establishing that agency is exempted as per the provisions of GST. Also, in case the agency is registered under Composition Levy Scheme, the same will be duly intimated to CONCOR with relevant documents.

- 3 Contractor/Tenderer/Vendor shall ensure timely issue of documents such as invoices, declaration forms, reporting, uploading etc. undertaking appropriate statutory compliances as may be applicable, timely payment of GST, and filling of statutory returns within prescribed time lines, to ensure availment and utilization of eligible input tax credits by the CONCOR.
- 4 In case of any failure on the part of Contractor/Tenderer/Vendor, any interest/penalties/any other amounts, as may be applicable shall be indemnified by Contractor/Tenderer/Vendor to the CONCOR.
- 5 If as result of Change in Law, Contractor/Tenderer/Vendor, obtains a benefit by way of reduction in costs due to lower tax rates and availability of ITC, Contractor/Tenderer/Vendor may so notify the CONCOR and propose amendment to this agreement so as to pass the incremental benefit to CONCOR which puts it in the same financial position as it would have occupied had there been no such change in Law resulting in such decreased cost to the Contractor/Tenderer/Vendor.
- 6 Any denial of input credit due to any omission or failure on the part of the Contractor/Tenderer/Vendor, the Contractor/Tenderer/Vendor shall indemnify the CONCOR for any delay or denial of input tax credit along with the consequential liability, if any, as may accrue to the CONCOR.
- 7 A claim for the services rendered under this contract shall be made by the contractor to CONCOR within three months of such service. If he does not prefer claim within the said period he shall be deemed to have waived his right in respect thereof and shall not be entitled to any payment on account thereof, unless there are any extraordinary reasons for the delay. The Chief General Manager of CONCOR/WR may consider such cases.

(V) **Earnest Money Deposit:-**

1. The contractor will be required to deposit a sum of Rs. 40,000/-(Rupees Forty Thousand Only) as earnest money along with completed tender documents as per pre-qualification bid by crossed demand draft drawn in favour of Container Corporation of India Ltd payable at ,Mumbai.
2. It 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 herein above or refuses to accept the Formal Acceptance of Tender or fails to furnish the stipulated Security Deposit or commence the contract work.
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.

**(VI) SECURITY DEPOSIT:-**

1. The successful contractor whose tender is finally accepted must deposit as Security Deposit (SD) equivalent to 5%(Five percentage) of the actual contract value(1+1 Yrs) arrives at the time of finalisation of Contract. The SD being asked for carrying out the successful performance under the contract. The SD shall be paid by way of Crossed Demand Draft in favour of "Container Corporation of India Ltd." Payable at Mumbai within 10 days from the date of the communication of award of contract (LOI) and execute an agreement in the prescribed form.
2. Alternatively, the contractor may submit performance bank guarantee of Nationalized/Scheduled Bank, acceptable by the CONCOR. The bank Guarantee shall be valid for 32 months. (24 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, the EMD already deposited by the successful contractor will be adjusted towards the security deposit on his request and the contractor will be required to deposit the balance amount towards the security deposit by DD. In case contractor 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 to the contractor. Bank Guarantee format should be approved by CONCOR before getting it from nationalized bank.

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

**(VII) 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 contractor 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 contractor shall forthwith pay the same. In the event of any such deduction being made from the Security Deposit, the contractor shall 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 contractor.
2. The security deposit referred to above shall be forfeited to CONCOR in the event of any breach on the part of the contractor of any of the terms and conditions of this contract, without any prejudice to CONCOR's right available in the contract and other remedies warranted by law.

**(VIII) REFUND OF SECURITY DEPOSIT**

1. The security deposit, shall, subject to any deduction that may be made there from, be returned to the contractor within 4 calendar months after the termination or discharge of the contract and upon issuance of no dues certificate by terminal in charge and no claim certificate by contractor. However, if there is a delay, the contractor shall not be entitled to any interest.
2. In the event of any dispute arising between CONCOR and the contractor or between CONCOR and any third party or in respect of any money due to CONCOR, in reference to this contractor or other contracts entered into by the contractor singly or jointly with others and CONCOR, CONCOR shall detain the security deposit or such balance thereof and/or other amounts payable to the contractor as CONCOR may in its sole discretion deem sufficient until the dispute is settled and determined. The contractor shall have no claim for compensation or otherwise for any such deductions made by CONCOR.

**(IX) STATUTORY COMPLIANCE:-**

The contractor shall comply with all the statutory requirements in respect of this contract such as compliances of GST etc. CONCOR will not be held responsible for any mishap occurs during the contract period such as accidents /fatal accidents etc. at the time of delivery of items engaging the personnel by the tenderer.

