

F.No.1-1 (1)/2011-G.II
UNION PUBLIC SERVICE COMMISSION
GENERAL II SECTION

SUB: - Annual contract for Booking/Clearance /Stripping of boxes containing examination material.

Sealed bids are invited for the booking/clearance /stripping of parcels in UPSC .The scope of work may be seen at Annexure-I.

Schedule of Submission of Bids:

1. Bid shall be addressed to Shri J.Suthakar, Under Secretary (G-II) and submitted by 3.00 P.M. on or before **29/02/2012** in two parts as per details given in para 5 below .
2. Bid shall be dropped in Tender box kept at Reception Counter at Gate 'C' of UPSC, Dholpur House, Shahjahan Road, and New Delhi-69.
3. The technical bids would be opened at 3.30 P.M. on **29/02/2012** in Room No 208 2nd Floor, Ayog Sachivalaya, and UPSC in the presence of the bidders or their authorized representatives who may wish to attend.
4. In case, last date of submission of bids happens to be a closed holiday, the bids will be received and opened on the next working day at the specified time indicated above.

5. Procedure for Submission of Bids

THE BIDDER SHOULD SUBMIT THE BID IN TWO SEALED COVERS AS PRESCRIBED BELOW ADDRESSED TO SH. J.SUTHAKAR,UNDER SECRETARY (G-II) BY NAME LATEST BY 3.00 P.M. ON OR BEFORE **29/02/2012** IN THE TENDER BOX KEPT AT RECEPTION (Gate No. C) OF THIS OFFICE.

(i) The first sealed cover should contain.

- A. Earnest Money deposit of Rs.25,000/- (Rupees Twenty Five thousand only) in the form of a Demand Draft/Pay Order from a commercial bank payable to the Secretary UPSC.
- B. Copies of IT returns and balance sheets of last proceeding three years including the year 2010-2011..
- C. A List of Govt. Departments/Reputed Educational Institutions/Public Service Commissions or reputed private firms where the firm has done or doing similar work. Copies of Work orders of such Govt. Departments/Reputed Educational Institutions/Public Service Commissions or reputed private firms shall also be supplied, as far as, possible.

- D. Certificate by the bidder that all terms & conditions of the bid are acceptable to the bidder.
- E. The envelope should be superscribed “Technical bid for clearance/dispatch/stripping of Railway Air Parcels.” The technical bids will be opened at 3.30 PM on the same day in the room of undersigned on the closing date in the presence of the bidders who may like to be present,
- (ii)** The second sealed cover should contain the “financial bid” and a photocopy of the Demand Draft/Pay order as Earnest Money Deposited with the technical bid. The envelope should be superscribed “Financial bid for clearance/dispatch/stripping of Railway parcels”.
- (iii)** Both these sealed covers are to be put in a bigger cover, which should also be sealed and duly superscribed “Tender for Clearance/dispatch/stripping of Railway parcels”.

6. Late Bids

The late bids i.e. the bids received after the specified date & time for receipt of bids shall not be considered.

7. Earnest Money Deposit

An Earnest Money Deposit (EMD) of Rs.25,000/-(Rupees Twenty Five thousand only) shall be deposited in the form of a Demand Draft/Pay order from any commercial bank payable to the Secretary UPSC at Delhi/New Delhi. The Kendriya Bhandar, NCCF, the firm registered at NSIC/DGS &D and any organization exempted from submission of EMD under rules are exempted from submission of EMD on submitting the documentary proof. For other bidders submission of EMD in prescribed form mentioned above is mandatory.

- (i) The EMD should remain valid for a period of forty-five days beyond the final bid validity period.
- (ii) The EMD of the unsuccessful bidders would be returned to them after the finalization of the tender. No interest on EMD would be paid by UPSC, under any circumstances.

8. Performance Security

The successful bidder will be required to furnish Performance Security of 10% of the estimated contract value in the form of Demand Draft/Pay Order/Bank Guarantee from a commercial bank in an acceptable form in favor of Secretary, UPSC, payable at Delhi within 3 days of receipt of the Letter of Intent. The Commission would retain the performance security till satisfactory completion of all counterfactual obligations. The Performance Security shall remain valid till sixty days of the completion of all contractual obligations including warranty obligations.

