



**कॉनकोर
CONCOR**

**South Central Region
Secunderabad**

**CONTAINER CORPORATION OF INDIA LTD(CONCOR).
(A Govt. of India Undertaking, Under Ministry of Railways)
South Central Region
601-603, 6th Floor, Navketan Building, Opp. Clock Tower
SD Road, Secunderabad 500 003**

OPEN TENDER: SINGLE BID SYSTEM

For

**Contract for Licensing of Space for Providing & Operating Telephone Facility with
STD/ISD/PCO/FAX/Photocopy & Internet Services**

at

**Inland Container Depot (ICD)
New Goods shed Road, Moosapet, Santhnagar
Hyderabad 500 018**

Tender Cost Rs.590/- (Rupees Five Hundred and Ninety Only)-inclusive of GST

2019

Estimated Value : Rs.6 lakhs

DATE & Time of submission of Bids : Upto 1500 HRs on 25-01-2019

DATE & Time of Opening of Bids : At 1530 HRs on 25-01-2019

TENDER FORM

No: CON/SCR/STD-PCO/ICD-SNF/2019

Date: 04-01-2019

Tender for Contract for Licensing of space for Providing & Operating Telephone Facility with STD/ISD/PCO/FAX AND Photocopy & Internet Services at Inland Container Depot (ICD) New Goods shed Road, Moosapet, Santhnagar,Hyderabad 500 018

1	Serial number assigned to the tender form	
2	Name of the applicant to whom issued	
3	Full address of the Tenderer	
4	Date of Issue of tender document to the tenderer	
5	Date of Sale of tender document	From 04-01-2019 to 24-01-2019 Between 10.00 Hrs to 18.00 Hrs on all working days from Monday to Friday) at Regional Office South Central Region , 601-603, 6 th Floor, Navketan Building, Opp. Clock Tower, SD Road, Secunderabad 500 003
6	Last Date for submission by:	25-01-2019 upto 15.00 hrs at above address Sr.no.05.
7	TENDER will be opened on:	25-01-2019 at 15.30 hrs at above address Sr. No. 05.

Full signature of the
 Official Issuing Tender Form
 With Official seal
 Name in block letters., Designation.....

This Tender Document is not transferable under any circumstances.

Earnest Money Deposit (EMD) – **Rs.12,000/- (Rupees: Rupees Twelve Thousand only)**.
 THIS TENDER FORM COMPLETED IN ALL RESPECTS SHOULD BE SUBMITTED BY 15.00 Hrs on **25-01-2019 upto 1500 Hrs** AT THE OFFICE OF THE CHIEF GENERAL MANAGER, CONCOR, Regional Office **South Central Region**, 601-603, 6th Floor, Navketan Building, Opp. Clock Tower, SD Road, Secunderabad 500 003
 TENDER BID WILL BE OPENED AT 15.30 Hrs ON **25-01-2019** AT THE ABOVE ADDRESS.

CHAPTER-I**TENDER LETTER**

The complete set of tender papers for the contract for “ **Licensing of Space for Providing & Operating Telephone Facility with STD/ISD/PCO/FAX/Photocopy & Internet Services at Inland Container Depot (ICD) New Goods shed Road, Moosapet, Santhnagar,Hyderabad 500 018**, is enclosed. Please note that this set of tender documents comprising of the following contents is not transferable under any circumstances:-

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You are advised to go through the tender document carefully and understand various provisions contained therein along with their implications. You are required to submit your offer in **a sealed envelope** containing all the documents listed in the Chapter -III (Eligibility Criteria of the Tender) as well as tender document including Annexure-A for quoting of License Fee. Please ensure that all the documents listed in the chapter -III-Eligibility Criteria of the Tender are complete in all respects as mentioned in that Chapter-III. All the pages of tender document must be signed by you (intending tenderer) or such person on his behalf as is legally authorized to sign for and on his behalf and embossed with official seal at the time of submission. Besides, all the enclosures are also to be signed by the intending tenderer or such person on his behalf as is legally authorized to sign for and on his behalf and embossed with official seal and these enclosures, except Demand Draft.

Tender (sealed covers) must be enclosed in sealed cover, superscripted “Tender No. CON/SCR/STD-PCO/SNF/2019 and Name of Work '**Licensing of space for Providing & Operating Telephone Facility with STD/ISD/PCO/FAX/ Photocopy & Internet Services at Inland Container Depot (ICD) New Goods shed Road, Moosapet, Santhnagar,Hyderabad 500 018**”, and must be sent by registered post / courier to the address of the **Chief General Manager, CONTAINER CORPORATION OF INDIA LTD**, Regional Office **South Central Region**, 601-603, 6th Floor, Navketan Building, Opp. Clock Tower, SD Road, Secunderabad 500 003 so as to reach the nominated office not later than **15.00 HRS on 25-01-2019** or deposited in the special tender box allotted for the purpose in the office of **Chief General Manager, CONTAINER CORPORATION OF INDIA LTD**, Regional Office **South Central Region**, 601-603, 6th Floor, Navketan

(Seal and Signature of Tenderer)

Building, Opp. Clock Tower, SD Road, Secunderabad 500 003. This special tender box will be sealed at 1500 Hrs on **25-01-2015** The tender will be opened at 1530 Hrs on the same day. The tender papers will not be sold after **18:00 hours on 24-01-2019**. Any tender received after specified date and time of submission of tender shall be summarily rejected.

