Non-Transferable

TENDER No. Store/Cold Room/SRL/2016-17-(01)

Tender Document Cost: Rs. 200/- (Rupees Two Hundred only)

TENDER DOCUMENT

For

Annual Rate Contract (ARC) for providing Cargo Services for dispatches of Medicines / Commodities maintaining the recommended temperature (Cold Chain) under Uttar Pradesh State AIDS Control Society.
Uttar Pradesh State AIDS Control Society
4th Floor, 'A', Block, PICUP Bhawan, Gomti Nagar, Lucknow - 226 010
Phone: 0522 - 2720380 Fax: 0522 - 2721135
Website: www.upsacs.in

SCHEDULE TO TWO BID SYSTEM TENDER ENQUIRY

TENDER No. Store/Cold Room/SRL/2016-17-(01) Dated: 30.05.2016

Sealed Tender/s are invited for Annual Rate Contract (ARC) for providing Cargo Services for dispatches of Medicines / Commodities maintaining the recommended temperature (Cold Chain) under Uttar Pradesh State AIDS Control Society.

Tendering firms are requested to quote their best competitive prices conforming to the requirements stated below:

1. Contracts concluded on the basis of this Tender enquiry shall be governed by the terms and conditions set out in the relevant Tender Document.
2. Tenders received through E-mail, Telegraphic, Telex, Fax etc. shall not be considered/accepted under any circumstances. Tenders submitted in the prescribed format given in this Tender Enquiry will only be considered.
3. Tenders submitted without accompanying the EMD/S shall be rejected summarily. Tender Document can be downloaded from UPSACS website www.upsacs.in provided the cost of Tender document is submitted separately by way of DD/Pay Order drawn in favour of Project Director, Uttar Pradesh State AIDS Control Society payable at Lucknow.
4. Your Tender contained in sealed envelope having two separate sealed envelopes of Technical & Financial bids (clearly written on envelops) should be dropped in the Tender box (kept at the reception of UPSACS office latest by 15.30 Hrs on 09.06.2016.
5. The sealed Tenders shall be opened at 16.00 hrs on the 09.06.2016 date in the presence of such Tenderers who wish to be present to witness the Tender opening. UPSACS reserves the right to accept or reject any or all Tender/s without assigning any reasons thereof.
6. In the event of the last date specified for receipt and opening of the proposal being declared as a holiday for UPSACS, the due date for submission and opening of proposals will be the next working day followed by the declared holiday at the appointed time.
7. The Bidder must read the prescribed Terms & Conditions and accept the same to proceed further to submit the Bids.
8. Bidders are requested to see the UPSACS web site: www.upsacs.nic.in regularly before due date of submission for any probable corrigendum which could be uploaded subsequently against this Tender.
9. Prior to submission of Tender/s, visit UPSACS office on any working day (Monday to Friday) between 10.00 hours to 17.00 hours for any clarification. Agencies are advice to remain present in pre-bid meeting on 03.06.2016 at 16.00 hours UPSACS office.
10. This Tender is not transferable.

Yours faithfully,

(B.K. Mishra)
Joint Director, Procurement
Uttar Pradesh State AIDS Control Society
4th Floor, 'A', Block, PICUP Bhawan, Gomti Nagar, Lucknow - 226 010
Phone: 0522 - 2721871; 2720360 Fax: 0522 - 2721135
Website: www.upsacs.in

Tender No. Store/Cold Room/SRL/2016-17-(01) Date: 30.05.2016

Sub.: Invitation of Sealed Bid in Two Bid System for Annual Rate Contract (ARC) for providing Cargo Services for dispatching of Medicine/Commodities maintaining the recommended temperature (cold chain) to Uttar Pradesh State AIDS Control Society.

Uttar Pradesh State AIDS Control Society (UPSACS) is a registered society in the State of Uttar Pradesh for implementation of National AIDS Control Programme. The office of UPSACS is situated in PICUP Bhawan at 4th Floor, Vibhuti Khand, Gomti Nagar, Lucknow.

UPSACS has to dispatch HIV Diagnostic Kits / medicines / commodities with maintaining the recommended temperature range (maintaining cold chain) from one point to other point within Uttar Pradesh. Presently, dispatches would be occurred for two places namely Varanasi and Aligarh. In case of increase in facilities, we would provide the list of facilities. For this, sealed Tender are invited for Annual Rate Contract (ARC) from registered, reputed and experienced agency for providing Cargo Service for daily delivery of its medicines / commodities, etc. with maintaining the cold chain within Lucknow, to the districts within the state of U.P. and outside the U.P.