**(X) UNSATISFACTORY PERFORMANCE & CONSEQUENCES THEREOF:-**

1. The contractor shall work in close consultation with and as per guidance and direction of Terminal in charge or officers and staff of respective depots.
2. In addition, in the event of unsatisfactory service or any failure at any time on the part of contractor to comply with the terms and provisions of this contract to the satisfaction of CONCOR, the contractor shall be liable to be fined up to Rs. 500/- (Rupees; Five Hundred only) on every single occasion at the sole discretion of the Terminal In-charge/Office In charge. However, the contractor, if desires, can make an appeal to Chief General Manager/Regional Head and whose decision is final in this case.
3. The contractor 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 contractor. In such cases CONCOR shall be at the liberty to carry on the work under this agreement through any other agency and all expenses incurred on this account shall be at the sole risk and responsibility of the contractor and shall be recovered from any money due to him or from his security deposit.
4. In the event of contractor's not performing the requisite services, CONCOR shall be at liberty to carry on work under this agreement through any other agency directly for the work and all expenses incurred on this account shall be at the sole risk, responsibility and cost of the contractor and shall be recovered from any money due to their OR from their Security Deposit referred to in this Agreement.
5. Furthermore, in case of repeated failures/unsatisfactory performance on part of the contractor, it shall be open for CONCOR to give a show cause notice to the contractor seeking for reply for such failures/unsatisfactory performance within 10 days and in case of CONCOR being not satisfied with the reply of the contractor, 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, (ii) get the balance work done at the risk and cost of the contractor by making an alternative arrangement as deemed necessary and (iii) recover from the contractor any extra expenditure incurred by CONCOR in getting the work done and damages which CONCOR may sustain as a consequence of such action.
6. If the extra expenditure incurred is more than the Security Deposit proposed to be forfeited, the expenditure over and in excess of the security deposit may be recovered by deducting the said amount from any pending bills of the contractor by CONCOR under this or any other of his contract with CONCOR anywhere in India or otherwise. The contractor shall have no claim whatsoever against CONCOR in consequence of the termination of contract as stated above.
7. The Chief General Manager/Regional Head of CONCOR/WR is the person who shall be empowered to consider waiver of the above-mentioned penalties on any account either in part or in full at his sole discretion.

**(XI) Exit Clause:**

CONCOR will also have the Liberty to seek a cause of termination of contract by serving an advance 30(thirty) days' notice against contractor in case there are strong business reasons for it doing so as determined by its management.

**(XII) GENERAL:-**

- (i) 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/WR (Western Region), 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.
- (ii) 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/WR (Western Region), and his decision shall be final and binding on both the parties.
- (iii) Any legal proceedings in respect of any matter of claim or dispute arising out of this tender, that can be instituted in appropriate Courts/ Tribunals / Forums in Mumbai only, which shall have sole and exclusive jurisdiction to try any cause/ dispute.

**(XIII) ARBITRATION:**

- (i) In case of any disputes arising out of interpretation of any of the provisions of this contract, the Chief general Manager/WR shall 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.
- (ii) Subject as aforesaid, the provision of the Arbitration Act 1996 or any statutory Modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- (iii) 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.
- (iv) The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.
- (v) 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.
- (vi) 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.
- (vii) The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- (viii) The venue of arbitration is such place as may be fixed by the Arbitrator in his sole Discretion.
- (ix) The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

**The fees and expenses of the Arbitrator shall be shared equally between CONCOR and other party to the dispute i.e Vendor/Supplier/Contractor.**

**Annexure - I**  
**SCHEDULE OF RATES (SOR)-Financial Bid**

<b>Printing Items</b>		<b>Unit i.e. packets/b oxes/books etc.</b>	<b>Estimated Quantity/ units per annum</b>	<b>Rates quoted Per Unit ( In Rs.) (Excluding applicable Taxes)</b>	
<b>SR. NO.</b>	<b>Description</b>			<b>Figure</b>	<b>Words</b>
1	Letter Head allhabad star 100 gsm(BIG) (100X1) ¼ , 3 col printing	PER set of 100	52		
2	Visiting Card N/t Japan with 3 colour printing( both sides/bilingual)	PER CARD	5200		
3	Money receipt(300X1)80gsm 70 ss+ colour col 1/5	PER BOOK( 100 X 3)	5		
4	Job Order book((1+2) 80gsm sunshine + col+ col 1/6 size, & numbering	PER BOOK( 100 X 3)	42		
5	Flat Files(Sumo) Files (With CONCOR Logo)	PER UNIT	1324		
6	Plastic Folders ('L' Folder) with CONCOR Logo	PER UNIT	1300		
7	Identity Cards (with satin holder ribbon with CONCOR Logo)	PER CARD	80		
8	Envelopes 16" X 12" <b>with Cloth</b> light green colour	PER 1000	2200		
9	Envelopes 12" X 10" <b>with Cloth</b> light green colour	PER 1000	2800		
10	Envelopes 11" X 5" White colour	PER 1000	5000		
11	Envelopes 11" X 5" White colour (With Window)	PER 1000	2600		
12	Spiral Writing Pad (With CONCOR Logo) 50 Pgs	PER DOZEN	150		
13	Export Loaded in register/3(1x400) 80 gsm F/c, ledger full rexin bond	PER REGISTER	10		
14	Export Loaded out register/3(1x400) 80 gsm F/c, ledger full rexin bond	PER REGISTER	15		
15	Import Loaded in register/3(1x400) 80 gsm F/c, ledger full rexin bond	PER REGISTER	15		

