

(An Autonomous Organization under the Union Ministry of Human Resource Development(Govt. of India) "SHIKSHA KENDRA" 2, COMMUNITY CENTRE, PREET VIHAR, DELHI – 110 301. Phones (Off.) 011-22509256-59

:: NOTICE INVITING TENDER ::

No. CBSE/ADMN/COURIER TENDERS/2015-16/3615/15 Dated: October 20, 2015

Sealed tenders are invited from Experienced & Professionally competent Courier Services having valid licenses for delivery of Documents/Items/Trunks from Central Board of Secondary Education (CBSE) to Local/Domestic/National/International destinations and also having a minimum experience of 3 years in relevant field and doing such services for various reputed organisations / Government Organisations / Public Sector Undertakings /Academic Institutions.

Terms and conditions:

1. Each bidder shall enclose a Demand Draft *of Rs.50,000/- (Rupees: Fifty Thousand Only)* favouring Secretary, CBSE as *EMD* for the Courier Services and the same will be refunded to the unsuccessful tenderers within a reasonable time after finalization of the contract.

2. <u>Cost of Tender Document (Non-Refundable)</u>: *Rs. 500/- (Rupees: Five Hundred only)* by way of Demand Draft in favour of Secretary, CBSE.

3. <u>Contract Period</u>:- The Period of Contract is initially for One year from the date of Agreement/work order and it may be extendable for three years subject to providing of satisfactory service and at the same terms & conditions of the tender.

4. <u>Last Date for Submission of Tender:</u> The last date for submission of tenders is 16.11.2015 on or before 2.30 PM (Monday) and shall be opened at 03.00 PM on same day. The tender form will be available for sale against Rs.500/- (Rupees: Five Hundred only) (Non-Refundable) in Syndicate Bank, CBSE, Preet Vihar, Delhi-110092 (10.00AM to 03.00 PM). The Tender document can also be downloaded and submit along-with tender fee by way of Demand Draft of Rs.500/- (Rupees: Five Hundred only) in favour of <u>Secretary, CBSE, payable at Delhi.</u>

Joint Secretary (A&L)



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TENDER DOCUMENT

FOR

ANNUAL RATE CONTRACT FOR COURIER SERVICES

Date of Issue: _____

Tender form issued to: _____

- To be deposited in Tender Box available at Reception Counter in CBSE, Shiksha Kendra, 2, Community Centre, Preet Vihar Delhi-92.
- Closing Date & Time of submission of Tender Form: **16.11.2015** up to **02.30** pm.
- Date & Time of opening of Bid: **16.11.2015** at **03.00 pm**.

Note:

- 1. This tender Document contains 14 pages and bidders are requested to sign on all the pages.
- 2. This tender document can also be downloaded from the website <u>www.cbse.nic.in</u>.
- 3. The tender form will be available for sale against Rs.500/- (Rupees: Five Hundred only) (Non-Refundable) in Syndicate Bank, CBSE, Preet Vihar, Delhi-110092 (10.00AM to 03.00 PM).
- 4. The technical bid & the financial bid should be sealed by the bidder in separate covers duly superscribed & both these sealed covers are to be put in a bigger cover which should also be sealed and bear the name & address of the tenderer and superscribed with "Tender for COURIER SERVICES".
- 5. The tender should be addressed to <u>The Secretary, CBSE</u>, the Tender Box is available at Reception Counter, CBSE (HQ), Preet Vihar, Dehi-92 before 02.30 PM on 16.11.2015.

