



**CONCOR AIR LTD
(A Government of India Enterprises)
SANTACRUZ AIR CARGO TERMINAL**

**Near Milan Subway Bus Stop, Off Western Express Highway,
CTS No.2085, Vileparle (East), Mumbai-400099**

OPEN TENDER (TWO BID SYSTEM)

***(TENDER FOR PROVIDING PRINTED STATIONERY ITEMS AT SANTACRUZ AIR CARGO
TERMINAL (SACT) MUMBAI).***

**ESTIMATED CONTRACT VALUE APPROX RS 23.51 LAKHS, EXCLUDING TAXES FOR
TWO YEARS.**

(Tender Form is Non-Transferable)

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

Tender Notice no: - CAL/SACT/ADMIN/PRINT-STATIONERY/01/2018

Dt :- 23/06/2018

TENDER FOR PROVIDING PRINTED STATIONERY ITEMS AT SANTACRUZ AIR CARGO TERMINAL (SACT) MUMBAI.

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 23/06/2018 TO 16/07/2018**
5. DATE & TIME FOR SUBMISSION OF TENDER : **17/07/2018 up to 1500 hrs.**
6. TENDER WILL BE OPENED ON/AT : **17/07/2018 at 15:30 hrs.**
7. ADDRESS FOR SUBMISSION OF TENDER AND OPENING: **O/o CHIEF EXECUTIVE OFFICER,
CONCOR AIR LTD
SANTACRUZ AIR CARGO TERMINAL
Near Milan Subway Bus Stop,
Off Western Express Highway, CTS
No.2085, Vileparle (E),Mumbai-400099.**

SIGNATURE OF THE OFFICIAL
ISSUING TENDER FORM

OFFICIAL SEAL

Note: Tenderers may download the tender document from our web site www.concorindia.co.in or from 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 AIR LTD 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: - CAL/SACT/ADMIN/PRINT-STATIONERY/01/2018

Dt :- 23/06/2018

Dear Sir,

Sub: Tender for providing Printed Stationery items at Santacruz Air Cargo Terminal (SACT) Mumbai.

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 Envelope 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 Printed Stationery items at Santacruz Air Cargo Terminal (SACT) Mumbai". The tenders will be opened on 17.07.2018 at 15:30 hrs. Only the Pre-qualification bids in "Envelope-A" will be opened on 17.07.2018 at 15:30 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 EXECUTIVE OFFICER, CONCOR AIR LTD, Santacruz Air Cargo Terminal, Near Milan Subway Bus stop, Off Western Express Highway, CTS No.2085, Vileparle (E), Mumbai-400099, so as to reach the nominated office not later than 1500 hrs on the date 17.07.2018 of submission or deposited in the special tender box allotted for the purpose in the office of CHIEF EXECUTIVE OFFICER. This special tender box will be sealed at 1500 hrs on dated 17.07.2018. The tender will be opened at 15:30 hours on the same day. The tender papers will not be sold after 1700 hrs on 16.07.2018. 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 or 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. 47,040/- (Rupees Forty Seven thousand forty 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 AIR LTD 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 AIR LTD 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 CONCOR AIR LTD

(Chief Executive Officer)

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. **47,040/-(Rupees. Forty Seven Thousand fortyOnly)** towards Earnest Money Deposit (EMD) in favour of CONCOR AIR 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 CONCOR AIR 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. 2015-16, 2016-17 and 2017-18. 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. 2015-16, 2016-17 and 2017-18 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 AIR LTD 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.
- 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. 2015-16, 2016-17 and 2017-18 should not be less than 21.17 Lakhs.(Rs. Twenty one Lakhs seventeen thousand only). Separate proof by way of audited balance sheet & P&L A/c shall be attached for financial years (2015-16 & 2016-17). However, unaudited reports certified by Chartered Accountant/Charter Accountant certificate for FY.2017-18 shall be accepted.