<b>Printing Items</b>		<b>Unit i.e. packets/books etc.</b>	<b>Estimated Quantity/ units per annum</b>	<b>Rates quoted Per Unit ( In Rs.) (Excluding applicable Taxes)</b>	
<b>SR. NO.</b>	<b>Description</b>			<b>Figure</b>	<b>Words</b>
16	Import Loaded out register/3(1x400) 80 gsm F/c, ledger full rexin bond	PER REGISTER	10		
17	Carting Reg (Shed) (1x400) 80gsm ledger paper full rexin bond fc	PER REGISTER	20		
18	Empty Container outward reg (1x400) 80 gsm F/c ledger paper full rexin bond	PER REGISTER	10		
19	Import LCL register (1x400) 80gsm ledger paper full rexin bond fc	PER REGISTER	25		
20	Empty Container Inward reg(1x400) 80 gsm F/c ledger paper full rexin bond	PER REGISTER	15		
21	Tally Sheet ¼ 80gsm ballr sunshine(200x1) white ss	PER BOOK	500		
22	Carting Reg (Gate) (1x400) 80gsm (15X20)ledger paper full rexin bond	PER REGISTER	20		
23	Stuffing programme sheet(Loose)80gsm 19 kg ledger 20x30 half west coast	PER 1000 COPIES	8000		
24	Loading permission Cargo (1+2) ¼ 80+col+col 70 F/back(300x1) top pad	PER BOOK	260		
25	Job order for Seal cutting/Reworking 80gsm sunshine + colour.ballar(400x1) ¼	PER BOOK	230		
26	Form 13 (100 per book) ¼ 80 gsm pink	PER BOOK	50		
27	Form 13 (100 per book) ¼ 80 gsm white	PER BOOK	50		
28	Form 13 (100 per book) ¼ 80 gsm yellow	PER BOOK	0		
29	CONCOR Stuffing Sheet loose form fc white 80 ss	PER 1000 COPIES	76000		
30	CCN Ball. col ¼ f/back printing	PER 1000 COPIES	18000		
31	Cargo labels 7"x5" 80 gsm	PER STICKER	10000		
32	Gate pass book size(1+2) ¼ 80 ss white+col+col 7 numbering.	PER BOOK	40		
33	Back to Town(200X1) 80 gsm ss+col fc	PER BOOK	10		
34	Receipt/gate Pass for Sample cargo for Customs Examination 80 ss (1+2)	PER BOOK	10		



Stationery Items		Brand	Unit i.e. packets/b oxes/ books etc.	Estimated quantity/ units per annum	Rates quoted Per Unit ( In Rs.) (Excluding applicable Taxes)	
SR. NO.	Description				Figure	Words
1	A/4 Xerox Paper	Copy Power	Pkt	1480		
2	Stapler Pin (small)	Kangaroo	Box	205		
3	Stapler Pin (big)-heavy duty 1/4"	Kangaroo	Box	70		
4	Hi-lighter markers(Yellow Colour)	Fabercast le	Pc	95		
5	White cello tapes	555 wonder	Pc	77		
6	Brown cello tapes-2"	555 wonder	pc	65		
7	Box file(Pvc Covered)	Apple 8181	Pc	1456		
8	M.S. Paper Clips(35 mm)	Vikram	Pkt	79		
9	Yellow post-it slip (3 A)	Post-it	Pkt (100)	59		
10	Coloured strips-page markers - 3 & 5 colours	Prompts	Pkt (200)	66		
11	Pens	Montex Mega Top Pen	Pc	1250		
12	Pens	Uni Ball	Pc	150		
13	Binder clip (32 MM) Colored	SDI	Box (12)	50		
14	Binder clip (41 MM) Colored	SDI	Box (12)	50		
15	Glue stick (15 Gms)	Fevistick	Pc	95		
16	Stapler(Small)	Kangaroo HD10 D	Pc	63		
17	Stapler(Big)	Kangaroo HP 45	Pc	19		
18	Pencil	Apsara	Pc	120		
19	Eraser	Apsara	Pc	80		
20	Sharpner	Apsara	Pc	55		
21	Steel Scale -12"	Ajanta	Pc	48		
22	Correction Writing Pen	Fabercast le	Pc	54		
23	Permanent Marker	Fabercast le	Pc	139		
24	White Board Marker	Fabercast le	Pc	29		
25	Duster	Omega	Pc	14		
26	Small scissor	Cartini	Pc	32		
27	Liquid Gum (100 ml)	Camel	Pc	120		
28	Punching Machine-Medium	Kangaroo	Pc	40		
29	Long Note Book(A-4 Size) 200 Pages	Sundara m	Pc	104		
30	Spring files (plastic coated)	Satyam	Pc	676		