9. It should be clearly understood that in the event of the work not being completed as per the time schedule laid down by the UPSC, the Performance Security is liable to be forfeited. This will be in addition to the liquidated damages/penalty, if any, which may be imposed as specified in the terms and conditions hereto. [The EMD would be refunded to the successful bidder on receipt of Performance Security. No interest on Performance Security would be payable by UPSC under any circumstances.](#)

Other Terms & Conditions

10. Rates shall be quoted as per price Schedule indicated in Annexure- II and shall include all costs related to transportation of goods. VAT/CST/LST, if any, shall be quoted separately failing which quoted rates will be taken as inclusive of taxes and no subsequent request of the bidder for addition of taxes will be entertained by UPSC.
11. Bidder shall furnish upto date Income Tax clearance certificate alongwith the balance sheet and Income Tax Return of the company for the last three years including 2010-2011.
12. Printed Terms and conditions of the tender will not be considered as forming part of the bids. In case terms and conditions of the contract applicable to this invitation to tender are not acceptable to any bidder, he should clearly specify deviation in his bid. UPSC reserves the right to accept or reject them and will not be bound to give reasons for its refusal to consider the bid with such deviations.
13. Hypothetical and conditional bids will not be entertained.
14. All legal disputes arising out of the bids, if any, shall be subject to the jurisdiction of the court of Delhi only.
15. [Each bidder shall enclose a certificate that all the terms & conditions of the NIT are acceptable to him.](#)

16. The tenderers should have completed from start to finish, in the last three financial years (i.e. current and last preceding three financial years), at least two similar works. These works should have been in a Central Govt/State Govt/Public Sector Undertakings as well as Autonomous Bodies like Indian Institute of Technology, Universities etc. A list of such departments/offices/Institutions/Organizations should be furnished alongwith the tender.
17. Payment will be made after satisfactory completion of the entire work of each examination i.e. after successful completion of Inward Clearance, Outward Dispatch, stripping of trunks etc. The decision of the Commission in this regard shall be final and binding.
18. List of major client including Govt. Departments/Reputed Educational institutions like IITs/Public Service Commissions or reputed private companies shall be indicated with documentary proof, which will be one of the criterions for deciding firm's technical capabilities.
19. Income Tax: Recoverable at source from tender bills, as applicable. Tenderers should furnish their permanent I.T. A/C No (PAN) accompanied by income tax clearance certificate. They are also required to furnish a certificate as under if paying income tax:

“It is certified that I/We have not been penalized or convicted for concealment of income/wealth during the immediately preceding three years. Certificate of income tax officer, in original or attested copies thereof will be produced by me/us as and when asked for.”
20. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder or prescribed herein. Withdrawal of a bid during the interval may result in forfeiture of EMD of such bidder.
21. In the event of the firm or the concerned division of the firm being taken over/bought by another firm, all the obligations and execution responsibilities under the agreement shall pass on to the new firm.

22 Risk Purchase Clause

If the firm after submission of bid and due acceptance of the same i.e. after the placement of order fails to abide by the terms and conditions of the bid document, or fails to execute the work as per prescribed schedule given or at any time repudiates the contract, the UPSC will have the right to forfeit the EMD, invoke the performance security, deposited by the firm and get the work done from other firm at the risk and consequence of the firm. The cost difference between the alternative arrangement and firms' bid value will be recovered from the firm alongwith other incidental charges including custom duties, taxes, freight and insurance etc, in case UPSC is forced to work booking clearance/dispatch/stripping of railway parcels done through alternative sources and if the cost is lower, no benefit on this account would be passed on to the firm.

23 Evaluation of bids

- 23.1 As indicated in Annexure - II
- 23.2 The "Financial" bid of only those bidders would be opened whose technical bid has been approved by the Competent Authority of UPSC. The date and time of opening of financial bids will be intimated to the concerned parties in due course.

24. Scope of Work

The detailed 'Scope of Work' may be seen at Annexure -I. Bid to be submitted should strictly conform to the Specifications/Scope of Work as defined under the scope of work failing which the bid will be liable to be rejected.