You are requested to submit your sealed proposal in two parts, (Both sealed inside one envelop) Part (I) Technical Bid and Part (II) Financial Bid so as to reach UPSACS office on or before 09.06.2016 up to 15-30 hours. Your sealed proposals should be addressed to Project Director, Uttar Pradesh State AIDS Control Society, PICUP Bhawan, 4th Floor, A-Block, Vibhuti Khand, Gomti Nagar, Lucknow. Please superscribe your sealed proposal as “Tender for Annual Rate Contract (ARC) for providing Cargo Services to Uttar Pradesh State AIDS Control Society” Financial Bid should be submitted on the letterhead of the bidder in the format provided with this letter (Financial Bid Format). UPSACS shall not be responsible for any postal delays.

Sealed Bids shall be opened at 16.00 hrs on the same date in the presence/absence of such Tenderers/Bidders who wish to be present to witness the Tender opening. UPSACS reserves the right to accept or reject any or all Tender/s without assigning any reasons thereof.

1. Documents required to be submitted in the Technical Bid.

a) Profile of Firm/Organisation/Agency (local address, telephone and mobile number and e-mail address of the cargo company. Details of branches & network of the Cargo Company and manpower etc.)

b) Photocopy of valid registration, PAN and TIN documents of bidding firm/Agency.

c) Copy of the Service Tax registration certificate in the name of bidding firm/Agency along with enclosed copy of latest payment duly attested by competent authority.

d) Income Tax return for past two years of bidding firm/Agency.

e) The annual turnover of the branch, which will provide service to the society, should not be less than Rs. Five Lakh per year during last three financial years (submit self-attested photocopy of relevant papers for proof).
f) The branch, which will provide service to the society, should have its office in Lucknow City. Provide local address, telephone and mobile number, e-mail address and other necessary information of local office.

g) A written acceptance by bidding firm/agency to provide services as per standards and specifications.

h) The Bid must accompany by a Demand Draft for Rs 10,000.00 (Rupees Ten Thousand only) Valid for at-least 03 months drawn on any Nationalized Bank in favour of Project Director, Uttar Pradesh State AIDS Control Society, Lucknow payable at Lucknow towards Eamest Money Deposit (EMD).

i) The Cargo Company will have to provide a separate list of stations in U.P. (all District of Uttar Pradesh) where the company has its services/delivery centers & tentative time of delivery for each destination.

j) Bidder have to brief on the understanding of maintaining cold chain of drugs, and what are the equipment & process, bidder will use to transport these drugs/commodities during transporting.

k) Bidder must be able to deliver medicines / commodities maintaining the recommended temperature to the destination namely **Aligarh and Varanasi within 24 hours**.

l) The Cargo Company should have the facility of tracking the delivery status of consignment through Internet.

m) The bidder must have a minimum experience of 02 (two) years in rendering services in Government organization, Departments/PSUs or reputed organizations within last five years. Provide details along with document proof (Copy of Work Order, Contract and Performance Certificate if any) in support of the past performance must be attached duly signed by an officer not below the level of Section Officer.

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Name &amp; Address of Firms with whom jobs were carried out</th>
<th>Contract details</th>
<th>Value In (Rs.)</th>
<th>Successful period From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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n) Affidavit from Notary that the bidding firm/ agency has not been blacklisted/deregistered or barred by any Govt. Department/ Institution in the past.

o) A photocopy of this Tender document duly signed and stamped by authorized signatory of the bidding firm/agency as a token of acceptance of all terms and conditions of this Tender.

p) All pages of the bid including all enclosures should be numbered (except printed leaflets / catalogue) and must be duly filled in, signed and stamped by the bidder or his authorized representative. Offers received without signature and seal on all pages are liable to be rejected.

**While submitting your Tender please note the following Terms and Conditions.**

1. **Name and Scope of Work:**
   a) Cargo services for UPSACS to deliver medicines/commodities maintaining recommended temperature (cold chain) to two places in Uttar Pradesh namely Aligarh
& Varanasi. Although bidders are required to quote their rates for entire UP (all districts of Uttar Pradesh) and all states of the country.

b) The selected agency/bidder would be initially contracted for a period on one year from the date of award of the contract. Based on the performance and feedback, the contract may be renewed for another one year on same rate and terms & conditions on mutual agreement subject to reforms and availability of funds. In this connection the right reserves to the sole discretion of UPSACS.