Please note that the tender offers will be taken out from the box at 15.30 hrs on the same day i.e **25-01-2019** at Office of the Chief General Manager, Container Corporation of India Ltd., Regional Office **South Central Region**, 601-603, 6th Floor, Navketan Building, Opp. Clock Tower, SD Road, Secunderabad 500 003, in the presence of such tenderers as are present. You may either be present yourself or send your duly authorized representative at the time of tender opening.

The envelope containing the **Bids** shall be opened at **15.30 Hrs on 25-01-2019** in the office of the Chief General Manager, Container Corporation of India Ltd., Regional Office **South Central Region**, 601-603, 6th Floor, Navketan Building, Opp. Clock Tower, SD Road, Secunderabad 500 003. Any offer received after 15.00 hrs but before the opening of tender box at 15.30 hrs will be considered to be as **Delayed Tender**. The Tenders received after opening of the tender box, i.e., after 15.30 hours will be considered as **Late tenders**. Tenders received after specified date and time of opening will be treated as **Post tenders**. Delayed Tender / Late Tender / Post Tender **shall not be opened** and will be summarily rejected.

As far as Downloading of Tender document is concerned the bidders who are downloading the tender document from CONCOR website www.concorindia.com and willing to participate in this tender must comply with terms & conditions mentioned in the tender document and any changes/modifications made in the tender document (Downloaded) will liable for rejection .

The tenderer may down load the tender document from the CONCOR website www.concorindia.com and the same may be submitted along with the cost of tender document Rs. 590/- by way of demand draft/pay order in favour of Container Corporation of India Ltd, payable to Secunderabad/Hyderabad along with Earnest Money Deposit (EMD) as specified under the tender, together with necessary documents as called in the tender, at the time of submission of tender document in the manner specified herein above. In case of non-submission of cost of tender document, EMD and requisite documents, the tender will be liable to be rejected.

The tenderer has to indemnify CONCOR for any losses accrued due to alteration/modification made in the terms and conditions including general Conditions of the Tender.

If at any stage, changes/modifications are noticed in the tender document, the tenderer will abide by the original terms & conditions including General Conditions of the tender, failing which CONCOR reserves the right to reject the tender and/or terminate the contract

CONCOR reserves the right to :

- Accept or reject any or all the Pre-Qualification Bids in part or in full.

(Seal and Signature of Tenderer)

- Accept or reject any or all the Financial Bids in part or in full irrespective of their being the highest.
- Relax the tender conditions at any stage if considered necessary for the purpose of finalizing the contract in the overall interest of CONCOR.
- Retender or negotiate with the highest tenderer as regards the rate of license fee, terms and conditions of the tender.
- Disqualify the tenderers blacklisted by State/Central Govt. undertakings/Public Sector Units or whose contracts have been terminated on account of poor performance.
- Disqualify the tender at any stage if the Contractor Performance found to be unsatisfactory.
- Split the contract for different locations based on the highest license fee quoted by the tenderes, being provided for them for the said activities
- Adopt various procedures in evaluation the rates & finalizing the tenders.

You are requested to peruse the tender documents carefully so as to avoid rejection of the tender for non-compliance with the necessary instructions or with Terms and Conditions.

You are requested to ensure that the tender documents, including the Pre-Qualification Bid and the Financial Bid are submitted after full consideration and understanding of the work envisaged under this contract as defined subsequently.

Chief General Manager
South Central Region
For and on behalf of Container Corporation of India Ltd.

CHAPTER-II
Letter of Submission of Tender

To,
The Chief General Manager,
Container Corporation of India Ltd.
Regional Office **South Central Region**,
601-603, 6th Floor, Navketan Building,
Opp. Clock Tower, SD Road, Secunderabad 500 003

Dear Sir,

Sub:- **Tender for Contract for Licensing of space for Providing & Operating Telephone Facility with STD/ISD/PCO/FAX AND Photocopy & Internet Services at Inland Container Depot (ICD), New Goods shed Road, Moosapet, Santhnagar,Hyderabad 500 018**

Ref:- Open tender No. CON/SCR/STD-PCO/SNF/2019 date: 04-01-2019

In response to your tender No. CON/SCR/STD-PCO/SNF/2019 date: 04-01-2019 inviting offers for Providing **Tender for Contract for Licensing of Space for Providing & Operating Telephone Facility with STD/ISD/PCO/FAX AND Photocopy & Internet Services at Inland Container Depot (ICD) , New Goods shed Road, Moosapet, Santhnagar,Hyderabad 500 018**, I/We hereby offer my tender for the said work at the rate of License Fee specified in the Schedule at Annexure –A. I/We hereby certify that I/We have examined and am/are fully familiar with all the provisions of the contract documents and I/We am/are satisfied that we are accurate and agree to abide by all these terms and conditions laid in the tender document.

