



## **Tamil Nadu Public Service Commission**

### **Tender No. 676 , dated 18.12.2023**

**Open Tender for TRANSPORTATION OF EXAMINATION MATERIALS FROM DESIGNATED DISTRICT TREASURIES/ SUB- TREASURIES TO COMMISSION'S OFFICE THROUGH CHARTERED VEHICLES FOR Three years [LORRIES WITH CLOSED CONTAINER CARRIAGE]- by E-Tender process**

<b>Tender Publishing Date and Time</b>	<b>@ 4:30 PM on 18.12.2023</b>
<b>Tender Document Download-Start Date and Time</b>	<b>@ 4:30 PM on 18.12.2023</b>
<b>Bid Submission- Start Date and Time</b>	<b>@ 6:00 PM on 18.12.2023</b>
<b>Bid Submission- Closing Date and Time</b>	<b>@ 11.00 AM on 03.1.2024</b>
<b>Bid Opening Date and Time</b>	<b>@ 04.00 PM on 03.1.2024</b>

### **Notice Inviting Tender**

Tenders containing Technical Bid and BOQ are invited from the reputed firms for transportation of Examination materials through chartered vehicles from designated District Treasuries / Sub Treasuries to Commission's Office for various examinations to be conducted by the Commission.

#### **I. ABOUT TNPSC**

##### **(a) Background:**

Tamil Nadu Public Service Commission is mandated with the task of making Direct Recruitment to State, Subordinate and Ministerial Services and also conducts Departmental Examinations for Government Servants using Multiple-Choice Questions (Objective Type) with Optical Mark Recognition Answer sheets for ensuring fairer and faster selection process. Some of the recruitments involve Descriptive type main written examinations and Oral tests also.

##### **(b) Objectives:**

This tender is floated for selecting a well experienced transport company/firm for transportation of examination materials from the designated District Treasuries/Sub-treasuries to the Commission's office.

**(c) Tentative Quantity to be procured:**

The tentative quantity (i.e. Number of Kilometers) to be procured is 133204 Km for a period of three years. The total quantity arrived is only tentative based on number of Kilometers approximately procured in the last three years and the bidder shall have no right to claim the amount for the tentative quantity as the actual work order will vary based on number of examinations to be conducted in the contract period of three years.

**II. SCOPE OF WORK**

**OBLIGATIONS OF THE CONCERNED PARTIES:**

**A. OBLIGATIONS OF THE SERVICE PROVIDER:**

1. Service Provider should strictly follow the terms and conditions given in the agreement.
2. The vehicle provided shall be in good working and road worthy condition. The fitness and statutory compliance in respect of the said vehicles shall be responsibility of the bidder. For this purpose, the Company should have its service centres at different cities in the state of Tamil Nadu to attend any repair in the vehicles immediately.
3. The Trucks with GPS and CCTV devices fitting facility in closed container should be provided.
4. Digital route map should be provided for linking the GPS coverage range. The route shall always be in the National Highways.
5. Soft copy of the actual GPS route mapping of each vehicle shall be provided on every successful completion of the trip.
6. Provision shall be made for fitting the CCTV cameras in the driver cabin and inside the container at two places, with necessary power supply. The provision for placement of CCTV cameras shall be in such a way that the entire driver cabin and the contents of the container are conspicuously visible. The provision for sufficient power supply or connectivity to power supply shall be ensured for the entire trip so that the live streaming is not hindered in any manner. It shall be ensured strictly that the vehicles deployed for the services mentioned herein shall not be used for carrying/transporting any other goods/articles or for any other purpose till the completion of the trip.
7. After installation of CCTV cameras in the vehicle, it shall be ensured that the CCTV cameras are not damaged or

disturbed in any manner and the vehicle shall not be engaged for any other purpose other than the intended purpose. Firm adherence to this condition is expected so as to avoid any disruption in surveillance which might arise when the vehicles are diverted for works unrelated to the Commission.

