

**National Health Systems Resource Centre**  
**NIHFW Campus, Baba Gang Nath Marg, Munirka, New Delhi -110067**  
**Tel-+ 91-11-26108983, 84, 92, 93, FAX +91-11-26108994**  
**NHSRC WEBSITE: [www.nhsrccindia.org](http://www.nhsrccindia.org)**

Tender Ref: NHSRC/11-12/Tender/02/ Vol 2

Date: 17 Feb 2020

**Sub: HIRING OF COURIER SERVICES****TENDER NOTICE**

Tender Fee –Rs. 1000/-

1. On behalf of the Executive Director, NHSRC, the Indenter, Tenders are invited for hiring in a TWO BID SYSTEM for “Quotations for Courier Services” strictly subject to the Terms and Conditions of the Contract as notified in the tender document available on the official NHSRC website [www.nhsrccindia.com](http://www.nhsrccindia.com) NHSRC, NIHFW Campus, Baba Gang Nath Marg, Munirka, New Delhi -110067. Eligible and interested organisations may send their Tenders by 03 Mar 2020 to **The Principal Administrative Officer, National Health Systems Resource Centre, NIHFW Campus, Baba Gang Nath Marg, Munirka, New Delhi – 110067**

**2. Schedule to the Invitation of Tender**

1.	Tender document download/Sale date/time	:	1000 Hrs. On 17 Feb 2020
2.	Pre bid meeting	:	14.30 Hs. On. 26 Feb 2020
2.	Tender document download/sale end date/time	:	1400 Hrs. On 09 Mar 2020
3.	Last date and time for receipt of bids	:	1500 Hrs. On 09 Mar 2020
4.	Date and time for opening of Prequalification- cum-technical bid	:	1600 Hrs. On 09 Mar 2020
5	Service to be provided	:	Hiring of Courier Services to deliver letters, parcels, bulk material to all over India including International Destinations
7.	PERIOD/EXTENSION OF CONTRACT	:	Till 31.03.2021 from the date of Award of contract with an option of extension for a further period of three years at the same terms and conditions subject to providing of satisfactory services on year to year basis at the sole discretion of NHSRC.
8.	Validity of tender offers	:	180 days from date of opening of prequalification- cum-technical bid
9.	Bid Security (EMD) total estimated value	:	INR - 10,000/-
10	Performance Security total cost of Bid (for Finalised Bidder only)	:	7% of annual turnover or INR –50,000/- which is higher

3. The bidder must read the prescribed terms & conditions and accept the same to proceed further to submit the bids.

4. Purchase after/ downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.

5. Bidder must unconditionally accept all terms and conditions stipulated in the original/downloaded tender document and submit/ the entire signed and stamped document.

6. In case the date of opening of tenders is declared a holiday for unexpected reasons, the tenders shall be opened at the same time on the next working day.

7. All documents submitted should be self-attested with seal of the bidder.
8. 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.
9. Bidders are requested to see the tender site [www.nhsrccindia.org](http://www.nhsrccindia.org) regularly before due date of submission for any probable corrigendum which could be uploaded subsequently against this tender.
10. The tender Bids containing terms and conditions can be obtained from the Finance Manager, NHSRC, NIHFWS Campus, Munirka, New Delhi on a payment of non-refundable Rs. 1000/- (Rupees One Thousand only) in cash during working hours/working days. The Tender document can also be downloaded from the website [www.nhsrccindia.org](http://www.nhsrccindia.org) and when submitted should be accompanied by a DD in favour of “**National Health Systems Resource Centre**” payable at Delhi of an amount of Rs. 500/- (Rupees Five Hundred only). Tenders may be sent by registered post/or may be dropped in Tender Box in this office, held at the Reception so as to reach before 1500 Hrs. On **09 Mar 2020**. NHSRC shall not be responsible for any postal delays.
11. Tenders shall be opened in the presence of tenderers or their authorised representatives if they wish to be attend. (only 1 representative).
12. In case the date of opening of tenders is declared a holiday for unexpected reasons, the tenders shall be opened at the same time on the next working day.
13. All documents submitted should be self-attested with seal of the bidder.

**Name of work:**

Courier Service for NHSRC to deliver letters, books and bulk material to all over India & to International destinations

**Duration:** Upto 31<sup>st</sup> March 2021 from the date of award of contract. Can be extended for a further period of three years at the same terms and conditions decided by NHSRC on the provision of satisfactory services.