2. Validity of Price:
Price shall remain valid for a period of not less than 90 days after the deadline date specified for submission of Tender. In exceptional circumstances, the UPSACS may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax). The validity of EMD shall also be suitably extended.

3. Terms & Conditions of work:
   a. The firm shall arrange a pick up on the same day; if the request is made after 4 pm then the pick-up would be arranged for the next day.
   b. The firm shall pick the bulk medicines/commodities with maintaining the recommended temperature (maintaining cold chain) on daily/monthly or as and when required from UPSACS premises/store as per instruction from the Society and deliver the same within 24 hours to both of the locations i.e. Aligarh & Varanasi.
   c. Timely delivery of the commodities, which require to maintain the recommended temperature, is the soul of job, hence, bidder must assure once the commodities pick-up from the store, vehicle should be sealed to avoid any further pick-up of consignments from others.
   d. Undelivered medicines/commodities will have to be immediately returned back to the office with proof of clearly and emphatically mentioning the reason(s) for non-delivery and the attempts made to deliver the consignment maintaining the recommended temperature.
   e. If any medicine/commodity is not delivered to the destination or is lost or is delivered beyond 24 hours by the Cargo Company, then in that case the society will deduct reasonable amount depending upon the importance of the medicine /commodity from the bill of the Cargo Company.

4. Evaluation of Bid
The purchaser shall evaluate the bids that are determined to be substantially responsive i.e. which
   a) Are properly signed and stamped and conform to the terms and conditions and specifications of Tender document.
   b) Evaluation of the quotation will be done on individual item basis.
   c) Technical Bid will be evaluated on the basis of responsiveness, experience of similar nature quality work and turn over.
   d) Financial bids of only those firms shall be opened whosoever is found technically qualified.
5. **Award of Contract:**
   a. UPSACS will finalize the rate contract of the bidder whose Tender has been determined to be substantially responsive and who has offered the lowest with efficient cargo/courier satisfactory services.
   b. UPSACS prior to the expiration of the Tender validity period will notify the bidder whose Tender is accepted of the award of contract. **The terms and conditions of the accepted offer shall be incorporated in the Work order.**
   c. Notwithstanding the above, UPSACS reserves the right to accept or reject and to cancel the bidding process and reject all Tender at any time prior to the award of the contract, without detailing any specified reasons whatsoever.

6. **Penalty:**
   a. If any case when Firm/Agency is unable to deliver medicine/commodity with maintain cold chain within 24 Hours the society will deduct Cost of the said medicine/commodity from the bill of the cargo company and no cartage cost shall be paid thereof the said consignment. The decision of UPSACS on the matter will be final and binding on the Firm/Agency.
   b. **Failure of the delivery** – If the contractor/agency manipulates the delivery particulars, damages the consignments, mishandles the consignments, submits wrong bills, submits unreliable delivery status reports of delivery of materials, then the UPSACS may forfeit the Security Money, blacklist the contractor/service providing firm or impose a penalty on the cargo firm/agency and the required materials then will be delivered from market. The extra cost of the delivery of the material(s) will be recovered from the service provider.
   c. **Variation in delivery quantity at destination** - Cost of the said medicine/commodity will be recovered from the cargo company and 100% of cost as per penalty and no freight charges shall be paid.

7. **Payment:**
   a) **No payment will be made until the agreement is executed.** Payment will be made after satisfactory delivery of Consignments at our respective destinations and on submission of the bill/invoice for processing of payment along with the proof of goods acceptance certificate (POD:-duly stamp) clearly mentioning time and date of delivery by the competent/authorized authority.
   b) The Firm/Agency shall submit Bills in two copies with POD receipt duly attached with the bill along with a summary report indicating the date of receipt of the letter from UPSACS and date of delivery of the same at the destination as per mutually agreed delivery terms. The proof of Delivery (PODs) will be preserved and maintained by cargo/courier agency and should be submitted along with the monthly bill. The payment will be made within a reasonable time after scrutinizing and verifying the bills. Bill will have to be submitted by 10th day of next month for payment. 100% of P.O.D.s will have to be enclosed with the monthly bill being submitted for payment.
   c) **Proof of Delivery (P.O.D.) and acknowledgement receipt should be signed and stamped by competent/authorized authority.** Separate P.O.D. can be asked in any important matter.

