

**Most Immediate**

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**F.No. 2-2(18)/2011-G-II**

**UNION PUBLIC SERVICE COMMISSION**  
(SANGH LOK SEVA AYOOG)

**DHOLPUR HOUSE, SHAHJAHAN ROAD**  
**New Delhi – 110069**

**Dated: the 23 Jan.,2012.**

**To**

**Dear Sir,**

Sealed Bids super scribed "Tender for Procurement of Non HP Computer Consumables" are invited addressed to Shri J. Suthakar, Under Secretary(G.II) so as to reach the undersigned not later than 3.00 P.M. on **15.02.2012** in the tender box kept at Gate "C" Reception of the UPSC for items specified below:-

**(i) Non HP Computer Consumables – Items indicated in Annexure I**

**PI Note : The quantity specified in the Annexure I is tentative only and the required quantity mentioned above may be increased or reduced during the validity of contract as per the requirement of UPSC.**

**GENERAL TERMS & CONDITIONS**

1. Bid shall be addressed to Shri J.Suthakar, Under Secretary(G.II) and submitted by 3.00 P.M. on or before **15.02.2012** in two parts as per details given in para 5 mentioned below.
2. Bid shall be dropped in tender box kept at Reception Counter at Gate C of UPSC Dholpur House, Shahjahan Road, New Delhi-69
3. The Technical bids would be opened at 3.30 PM on the same day in the room No. 208A, 2<sup>nd</sup> Floor,Ayog Sachivalaya , 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 bid will be received and opened on the next working day at the specified time indicated above.

## **5.Procedure of submission of bids**

The bidders shall submit the tender in two separate sealed covers as prescribed below Addressed to Shri J. Suthakar, Under Secretary(G.II) by Name latest by 3.00 P.M. on or before **15.02.2012** 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 payable to the Secretary, UPSC. 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.
  - b) Copies of IT return and Balance Sheet of last preceding three years including the year 2010-2011.
  - c) A list of Govt. Departments/Reputed Educational Institutions/Public Service Commission/PSUs or Reputed private firms where the firm has supplied or is supplying the same items. Copies of work orders of Govt. Deptt.s/Reputed Educational Institutions/Public Service Commissions/PSUs or reputed Private Sector firms shall also be supplied.
  - d) Certificate by the authorized signatory that all terms and conditions of the tender are acceptable to the bidder.
  - e) The envelopes should be superscribed "Technical bid for Non HP Computer Consumables".
- (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 Non HP Computer Consumables"
- (iii) Both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed "Tender for Non HP Computer Consumables".

5.2 Financial bids of only those bidders will be opened on a subsequent date whose technical bids/samples meet with the prescribed technical specifications and are approved by the office of UPSC. The date and timing of opening of financial bids will be intimated to concerned parties by speed post/courier/fax as the case may be.

**The last date of submission of bids is 15.02.2012 by 3.00 P.M. The technical bids would be opened on the same day at 3.30 P.M in the room of undersigned, Room No. 208A, 2<sup>nd</sup> Floor, Ayog Sachivalaya Building, UPSC in the presence of such bidders who may be present on the occasion.**

6. The EMD should remain valid for a period of forty five days beyond the final bid validity period. The EMD of the unsuccessful bidders would be returned to them after the finalisation of the tender and the EMD of the successful bidder would be released after the receipt of Performance Security as prescribed in Clause 8 below. No interest on EMD & Performance Security will be payable by UPSC under any circumstances.

**7. Late Bids.**

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

**8. Performance Security**

The successful bidder will be required to furnish performance security of 10% of the contract value in the form of Demand Draft/Payorder/Bank Guarantee in favour of Secretary, UPSC payable at Delhi within 5 days of receipt of Letter of Intent. The Performance Security would be retained by the Commission till satisfactory completion of contract period.. The performance security shall remain valid till sixty days of the completion of all contractual obligation including warranty obligation.

9. It should be clearly understood that in the event of the supply not being completed as per the time scheduled 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.