31	Writing pads with cover - 1/4" (50 pages) SP-2	Sundaram	Pc	150		
SR. NO.	Stationery Items	Brand	Unit i.e. packets/b oxes/ books etc.	Estimated quantity/ units per annum	Rates quoted Per Unit ( In Rs.) (Excluding applicable Taxes)	
	Description				Figure	Words
32	Patti File	SPS	Pc	120		
33	Magnetic Buttons	MAGNET	Pkt(12)	18		
34	3 In 1 File Adaptor	The branch	Pkt(100)	15		
35	Stamp Pad-Big	Camel	Pc	20		
36	Stamp Pad Ink-110 ml	Camel	Bottle	60		
37	Stapler Pin(Jumbo)23/7(5/8")	Kangaroo	Pckt	20		
38	Register-2Quire	Prince/Nayana/Sundaram	Register	80		
39	Register-4Quire	Prince/Nayana/Sundaram	Register	80		
40	Register-6Quire	Prince/Nayana/Sundaram	Register	60		
41	Carbon Paper	Cores	Box	10		
42	Rubber Band	Vandana	Box	20		

**Note:- The tenderer is required to quote the rates for all the items, failing which their tender will not be considered, even though the tenderer's rates are lower.**

**Annexure - II**  
**AGREEMENT**

**(To be executed on Bond paper of Rs. 100/-)**

**Agreement for Acting as Contractor for Supplying of Stationery & Printing items to CONCOR-MRO, CFS-DRT and ICD-Mulund( E ).**

Contract Agreement No. \_\_\_\_\_

Dated \_\_\_\_\_

This agreement made this \_\_\_\_\_ Day of \_\_\_\_\_ 2018 (Two Thousand and Eighteen) between the Container Corporation of India limited.(A Govt. of India Undertaking), CONCOR BHAVAN, C-3, Mathura Road, Opp; Apollo Hospital, New Delhi, 110076, represented herein by the ----- (hereinafter called CONCOR) of the ONE PART and the \_\_\_\_\_, represented herein by the \_\_\_\_\_ (hereinafter called the "Contractor" which expression shall be deemed to include his/their respective Heirs, Executors, Administrators, Legal Representative, Successors and Assignees) of the OTHER PART for the purpose of performing the work of ----- at----- at the rates and under the terms and conditions specified in the Tender document and its annexures.

Whereas the Contractor has agreed with CONCOR to perform all the operations set forth in the tender document and its annexures, which shall be treated as an integral part of this agreement, up on the terms and conditions governing contract annexed.

In consideration of the payments to be made by CONCOR, the Contractor shall duly perform the said operations in the said tender document 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, fulfil and honour all the conditions herein 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 agreed that if the contractor observes and honour the said terms and conditions of contract, CONCOR will pay or cause to be paid to the contractor for the operations on the completion thereof, the amounts 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.

CONTRACTOR

For and on behalf of Container Corporation of India Ltd.

WITNESS  
(NAME, SIGNATURE & ADDRESS)

WITNESS  
(NAME, SIGNATURE & ADDRESS)

1. ....

1. ....

2. ....

2. ....

**Annexure - III**  
**BANK GUARANTEE FORMAT**

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 Contractor) to [Name of tender] and also load/unload containers in CONCOR Terminal [.....] on its behalf on the terms and conditions of the agreement dated [.....]. made between [..... 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 containers or cargo therein or the Container Corporation of India Ltd., by reason of any failure of the contractor to handle or carry containers/cargo safely in contravention of 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 contractor to perform the said operations safely without damaging the cargo/containers. 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 (Period to be specified as per contract condition, including extension period 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.
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 contractor 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 contractor 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

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