

COVERING LETTER WHICH MUST BE SUBMITTED BY THE TENDERER DULY FILLED IN AND SIGNED.

Ref. No. CCI/Admn./PR/2014-15/

Date

To,

The Head of Administration Deptt.,
Cement Corporation of India Ltd.,
Core No. 5,SCOPE Complex,
7-Lodhi Road,
New Delhi-110003.

Sub. :-

Ref. :-.....

Dear Sir,

With reference to your tender for the above work, We/I hereby submitted our / my tender in two separate sealed envelopes duly sealed in a common envelope. The marking has been done on all the envelopes as under :-

- i) Techno-Commercial terms and conditions should be sent in a separate sealed cover and should be superscribed as "Techno – Commercial Bid".
- ii) The Price portion should be sent in a separate sealed cover and should be superscribed as "Price Bid".
- iii) Both these sealed covers should be sent in a separate sealed cover and all the envelopes should be marked as under :-
 - A) Offer for
 - B) CCI's Tender No.....
 - C) Date of opening of Tender

A. The following documents are enclosed with the techno – commercial bids in one envelope superscribed as "Techno-Commercial Bid".

1. One copy each of your terms and conditions duly signed on each page in token of acceptance of the same in its entirety.

2. Earnest money **of Rs...8,000/=** Rs. Eight thousand only) in the form of FDR/Bank Draft No.dt. in favour of M/s Cement Corporation of India Ltd. Payable at Delhi.
3. Details of orders executed, including CCI during last 3 years (Annexure-A).
4. Partnership Deed/memorandum of Article of Association by partnership firms/companies duly attested. I case of partnership deed, the same is registered/not registered.
5. PAN no. of the Organisation.

B. Price bid only as per format enclosed in separate sealed envelopesubscribed "Price Bid".

We/I hereby declare that We / I have not been debarred from tendering for contracts in any of the departments of Govt. / Semi Govt./Public Sector Undertaking and local Bodies.

We/I certify that the information given by us /me in the tender documents is correct and if at any stage the same is found to be incorrect, the contract will be liable to be terminated/rescinded and action may be taken against us / me by the corporation for damages

We are /I am duly authorized/empowered to sign all the tender documents.

- a) Name of the Tenderer.....
- b) Full postal address.....
- c) Phone No.....Fax No.....
- d) E mail address.....

Yours faithfully,

(SIG. OF TENDERER WITH SEAL)

WITNESS (NAME & ADDRESS)

- 1.....
.....
.....
- 2.....
.....
.....

Terms & conditions for empanelment of Advertising Agencies

Scope of Work :-

The matter for advertisement will be forwarded to the agency through post / email. The agency has to prepare the art work along with the monogram of CCI at his own cost and prepare the matter for advertisement in a suitable size or size as desired by CCI officials.

1. GENERAL CONDITIONS :

- i) The agency shall abide by all code of the Advertising Agencies Association of India, Indian Newspapers Society and The Advertising Standards Council of India and shall maintain the highest standards of advertising principles.
- ii) Agency shall submit the latest INS Accreditation Certificate.
- iii) In case CCI find any discrepancies at a later date which is contrary to the terms and conditions of request for proposal and documents submitted by the agency, CCI shall have the right to de-panel the agency with immediate effect without giving any notice to the agency.
- iv) In case the agency closes its Delhi/NCR Office, it should be immediately informed to CCI in writing.
- v) CCI dealing with the agency shall be on a principal-to-principal basis and the CCI shall have no liability to pay any media or suppliers for anything done for the agency, as long as CCI has paid the agency.

2. EARNEST MONEY DEPOSIT (EMD) :

The tenderer is requested to submit Rs. 8,000/= (Eight thousand only) towards EMD along with the tender. The EMD is to be submitted either through DD or FDR in f/o Cement Corporation of India Ltd. In the event of failure on the part of successful tenderer has to submit SD (Security deposit) within 15 days of issue of LOI / work order otherwise EMD will be forfeited. The EMD shall carry no interest & will be refunded within one month of finalization of contract in case of unsuccessful tenderer.

3. PERIOD OF CONTRACT :

- i) The Agency shall be on the panel of the CCI for one year or such other extended term as decided by the Corporation.

- ii) CCI shall have right to de-panel any agency or entire panel by way of issuing one month notice during the validity period of the empanelment without assigning any reason.
- iii) CCI shall have right to quash the process of empanelment at any time.

4.0 **PRICES** :

- i) The agency will quote the maximum discount applicable on the rate per sq.cm. of newspapers. The discount quoted should be firm throughout the empanelment period and extension thereof. No decrease in discount will be allowed once the bids are opened and the same will remain valid for the entire period of this contract. For billing purpose, the agency has to submit the rate per sq.cm. of the publication of the newspapers prevailing at the time of publication of advertisement. The present rate per sq. cm for all the publication (clause 5.11) may please be enclosed along with Techno commercial bid of the tender.
- ii) Discount to be given in words as well as in figures, without any correction/overwriting for each item. Case should be taken to ensure that the amount in words and figures match with each other. In case of any mismatch between the prices quoted in figures and words, lower of the two will be considered for placement of the order and no objection would be entertained by CCI.
- iii) All prices should be inclusive of all taxes and duties, etc. as applicable including service tax applicable.

5.0 **AWARD OF WORK** :

- i) The bidder is required to quote essentially for the entire scope of work. Work Order (W.O.) shall be issued to the agency who has offered maximum discount against S.No. 4 (amount, all inclusive, excluding service tax) of the price proforma.
- ii) The agency must quote the current rate / **DAVP Rates** of advertisement (per sq.cm.) for following edition of newspapers for verification purpose at the time of submission of tender :-
 - a) The Hindustan Times (Delhi, Mumbai, Kolkata, Chennai, Pune- (all editions).
 - b) The Hindu (Chennai, Pune, Hyderabad)
 - c) The Times of India (Delhi, Mumbai, Kolkata, Chennai, Pune – (all editions).

