

Tender for Courier Services (3rd Call)

2022



आयुर्विज्ञान में राष्ट्रीय परीक्षा बोर्ड

National Board of Examinations in Medical Sciences

www.natboard.edu.in



Fact Sheet

Sr. No.	Particulars	Details
1	Tender for	Courier Services (3 rd Call)
3	Type of Tender	Open Tender
4	Publication Date	21/07/2022
5	Selection Method	Quality and Cost based Selection (QCBS)
6	Tender Documents available at	https://natboard.edu.in/tenders.php https://eprocure.gov.in/epublish/app
7	Earnest Money Deposit	NIL
8	Nodal Officer	Joint Director (Admin.), National Board of Examinations in Medical Sciences
9	Last date of bid submission	11/08/2022: 12 noon (at National Board of Examinations in Medical Sciences, NAMS Building, Ansari Nagar, New Delhi – 110029)
10	Opening of bids	11/08/2022: 4 pm (at NBEMS Office, Sector-9, Dwarka, New Delhi)
11	Opening of Financial bids	Shall be communicated later
12	Commencement of Work	1 st Sept 2022

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आयुर्विज्ञान में राष्ट्रीय परीक्षा बोर्ड
(स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार के अधीन एक स्वायत्त निकाय)
NATIONAL BOARD OF EXAMINATIONS IN MEDICAL SCIENCES
(Autonomous Body under Ministry of Health and Family Welfare, Govt. of India)
महात्मा गांधी मार्ग (रिंग रोड), अंसारी नगर, नई दिल्ली- ११००२९
Mahatma Gandhi Marg (Ring Road), Ansari Nagar, New Delhi - 110029

No.: NBEMS /GA/Tender/Courier/2021/

dated 21st July 2022

Invitation for Courier Services (3rd Call)

The National Board of Examinations in Medical Sciences (NBEMS) is an autonomous body of Ministry of Health and Family Welfare (MoHFW), Government of India, entrusted with the task of conducting uniform and high standard exams at Post Graduation level in the field of Modern Medicine. All entrance tests for admission to Medical courses, with the exception of NEET (UG) are being conducted by the NBEMS . Additionally, the NBEMS conducts Three-year Post Graduation level course namely the Diplomate of National Board (DNB) and a Two years Fellowship Courses.

2. The NBEMS intends to empanel Courier Service Agency with relevant experience having wide networking and infrastructure across the country for delivery of parcels, mails, letters, packets etc.

3. The NBEMS invites Tender under single stage two bid system (Technical & Financial) from eligible, reputed Courier firms who are providing express courier services to Government Examination bodies / Central Universities / Government Education boards and having adequate experience in Courierring of Confidential Documents/ Examination Materials like Question Papers, Answer Sheets, as per the scope of work and in accordance with the terms and conditions. This invitation to bid is open to all Bidders meeting the pre-qualification criteria as mentioned in this Tender Document.

4. The Tender document can be downloaded from NBEMS's web site (www.natboard.edu.in) or Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/epublish/app>).

A. Scope of Work / Services

1. The Bidder shall provide express courier services of outgoing Dak / Letters / Packets/ Parcels / Confidential Consignments etc. from the NBEMS offices at Delhi on requirement basis, for delivery at various parts of the country on priority basis.
2. The Agency shall deliver Letters / Parcels to:
 - a) Cities connected by Air within **48 hours**.
 - b) Other cities/remote locations across the country within **72 hours**.
 - c) Local Parcels within Delhi & NCR region within **24 hours**.
3. The Agency should be capable to picking up of any number of parcels / consignments at a short-notice.
4. The Agency shall be required to furnish receipt of the Outward Mails/ Letters/ Parcels collected and copy of Airway bill/ Consignment note.
5. The Agency shall ensure that all Letters/Mails/Parcels/ consignment are delivered safely and confidentially to the addressee to whom it is meant and in no case be delivered wrongly to any other party.
6. The Agency will have to furnish Proof of Delivery (POD) or delivery status report of the Letters/Parcels delivered with recipient's name & telephone number.
7. The Courier service should have provision for Online tracking. The courier agency shall provide service of online tracking of consignment based on GPS location / AWB Scan status through online portal on real-time basis.
8. The bidders should also provide feature of SMS alerts.
9. The representative of the Agency should extend courteous service and in no circumstances will behave unmannerly with the addressees.
10. The Agency should take utmost care not to leak/divulge any information of the addressee or contents of the articles / packets / documents so dispatched to any third party.
11. The Agency shall maintain the highest standard of ethics during the execution of contract.
12. The losses sustained to NBEMS or the Addressee in consequence of breach of duty as envisaged above will be recoverable from Agency as per the estimation in terms of money value by NBEMS and decision of NBEMS in this regard will be final and binding on Agency.

13. The Agency shall have their representatives accessible either in person or by phone during or after office hours and if called for to attend the work related to pick up of the Dak/Parcels.
14. The Agency shall return the undelivered Parcels/Consignments etc. **within 10 days** citing the reason of non-delivery. If the addressee is not found in his office/home, at least 3 attempts should be made by the representatives of the Courier Agency before returning the undelivered letter/parcel to the NBEMS.
15. The Agency will be responsible for compliance with all central and state laws as per rules / regulations / byelaws and order of the local authorities and statutory bodies as may be in force from time to time during the period of contract.
16. The estimated annual courier requirements are mentioned as under:

Type of Parcel/ Consignment	Weight per Unit	Approx. Nos. to be couriered (Annual)
Examination Material	6.5 kg / box	2000
	2 - 3.5 kg	1000
Reverse Pickup	6.5 kg/box	2151
Other Document Dispatches	as need basis	