8. The driver's cabin of each vehicle should have comfortable seating facility for accommodating two persons (one armed police constable will accompany the driver)
9. The bidder should have the capability to arrange for any number of vehicles as required by the Commission, even within a short notice (within 24 hours). Generally the work order with route schedule will be provided to the successful bidder 7 to 10 days ahead of the scheduled programme. The Lorries should have valid permits required to operate throughout the state in any designated route.
10. The Lorries should have periodical Insurance coverage in force.
11. The bidder should have established support centres viz., Depot/Workshops with sufficient well trained mechanics, cleaners and sufficient spare parts, throughout Tamil Nadu, so as to attend to any breakdowns on the way within 1 to 2 hours.
12. Drivers should be shuffled and deputed in different routes and same drivers should not be posted in the same route, and time again. Record should be maintained to ensure the shuffling.
13. Drivers shall maintain a diary with reference to any kind of stoppage including tolls.
14. Facility shall be provided for additional locking in the container door to put two onetime locks in addition to existing centre locking knob to lock with GPS lock.
15. Vehicle movement shall always be in the line of sight to the Escort vehicle being arranged by TNPSC.
16. The vehicle shall move out of the TNPSC office premises only after delivery of the materials, and after getting consent letter which will be generated and handed over to the Driver by the officials of TNPSC.
17. In case of any breakdown of vehicle, it should be attended immediately without any major delay in schedule. To avoid such contingency, all the vehicles deputed for this work should be serviced and checked thoroughly before being sent on a trip.

18. Rate should be quoted on per kilometre (KM) basis (excluding tax) and no additional claims should be made on the bill other than the rate agreed for the total number of kilometres operated by each vehicle.
19. All payments with regard to route permits, toll charges, insurance etc. for operation of fleets, it shall be borne by the Service Provider.
20. After completion of Trip, bills along with details of meter reading, GPS tracking details (soft copy) shall be submitted for making payment.

**B. OBLIGATIONS OF TNPSC:**

1. Confidential cargo handling and its security arrangements will be the TNPSC's scope.
2. The work order shall be issued 7 - 10 days before the examination dates to arrange the vehicles along with route schedule.
3. Modification and alterations will be suggested by TNPSC, if any required.

**C. OTHER CLAUSES:**

1. Unless otherwise provided in the contract, any notice, request, consent or other communication given or required to be given hereunder shall be given by mailing the same by email, postage prepaid, return receipt requested in the case of the Service Provider to TNPSC at the address set forth above or with other addresses and to the attentions of such other person or persons as may hereafter be designated by like notice hereunder and any such notice sent by post shall be deemed to have been served on the date when in the ordinary course of post, it would have been delivered at the address to which it was sent.
2. Any notice to the Service Provider given or required to be given hereunder shall be given by either:
  - a. Mailing the same by email, postage prepaid, return receipt requested; or
  - b. Having the same delivered with receipt acknowledged at the address set forth above or with other addresses and to the attentions of such other person or persons as may hereafter be designated by like notice hereunder and any such notice shall be deemed to have been served if sent by post on the date when in the ordinary course of post, it would have been delivered at the addresses to which it was

sent or if delivered on the date of acknowledgement of receipt.

### **III. ELIGIBILITY CRITERIA**

1. The bidder should be a proprietary/partnership/Private or Public limited company, registered under relevant Act.
2. The company should hold a valid Income Tax PAN, Goods and Service Tax Registration & Provident Fund (PF) registration Certificate.
3. The Bidder should have an office in the Chennai city.
4. Joint Ventures & Consortiums are not allowed to participate in the bid.
5. The Bidder should have at least ten years of experience in the field of transportation of goods/documents. In this, the bidder should have at least two years of experience in transportation of confidential materials of at least any one government body. (State/Centre/Statutory government body).
6. The bidder should have minimum 30 Lorries (6 to 10 tonnes capacity) with closed container carrier (leak proof) at back for transporting important documents under sealed condition with all the security features as indicated in the bidding document.
7. The bidder should have minimum 30 well experienced drivers with valid heavy vehicle driving license on permanent roll of the company/ firm.
8. The Bidder should have an average annual turnover of Rupees Fifty Lakh in transportation work in any one of the five financial years between 2016-2017 to 2022-2023.
9. The bidder should not have been black listed by any of the Public Sector Undertakings / Government departments for any reasons.
10. Copies of work order, bills or payment certificate to be uploaded as proof of evidence.