<u>CONTENTS</u>

SI. No.	Description	Page No.
1.	Inviting Tender	01
2.	Tender Document Terms & Conditions	02 – 08
З.	Technical Bid	09 – 12
4.	Financial Bid	13 – 15



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A. GENERAL TERMS AND CONDITIONS: -

- 1. The tender is for rate contract for providing Courier Services on annual rate contract basis.
- 2. Rates should be quoted in enclosed format (**Annexure-II**) only. The format for Financial Bid must not be changed in any manner. Addition/deletion/alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.
- 3. The name and address of the tenderer shall be clearly written in the space provided and no overwriting, correction, insertion shall be permitted in any part of the tender. The tender should be filled in and submitted in strict accordance with the instructions laid down herein: otherwise the tender is liable to be invalid.
- 4. Individual signing the tender or other documents connected with the tender must specify whether he signs as
 - (i) A sole proprietor of the concern or constituted attorney of such sole proprietor.
 - (ii) A partner of the firm if it is a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firms.
 - (iii) Director of Principal Officer duly authorized by the Board of Directors of the company.
 - (iv) In case of (ii) a copy of partnership agreement or general power of attorney, in either case attested by a Notary Public should be furnished or an affidavit on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished. The attested copy of the certificate of registration of firms should be attached alongwith the tender papers. In case of partnership firm, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signing the tender should be authorized by a resolution passed by the Board of Directors and a copy of the resolution attested by the Principal Officer should be attached.

4. <u>The Annual Turnover of the firm during the last 03 financial years i.e. 2012-13, 2013-14 and 2014-15 minimum should be Rs.30 Lakhs (Rupees Thirty Lakhs Only).</u>

- 5. The agency submitting the tender would be presumed to have read and accepted all the terms & conditions of this tender. No inquiry, verbal or written shall be entertained in respect of acceptance/rejection of the tender.
- 6. Monthly payment will be done on the basis of signed/certified on the production of POD's alongwith one consolidated bill is to be presented every month for the services provided during that month.
- 7. Performance Security: "5 to 10 percent of the work value to be deposited by the selected firm(s) in the form of DD/FDR and it should be valid for 60 days beyond the date of completion of all the contractual obligations of the firm". The bid security (EMD) shall be refunded on receipt of performance security.
- 8. The payment will be made after the satisfactory completion of the work in the entire manner.
- 9. **Penalty**: Board would like to impose a penalty of 2-5% at the time of processing the bill if the items delivered beyond the described period under scope of work. Bidder may confirm the acceptance to above and/or define the penalty amount for the delayed delivery. Also bidders are to define penalty amount for lost packet. Acceptance of bidder to delayed delivery penalty and penalty amount for lost packets will have the bearing on criteria for award of work.



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10. The Tenders should be submitted in Two Sealed Covers:

- a. The first sealed cover should be superscribed *"Technical Bid"* duly filled in with supporting documents, the Acceptance Terms and conditions and Demand Draft for E.M.D and Tender fee.
- b. The second sealed cover superscribed *"Financial Bid"* should contain only rates to be quoted.
- c. Both the sealed covers should be placed in the main sealed envelope bearing name & address of the bidder and superscribed with *"Tender for Courier Services"*. This should be addressed to the <u>Secretary, CBSE, Delhi</u> and submit its in the <u>Tender Box available at Reception Counter, CBSE</u> (HQ), Preet Vihar, Delhi-92 before 02.30 PM on 16.11.2015. The tenders will be opened on 16.11.2015 at 03.00 P.M.
- d. Late tenders (i.e. tenders received after the specified time of opening), delayed tenders (i.e. tenders received before the time of opening but after the due date and time of receipt of tenders) and post tender offers should not be considered at all.
- e. The Technical bids will be opened by the committee in the presence of bidders or their authorized representatives in the above mentioned place and time. Financial Bid of qualified tenderers in technical bid will be opened later and the date will be informed accordingly.
- 11. Conditional tender shall not be considered.
- 12. The tenderer must quote 'Fixed & Firm Rates' and should categorically state in their offer that rates are firm for one year from the date of acceptance of the offer/execution of the agreement, whichever is earlier.
- 13. The Board reserves the right to accept wholly or partly any or all the tenders and distribute the work amongst more than one tenderer.
- 14. The Board reserves the right to accept or reject any or any part thereof without assigning any reason.
- 15. The bids should be valid in the case of all the tenders for at least 3 months from the date of opening of the tender and if any tenderer withdraws during the period, the Earnest Money Deposit shall be forfeited. In the case of the successful tenderer, rates quoted shall be valid for the entire period of the contract.
- 16. The Period of Contract is initially for One year from the date of Agreement/work order and it may be extendable for three years subject to providing of satisfactory performance and as the same terms & conditions of the tender.
- 17. The agreement will be valid for courier services as incorporated in the contract document. This should be strictly adhered to. The contract once awarded can be terminated by either party after giving due notice to the other party. Nevertheless, CBSE may terminate the contract of the contractor without any notice in case the contractor commits a breach of any of the terms of the contract. CBSE decision that a breach has occurred will be final and shall be accepted without demur by the Contractor.