Following certificates/documents are enclosed herewith: (Put ✓)

- (a) Detailed list of documents indicating documents/statements submitted by bidder as part of Bid.
- (b) Documents required in support of the eligibility criteria as mentioned in Chapter-IV
- (c) Documents indicating on-going contracts along with address with Phone Number of the organization in which similar nature of work is executed, if any.
- (d) Original Tender document (Each folio of Tender Documents shall be signed by the intending Tenderer or such person on his behalf as is legally authorized to sign for and on his behalf and embossed with official seal at the time of submission) shall be submitted in a senior cover.
- (e) I/we enclose an Account Payee Demand Draft on -----(name of the Bank) for Rs.-----/(Rupees----- only) in favour of Container Corporation of India Ltd, Payable at Secunderabad/Hyderabad, as Earnest money Deposit for this tender, in the sealed envelope super scribed "Pre qualification Bid/ Technical Bid"
- (f) (In case of Downloading of tender Document) I/we enclose an Account Payee Demand Draft on -----(name of the Bank) for Rs.-----/(Rupees----- only) in favour of Container Corporation of India

(Seal and Signature of Tenderer)

Ltd, Payable at Secunderabad/Hyderabad, as Tender Document Cost for this tender, in the sealed envelope.

- (g) It is also certified that no addition / modification/alteration has been made in the original tender document down loaded from CONCOR website. I/we also acknowledge receipt of the notice(s) issued as corrigendum, if any, by CONCOR related with this tender document.

I/We hereby declare that this tender on acceptance communicated by you shall constitute valid and binding contract between us.

Yours faithfully,
(Signature and Seal of the Tenderer)

Encl-----

Date:-

CHAPTER-III
ELIGIBILITY CRITERIA OF THE TENDER
(Pre-Qualification/Technical Bid)

The tender must be accompanied by the following documents failing which the bid will be deemed ineligible and technically invalid.

- a) The tenderer having minimum experience of atleast Three years during the last five financial years, ie., between FYs 2013-14 to 2017-18, in Providing and operating either PCO centre or Xerox Centre (for Xerox, the proprietor must be passed 8th class certificate should be enclosed) or both (PCO & Xerox) in a big industrial unit or in large commercial area. The tender will be to submit an experience certificate as stated above in case of having contract with companies/institutions etc and in case of having own business, they should submit a notarized copy of shops & establishment certificate.
- b) Latest performance satisfactory letter duly issued by the employer where the present contract of similar nature is going on, if any. **In case the bidder is working at any of CONCOR's terminals in the same region, his bid should necessarily be accompanied by a satisfactory performance certificate / report from that/those terminal (s). In case, his bid is not accompanied with the above mentioned satisfactory performance certificate/ report, his bid will not be considered.**
- c) The tenderer shall be required to deposit a sum of **Rs.12,000/- (Rupees Twelve Thousand only)** as Earnest Money. The earnest money shall be deposited in the form of a crossed Demand draft / Pay Order drawn in favour of "Container Corporation of India Ltd" payable at Secunderabad/Hyderabad, and valid for a minimum period of **three** months from the date of issue. Bids submitted without EMD will be summarily rejected. No interest shall be allowed on the Earnest money deposited. EMD should be furnished along with the qualification bid/technical bid.
The Earnest money deposited by the successful bidder will be adjusted towards the security deposit but in case the bidder chooses any other option, it will be refunded after receipt of the performance security deposit in full. The earnest money of the unsuccessful bidders will be returned as soon as possible after tender has been finalized. The Earnest money may be forfeited under the following circumstances.
 - If a bidder withdraws his bid during the period of bid validity specified by the purchaser.
 - In case of a successful bidder, if the bidder fails to furnish performance security and fails to sign the contract within stipulated period of Letter of acceptance.
- d) Tender document cost **Rs.590/-** by way of DD in favour of "Container Corporation of India Ltd" payable at Secunderabad/Hyderabad, shall be enclosed, in case this tender document is downloaded from website.

e) All MSEs registered under the following Authority will be regulated as per the conditions detailed at (1)* & (2)* below:-

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

(1)* Such one can get the Tender document/ Sets at free of cost without paying any Tender document fees.

(2)* Such MSEs registered under the agencies mentioned below will be exempted from Earnest Money Deposit.

f) Original tender document (Each folio of tender documents shall be signed by the intending Tenderer, or such person on his behalf as is legally authorized to sign for and on his behalf and embossed with official seal at the time of submission) shall be submitted along with the Schedule for Quoting of License Fee -Annexure-A.

Note:-

(1) The Copies of above listed documents shall be submitted duly notarized, Tender document) along with the tender document duly signed by the intending tenderer/legal authorized person, embossed with official seal. If original documents are required for verification at any stage, the tenderer must furnish the same. Besides if any clarification is required from the tenderer, the same shall be asked, if desired by CONCOR. If necessary, CONCOR may visit the place where the said works are going on for inspection and if any adverse found the tender will become ineligible.

Chief General Manager
South Central Region
For and on behalf of Container Corporation of India Ltd

Chapter-IV

SCOPE OF WORK & TERMS & CONDITIONS GOVERNING THIS CONTRACT

The scope of work indicated below is only a guide. The actual requirements are subject to variations/adjustments depending on the pattern of the work. The scope of work defined hereunder shall not be a basis for any dispute with regard to rate of license fee or for alternation of terms & conditions. Doubts if any, about the interpretation of any of the clause in this document shall be referred to CGM/SCR whose decision in the matter shall be final and acceptable to the tenderer.