8. **Procedure of selection stages:**
   **Stage 1** - Technical evaluation will be done by technical committee. Only name of party will be read out at the time of opening of technical bid.
   **Stage 2** - After verification of documents, attached with technical bid as per checklist by technical committee, the "Financial Bid" will be opened on the basis of qualified Tenders in stage-1. The date of "Financial Bid" opening will be announced on
the date of opening of technical bid. Only technically qualified bidders will be invited on “Financial Bid” opening.

9. Bid price
   a) All duties, taxes, labour charges, display charges, surcharges, VAT, octroi, transport, freight cost & other levies payable by the supplier must be included in the total cost, and Service Tax and any other levies should be clearly mentioned separately in terms of percentage and amount in the price sheet. The rates should be inclusive of all duties/taxes/service charges.
   b) The rates quoted by the bidder shall be fixed and firm till the completion contract period and shall not be subject to any adjustment or increase on any account.
   c) Financial Bid should be submitted on the letterhead of the bidder in the format provided with this letter (Financial Bid).
   d) The prices shall be quoted in Indian Rupees numerical as well as in words form.
   e) No correction will be entertained after opening the Tender. Rates are required according to the rate schedule as per (Financial Bid).
   f) Each bidder shall submit only one Tender.
   g) Conditional Bids shall be rejected.

10. U.P. State AIDS Control Society shall not provide any kind of Forms to you for supply of these items.
11. The firm shall be solely responsible for any act of commission and/or omission on the part of staff deployed.
12. In case of theft or loss of goods and parcels, the firm shall be liable to compensate for such losses in full, as deemed by Project Director, UPSACS. In this regard the decision shall be final and binding.
13. The EMD of the bidders shall be returned after due selection of the agency for providing of cargo services.
14. The selected bidder will have to deposit Rs.30,000/- (Rupees Thirty Thousand Only) as Security Money within 15 days after issue of work order valid for at-least 15 months in form of FDR of Nationalized Bank month from the date of given work order in the name of Project Director, Uttar Pradesh State AIDS Control Society, Lucknow, failing which the Earnest Money will be forfeited. The Work Order/Rate Agreement in such a case may be awarded to someone else or the Project Director may invite fresh Tenders.
15. The Contract/Agreement on a non-judicial notarized stamp paper of Rs. 125/-, will be signed by the successful bidder within 15 days from the date of issue of the ‘Acceptance of Bid’ or Work Order failing which the the Earnest Money will be forfeited and the bidder may be blacklisted.
16. Please note that no FDR in ‘Joint’ name, Demand Draft, Banker’s Cheque, Pay Order, Banker’s Cheque, Bank Guarantee, Personal Cheque or any such instrument whose date of validity may not be got extended by the Society alone, at any time in future, is NOT ACCEPTABLE. Any instrument issued by a Non-Nationalised or Cooperative Bank is also NOT ACCEPTABLE.
17. The security money will be returned only after satisfactory completion of the contract against submission of request for the same subject to such deductions that may deemed fit at the sole discretion of UPSACS in case of non-fulfillment of any of the terms and conditions of the Work Order for providing Cargo Services to UPSACS.
18. If the Supplier whose Tender is accepted fails to enter into contract or does not submit Security Money referred as per condition No. 07 and 08 above and fails to submit services in the specified time limit, the order issued will stand cancelled and Security Money and Security Money shall be liable to be forfeited. The Project Director may accept the delay with the following penalty clauses:
a. If due to delay in service, an alternate arrangement is made by the Society, the extra expenditure incurred, if any, by the Society shall be recovered from the bill of the supplier.

b. Delay in submitting the security money will lead to a deduction of 0.5% of Contract Value per week or part thereof as fine.

c. Delay in submitting Notarised Affidavit will lead to deduction of 0.5% of work order per week or part thereof.

19. UPSACS reserves the right to cancel the Work Order in whole or any part thereof and shall be entitled to revise the Order wholly or in part by a written notice to the supplier, if:-
   (a) the Supplier fails to comply with the terms of the order including specifications and other requirements;
   (b) the Supplier becomes bankrupt or goes into liquidation;
   (c) the Supplier fails to deliver the services in time.
   (d) if the Supplier fails to perform any other obligation(s) under the Contract.

20. Specification mentioned on the financial bid format should be strictly followed and bidders are requested to quote their rates on the format against each item separately. Any deviation from Financial Bid Format shall summarily be rejected.

21. **Force Majeure Clause**
   (a) The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
   
   (b) For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable.
   