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- 18. The letter/packets/parcels will be collected by the courier agency from the place as desired by CBSE.
- 19. The Contractor shall be responsible to ensure that all the letter, parcels and packets reach the destination safely and within the agreed time within 24-48 hours in India and 72-96 hours in foreign countries. The PODs will be provided alongwith the bill. Undelivered letters should be returned within 10-15 days from the date of receiving of letters by the courier agency with reasons otherwise Rs.200/- for each letter will be deducted from the bill as penalty.
- 20. It is important to Note that: The agency must be facilitated with website, so as to check the status of the consignment online.
- 21. The Contractor will work in close co-operation with CBSE for the courier services as per tender.
- 22. The services will be utilized as per our requirement of the Board from time to time.
- 23. Sub-letting of Courier Work by the tenderer shall not be permitted in the Contract.
- 24. The CBSE shall be entitled to adjust the whole or any portion of the Earnest Money Deposit towards recovery of any amount from the tenderer or for loss of any office parcels.

B. LEGAL TERMS & CONDITIONS

- CBSE reserves the right to terminate the contract without notice at any time before the expiry of the term, in case the work performance is not upto the standard, or in case there is any violation of CBSE rules & regulations, or if there is any lapse in compliance of any Labour Legislation, or if there is any incident of indiscipline on the part of the contractor or his staff. The decision of Board in this regard would be final and binding on the contractor. In such an event Board shall have the right to engage any other Agency to carry out the assignments.
- 2. However, either party may opt to terminate the contract at one month's notice, without assigning any reason for doing so.
- In the event of any dispute or difference arising under these conditions or any special condition of contract or in connection with this contract, the same shall be referred to the court of law under jurisdiction of Delhi.
- 4. The contractor and his staff shall comply with all instructions and directions of the Board given from time to time. In the event of any emergency situation including Saturdays & Sundays the staff of the contractor shall comply with instructions given by the Board, without waiting for confirmation by the contractor.
- 5. The agreement shall be valid for a period of one year only from the date of award of the contract. The contract could be renewed for a further period of one more year on mutually agreed terms and conditions, depending upon satisfactory services of the Contractor and if permissible under Board rules existing at that time.
- 6. Non compliance of any term and conditions enumerated in the contract shall be treated as breach of contract.
- 7. The Board reserves the right to award contract for the above services either to one party or more than one party. The Board also reserves the right to amend or withdraw any of the terms



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and conditions contained in the tender document or to reject any or all the tenders without giving any notice or assigning any reason and not bound to accept the lowest. In case L-1 is more than one, then the past performance of the Tenderer will be the criteria for selection and it would be at the discretion of the Board.