1. Tenderers are advised to visit the Inland Container Depot-ICD, Sanathnagar to see themselves the location of PCO Centre premises, where ISD/STD/FAX/PHOTOCOPIER/Internet with PC & Printer are required to be provided.
2. The telephone facility, fax, photocopy services and Email/Internet services in the service building will be used predominantly by officials and visitor of CONCOR, Customs authorities, Shipping Lines, Customs House Agents, Surveyors, road transportation companies, other contractors, visitors, truckers, their staff and drivers of vehicles visiting the ICD etc but will not be opened for general public.
3. The successful tenderer will be allotted a space for setting up the Telephone Facility with STD/ISD/PCO/FAX and Photocopy and Internet Services with PC and Printer at following location, on leave & license basis:

**CONTAINER CORPORATION OF INDIA LTD
INLAND CONTAINER DEPOT (ICD)
NEW GOODS SHED ROAD, MOOSAPET
SANATHNAGAR, HYDERABAD 500018**

4. The successful tenderer (Licensee) SHALL BE PROVIDED ONLY EMPTY SPACE (Room admeasuring apprxo 4.65 Sq mtrs. The tenderer has to develop the infrastructure like Machnies, Tables, partitions, etc for his working.

Please note that the tenderer does not have any right to say that they have invested amount and they want to continue till completion of tenure. It is purely discretion of CONCOR.

At any point of time, the said quantity of machines should be made available in working condition in the Centre. The tenderer has to ensure that the customer should not be dissatisfied with the service being extended by the tenderer.

5. Duration

1. The Licensing arrangement will be initially for a period of Three years from the date of allotment of office space to the bidder. CONCOR shall, however, have the right to exercise its discretion of extending the contract by Two year in case it considers it necessary. The extension shall be granted depending up on performance of the licensee, on the basis of mutually agreed terms and conditions. No request for any change in rate

of License Fee will be entertained during the initial currency of three years. However, the increased rate of License Fee for extended period will be subject to mutual acceptance of both the parties in case CONCOR decides to extend the contract.

2. Regardless of the above, it will be obligatory on the part of licensee to continue at the rate of License Fee prevailing on the last date of the contract even beyond of agreement period, for at least 04 (Four) months or till the new licensing arrangement is finalized, whichever is earlier.
3. That the contract can be terminated at any time before completion of the duration of contract including extension period of contract if any granted, by giving one month notice from either side in normal course. However, CONCOR reserves the right to terminate the contract by giving one month notice in case of violation / unsatisfactory services are observed on the part of the service provider, as mentioned at Clause 19 of this chapter.

1. General Conditions:-

1. The vacant/empty premises for Providing and operating of PCO will be provided by the CONCOR at ICD-Sanathnagar without furniture and fixtures. The successful tenderer shall have to use his own furniture, fixtures, equipments, paper, toner, operators etc. The tenderer has to get service lines from the service providers at his own cost & expenses.
2. The premises so provided will be on leave and license basis only on payment of license fee agreed upon/offered in this contract and the licensee will have no right over the premises whatsoever on & from the date of termination of the contract or completion of contract period as per the terms & conditions of the contract.
3. The tenderer shall vacate the licensed premises peacefully after the expiry of the validated period and/or terminated period and the tenderer shall handover the vacant possession of the same in the same condition as was initially provided at the time of commencement of the licensing agreement, to the authorized representative of CONCOR. The license shall be at his liberty to remove his furniture, fixtures etc without any damage to the CONCOR property. However, in case of any dues payable by the tender after recovering of security deposit, CONCOR is having right to keep the all the furniture and fixtures under CONCOR custody, till clearance of dues if any by the tenderer.
4. The tenderer shall not have any right to claim and/or extension of contract of whatsoever nature on the basis of investment done for Providing and operating of the business, during the currency of the contract or at the time termination of contract.
5. The licensee shall pay in advance by DD/Cheque, the full amount of monthly license fee along with GST or any other taxes as applicable from time to time, at the beginning of each month on or before 7th of the month. In the event of failure to pay the license fee and other dues on the stipulated date, an interest as per the market rate will be charged from the date that has becomes due from the tenderer.