   (c) Such events may include, but are not restricted to, acts of UPSACS in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
   
   (d) If a Force Majeure situation arises, the Supplier shall promptly notify the UPSACS in writing of such condition and the cause thereof. Unless otherwise directed by the UPSACS in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In the event of Force Majeure, the Bidder shall advise UPSACS by a registered letter duly certified by local Chamber of Commerce or statutory authorities the beginning and end of the above causes of delay within seven (7) days of occurrence and cessation of such Forced Majeure conditions.
   
   (e) For delays arising out of Forced Majeure, the bidder shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Forced Majeure and neither UPSACS nor the bidder shall be liable to pay any extra costs.

22. The Firm/Agency shall be liable to pay penalty imposed by UPSACS, if any, for violation of the agreed terms and conditions. It shall also be responsible for complying with all statutory requirements and obligation at their own costs.

23. Service provider's person shall not claim any type of compensation/Absorption/regularization/benefit (Health related also) of service from this office.

24. In event of any dispute arise in the clause of agreement both the parties will resolve the matter mutual understanding & negotiation.

25. Under special circumstances if medicine / commodity is to be sent immediately, then the cargo service will have to make arrangements for its delivery immediately, for this representative of the Cargo Company will have to come to office as per requirement.
26. Security: Qualified Firm/Agency will be fully responsible for any pilferages, theft, damage and breakages. The Agency shall exercise due care and caution while transporting the consignments to avoid any damage or loss at any stage. The Actual loss will be recovered from the cargo company.

27. If a bidder withdraws his quotation before the expiry of the validity period, the Earnest Money shall be forfeited.

28. In case of failure of delivery or refusal of the Works on the basis of lowest rates under the terms and conditions mentioned in the Tender document, Earnest Money will be forfeited.

29. If subsequent to the submission of the quotation, any supplier amends, alters or modifies the contract & specifications as laid down in the quotation, then it will be presumed that the supplier shall be deemed to have withdrawn his quotation.

30. There will be no advance payment or payment of interest for any delay in payment.

31. Also, if the bidder fails to provide services on time, UPSACS reserves the right to get the services from other firm from market at the cost and risk of the bidder.

32. Tax deduction at Source will be deducted as per Income Tax Act in force at the time of payment.

33. The Society will not be held responsible for any clerical mistake if so happen.

34. The Society reserves the right to quash/reject all or any one of the Tenders without assigning any reason thereof, and in suppression of any of the conditions laid down before herein or thereafter.

35. In case of any dispute the decision of Project Director will be final and binding on both the parties.

36. Any litigation in connection with this quotation shall be subject to the jurisdiction of Courts at Lucknow.

(B.K. Mishra)
Joint Director, Procurement
Annexure-II

(FINANCIAL/COMMERCIAL INFORMATION)

To,

The Project Director,
Utter Pradesh State AIDS Control Society,
4th Floor, A-Block, PICUP Bhawan, Vibhuti Khand,
Gomti Nagar, Lucknow

Date:-

Sub: - Submission of Financial Bid for “Annual Rate Contract for providing Cargo Services for dispatches of Medicines / Commodities maintaining the recommended temperature (cold chain) under Uttar Pradesh State AIDS Control Society”.

Ref: - Your inquiry no. __________ date_____ due on __________ Tender.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>CFT of Consignments</th>
<th>Weight of consignments</th>
<th>Charges for Aligarh</th>
<th>Charges for Varanasi</th>
<th>Charges for other Districts of UP</th>
<th>Other cities of the country</th>
<th>Delivery / Lead Time (In hours/days)</th>
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<tbody>
<tr>
<td>1</td>
<td>8 CFT</td>
<td>35-40 Kg</td>
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<td>Every Additional per kg (for more than 40 Kg)</td>
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<td>3</td>
<td>Service Tax rate (%)</td>
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</table>

1. Any overwriting/cutting etc. in quoted rate will make the quotation liable to be rejected.
2. All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
3. Rates must be inclusive of Packing, Loading, unloading of medicine/commodities.
4. Specification and makes mentioned on the financial bid format should be strictly followed and bidders are requested to quote their rates on the format against each item separately.

Signature and Seal
of authorized person of firm

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10
### Check List for providing Cargo Services to Uttar Pradesh State AIDS Control Society.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Response</th>
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<tr>
<td></td>
<td><strong>Annexure-I</strong></td>
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</tr>
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