- 8. Any attempt at negotiation direct or indirect on the part of a tenderer with the authority to whom he has submitted the tender or the authority who is competent finally to accept it after he has submitted his tender or any endeavor to secure any interest for an actual or prospective tenderer or to influence by any means the acceptance of a particular tender will render the tender liable to exclusion from consideration.
- 9. The decision of the Board in any matter relating to this contract shall be final.
- 10. If any relative of the tenderer is an employee of the Board, the name, designation and relationship of such employee shall be intimated to the Board in writing while submitting the tender.
- 11. The tender must accompany Rs.50,000/- (Rupees: Fifty Thousand Only) Earnest Money Deposit and fees of tender i.e. Rs.500/- (Rupees: Five Hundred Only) at the time of submission of the tender alongwith the Technical Bid should be by DD in favour of <u>Secretary, CBSE, Delhi</u>. The tenders received without prescribed earnest money shall not be considered. The unsuccessful tenderers shall be refunded with a reasonable time after finalization of the contract.
 - 12.1 Earnest Money shall be forfeited in case of the following:
 - a. On revocation of tender or increase in rates after opening of the tender but before the validity of the quotations expires.
 - b. On refusal to enter into contract after award of contract.
 - c. Non-performance of the Contract.
 - 12.2 The EMD shall be returned without interest:
 - a. To the unsuccessful bidders after the award of contract to the successful bidder.
 - b. In case bidding process is terminated by the Board for any reason.
- 12. In case of default, Contractors/Suppliers who violate the terms of the contract and whose contracts are terminated, should be considered for blacklisting by the Board for a significant time before they are considered again.
- 13. Board shall be entitled to recover the financial loss, present or future, if any, from the courier Company that the Board may suffer due to mishandling, delay or damage of the delivered consignment.
- 14. The Courier Company **to submit 100% proof of delivery** alongwith the bills.
- 15. **TDS at prevailing rates** as per Income Tax Act will be deducted from contractor's bill.
- 16. Dispute, if any, arising out of the contract shall be settled by mutual discussion or arbitration by sole arbitrator to be appointed by the Board as per the provision of the Indian arbitration and Conciliation Act, 1996 and the Rules framed there under. Any Arbitrator appointed shall not have the jurisdiction to pass any interim awards, or to grant interest higher than 8% charged simply on the award amounts, or amounts payable to either party. Court jurisdiction will be subject to Delhi.



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C. FINANCIAL TERMS & CONDITIONS

- 1. The Board will pay to the contractor, the courier charges as per actual services rendered, on raising pre-receipted bill in duplicate, supported all POD's etc. duly certified by the CBSE officials.
- 2. TDS as per prevalent laws, shall be deducted at source while making payment of Contractor's bills.
- A separate Demand Draft of *Rs.500/- (Non-refundable)* in favour of <u>Secretary, CBSE</u> payable at <u>Delhi</u> against Tender Form Fee shall be attached with quotation in case the tender document is downloaded from the website/ or given free of cost to the empanelled contractors.
- 4. The tender must accompany <u>Rs.50,000/- [Rupees: Fifty Thousand Only]</u> Earnest Money Deposit at the time of submission of tender. The EMD should be by DD in favour of <u>Secretary</u>, <u>CBSE, Delhi</u>. No interest shall accrue on this deposit, which will be returned after the successful completion of contract and after adjusting dues if any of the Contractor to CBSE. The EMD of successful tender will be converted as security deposit and the EMD of unsuccessful tenders will be refunded within a reasonable time after finalization of the contract.
- 5. Tenders not confirming to any condition/instruction stipulated in the Tender Notice or any part of the Tender are liable to be rejected at the sole discretion of the Board and EMD will be returned, on a specified day later.
- 6. Board reserves the right to appoint one or more Contractors for this job with identical rates or different rates and also the right to reject any or all quotations without assigning any reason thereof.
- 7. Rates quoted for Local, Domestic & parcel Courier Service (Services within India) shall be compared and evaluated separately and rates quoted for International Services shall be compared and evaluated separately.
- 8. Preference shall be given to the courier service provider offering the lowest rate at Column-A of rate schedule and having the good service record.



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D. UNDERTAKING BY THE COURIER CONTRACTOR

We have carefully gone through the various terms and conditions listed in the above for provision of Annual Rate Contract for Courier Services in the Board. We agree to all these conditions and offer to provide Courier Services at CBSE. We are making this after carefully reading the conditions and understanding the same without any kind of pressure or influence from any source whatsoever. We have acquainted ourselves with the tasks required to be carried out, before making this offer. We hereby sign this undertaking in token of our acceptance of various conditions listed above.