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 Executive Officer, CONCOR AIR LTD, SANTACRUZ AIR CARGO TERMINAL, Near Milan Subway bus stop, Western Express Highway, CTS NO 2085, Vileparle (East), Mumbai -400099. Tender should be sent either by registered post or by hand. All Tenders should reach the office of The Chief Executive Officer, CONCOR AIR LTD at the above mentioned address on or before 15:00 hrs on 17/07/2018. 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 CONCOR AIR LTD, SANTACRUZ AIR CARGO TERMINAL (SACT) to have an idea of actual Printing work involved and to have an idea of the place of delivery of Printed Stationery 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 AIR LTD.
- (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 AIR LTD 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 15.30 hrs on 17/07/2018 in presence of the agencies who may wish to remain present.

(III) Amendment of the Tender documents:

- (i) CONCOR AIR LTD 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 AIR LTD 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 Executive Officer, CONCOR AIR LTD, 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 AIR LTD and CONCOR AIR LTD 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 AIR LTD 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 Executive Officer, CONCOR AIR LTD / SANTACRUZ AIR CARGO TERMINAL (SACT) near Milan subway bus stop, Western Express Highway, CTS No. 2085, Vileparle (East), Mumbai-400099 for execution of contract document (Agreement) within Ten days of the date of issue of LOI (Letter of Intent) issued by CONCOR AIR LTD'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 AIR LTD. 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). CEO/CAL may extend the time for execution of Agreement or starting the work by 30 days each, on the request of the Contractor, or in the interest of CAL, if there are sufficient reasons for doing so.
- (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 AIR LTD may initiate any other action if need arises, including termination of the contract. In such an eventuality, CONCOR AIR LTD 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 AIR LTD 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 SANTACRUZ AIR CARGO TERMINAL (SACT) Mumbai-400099.
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 amount arrived for the all the 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 cumulative 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 AIR LTD 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 AIR LTD 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 Stationery items mentioned under Annexure-I for Schedule of Rates, otherwise their bids will be summarily rejected.
- (iii) CONCOR AIR LTD 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 including obligatory period and in between no escalation will be considered.
- (v) The material shall be delivered at the nominated place without any additional cost.
- (vi) The bidder has to quote the rates in both figures and words. In case of discrepancy in rate quoted in words & figures, the rate quoted in words will be prevailed.

- (vii) Supply of Items: - The successful Bidder has to supply Printing Stationery Items at the following Terminal on his own cost.
- (1)SANTACRUZ AIR CARGO TERMINAL (SACT), Near Milan subway bus stop, Western Express Highway, CTS NO. 2085, Vileparle (east), Mumbai- 400099.
- (viii) Material shall be supplied by the party only after receiving job order/purchase order from CONCOR AIR LTD Office. 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 AIR LTD, SANTACRUZ AIR CARGO TERMINAL.
- (x) If the party fails to supply the material within the prescribed time limit, then CONCOR AIR LTD 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 AIR LTD 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 SANTACRUZ AIR CARGO TERMINAL (SACT), where the items are delivered for processing for payment by SACT.
- (iv) A claim/bill for the services rendered under this contract shall be made by the contractor to CONCOR AIR LTD 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 Executive Officer of CONCOR AIR LTD may consider such cases.

(IV) Payment:-

Payments due to the contractor will be made on receipt of bills from the contractor and after scrutiny. 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 AIR LD. 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 AIR LTD 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 AIR LTD, 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 AIR LTD 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 AIR LTD 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 AIR LTD.
- 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 AIR LTD
- 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 AIR LTD and propose amendment to this agreement so as to pass the incremental benefit to CONCOR AIR LTD 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 AIR LTD for any delay or denial of input tax credit along with the consequential liability, if any, as may accrue to the CONCOR AIR LTD.
- 7 A claim for the services rendered under this contract shall be made by the contractor to CONCOR AIR LTD 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 Executive Officer of CONCOR AIR LTD may consider such cases.

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

1. The contractor will be required to deposit a sum of Rs. 47,040/-(Rupees Forty Seven Thousand forty Only) as earnest money along with completed tender documents as per pre-qualification bid by crossed demand draft drawn in favour of CONCOR AIR 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 AIR LTD.
3. The EMD shall be forfeited to CONCOR AIR LTD , 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) that 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 “CONCOR AIR 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 AIR LTD. 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 AIR LTD before getting it from nationalized bank.