25. Liquidated Damages/Penalties

Vendor has to execute the work strictly as per scope of work in accordance with the terms and conditions of the tender failing which UPSC without prejudice to any other right or remedy available may recover any such amount suffered as loss from the vendor as ascertained/assessed by this office as liquidated damages and not by way of penalty to be imposed separately at the rate of 1% per week of delay in supply subject to a maximum of 10% of the total contract value. If any loss or delay has been caused due to any reasons beyond the control of any of the parties (Force Majeure), the Secretary, UPSC shall have the sole discretion to waive off such loss or penalty as he deems fit. The Vendor shall explain in writing the reasons, which caused such delay or loss within 10 days from the date of delay or incurrance of such loss. For any delay beyond ten weeks, the UPSC shall be at liberty to get the work done from any other Agency and also forfeit the Performance Security of the vendor and take other actions as deemed fit by the Secretary, UPSC.

26 Payments: 100% payment would be released on satisfactory completion of all activities of each examination i.e. booking /Clearance/Stripping works.

27. Force Majeure

The firm shall not be responsible for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, war, riots, embargoes, strikes, lockouts, act of any Government authority, delays in obtaining licenses or rejection of applications under the Statutes, power failure, accidents or disruption or operations arising from causes not attributable to any malafide acts of firm, fire or floods.

28 Arbitration

Any dispute or difference whatsoever arising between UPSC & the firm out of or relating to the conclusion, meaning and operation or effect of this contract or the breach thereof shall be settled by the Arbitrator to be appointed by UPSC in accordance with the provisions of Arbitration and Conciliation Act, 1996 and the award in pursuance thereof shall be binding on UPSC & the firm. The venue of Arbitration shall be at Delhi.

29 Jurisdiction:-

Subject to the arbitration herein above provided, any suit or proceedings to enforce the right of either of the parties hereto this agreement shall be instituted in and tried only by the courts in Delhi and by no other court, and both the parties hereto hereby expressly agree to submit to the jurisdiction of such court.

30. The contract may be for a period of Two years only.

31. The UPSC reserves the right to accept or reject all or any of the bids without assigning any reasons. The decision of the Secretary, UPSC would be final & binding.

(J.SUTHAKAR)
UNDER SECRETARY (G)

ANNEXURE – I

Detailed Terms & Conditions of Contract for Clearance of Inward and Dispatch of Outward Parcels of the Union Public Service Commission from Delhi/New Delhi/Haz.Nizamuddin /Sarai Rohilla Railway Station.

1. It should be clearly noted that goods cleared or dispatched against each Railway Receipt would be treated separately for the purpose of weight and payment.

2. The contractor will have to visit this office at least once a day and report in *General-II* Section at a specified time for inquiring whether any goods have to be booked or cleared from the aforesaid Railway Station/Air Port and if required to do so, to arrange for necessary booking or clearance immediately. Any loss caused to this office as a result of failure of the contractor to report to this office on daily basis will have to be borne by the contractor.

3. While obtaining delivery of the incoming parcels from the railway Authorities, the contractor will be required to check carefully each individual package to see that no parcel is in a damaged condition. In case a parcels is in a damaged condition or there is a suspicion that it has been tampered with or its contents have been pilfered during transit, the matter should be immediately reported to the Section Officer, *General-II* Section, UPSC, who will depute some persons from this office to guide him in obtaining proper delivery of the parcel from Railway Authorities/Airport Authorities.

4. After obtaining delivery of incoming parcels from the Railway Authorities, contractor will be required to make arrangement for handing over the parcels to a duly authorized representative of this office within the minimum possible time after taking delivery from the Railway Authorities.

5. Contractor will be required to collect the outward parcels for booking and to deliver the inward parcels at the Dholpur House premises during normal office hours (viz; 9.30 A.M. to 6.00 P.M.) on all week days except Saturday and Sunday also. However in case of urgency, the above job is required to be attended on Saturday and Sunday also. In case he finds that on any working day the incoming parcels can be delivered at the office premises only after office hours viz; 5 P.M. he will inform the section Officer, EIA(Store) before 6 P.M. on that day so that arrangements may be made to depute some one from this office to receive parcels after office hours.