Name & Signature of Courier Contractor:

Address: _____

Seal of Courier Agency_____

Phone No. (O):	
(R):	
(M):	

Place: _____ Dated: _____



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ANNEXURE-I

TECHNICAL BID FOR PROVIDING COURIER SERVICES

5. Whether proprietary or Partnership Firm or a Company:_____

 The duly filled tenders must be accompanied with a Demand Draft only of Rs.50,000/- and Rs.500/- as Earnest Money Deposit and Tender Fee drawn on any bank in Delhi in favour of <u>Secretary, CBSE</u>.

7.	Demand	Drafts No.	and No.		dated	for Rs.	·	
	and	Rs	drawn	on				favoring,
			is enclos	ed.				

Attached/Not Attached (Enter Regd. Nos. wherever applicable)



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8. Annual Gross Turnover during the last 03 consecutive Financial Years i.e. 2012-13, 2013-2014 and 2014-15. The Organisation should provide required documentary proof in support thereof such as IT – Return, Audited Balance Sheet for the above:

Name of the year	Turn over in Nos. & Figures:
2012-2013	
2013-2014	
2014-2015	

(Please enclose copies of ITR/audited balance sheet and P & L A/c / etc., _______enclosed (Please Specify).

- 9. Is there any relative of the owner of Courier Agency or its partners working in the Board? If so, please indicate below the name of such relative and the relationship :
- 10. Please enclose a list of existing and previous three years contracts with other Government Organisations / Public Sector Undertakings / Academic Institutions etc. (Please provide the work order also)



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SI. No.	Name of the Place	How many days for delivery	Remarks
1.			
2.			
З.			
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5.			
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12.			
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14.			
15.			
16. (Other States / Cities		

11 | Page



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12. Additional information, if any (attach separate sheet if required):

Name & Signature with stamp of the Authorized Signatory

Dated: _____

Place: _____



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ANNEXURE - II

FINANCIAL BID FOR PROVIDING COURIER SERVICES

This Financial Bid should be filled in by tendering party duly signed, stamped and sealed and must be submitted in a separate cover, superscribed with "Financial Bid".

After opening of technical bid the capability and suitability of the tenderers shall be evaluated and Financial Bid of the qualified tenderers shall be opened later on and the date will be informed accordingly.

In response to your notification calling sealed tenders for job of Courier Services, we quote our rates as under:-

:

:

1. Contractor's / Firm's Name

2. Full Address & Phone Nos.

Amount in Rs. (Per Unit Price)

DOMESTIC (All over India) (Enclosed a list of cities i.e. a,b,c,d)	Zonal City (a)	Metro City (b)	Other city (c)	Remote locality (d)	Fuel charged applicable as on 01.06.2015, if any
Upto 50 Grms.,					
Upto 51 to 250 Grms.					
Upto 251 to 500 Grms.					
Upto 501 to 750 Grms.					
Upto 751 to 1000 Grms.					



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By Air :

PARCELS RATES (Weighing up to)	up to 1 Kg.	Kg to 2 kg.	2kg to 5 Kgs.	5 Kgs to 10 Kgs.	10kg to 50 Kgs.	50 Kgs to 100kg	100 Kgs. & above	Fuel charged applicable as on 01.06.2015, if any
Zonal City:								
Metro City:								
Other City:								
Remote Locality								

By Surface :

Zonal City:				
Metro City:				
Other City:				
Remote Locality				

Pl. mention places Zonal, Metro, Remote, and other cities in separate sheet. ٠

INTERNATIONAL

SI. No.	Name of the Country	Upto 25 gms.	Upto 1 Kg.	1 Kg. to 5 Kg.	Fuel charged applicable as on 01.06.2015, if any
1.	Saudi Arab Emirate				
2.	Others				

3. Fuel Charge (%, if any) : _____

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