All above eligibility conditions are mandatory and the firms not fulfilling all the above conditions shall not be considered and shall be summarily rejected. However, for evaluation of the technical bids, the Technical Evaluation

Committee shall evaluate the bids based on the criteria specified in this tender document.

#### **IV. OTHER TERMS & CONDITIONS**

- (1) The Service Provider should agree to complete the execution of the contract specified in this agreement within the stipulated period prescribed by TNPSC at the quoted rate. The contract shall be initially for a period of 3 years from the date of execution of the agreement with the Tendering Authority. However, the contract may be renewed for a further period of 9 more months or up to 25% more than the tentative Kilometres (i.e. Quantity to be procured) whichever is earlier/lower on the basis of the performance of work of the Service Provider subject to mutual terms and conditions as specified in the contract.
- (2) The prices/rates quoted shall be firm throughout the period of the validity of the offer and subsequently during the currency of the contract.
- (3) The quotation along with the enclosures, the offer submitted by the Service Provider, the negotiated and finalized terms and conditions and the work order respectively will form part of this contract. Wherever the offer conditions furnished by the Service Provider are at variance with conditions of this contract, the final negotiated offer conditions shall prevail over the conditions furnished by the Service Provider.
- (4) The vehicles provided should be in good road worthy and working condition and serviced properly before being sent for operation, considering the sensitivity of the job.
- (5) Any other terms and conditions of the Bidders given in their bids will not be considered as forming part of the Tenders. No deviation shall be acceptable in the terms and conditions of the contract applicable to this invitation to Tender.
- (6) Hypothetical and conditional Tenders will not be entertained.
- (7) Tamil Nadu Public Service Commission reserves the right to accept or reject all or any of the Tenders without assigning any reason.
- (8) The Tamil Nadu Public Service Commission reserves the right to terminate the contract at any time if it is satisfied that the Agency has failed to fulfil its obligations as per the terms & conditions contained in the Contract. The decision of the Tamil Nadu Public Service Commission in this regard would be final and binding.

#### **V. CLARIFICATIONS AND AMENDMENTS TO TENDER DOCUMENT**

TNPSC may for any reason, modify the Tender Document from time to time. The amendment(s) to the Tender Document, if any, would

be clearly spelt out and hosted on the website as provided in the document and the bidders may be asked to amend their bids due to such amendments.

## **VI. SUBMISSION OF BIDS THROUGH WEB PORTAL:**

### **Part-I: Technical Bid:**

The following documents shall be uploaded for Technical Bid through online;

1. Bidder's authorization certificate.
2. Earnest Money Deposit (EMD):

The Firm has to make online payment of Rs. 50,000/- (Rupees Fifty Thousand only) towards the cost of earnest money deposit.

#### **Note:**

- a. EMD of the successful bidder will be released after the Security Deposit is paid by the successful bidder.
  - b. The Earnest Money Deposit will be forfeited on account of one more or more of the following reasons:-
    - i. Bidder withdraws its Bid during the validity period specified in Tender Document.
    - ii. In case of a successful bidder, the said bidder fails to sign the Agreement in time.
  - c. EMD Of all unsuccessful bidders would be released through online.
  - d. The EMD amount will not earn any interest and will be refunded to the unsuccessful bidders within a reasonable time after finalizing the successful bidder.
3. Copies of Certificate of incorporation of the firm (e.g. Registration as Partnership Firm, Proprietary concern, Company etc.)
  4. Permanent registration certificate issued by Department of Industries and Commerce, Government of Tamil Nadu, if seeking exemption from payment of EMD amount.
  5. Proof of having at least 10 years of experience in the field of transportation and atleast two years of experience (in total) in transportation of confidential materials of at least any one

Government body. (State/Centre/Statutory government body) supported with work orders, invoice & payment copy, end user certificate/client feedback certificate.