**Terms & Conditions of work:**

- (a) The firm shall pick the letters/bulk material daily from NHSRC premises (address given above).
- (b) The firm shall submit POD receipts duly attached with the bill along with a summary report indicating the date of receipt of the letter from NHSRC and date of delivery of the same at the destination as per mutually agreed delivery terms.
- (c) The firm shall quote rate for normal parcel along with the time frame of delivery of parcels/letters to Major cities and rest of India in the format at **Annexure II**.
- (d) The firm shall also quote rate separately for International parcels for each country along with the time frame of delivery of parcels/letters to Major cities of the world.
- (e) The firm shall be solely responsible for any act of commission and/or omission on the part of staff deployed.

- (f) In case of theft or loss of property, the firm shall be liable to compensate for such losses in full, as deemed by Executive Director, NHSRC. In this regard the decision shall be final and binding.
- (g) The firm shall be liable to pay penalty imposed by NHSRC, if any, for violation of the agreed terms and conditions as indicated in the Draft Agreement. **Annexure III.**
- (h) The Courier service should have office within 5 kms of the NHSRC office mentioned below:

**National Health System Resource Centre, NIHFWS Campus, Munirka, New Delhi-110067.**

#### **TAX DEDUCTION AT SOURCE**

TDS and GST on TDS or any other Tax deduction at source shall be governed as per GOI prevailing rules.

#### **General Terms & Conditions:**

- i. Original/downloaded tender document shall be duly filled in, signed and stamped by the bidder or his authorized representative.
- ii. Telegraphic/ Telex/ Fax/ Email and letterhead quotations are not acceptable and will be rejected.
- iii. It shall be presumed that the terms & conditions mentioned in the tender document have been duly accepted by bidder while submitting the bid. The bidder shall have no right to modify/ alter/ amend/ delete any terms/ conditions mentioned in tender document. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvas for the work will prejudice the contractor's quotation.
- iv. NHSRC has right to reject, withdraw/ revoke/ cancel whole or any part of tender at any stage without assigning any reason.
- v. Conditional Bids shall not be accepted.
- vi. Offer will be accepted in Two Separate Sealed envelopes super scribed (a) FINANCIAL BID containing Price Schedule, and (b) Technical Bid containing EMD and other documents respectively. Both the envelope should be enclosed in a separate sealed envelope, which is super scribed, is "TECHNICAL & FINANCIAL PROPOSALS FOR HIRING OF COURIER SERVICES" ADDRESSED to PAO, NHSRC, NIHFWS Campus, Baba Gangnath Marg, Munirka, New Delhi-110067 on the bottom left Hand Cover.

#### **Bid Security (EMD):-**

- i. Each tender must be accompanied by Refundable Bid Security / EMD "in original "for an amount of Rs. 10,000/- in the form of a Demand Draft/ Pay Order in favour of "**National Health Systems Resource Centre**" Payable at Delhi. EMD should be valid upto 3 months starting from the last date of submission of Tender.
- ii. The Bid Security shall be valid and remain deposited with the Indenter for the period of sixty days beyond the final bid validity period.
- iii. In case of non-submission of Bid Security, the tender would be rejected without assigning any reason.
- iv. No interest shall be payable by the Indenter on the Bid Security.
- v. Bid Security shall be refunded immediately to the unsuccessful bidders on finalization of the tender and to the successful bidder on furnishing of Performance Security in terms of Clause VII below.
- vi. The Bid Security is liable to be forfeited if the Bidder withdraws or impairs or derogates the bid in any respect within the period of validity of this offer.

- vii. If the successful bidder fails to furnish the 7% Performance Security of annual value or Rs.50,000/- whichever is higher(as required under the Rule 171, General Financial Rules, 2017) then the Bid Security (EMD) shall be liable to be forfeited.

**PERFORMANCE SECURITY:**

- i. The successful bidder shall furnish Performance Security for an amount as indicated above to ensure due performance of the contract within fifteen days (15) or earlier from the date of receipt of communication from NHSRC informing 'Acceptance of Bid'.
- ii. The Performance Security shall be furnished in form of a Demand draft/ Pay order /Bank Guarantee/Fixed Deposit Receipt (FDR) in favour of " National Health Systems Resource Centre"
- iii. In case the Performance Security is submitted in form of Bank Guarantee/Fixed Deposit Receipt (FDR) shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the work order.
- iv. Failure of the bidder to submit the above-mentioned Performance Security shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- v. The Performance Security as mentioned in the sub-para (i) above shall be released on satisfactory completion of all contractual obligation.