- d) The Economic Times (Delhi, Mumbai, Kolkata, Chennai, Pune – (all editions)
- e) The Indian Express (Delhi, Mumbai, Kolkata, Chennai, Pune) all editions.
- f) The Navbharat Times (Hindi) - (Delhi, Mumbai)
- g) Dainik Jagran (Hindi), Delhi

- h) Nai Dunia (Hindi)
- i) ENADU (A.P.)
- J) Rastriya Sahara
- K) Pledge (Hyderabad)
- l) Tel. J.D.Patrika Vartha (Hyd.)
- m) Employemert news
- n) Poorvodaya(N.E.)

- ii) CCI shall reserve its right to accept or reject any or all offers without assigning reasons there-for.

6.0 **PENALTY :**

- i) In the event of non-publishing of the advertisement on a date as specified, besides non-payment of the charges of that particular paper/edition, penalty @ 5% of the value involved in the particular edition of the newspapers will be imposed subject to total 5% of the value of contract.

7.0 **TAXES :**

- i) It is mandatory to comply with all taxes applicable for the required services. Your price should be inclusive of all taxes, duties and levies including Service Tax.

8.0 **SECURITY DEPOSIT (SD) :**

- i) The selected agency has to submit Security Deposit (SD) equivalent to **10%** of the total contract value, which is approximately **Rs. 35.00 lacs per annum**, within 15 days of issue of order by way of demand draft drawn in favour of CCI/Bank Guarantee as per CCI's format valid for six months beyond the period of the contract with a further claim period of three months, from a Nationalized Bank only. SD amount will remain with CCI till completion of period of contract. Security deposit shall be forfeited in the case of non-performance of contract i.e. non-publication of advertisement on the due date etc.. Security Deposit amount carries no interest.

- ii) SD shall be refunded after two months of completion of contract and with certificate that the performance of the contract is satisfactory.

9.0 PAYMENT TERMS –

100% within 30 days of submission of bill along with the copy of the newspapers in which our advt. had been published.

10.0 PAYING AUTHORITY :- H.O.D.(FINANCE)-CCI, CORPORATE OFFICE.

11.0 DISPUTE UNDER THIS CONTRACT AND ARBITRATION :

In the event of any question/dispute, breach or difference arising in respect of the meaning and scope of terms & conditions herein or in connection with any matter under this agreement (except for those matters which are to be referred to the Chairman-cum-Managing Director of Cement Corporation of India Limited for appointment of a Sole Arbitrator. There will be no objection if the Arbitrator so appointed is or was an employee of the Corporation and whether he had at any time in discharge of his duties as an employee had expressed view on all or any of the matters in dispute or dealt with the matter in substance. The Arbitrator shall give award with reasons in respect of each claim, dispute exceed Rs.50,000/=. The award of the Arbitrator shall be final and binding on the parties to this contract.

12.0 JURISDICTION :

It is hereby agreed by the parties here to that only courts at New Delhi / Delhi shall have jurisdiction to decide or adjudicate upon any dispute which may arise out of or be in connection with this agreement.

Other terms & conditions for empanelment of Advertising Agencies

1. The Agency shall be on the panel of the CCI for one year or such other extended term as decided by the Corporation.
2. CCI shall have right to de-panel any agency or entire panel by way of issuing one month notice during the validity period of the empanelment without assigning any reason.
3. The agency or their personnel shall not disclose any confidential information which are disclosed to them during the course of briefing or any discussion or acquired by the agency, which is available with the bank as a result of any study or surveys commissioned, to any third party without prior permission of the bank.
4. For the purpose of any assignment, the agency shall not carry out market research, advertising research, public relations, consultancy services, supervisory services, printing etc. without seeking prior approval from the bank.'
5. CCI shall make every effort to put instructions and approvals in writing. Where those are conveyed orally, agency shall required to get it confirmed immediately from PR & Publicity Department, H.O., New Delhi of CCI in writing to avoid disputes.
6. CCI dealing with the agency shall be on a principal-to-principal basis and the CCI shall have no liability to pay any media or suppliers for anything done for the agency, as long as CCI has paid the agency. Where CCI has to sign joint contract with media or suppliers, the agency shall have to satisfy the CCI about proof of payment to the media or suppliers in scheduled time before release of the payment by CCI.
7. CCI shall reserve its right to accept or reject any or all offers without assigning reasons there-for.
8. CCI shall have right to quash the process of empanelment at any time.
9. Agency shall submit the latest INS Accreditation Certificate.
10. In case CCI find any discrepancies at a later date which is contrary to the terms and conditions of request for proposal and documents submitted by the agency, CCI shall have the right to de-panel the agency with immediate effect without giving any notice to the agency.
11. In case the agency closes its Delhi/NCR Office, it should be immediately informed to CCI in writing.

ANNEXURE –A

DETAILS OF ORDERS EXECUTED INCLUDING CCI DURING THE LAST 3 YEARS.

Type of jobs (give details)	Name of the party for whom job done	value	Date of order	Date of actual completion of job.
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Date

Signature

Name :

Designation :

(To be filled and enclosed in a separate envelop superscribed as “Price Bid”

PRICE BID

Discount in %

In figure :

In words

Discount on the rates of all newspapers for all edition/specific editions as given under terms & conditions

Date

Signature

Name :

Designation :