6. Over & above the aforesaid license fee, the license shall have to pay electricity/water charges as fixed by CONCOR from the time to time on actual consumption.
7. Building/Property tax levied by the local/state government authorities will be borne by CONCOR (Licensor).
8. It is the responsibility of the tenderer to keep the space in neat & clean condition with his own cost.
9. The licensee shall deploy sufficient number of staff to ensuring functioning of the facility as per the standard desired by CONCOR and the customers.
10. All persons engaged by the licensee (tenderer) shall be treated, as licensee's own employee and they will claim no privilege form CONCOR. The licensee will be directly responsible for the administration of his employees as regards their wages, uniforms, general discipline and courteous behavior etc.
11. The licensee shall remove & replace the personnel engaged by him for the above purpose, if CONCOR is in the opinion that their behavior is not proper with the customers.
12. All services shall be opened during the office hours on all working days. The working hours will be specified by CONCOR. The services will remain closed by Sunday and other holidays unless specifically desired otherwise by CONCOR. In case the services are to be opened on holidays and kept open beyond office hours, CONCOR can specifically direct the licensee to do so.
13. The licensee shall not carry out any direct business dealing with any customer of CONCOR without prior approval of CONCOR.
14. The licensee shall not sublet or assign the license or use of space provided for Providing and operating the services for proposes other than Providing and operating a STD/FAX/Photocopy services etc and shall not allow anybody to reside in the licensed premises and shall not sue the same or part of it for stocking or keeping articles other than those needed for use.
15. The licensee shall be responsible for all damages or losses to CONCOR property by the licensee or his staff and shall be liable to make good any such loss or damage immediately. Amounts claimed by CONCOR for such damages or losses shall be paid for by the licensee immediately on demand.
16. CONCOR will not be in any way responsible for any loss or damage occurring to any goods, stores or articles that may be kept by the licensee in the premises.
17. If the licensee dies during continuance of the contract agreement in question, the agreement shall absolutely cease and determine that heirs, executors or administrators, assignees, agents and /or other legal personal representatives of the said licensee shall have no right/no interest whatsoever under this agreement other than in respect of a claim for the return/refund of the interest free security deposit subject to the provisions herein contained/mentioned in this agreed shall be deemed to prejudice or effect any claim CONCOR may have against such heirs, executors or administrators, assignees, agents and /or other legal personal representatives for or in respect of any agreement by the said licensee here in contained during his/their life time or any right of indemnity CONCOR may have under and by virtue of the provisions of this agreement.

18. That the possession and control of space provided at ICD/Sanathnagar included the licensed premises shall be that of the licensor throughout and it is clearly understood that the licensee shall not have any right to exclusive possession of the licensed premises at any time.
19. The rates of Telephone charges/Fax/Xerox/Internet charges will be fixed in consultation with CONCOR and the same shall be displayed in a conspicuous place and a complaint book for anyone to record complaints shall also be opened for inspection by persons duly authorized by CONCOR. This licensee shall inform CONCOR administration of the action taken by him in respect of complaints recorded in the book and shall carry out such directions as may be given to him by CONCOR from time to time.
20. CONCOR reserves the right to appoint other agencies for providing same service in the same premises of ICD Sanathnagar if needed.
21. The licensee shall not in any capacity employ any persons of bad character or any whose antecedents have not been investigated by the police authorities, at his own cost.
22. The manpower deployed by the Licensee should have proper Identity Cards and they shall follow all the safety and other instructions as required for any person within the premises of CONCOR.
23. Whenever any license/permission from registration with local/MTNL/state or central authorities is required under the above acts/laws or any other laws governing the work contracted for, the licensee shall at his own cost arrange for such license/permission/registration. He shall also be liable for producing for inspection such certificates and licenses as may be required by the local/MTNL/state or central authorities or CONCOR as and when required.
24. CONCOR shall authorize its official to inspect and over see functioning of services with a view to ensure efficient services. In case there are repeated failures noticed due to failure of licensee, the authorized CONCOR officials can impose a fine up to Rs.1000/- at one time to be paid immediately by the licensee.
25. The licensee will ensure that hazardous or inflammable or any other intoxicating materials are not stored on the premises.
26. The licensee will not change any structure of the space, unless approval granted by CONCOR.

2. Statutory Provisions

1. The licensee shall at his own cost effect, as required, as per the Act, necessary insurance in respect of the staff and other personnel or persons to be employed or engaged in connection with the tendering of the aforesaid services of CONCOR and shall comply with the provisions of all relevant Establishment Act of Contract Labour (R&A)-1970, Workmen's Compensation Act. Payment of Wages Act, Minimum Wages Act, The Employee Provident Fund and Family Pension Fund Act 1952, the Payment of Bonus Act, Employees State Insurance if applicable, Child Labour (Prohibition & Regulation) Act, 1986, and the Industrial Dispute Act-1947, etc.
2. The Licensee shall also comply with all the provisions laid down by the government from time to time that have been prevailing on the contract.

3. The Licensee shall keep CONCOR indemnified from all acts of omission, default, breaches and /or any claim, demands, loss, injury and expenses to which CONCOR may be put to or involved as a result of Tenderers failure to fulfill any of the obligations hereunder and /or under statues and /or any by laws or rules framed there under or any of them. CONCOR shall be entitled to recovery any of such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from monthly bills or from the security deposit of the licensee without prejudice to its any other rights under the law.
4. All the employees so employed/deployed by the Licensee under this contract will be direct employees/workers of the Licensee and will not confer any right to any person so employed to be the employee of or to be on the muster roll of CONCOR at any time whatsoever.
5. The Licensee shall fully indemnify CONCOR against all the payments, claims and liabilities whatsoever incidental to directly arising out of or for compliance with or enforcement of the provision of any of the labour or other laws to the extent they are applicable to establishment/work in CONCOR's ICD Sanathnagar.
6. The Licensee shall pay all levies fees, taxes and charges etc from time to time to appropriate authorities and other bodies as required by them under their rules for Providing and operating the Business Centre at ICD/Sanathnagar.

3. FACILITIES:-

1. Following facilities will require to be provided by the licensee at all time during the pendency of the contract. In case any facility is out of order or not working properly, licensee will require arranging for substitute facility immediately for smooth functioning:

Sr.No.	Location	Area	Equipments to be installed
1.	ICD-Sanathnagar	4.65 Sq Mtrs	Providing and operating Telephonone with STD/ISD/CO/FAX/PHOTOCOPIES/COMPUTER/PRINTER WITH INTERNET AND STATIONERY ITEMS

The tenderer has to provide more machines than the above in case CONCOR considers it's necessary.