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

(VII) RECOVERY FROM SECURITY DEPOSIT

1. CONCOR AIR LTD 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 AIR LTD, 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 AIR LTD shall deduct the same from the amounts due to the contractor.
2. The security deposit referred to above shall be forfeited to CONCOR AIR LTD 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 AIR LTD'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 AIR LTD and the contractor or between CONCOR AIR LTD and any third party or in respect of any money due to CONCOR AIR LTD, in reference to this contractor or other contracts entered into by the contractor singly or jointly with others and CONCOR AIR LTD, CONCOR AIR LTD shall detain the security deposit or such balance thereof and/or other amounts payable to the contractor as CONCOR AIR LTD 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 AIR LTD.

(IX) STATUTORY COMPLIANCE:-

The contractor shall comply with all the statutory requirements in respect of this contract such as compliances of GST etc. CONCOR AIR LTD 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 AIR LTD, 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 Executive Officer CONCOR AIR LTD and whose decision is final in this case.
3. The contractor shall at all times ensure that his performance is satisfactory, falling which CONCOR AIR LTD 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 AIR LTD 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 is not performing the requisite services, CONCOR AIR LTD 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 AIR LTD 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 AIR LTD 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 AIR LTD 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 AIR LTD in getting the work done and damages which CONCOR AIR LTD 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 AIR LTD under this or any other of his contract with CONCOR AIR LTD anywhere in India or otherwise. The contractor shall have no claim whatsoever against CONCOR AIR LTD in consequence of the termination of contract as stated above.
7. The Chief Executive Officer/ CONCOR AIR LTD 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 AIR LTD 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 Executive Officer, CONCOR AIR LTD, 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 Executive Officer, CONCOR AIR LTD, 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 Executive Officer/ CONCOR AIR LTD shall appoint an arbitrator. There will be no objection if the arbitrator so appointed is an employee of CONCOR AIR LTD 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 and Conciliation (Amendment) Act, 2015 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 AIR LTD and other party to the dispute i.e Vendor/Supplier/Contractor.

Annexure - II
AGREEMENT

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

Agreement for Acting as Contractor for Supplying of Printed Stationery items to CONCOR AIR LTD.

Contract Agreement No. _____ Dated _____

This agreement made this _____ Day of _____ 2018 (Two Thousand and Eighteen) between the CONCOR AIR LTD. (A Govt. of India Enterprises), CONCOR BHAVAN, C-3, Mathura Road, Opp; Apollo Hospital, New Delhi, 110076, represented herein by the ----- (hereinafter called CONCOR AIR LTD) 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 AIR LTD 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 AIR LTD , 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 AIR LTD 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 AIR LTD hereby agreed that if the contractor observes and honour the said terms and conditions of contract, CONCOR AIR LTD 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 AIR LTD.

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

CONTRACTOR

For and on behalf of CONCOR AIR LTD.

WITNESS
(NAME, SIGNATURE & ADDRESS)

WITNESS
(NAME, SIGNATURE & ADDRESS)

1.

1.

2.

2.

Annexure - III
BANK GUARANTEE FORMAT

In consideration of CONCOR AIR LTD., acting through the Chief Executive Officer, 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] [.....] 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 CONCOR AIR LTD., an amount not exceeding [Rs..... only] against any loss or damages caused to or suffered by the _____ therein or the CONCOR AIR LTD., by reason of any failure of the contractor to _____ 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 Executive Officer, CONCOR AIR LTD., stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the CONCOR AIR LTD., by reason of any failure of the said contractor to perform the said operations safely without damaging the _____. 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 CONCOR AIR 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 CONCOR AIR 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 CONCOR AIR 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 AIR LTD. If the guarantee is not renewed or the period extended on demand, we [Name of Bank] Bank shall pay the

CONCOR AIR LTD. the full amount of the guarantee on demand and without demur.