**COMMUNICATION OF ACCEPTANCE**

Acceptance of tender by the Indenter will be communicated by registered letter/ speed post/ cable/ telex/ fax/e-mail or a formal letter of 'Acceptance of Bid' or 'Work Order'. The award of work order, when issued to successful bidder, constitutes the contract with collateral supports from terms and conditions of the tender limitation notices as well as formal agreement on non-judicial stamp paper if any, all of which finally form the contractual obligations to be adhered to / performed by the bidder. Non-performance of any such obligations make the bidder liable for consequential effects.

The CONTRACT/agreement (if required) on a non judicial stamp paper of Rs. 100/-, 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 Bid Security (EMD) is liable to be forfeited and the bidder may be blacklisted.

**ANNULMENT OF AWARD**

Failure of the successful bidder to comply with the terms and conditions of the contract/work order shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which NHSRC may make the award to any other bidder at the discretion of the Institute or call for new bids. The Bid Security is liable to be forfeited if the Bidder withdraws or impairs or derogates the bid in any respect within the period of validity of this offer.

**DISCLAIMER**

The near relatives of employees of NHSRC are prohibited from participation in this tender. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) The one is related to the other in the manner as father, mother, sons(s), son's wife (daughter-in-law), Daughter(s) and daughter's husband (son-in-law), brother (s) and brother's wife, sister(s) and sister's husband (brother-in-law)
- (c) Their husband and wife.

**INDEMNIFICATION**

The Bidder/Supplier shall, at its own expense, defend and indemnify the owner against all third party claims.

The Bidder/Supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. The Indenter shall not pay any compensation to a third party resulting from such infringement and the Bidder/Supplier shall be fully responsible for the same, including all expenses and court and legal fees.

The CONTRACT/agreement on a non judicial stamp paper of Rs. 100/-, 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 Bid Security (EMD) is liable to be forfeited and the bidder may be blacklisted.

**Criteria or for Evaluation of Tender:**

The Evaluation of the Tenders will be made first on the basis of Technical Information (Annex I) and then on the basis of Commercial/Financial Information (Annex II). The Commercial Bid of such firms found valid based on technical parameters will only be opened on the date/time and venue to be announced after opening of the Technical Bid.

**Principal Administrative Officer**

**TECHNICAL BID****BIO-DATA AND DETAILS OF EXPERIENCE ETC.**

1.     A)     Name and address of Courier Services .....
- B)     Address of Office .....
- C)     Telephone / Fax No. (Office).....
- D)     Telephone/fax No. (Res.).....
- E)     E-mail address.....
2.     a)     Whether firm is Prop./Partnership//Pvt. Ltd./ Ltd.....
- b)     PAN/Tin No.....
- c)     Name of contact person for this bid with his/her/their  
               Telephone Nos.....Mobile No.....
- d)     E-mail address of Person concerned.....
3.     Date of commencement of business (Minimum experience should be 5 yrs.)
4.     Number of offices in India  
        a) Own offices  
        b) Franchise (Name of companies)  
        Please enclose list of offices/addresses.
5.     Turnover during last 3 Financial Years:-  
        A) 2016-17  
        B) 2017-18  
        C) 2018-19
6.     Name and address leading customers including Public Sector undertaking (Please submit  
        proof of the same.)\_\_\_\_\_
7.     Whether registered with Services Tax Authority?  
        IF YES, Service Tax No.....
8.     Whether Income Tax Payee? If so, Income Tax Return filed for the last 3 years should be  
        submitted.  
        DATE:..... SIGNATURE\_\_\_\_\_
- Name.....Address.....
- With Rubber stamp.....

**FINANCIAL BID**

\*\*\* Rate should be net inclusive of all taxes.

TERRITORY	UPTO 50 GMS	UPTO 100 GMS	UPTO 300 GMS	UPTO 500 GMS	ADDITIO NAL 50 GMS UPTO 1 KG.	BULK CARGO/PAR CEL	BULK CARGO/ PARCEL by Air	DELIVERY TIMES HRS
LOCAL/DELHI/ NCR								
ALL OVER INDIA (OUT STATION)								
INTERNATION AL (as per countries)								

**SIGNATURE**

**NAME**

**ADDRESS**

**SEAL**

DRAFTAGREEMENT

This Service Agreement (hereinafter referred to as "Agreement") is made at New Delhi on this \_\_\_\_\_ day of \_\_\_\_\_ 2020 and is being executed.