4. EARNEST MONEY:-

1. All the Tenderers are required to deposit **Earnest money of Rs.12,000/- (Rupees Twelve Thousand only)** along with completed tender documents. The earnest money is towards an undertaking by the tenderer that he will not retract from his offer or modify the terms and conditions thereof in a manner not acceptable to CONCOR. If the tenderer fail to observe or comply with the said stipulation, the entire amount shall be liable to be forfeited by CONCOR.
2. The deposit as referred to under Para above shall be in the form of pay orders or demand drafts drawn in favour of "**Container Corporation of India Ltd**" payable at **Secunderabad/Hyderabad**, Telangana, valid for a minimum period of three **months** from the date of issue.

3. EMD in the form of Cheque, war bonds, guarantee bonds and Government securities (Stock certificates, bearer bonds, promissory notes, cash certificates) or in any form other than that as mentioned in Para 9.2 above, will not be accepted towards the earnest money and the tender shall not be accepted
4. Pay orders/Demand Drafts should be enclosed along with the tender. Tenders will not be considered unless the earnest money deposit has been made in accordance with the foregoing stipulation.
5. No interest shall be allowed on the Earnest Money deposited.
6. The earnest money deposited by the successful tenderer will be adjusted towards the security deposit as per request of the tenders. Subject to other conditions stipulated in the tender, the earnest money of the unsuccessful tenderers will be returned as soon as possible subsequent to finalization of the tender.

10. SECURITY DEPOSIT

1. The successful Tenderer whose tender is finally accepted must deposit as **Security Deposit** for the satisfactory performance under the contract, an amount **of Rs.60,000/- (Rupees Sixty Thousand only)** by pay order or Demand Draft drawn in favour of "**Container Corporation of India Ltd.**" **Payable at Secunderabad/Hyderabad**, within 10 days from the date of the communication of award of contract/ issuance of LOI and execute an agreement in the prescribed form.
2. The security deposit referred to above shall be forfeited by CONCOR in the event of any breach on the part of the Licensee, without prejudice to CONCOR's right to rescind the lease and other rights and remedies warranted by law.
3. The Security Deposit shall, subject to any deduction that may be made there from, be returned to Licensee after three calendar months after completion of the contract and on issuance of "NO DUES CERTIFICATE" by the **Terminal Manager**. However, even if there is any delay the Licensee will not be entitled to any interest.
4. No interest will be payable on Security Deposit.
5. The security deposit, shall, subject to any deduction that may be made there from, be returned to the Licensee within 2 calendar months after the termination of the contract and upon issuance of no dues certificate by the competent authority. However, if there is a delay, the Licensee shall not be entitled to any interest.
6. In the event of any dispute arising between CONCOR and the Licensee or between CONCOR and any third party or in respect of any money due to CONCOR, in reference to this Licensee or other contracts entered into by the Licensee singly or jointly with others and CONCOR, CONCOR shall detain the security deposit or such balance thereof and/or other amounts payable to the Licensee as CONCOR may in its sole discretion deem sufficient until the dispute is settled and determined. The Licensee shall have no claim for compensation or otherwise for any such deductions made by CONCOR.

11. VALIDITY OF OFFER

(Seal and Signature of Tenderer)

If tenderer will be required to keep the offer open for a period of 120 (One hundred Twenty) days from the last date of submission of tenders. It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of the stipulation that after submitting his tender, he will not rescind from his offer or modify the terms and conditions thereof in any manner that is not acceptable to CONCOR.

If the tenderer fail to observe or comply with the said stipulation, the Earnest money as mentioned in the document shall be liable to be forfeited by CONCOR.

12. ACCEPTANCE OF TENDER

1. The authority for acceptance of the tender documents and tendered rate of License Fee, will rest with the **Chief General Manager**, Container Corporation of India Ltd., 601-603, 6th Floor, Navketan Building, Opp. Clock Tower, SD Road, Secunderabad, who does not bind himself to accept the highest or any other tender, nor does he undertake to assign reasons for his decision in this matter.
2. Acceptance of tendered rate of License Fee will be communicated by FAX/E-mail, express letter or formal letter of acceptance of tender. In case where acceptance is indicated by FAX/E-mail express letter, the formal letter of acceptance of tender will be forwarded to the successful bidder as soon as possible, but the FAX/E-mail express letter should be deemed to conclude the contract.
3. 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.
4. If tenderer deliberately gives/ give wrong information or conceals some facts in his / their tender or creates / create circumstances for the acceptance of his / their tender fraudulently, the CONCOR reserve the right to reject such tender at any stage, along with forfeiture of earnest money deposit. Tenderers is liable to face the penalty of banning of business dealings with him by CONCOR.
5. On acceptance of the tender, the name of accredited representative(s) of the tenderer who would be responsible for taking instructions from CONCOR shall be communicated to CONCOR within two working days.
6. CONCOR shall not give any intimation to the unsuccessful bidders about the factor the rejection of their tender both in the case of pre-qualification bids and financial bids. CONCOR also is not bound to give the reason for such disqualification.