6. Certificate from its certified Chartered Accountant stating that the Bidder had an average annual turnover of Rupees Fifty Lakh in transportation work during the any one of the five financial years. The annual turnover values for any five years between 2016-2017 and 2022-2023 shall be taken into account.
7. Audited balance sheet to be attached for the five financial years along with IT and GST returns as proof. The audited balance sheets for any five years between 2016-2017 and 2022-2023 shall be taken into account.
8. Certificate copies of following registrations namely;
  - a) Income tax PAN
  - b) Goods and Service Tax registration
  - c) Provident fund (PF) registration
  - d) Permit for operating through-out the state
9. The bidder should possess adequate infrastructure on own for the proposed transportation to carry out the intended services. The vehicles (should have 30 or more vehicles with closed container carrier of 6 to 10 tonnes capacity) should be owned by the bidder and certificate copies for the following are to given;
  - a) Registration certificate (RC) book, valid permit, Road tax receipts, insurance certificate and fitness certificate (FC) etc., for all vehicles.
  - b) Valid driving license of all the drivers
  - c) Authority of ownership of vehicle
  - d) Certificate covered under section 66 of Motor vehicle act 1988.
  - e) Drivers with age limit up to 50 years and with minimum 5 years of experience in heavy motor vehicles.
  - f) Valid pollution under control certificate (PUC).
10. The bidder should have his own support infrastructure facilities. Copies of evidence for the same should be uploaded.
11. Proof in support of Quality Certification received, if any.

12. Technical literature, write-ups if any, in support of the services tendered for.
13. An affidavit in Rs.20 Non judicial stamp paper declaring that the bidder was not blacklisted by any State/Central/Quasi Government bodies and the blacklisting is not in force on the date of bid opening.
14. Check list cum questionnaire as per Annexure I and II of the bidding document to be uploaded.

**Part-II: Financial Bid/Bill Of Quantity:**

- (1) The Bidders shall Apply their Quoted rate in BOQ(Financial Bid)of the web portal.
- (2) The Commercial bid shall be on fixed price basis, exclusive of all types of applicable taxes. If the prices quoted are accompanied by hypothetical or vague or conditional expressions such as "Subject to any condition or assumptions", the same shall be treated as invalid bid and shall be summarily rejected without assigning any further reason.

**VII. VALIDITY OF BIDS**

The bids submitted for this tender shall be valid for 6 months from the date of submission of tender.

**VIII. OPENING OF BIDS**

The bids received shall be opened at \_\_\_Hrs (IST) on\_\_\_\_/2024.

**IX. EVALUATION OF BIDS**

**1. Technical scrutiny**

- a) The technical eligibility of the bidder will be evaluated against the eligibility criteria, other terms and conditions mentioned herein, before opening of financial bid.
- b) During the process of evaluation of Bids, TNPSC may, at its discretion, ask Bidders for clarifications on their bid. The Bidders are required to respond within the prescribed time frame for any such clarification. In case of non-compliance, their bids will be disqualified and rejected without further notice.

## **2. Financial evaluation**

The financial bids of those bidders who have been found to be technically eligible will alone be opened. The Financial bids of ineligible bidders will not be opened.

### **X. ACCEPTANCE OF BIDS**

The bids of only the bidder who has quoted the lowest rate shall be considered for the award of the contract, subject to the conditions that the Tendering Authority reserves the right;

- (1) To enter into negotiation with such bidders with a view to get the best possible, efficient and cost effective solution.
- (2) To award this contract either to one or more bidders at the negotiated final rate.
- (3) To draw and maintain a panel of bidders at the negotiated final rate so as to award this contract to any bidder as the Commission may deem fit and necessary.
- (4) To reject any tender without assigning any reason whatsoever.

### **XI. NOTIFICATION OF AWARD OF CONTRACT**

TNPSC will notify the successful bidder in writing that its bid has been accepted. The notification of award will constitute the formation of the contract.