**Other Terms and Conditions**

10. The contract will be valid for one year from the date of award of contract.

11 Rates should remain firm during the period of contract for entire supply and quoted on for destination basis. The hike in prices of material will not affect the tender and will not entitle the bidders to claim any difference in amount as a result of such hike. However, any effect of decrease in duties or taxes, will be passed on to UPSC by the bidder.

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, to accept or reject them and will not be bound to give reasons for its refusal to consider the bid with such deviation.

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. Rates shall be quoted “ per unit” basis and shall include all charges related to transportation of material in UPSC.

16. Each bidder shall enclose a certificate alongwith the technical bid certifying that all the terms and conditions of the NIT are acceptable to it.

17. The Financial evaluation will be done separately for each mentioned in Annexure I.

18. VAT/LST/CST, if any, shall be quoted separately failing which the quoted rates would be taken as inclusive of taxes and no subsequent request for addition of taxes would be entertained by this office.

19. The UPSC reserves the right to terminate the contract at any time if it is satisfied that the bidder has failed to fulfill its obligations as per the terms and conditions of the contract . The decision of the UPSC in this regard would be final and binding.

20. Income Tax: Recoverable at source from tender bills, as applicable. Tenderers should furnish their permanent I.T. A/C No.( PAN) 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. “*

**21. 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 tender document, and /or execute the delivery 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 arrangements 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 procure the material through alternative sources and if the cost is lower , no benefit on this account would be passed on to the firm.

**22. Liquidated Damages/Penalties**

In case the bidder fails to fulfil the obligations as per the terms and conditions of the contract , the UPSC may impose penalty to the extent of 100% of the total contract value besides forfeiting performance security.

23. **Delivery** : within 10 days of receipt of each supply order failing which a penalty @ 1% for delay of each day subject to maximum 10% of that particular supply order may be imposed and deducted from the concerned bill. In case of delay beyond 10 days, the UPSC may cancel the supply order and forfeit such amount or full amount of the Performance Security of the firm, as deemed fit, besides procuring the material from any other source at the risk and cost of the bidder. Decision of Secretary UPSC shall be final & binding.

**24. Payment**

The 100% payment will be released after satisfactory completion of delivery on each occasion.

**25. 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, delay 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.

26. The following terms and conditions may be kept in view while sending the bids :-

a) The firm shall be in a position to supply the material on short notice as and when needed.

- b) All expenses will be borne by the firm for sending the materials to this office.
- c) The material should be delivered in this office within 10 days of receipt of each order.
- d) The bidder shall indicate his own direct telephone (Office as well as residence) and also his mobile phone so that he may be contacted in emergency situation. Fax number/E-mail may also be indicated, if available.

27. 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 and binding.

28. The bids shall remain valid for six months from the date of opening of technical bids.

29. The tender notice is also available on UPSC's website: [upsc.gov.in](http://upsc.gov.in)

**( J. Suthakar )**

**Under Secretary (G-II)**

**Union Public Service Commission**

**Estimated Annual Requirement of Non-HP Computer Consumables during 2011-12**

Sl. No.	Name of the item	Product Make	Estimated Annual Requirement .	Rates per unit Rs.	Taxes, if any Rs.	Total amount Rs.
<b>1</b>	<b>LQ-1050 Printer Ribbon</b>		<b>1000</b>			
2	CD-RWs		200			
3	Printer Head LQ-1050/Epson 1070/Wep 1070 in original packing		100			
4.	Printer Head TVS-355/TVS MSP-24 Printer in original Packing		10			
5	DVD-R in original seal with jewel pack(4 GB)		400			
<b>6</b>	<b>Floppies 3-1/2" (High density)</b>		<b>200</b>			
7	CD-R in original seal with jewel box		2000			
8.	Lipi(Tally) T-2280 Printer Ribbons in Original packing		15			
9.	F-500 line printer ribbons in original packing		5			
10	HQ 2000 Printer Ribbons (Original Packing)		10			
11	Lipi (tally) T6215/T6215L T6306L Printer Ribbons Part No. 100091-001 in original packing		50			
12.	Lipi(Tally) T 6050 printer Ribbons Part No. 100019 001 in original packing		10			
					<b>Total</b>	

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

**Disclaimer**

The contents of this page are informative in nature. Kindly verify the same from the Commission's office.