13. EXECUTION OF CONTRACT DOCUMENT

1. The successful tenderer whose tender is accepted shall be required to appear in person at office of the Chief General Manager, South Central Region, Container Corporation of India Ltd. 601-603, 6th Floor, Navketan Building, Opp. Clock Tower, SD Road, Secunderabad, if the tenderer is a Firm, Company or a Corporation, a duly legally authorized representative shall so appear and in case Proprietor firm the Proprietor shall appear and execute the contract documents within 15 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 shall be borne by the tenderer only.

2. Failure to execute the contract documents shall constitute a breach of contract Concluded by the acceptance of tender, leading to forfeiture of earnest money besides any other action CONCOR takes, 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.

14. CONFIDENTIALITY OF TENDER DOCUMENTS:

The tenderer shall treat the contents of the tender documents as private and Confidential.

15. POSTAL ADDRESS FOR COMMUNICATION

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

16. EXIT CLAUSE

CONCOR will have the liberty to terminate the contract by serving a notice of Thirty days to the Licensee in case there are business reasons for doing so as determined by its management.

17. DEATH OF TENDERER

No alteration by death, resignation, addition or otherwise for or to the Tenderer or the partners constituting the tenderer's firm shall vitiate or affect this contract but the tenderer's heir or heirs or partners of the firm for the time being shall be absolutely bound by the terms thereof in the same manner as if he/they are sole or original party/parties hereto.

18. SUBLETTING NOT ALLOWED

The tenderer shall not sublet, transfer or assign the contract in full or any part thereof, without the previous written approval of CONCOR. In case the Licensee contravenes this condition, CONCOR shall be entitled to place the contract elsewhere at the cost and risk of the Licensee and all expenses incurred on this account shall be recovered from tenderer.

19. UNSATISFACTORY PERFORMANCE & CONSEQUENCES THEREOF.

1. The Licensee shall carry out the services at the locations as indicated in the tender as per the directions of CONCOR.
2. In addition, in the event of unsatisfactory service or for any failure at any time on the part of the Licensee to comply with the terms and provisions of this contract to the satisfaction of CONCOR (who shall be the sole judge

and whose decision shall be final), the licensee shall be liable to be fined up to Rs.1000/- at one time, which is to be paid immediately by the licensee. Fine to be imposed as per the discretion of the Terminal Manager. However, an appeal against imposition of such fines can be submitted by the Licensee to the Chief General Manager/SCR who will review the case and pass the order which shall be binding upon both the parties.

3. The Licensee shall at all times ensure that his performance is satisfactory, failing which CONCOR shall be at the liberty to get the affected work done through any other agency, at the risk and cost of the Licensee. In such cases CONCOR shall be at the liberty to carry on the 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 and cost & responsibility of the Licensee and shall be recovered from any money due to him or from his security deposit.
4. Further more in case of repeated failures/unsatisfactory performance on part of Licensee, it shall be open for CONCOR to give a show cause notice to the licensee for replying for such failures/unsatisfactory performance within 10 days and in case of CONCOR being not satisfied with the reply of the licensee 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 Licensee by making an alternative arrangement as deemed necessary and (iii) recover from the Licensee any extra expenditure incurred by CONCOR in getting the work done and entire damages which CONCOR may sustain as a consequence of such action.
5. The CGM/SCR, CONCOR, is the final authority who shall be empowered to consider review / grant remission/rescind / alter /modification of imposition / waiver of the above mentioned penalties on any account either in part or in full at his sole discretion.

20. ARBITRATION

1. In case of any disputes arising out of interpretation of any of the provisions of this contract, the Chief General Manager shall be the authority to appoint an arbitrator. There will be no objection if the arbitrator so appointed is an employee of CONCOR and the 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.
2. Subject as aforesaid the provision of the arbitration Act, 1940 or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
3. 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 amounts 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.

4. The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contract shall be withheld on account of such proceedings.
5. The arbitrator shall be deemed to have entered on the reference on the date he issue notice to both the parties fixing the date of the first hearing.
6. 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 do or cause to be done all such things as may be necessary to enable the arbitrator to make the award without any delay.
7. The arbitrator shall give a separate award in respect of each dispute or difference referred to him.
8. The venue of arbitration shall be such place as may be fixed by the arbitrator at its sole discretion.
9. The award of the arbitration shall be final, conclusive and binding on all parties to the contract.

21. GENERAL

Any clarification in regard to the meaning or intent or interpretation of any of the provisions of these terms and conditions required on any point shall be sought from the **Chief General Manager-SCR** whose decision in the matter shall be final and binding. Any other matter relevant but not covered in the tender shall also be decided by making reference to Chief General Manager whose decision will be final and binding.

**Chief General Manager
South Central Region/ Secunderabad**

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

ANNEXURE –‘A’

SCHEDULE FOR QUOTING OF LICENSE FEE (Financial bid)

Date :

To,
The Chief General Manager,
Container Corporation of India Ltd.
601-603, 6th Floor, Navketan Building,
Opp. Clock Tower, SD Road, Secunderabad 500018

Sub:-Rate (License fee) per month for the space for “Providing and operating and Operating the STD/ISD/FAX/Photocopy/Internet Facility with PC& Printer at ICD/Sanathnagar

Sir,

With reference to above, we hereby quote our rate the below mentioned locations as under for **Licensing of space for Providing and Operating the STD/FAX/Photocopy/Internet Facility with PC& Printer** as per the terms & conditions laid down in this tender documents.