### **XII. SECURITY DEPOSIT**

- a. A security deposit amount not exceeding 5% of the value shall be paid by the successful bidder.
- b. The Security Deposit amount will be refunded to the Successful Bidder on completion of 3 months after the Contract Period is over subject to satisfaction of TNPSC. Such completion would be arrived at when the entire Scope of Work is executed by the Bidder as per the Contract Agreement and as per Order(s) issued by TNPSC from time to time. The security deposit amount will not earn any interest.

### **XIII. SIGNING OF CONTRACT**

After TNPSC notifies the successful bidder that its proposal has been accepted, the successful bidder shall sign the Contract within 10 working days. After signing of the Contract, no variation in or modification of the terms of the Contract shall be made.

### **XIV. RIGHT TO TERMINATE THE PROCESS**

TNPSC reserves the right to annul the Tender process, or to accept or reject any or all the Bids in whole or part at any time without assigning any reason and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

### **XV. PAYMENT**

Payment shall be made on submission of bills on completion of the work assigned.

### **XVI. PENALTY/ LIQUIDATED DAMAGES**

- (1) Any delay in the time schedule prescribed by Tendering Authority shall attract a penalty as mentioned in this tender for the deviations in the contract.
- (2) A penalty will be levied at up to 10% of the bill amount furnished by the service provider for that particular vehicle/arrangement for non-fulfilment of the work entrusted to them by TNPSC.
- (3) In the event of failure to fulfil the conditions, TNPSC at its discretion may initiate any of the actions such as:
  - Additional resources will be requested by TNPSC for the completion of work.
  - Any other action as may be decided by the TNPSC in the best interest of the work.
- (4) In case of delay beyond acceptable limits like in situations causing last minute disruption in the smooth conduct of examinations, the tendering authority will be at liberty to procure the services from any other agency at the risk and cost of the Service Provider and it also will result in the forfeiture of the Security Deposit amount.
- (5) For any other irregularities, deficiencies in services, mistakes, etc. which might arise from non-compliance of conditions stipulated in the tender document & agreement, penalty at the discretion of Tendering Authority will be imposed. Further, it shall be within the rights of Tendering Authority to make

necessary deductions from the running bills of the Service Provider in such cases.

- (6) Where any claim for the payment of a sum of money arises, out of or under this contract against the Service Provider, the tendering authority shall be entitled to recover such a sum by appropriating in part or whole, from the performance security deposit of the Service Provider. In the event of the security deposit 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 the Service Provider.

## **XVII. FORCE MAJEURE**

Neither TNPSC nor the Service Provider shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:

- a. Natural phenomena including but not limited to earthquakes, floods and epidemics.
- b. Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared.
- c. Accidents or disruptions including, but not limited to fire and explosions.

## **XVIII. CONFIDENTIALITY**

The Selected Bidder and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, agreement or the TNPSC's business or operations without the prior consent of the TNPSC. The legal liability for breach of confidentiality by the bidder and its employees solely lies with the bidder.

## **XIX. FRAUDULENT/CORRUPT/COLLUSIVE/COHESIVE PRACTICES**

The Selected Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Process of work assigned to them. Notwithstanding anything to the contrary contained in this Request For Proposal, TNPSC shall reject a Proposal without being liable in any manner whatsoever to the Selected Bidder, if it determines that the Selected Bidder has, directly or indirectly or through an agent, engaged in any form of fraudulent/corrupt/cohesive/collusive practices, in the Process. In such an event, TNPSC shall, without prejudice to its any

other rights or remedies, forfeit and appropriate the Performance Security.

**XX. ARBITRATION & JURISDICTION**

In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the Controller of Examinations, TNPSC under the "Arbitration and Conciliation Act 1996". The arbitration shall be held in Chennai, Tamil Nadu, India and the language of arbitration shall be English. The Courts at Chennai alone shall have jurisdiction in the matter.