## BETWEEN

M/s \_\_\_\_\_, Hereinafter referred to as "FIRST PARTY" which expression shall include the legally constituted signatories, heirs, successors and assigns) having its registered office at \_\_\_\_\_ Of THE FIRST PARTY.

## AND

National Health Systems Resource Centre (NHSRC) (hereinafter referred to as the "SECOND PARTY" which expression shall include the legally constituted signatories, heirs, successors and assigns) having its Office at National Health Systems Resource Centre, NIHFWS Campus, Baba Gang Nath Marg, Munirka, New Delhi -110067.

WHEREAS THE FIRST PARTY is a courier company, inter-alia engaged in the business of collecting consignments and delivering them to the address throughout the country and internationally; and

WHEREAS FIRST PARTY has approached the SECOND PARTY, claiming themselves to be in the business for several years and hence earned peoples goodwill out of the impeccable services rendered by them.

As party of second part, it is in the need of a reliable courier agency and its branch offices in order to ensure delivery of letters and other correspondence to its offices without delay and as the FIRST PARTY claims it can do so effectively, the party of second part has agreed to hire the services of party of first part subject to the terms mentioned hereafter:-

NOW THEREOF IN WITNESS OF THE UNDERSTANDING HEREIN ABOVE AND MUTUAL CONVENANTS, THEREAFTER THE PARTIES AGREE AS FOLLOWS:

- 1) That the service agreement will take effect from \_\_\_\_\_. The contract can be terminated by the second party by giving 30 days notice in writing.



- 2) That the Party of First Part shall collect the consignments from the various Depts./office (s) of the SECOND PARTY on all working days except Saturday, Sundays and Holidays. However, if second party so desires the First Party shall collect the consignments on holidays as and when required. THE FIRST PARTY shall issue receipt/Invoice/Airway Bill/Shipper Copy against each consignments at the time of taking the same for delivery.
- 3.) That in view of the number of consignments to be picked up from the Office (s) of the SECOND PARTY and the load of work, the FIRST PARTY agrees to appoint its representative(s) in the office (s) of the SECOND PARTY to meet with their demand and urgency of the situation of picking up consignments for timely delivery at the destination.
- 4) That the First Party agrees and undertakes the timely and safe delivery of all consignments at their destination within the stipulated period of time i.e. 24 hours in Metro Cities and NCR & 48 hours/or as agreed upon in other cities or sometimes even earlier by quicker means of delivery if the SECOND PARTY so desires, at no extra cost for all types of consignments.
- 5) That the FIRST PARTY undertakes to instruct its sub-offices/agents/delivery boys etc. to ensure safe and timely/punctual delivery of all consignments of the SECOND PARTY to the correct destination, safely, intact, and promptly and obtain signature, name, phone number, relation with the addressee, date and time of delivery.

The first party shall handover Proof of Delivery (POD) in original to the party of Second Part after making delivery of the each consignments at the time of submission of bills.

- 6) That all the entries on the POD's shall be true, correct, reliable and obtained at the time of delivery and not interpolated later on. It is made abundantly clear that if any discrepancies are noticed, then the liability thereof will be of the party of first part only.

That the FIRST PARTY shall make all efforts for the delivery of the consignments and not return them undelivered without recording valid reasons. Daily feedback of deliveries/status/tracking of each consignment will be provided to SECOND PARTY through FIRST PARTY website. (Software will be provided by FIRST PARTY)

- 7) That the SECOND PARTY shall seal their documents with proper care with proper material so that it is not damaged in transit.

That the SECOND PARTY shall give correct and full address on the face of the consignment of the addressee together with the phone number, if available to facilitate its timely delivery.

- 8) That in case any consignment remains undelivered even after the best efforts of the FIRST PARTY. The same shall be returned to the SECOND PARTY'S Pick up office within 7-10 days of the

scheduled time of delivery clearly and emphatically mentioning the reason(s) for non-delivery and the attempts made to deliver the consignment.

That in case urgent important consignments, required to be delivered within the stipulated time sharply, if any consignments remains undelivered, the FIRST PARTY shall inform the SECOND PARTY immediately after the expiry of the scheduled time of delivery and return so that the latter may be arrange immediate delivery through other means.