Sr.No.	Location	Area	Monthly License Fee (GST Extra)	
			In Figures	In Words
1.	ICD-Sanathnagar	4.65 Sq Mtrs		

Over & above the aforesaid rate of License Fee, the GST or any other taxes as applicable from time to time shall also be paid by the licensee along with Water charges & Electricity Charges, as per actual consumption.

Note :

1. The tender will be evaluated on the basis of the maximum license fee offered by the tenderer for the individual location and subject to fulfilling all the conditions mentioned in the tender form.
2. It is compulsory for the tendered (Licensee) to quote the license fee for the above two locations, failing which the offer will be rejected summarily.
3. CONCOR reserves the right to split the contract based on the highest offer quoted by the licensee for each location.
4. Before quoting the rate Tenderers are advised to visit the Inland Container Depot, Sanathnagar to see location where services are to be provided.

All the terms and conditions of the tender are acceptable to us

(Name, Address, seal & Signature of the Tenderer)

(Seal and Signature of Tenderer)

ANNEXURE-'B'

AGREEMENT FOR PROVIDING & OPERATING TELEPHONE FACILITY WITH STD/ISD/PCO/FAX AND PHOTOCOPY & INTERNET SERVICES WITH PC & PRINTER AT ICD/SANATHNAGAR

Date:

Contract Agreement No:

This agreement made this ___ **day of** ___ **2019, (Two thousand and Fourteen)** between Container Corporation of India limited, (CONCOR),A Govt.of India Undertaking and a company registered under Indian Companies Act,1956 having its registered Office at CONCOR BHAVAN, C-3, Mathura Road, Opp; Apollo Hospital, New Delhi, 110001(Which expression shall mean and includes its successor or successors in Office and assigns) representing herein by the **Chief General Manager, South Central Region, CONCOR, Secunderabad.** (hereinafter called Company) of the one part AND **M/s** _____ (hereinafter called the "Licensee" which expression shall mean and to include his/their respective heirs, executors, administrators and assigns) on the OTHER PART.

Whereas the company desirous of having provided and executed certain works mentioned, enumerated or referred to in specifications, conditions of contract, schedule of quantities for works, drawings and other documents consisting of the "Tender and acceptance thereof, copy hereto annexed, all of which are deemed to form part of this contract and are included in terms contract whenever herein used.

AND whereas the company accepted the offer of contract for "**PROVIDING & OPERATING TELEPHONE FACILITY WITH STD/ISD/PCO/FAX AND PHOTOCOPY & INTERNET SERVICES WITH PC & PRINTER AT ICD/SANATHNAGAR.** Scope of services included all the activities & job contained in the contract agreement for ICD/Sanathnagar as per the correspondence vide letters:-

(1)

(2) **Tender No.**

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS

*In consideration of the payments to be made by CONCOR, the Licensee shall duly perform the said operations in the said schedule set forth and shall execute the same with great promptness, care and diligence in a workman like manner to the satisfaction of CONCOR and will carry out the work in accordance with the terms and conditions of this contract **w.e.f.** ___ **to** _____ and will observe, fulfill and honour all the conditions there in mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein) and CONCOR hereby agreed that if the Licensee observes and honour the said terms and conditions of contract, CONCOR will pay or cause to be paid to the Licensee for the*

(Seal and Signature of Tenderer)

operations on the completion thereof, the amounts due in respect thereof at the rates specified in the schedule here to annexed.

In consideration of the due provisions, execution and completion of the said works, the Licensee does hereby agree to pay the company the sum as may be due to the company for the services, if any , rendered by the company to the Licensee and such other sum or sums as may become payable to the company towards loss, damage to the company's equipment materials, plant and machinery liquidated damages, if any as set forth in the said conditions of contract, such payment to be made at such time in such manner as is provided in the contract.

The cost of stamp paper/duty, if any due on this contract shall be borne by Licensee.

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

LICENSEE

**CHIEF GENERAL MANAGER
For and on behalf of Container Corporation of India Ltd.**

WITNESS
(NAME, SIGNATURE & ADDRESS)

WITNESS
(NAME, SIGNATURE & ADDRESS)

1.

1.

2.

2.

ANNEXURE 'C'

UNDERTAKING TO BE GIVEN BY THE BIDDERS DOWN LOADING TENDER DOCUMENT FROM CONCOR'S WEBSITE ON THE LETTER HEAD OF THE BIDDER.

To

The Chief General Manager,
Container Corporation of India Ltd.
601-603, 6th Floor, Navketan Building,
Opp. Clock Tower, SD Road, Secunderabad 500018

I/We..... the authorized signatory of the.....(Name of Company/Firm/Association) certify that no addition/modification/alteration has been made in the original document down loaded from Concor website. If at any stage, alteration/modification is noticed in the Original Document, I/ We also acknowledge receipt of the notice (s) issued as corrigendum, if any, by CONCOR related with this tender document.

I/We will abide by terms and conditions contained in the original tender document, failing which Concor reserves the right to reject the tender and / or cancel the contract.

Signature and Seal of the authorized signatory

Yours faithfully,

(Name, Address, seal & Signature of the Tenderer)