6. It may be carefully noted that contractor will be required to obtain acknowledgement of the parcels delivered at the premises of Dholpur House from an officer nominated for this purpose, failing which he will be held responsible for the loss/damage/tampering/pilferage to any parcel which is left within this office premises without proper acknowledgement.

7. In case of failure by the contractor to carry out the job in accordance with the provisions of the contract the Secretary Union Public Service Commission, will have the right to cancel the contract and award it to any other person, and any loss sustained thereby will be recoverable from the first contractor. Any dispute arising in this behalf will be referable to the Secretary, UPSC whose decision shall be final and binding on the parties.

8. Where any claim for the payment of a sum of money arises, out of or under this contract against the contractor, the Secretary, UPSC shall be entitled to recover such a sum by appropriating in part or whole, from the performance Security- to be deposited by the contractor. In the event of the performance security being insufficient, the balance of the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to contractor under this and any other persons contracting through the Secretary, UPSC. Should this sum not be sufficient to recover the full amount recoverable the contractor shall pay to this office the remaining balance due. For failure to deposit the amount legal action will be taken against the contractor.

9. The contractor shall be responsible for loss /damage/theft of the material. The contractor shall be solely and fully responsible for any act of commission and omission on the part of his staff. The contractor shall inform in writing at least one week in advance about the staff deputed by him for UPSC duties so that necessary arrangement may be made for their entry in UPSC.

10. Any sum due and payable to the contractor (including the performance security returnable to the contractor) under this contract may be appropriated by the Secretary, UPSC and set off against any claim of this office or Government or such other person or persons for the payment of a sum of money arising out of or under any other contract made by the contractor with this office or Government or such other person or persons.

11. The contractor would pay charges payable to Indian Railways/Air Cargo on account of booking of UPSC boxes/parcels etc. on each occasion. The contractor would raise the bill subsequently along with all receipt/vouchers from the said agency for arranging payment. Under no circumstances, advance payment would be made to the contractor for making any payment to Indian Railway/Air India as the case may be, for booking of UPSC boxes carrying examination materials.

12. The contractor is required to take boxes/materials from UPSC to the said local Railway/Air Cargo and bring the boxes/material back to UPSC under intimation to the concerned section of examination Branch. The rates quoted by the bidder shall include cost of freight, cartage charges etc.

13. Stripping of the steel boxes/cartons would be done under the supervision of concerned examination arrangement section. Stripping will be done with Iron & Nylon material as per the requirement of UPSC.

14. The contract is liable to be terminated by a notice of 15 days without assigning any reasons thereof.

(J.SUTHAKAR)
Under Secretary (G.II)
Union Public Service Commission

ANNEXURE-II

PRICE SCHEDULE

(Amount in Rupees)

S.NO. (1)	Work/activity (2)	Rates (3) per kg/per strip	Taxes, if any, (4)
1.	Booking/ Dispatch/ Clearance of Railway Parcels (per kg)/(inclusive of freight cartage charges boxes of UPSC etc)		
(i)	Booking/Dispatch /Clearance of Railway Parcels (per Kg) (inclusive of freight /cartage etc).		
(ii)	Booking /Dispatch /Clearance of Parcels through Air Cargo (inclusive of Freight/cartage charges etc).		
2.	Striping of Boxes		
(i)	Iron Striping (per Strip)		
(ii)	Nylon Striping (per Strip)		

Note 1: -Taxes, if any, (Column 4) shall be quoted separately failing which quoted rates would be taken as inclusive of taxes and no further request for inclusion of taxes would be entertained by this office.

Note 2: -Rates should be quoted separately for each item.

Note 3: -Rates to be quoted 'Per Kg' for item no.1 (i) & (ii) and per strip basis and for item no. 2(i) & (ii).

Note 4: -Financial evaluation for booking /dispatch /clearance of parcels through Railway/Air Cargo and Iron/Nylon Striping will be done separately. Accordingly, the financial evaluation for Item at S.No. 1(i) & (ii) above will be done together on per unit cost and for Item No 2(i) & (ii) , financial evaluation will be done together on per unit cost

Disclaimer

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