That the PROSPECTIVE PARTY shall submit the periodical bills to the SECOND PARTY or its various Deptt. against proper receipt as under:-

PICK UP DATE

DATE OF SUBMISSION OF BILLS

1<sup>st</sup> TO 15<sup>TH</sup> OF THE MONTH

By the last working day of the Month

16<sup>th</sup> to the last day of Month

By 15<sup>th</sup> days of next month.

**PAYMENT WILL BE MADE BY WAY OF ACCOUNT PAYEE CHEQUES/E-TRANSFER IN THEIR FAVOUR**

9) The bills received as per schedule in Annexure II shall be paid by the SECOND PARTY generally within 30 days of receipt of the bill. In case of any anticipated delay in releasing the Payment, necessary intimation shall be given by SECOND PARTY. FIRST PARTY will provide soft copy of the Bill.

10) The customer shall make invoice to invoice payments and will not make any "On account Payments" to FIRST PARTY.

11) SERVICE FAILURE

a. DEDUCTION FOR LATE DELIVERIES:

That in case FIRST PARTY/its agents fail to deliver the consignment on time/within stipulated period as above for any reason within the control of FIRST PARTY, the freight deduction will be as under:-

b. DEDUCTION:

For One Day beyond delivery schedule: 100% of the freight amount. If the FIRST PARTY fails to deliver the consignment even after one day beyond delivery schedule for any reason the company may deduct Rs. 100/- per day as late delivery charges.

12) That in case the FIRST PARTY/its agents

- i. Manipulates the delivery particulars.
- ii. Damages the consignments.

- iii. Mishandles the consignments, which result in loss in full or any part/item of the consignments.
- iv. Submits wrong bills
- v. Submits unreliable delivery status report, or which is found to be incorrect.
- vi. Picks up a consignment and then returns it on the pleas that the address is outside the area of operations of the FIRST PARTY.

The FIRST PARTY shall pay to the SECOND PARTY A penal charge of Rs. 2000/- (Rupees two thousand only) per consignment or the amount of consequential loss suffered by the SECOND PARTY, whichever is more.

- 13) FIRST PARTY shall not be liable for any loss or damage to the consignments or delay in picking up or delivery of the consignments, if it is due to acts of GOD, force major occurrence including but not limited to strikes, riots, political and other disturbances, fire accident of vehicle or cause due to any factors beyond the control of FIRST PARTY.
- 14) PAYMENT TERMS: That FIRST PARTY agrees to charge the customer for the Consignments at the agreed rates given in Annexure III and the customer agrees to make payments to FIRST PARTY at the rates agreed.
- 15) Conditional offers will not be considered.
- 16) The party on FIRST PART shall not sublet the courier service to the other party in any manner.
- 17) ARBITRATION:

All disputes and differences of any nature arising out of this agreement, whether during its terms or after expiry thereof or prior termination as the case may be shall be resolved amicably in the first instance. Unresolved differences or disputes shall be settled by sole arbitrator to be appointed by THE SECOND PARTY. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996, any statutory modification thereof and rules made there under. The award of the arbitration shall be final and binding to both parties. The decision of sole arbitration shall be final on every matter arising hereunder. In spite of the fact that the sole arbitrator may be known to SECOND PARTY, the FIRST PARTY hereby agree to his appointment as the Sole Arbitrator may have had occasion to deal with any matter related to this AGREEMENT either before or after its execution or has earlier expressed opinion in similar matter, shall not disqualify him from acting as Sole Arbitrator. The sole arbitrator can also be an employee of the SECOND PARTY. The venue of the arbitration shall be New Delhi/Delhi only.

**18) JURISDICTION:**

Subject to clause 15 above, it is made clear that the agreement shall be deemed to be concluded at New Delhi and the parties agree that only courts in this place shall have jurisdiction in the event of any dispute whatsoever, whether during the currency of the agreement. No other court shall have jurisdiction in such matter.

Signed on the day and date above mentioned between the parties.

**1. FIRST PARTY**

**WITNESS:**

NAME.....

DESIGNATION & ADD.

STAMP (ADDRESS).....

.....

Of the Authorised Person.....

.....

**2. SECOND PARTY**

**WITNESS:**

NAME.....

NAME.....

STAMP (ADDRESS).....

DESIGNATION & ADD.

Of the Authorised Person.....

.....