6. We [Name of Bank] Bank, further agree with the CONCOR AIR LTD., that the CONCOR AIR 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 CONCOR AIR 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 CONCOR AIR 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 CONCOR AIR 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

Annexure-I Schedule of Rates (SOR) Financial Bid

Sr. No	Item Description	Colour coding	Size	Paper quality	with numbering / serial no.	Remark 1	Remark 2	Remark 3	PERFORATION	No. of pages in each register/pads/box	Unit	Estimated Annual Quantity (units)	Unit Rate (in figures) (Excluding applicable Taxes)	Unit Rate (In words) (Excluding applicable Taxes)
1	Computer Paper (Carbonless)	NA	10x12x11 2 UP	SS paper 60 GSM	No	1000 2UP copies			Yes	500	Box	550		
2	Computer Paper (Carbonless)	NA	10x12x11 2 UP	SS paper 60 GSM	No	1000 2UP copies			Yes	500	Box	240		
3	Computer Paper	NA	10x12x1	(80 column, 60 GSM)	No				Yes	2000	Box	90		
4	Cargo Arrival Register	Single Colour	Legal Paper Size	70 gsm MAPLITHO	Yes	With Centre and Corner cloth Register type binding	Both Side Consist One Page	Numbering to be done in continuity	NA	100	Register	240		
5	Transit Cargo Register	Single Colour	Legal Paper Size	80GSM Ledger Paper	Yes	With Centre and Corner cloth Register type binding	Both Side Consist One Page	Numbering to be done in continuity	NA	100	Register	12		
6	VAL Cargo Register	Single Colour	Legal Paper Size	80GSM Ledger Paper	Yes	With Centre and Corner cloth Register type binding	Both Side Consist One Page	Numbering to be done in continuity	NA	100	Register	36		
7	Cargo Inventory Register	Single Colour	Legal Paper Size	70 gsm MAPLITHO	Yes	With Centre and Corner cloth Register type binding	Single Side Consist One Page	Numbering to be done in continuity	NA	100	Register	24		
8	Galaxy Cargo Checklist (Inbound/Outbound)	Single Colour	8.25" x 11"	70 gsm MAPLITHO	No				Yes	100	Pad	168		
9	Departure Inventory - Departure Cargo Loading Cum Screening Check Sheet	Single Colour	8.25" x 11"	70 gsm MAPLITHO	No				Yes	100	Pad	240		
10	Weight Report	Single Colour	8.25" x 11"	70 gsm MAPLITHO	No				Yes	100	Pad	420		
11	Letter Head	3 Colours	A4	100 gsm MAPLITHO	No					1000	Pad	5		
12	Visiting Card	3 Colours	92x54 mm	300 gsm Ivery CARD	No	Front Printing in English & Back Printing in Hindi				1	Piece	1000		
13	SACT Entry Permit	Single Colour	92x54 mm	300 gsm CARD	No					1	Piece	2000		
14	White Envelopes (Printed)	Single Colour	9.5" x 4.5"	80 GSM	No					1000	Per Pak. (of 1000)	2		
15	White Envelopes (Printed)	Single Colour	10" x 12"	80 GSM	No					1000	Per Pak. (of 1000)	1		
16	White envelope (Printed)	Single Colour	16" x 12"	80 GSM	No					1000	Per Pak. (of 1000)	1		
17	Manual Receipt Books (Carbonless)	Single Colour	8.25" x 5.5"	60 GSM	Yes	50 receipts per pad	1+2 copies with colour scheme	Numbering to be done in continuity	Yes	50	Pad	25		

Note :

01) For Sr.No 4,5 & 6 Both side consist one page means physical pages should be double of no. of pages mentioned in the column " No. of pages in each register/pads/box".

i.e if no. of pages is given as 200, then the physical pages in the register should be 400.

02) GST if applicable will be paid extra at applicable rates, all other taxes, levies, charges shall be inclusive in the rates quoted above.

03) The Tenderer is required to quote the rates for all the items, failing which their bid will not be considered, even though the tenderer's rates are Lower.

04) In case of discrepancy in rate quoted in words & figures, the rate quoted in words will be prevailed.

05) The evaluation will be done on cumulative amount arrived for the all the items quoted in Annexure - I.

06) The bidders who stands lowest in cumulative rates will be considered subject to fulfilment of all tender condition.