**Sd/- Controller of Examinations**

## ANNEXURE-I

### CHECKLIST-CUM-QUESTIONNAIRE FOR ELIGIBILITY CRITERIA

SL.NO.	ELIGIBILITY CONDITION	YES/NO
1.	Is the firm registered in India	
2.	Do you have at least ten years of experience in the field of transportation of goods/documents?	
3.	In this, do you have at least two years of experience (in total) in transportation of confidential materials of at least any one government body? (State/Centre/Statutory government body)	
4.	Do you have an operating branch office at Chennai?	
5.	Will you be the direct agent to deal with TNPSC and shall be solely responsible for the execution and delivery of the work?	
6.	Does the annual turnover pertain to your firm alone and not of other sister concerns	
7.	Do you have minimum 30 Lorries (6 to 10 tonnes capacity) with closed container carrier(leak proof) at back for transporting important documents under sealed condition.	
8.	Do you have the capability to arrange for any number of vehicles as required by the Commission, even within a short notice (within 24 hours)	
9.	Do all the vehicles have periodical insurance coverage in force?	
10	Does your firm have minimum 30 well experienced drivers with valid heavy vehicle driving license on permanent roll of the company/ firm.	

<b>SL.NO</b>	<b>ELIGIBILITY CONDITION</b>	<b>YES/NO</b>
11.	Do you have established support centres viz., Depot/Workshops with sufficient well trained mechanics, cleaners and sufficient spare parts, throughout Tamil Nadu, so as to	
12.	Does the driver's cabin of each vehicle have comfortable seating facility for accommodating two persons (one armed police constable will accompany the driver)	
13.	Have you ever been black listed by any government organization/Department/PSU/any other agency on the day of bidding?	
14.	Have you submitted copies of work order, bills or payment certificate as proof of evidence?	
15.	Are you aware that TNPSC may amend the tender by issuing an addendum in writing or by standard electronic means? And TNPSC has right to cancel or modify the tender.	
16.	Are you aware that though you satisfy the eligibility criteria, you may be disqualified for the reason stated in this tender document?	
17	Have you uploaded all supporting documents for your claims and eligibilities?	
18	Are you ready to show the supporting documents to the tender scrutiny committee at any time when called for?	
19.	Have you uploaded all forms and Annexure required for this tender?	

(Copy of supportive documents to be uploaded)

## ANNEXURE-II

(Bidder has to mention against each item whether it is Uploaded or not.

Sl. No.	Name of the document	Uploaded/ Not Uploaded
1	Bidders authorization certificate	
2	Copies of Certificate of incorporation of the firm (e.g. Registration as Partnership Firm, Proprietary concern, Company etc.)	
3	<p>Certificate copies of following registrations namely;</p> <ul style="list-style-type: none"> <li>• Income tax PAN</li> <li>• Goods and Service Tax registration</li> <li>• Provident fund (PF) registration</li> <li>• Permit for operating through-out the state</li> </ul>	
4	<p>Do you possess adequate infrastructure on own for the proposed transportation to carry out the intended services. The vehicles (should have 30 or more vehicles with closed container carrier of 6 to 10 tonnes capacity) should be owned by the bidder and certificate copies for the following are to given;</p> <ul style="list-style-type: none"> <li>a) Registration certificate (RC) book, valid permit, Road tax receipts, insurance certificate and fitness certificate (FC) etc., for all vehicles.</li> <li>b) Valid driving license of all the drivers</li> <li>c) Authority of ownership of vehicle</li> <li>d) Certificate covered under section 66 of Motor vehicle act 1988.</li> <li>e) Drivers with age limit up to 50 years and with minimum 5 years of experience in heavy motor vehicles.</li> <li>f) Valid pollution under control certificate (PUC).</li> </ul>	
5	Proof in support of Quality Certification received, if any.	
6	Copies of work order, bill (or) payment certificate.	
7	Audited balance sheet for any 5 years between from 2016-17 to 2022-2023.	

## **Certificate of Undertaking**

1. I/ We have read the tender documents completely and understood the requirements and conditions laid down in it. We certify that our firm is eligible to participate in this tender as per the eligibility criteria specified in this tender document. I/ We will abide by the tender terms and conditions given in the documents.
2. I/ We have not been blacklisted by any State/Central/Other Government Institutions as on the date of bid opening.