B. Eligibility Criteria

- 1. Legal Valid Entity:** The bidder should be a registered company under relevant Act. Self-attested copy of Registration of the firm/ incorporation of the company/LLP to be enclosed.
- 2. Registrations:** The bidder should have registered for GSTIN, TIN No, PAN No. Self-attested copies of the same should be enclosed.
- 3. Location:** Vendor should have its registered office/Branch Office/ Service Centre/ in Delhi-NCR and shall submit a proof of the same.
- 4. Average Annual Turnover:** Bidder should have a minimum Annual Turnover of **Rs. 1 Crore** during the last three years. A certificate in this regard duly certified by the Chartered Accountant (CA) or Balance Sheet and Profit & Loss Account Statement to be attached.
- 5. Experience of Similar Work:** The Bidder should have experience of:
 - (i) At least 5 years in the relevant field and must have experience in **Couriering Confidential Examination Materials/Documents** like Question Papers, Answer Sheets etc. for Govt. Examination bodies / Central Universities / Govt. Education boards.
 - (ii) Must have executed Five contracts of value of Rs. 1 Crore and have a running single work order / contract of value more than Rs 1 Crore annually in last three financial years.
 - (iii) The details of names and address of such organizations along with the Value of contract, Satisfactory Experience Certificate and Supporting documents to be attached along-with Bids.
- 6.** The Bidder firm should have provision for Web tracking facility for tracing consignments. Relevant print-out of website to be attached.
- 7.** The Bidder should not have been blacklisted by any of the Government agencies. Declaration should be given by authorized signatory and must be submitted as per the format in **Annexure-III**.
- 8.** Bids not satisfying the above eligibility criteria / not accompanied by the requisite documentary proofs shall be rejected and not considered further for evaluation of commercial proposal.

C. Instructions to the Bidder

I. Tender Document

1. Bidder shall submit the Tender Documents duly signed and stamped on each page of tender in token of his acceptance along with his bid.
2. Bid shall remain valid for 90 days from the date of opening of the Technical Bid.

II. Clarification Requests by Bidder

1. Although the details presented in this Tender Documents consisting of conditions of contract, scope of work and technical specifications have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.
2. Bidder shall examine the Tender documents thoroughly in all respect.
3. Any failure by Bidder to comply with the aforesaid requirements shall not absolve the Bidder from liability, after subsequent award of contract, from performing the work in accordance with the Tender Documents.

III. Amendment of Tender Document

1. NBEMS may, for any reason whether at its own initiative or in response to the clarification requested by the prospective Bidder, issue amendment in the form of addendum during the Bidding period and subsequent to receiving the bids. Any addendum thus issued shall become part of bidding document and Bidder shall submit 'original' addendum duly signed and stamped in token of his acceptance.
2. For addendum issued during the Bidding period, Bidder shall consider the impact in his Bid. For addendum issued subsequent to receiving the Bids, Bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price/revised price, if any.

IV. Security Deposit/EMD

1. No EMD is required to be submitted as per the current instructions of the Govt. of India. However, the bidder is required to submit a bid security declaration on non-judicial stamp paper and as per prescribed format (Form III).

2. The Successful bidder shall be required to deposit Performance Security equivalent to 3% of contract value to NBEMS before award of contract as per norms.

V. Schedule of Rates

1. The schedule of Rates shall be read in conjunction with all other sections of Tender documents.
2. The rates quoted by the bidder shall be firm and fixed for the period of the tendered works, unless stated otherwise. Taxes will be paid extra, as applicable.
3. If any variation in description is noticed, the bid is liable to be rejected. In any case, bidder shall be presumed to have quoted against the description of work and the same shall be binding on the bidder.
4. Rates quoted shall be in Indian Rupees (INR) Only.
5. Bidder shall quote rates both in figures as well as in words.

VI. NBEMS 's right to Accept or Reject a Bid

1. NBEMS reserves the right to terminate this tender process at any time prior to signing of the contract with successful bidder without assigning any reason thereof and shall not be liable to any bidder /party in any manner either directly or indirectly.
2. NBEMS reserves the right to accept or reject any Bid in whole or part, or to annul the bidding process or to reject all Bids with or without notice or reasons. NBEMS shall bear no liability whatsoever consequent upon such decisions. Conditional tenders shall be rejected.
3. NBEMS shall not be obliged to furnish any information / clarification / explanation to the unsuccessful Bidders as regards non-acceptance of their Bids. Except for refund of EMD to unsuccessful Bidders, NBEMS shall not correspond with the unsuccessful Bidders.

VII. Type of Tender & Submission of Bid

Tender Type: Open, Single Stage Two Bid System (Two Envelope System) shall be followed by NBEMS to determine the successful bidder. The firm (bidder) should bifurcate their bids in two separate envelopes, (with appropriate superscriptions), and submit the same in one sealed envelope as indicated below:

- 1) **Envelope I:** The First Envelope, called the **Technical Bid**, should contain EMD/Bid Security Declaration, Eligibility/ Technical Details, Xerox copies of documents sought in the tender, Performance Aspects and Commercial Terms and Conditions (except Price/Quotation).
- 2) **Envelope II:** In the Second Envelope, called the **Financial Bid**, the bidder should submit their Price Quotation/Financial Details.
- 3) **Master Envelope:** Envelopes I and II should be sealed separately and shall be put inside an outer cover and super scribed as **“Tender for Courier Services – 3rd Call”**. The tenders must be addressed to Hon’y. Executive Director, National Board of Examinations in Medical Sciences.
- 4) Interested bidders may submit their Sealed Bids by **12 noon of 11th Aug, 2022 (last date)**, in a tender box kept at following address:

National Board of Examinations in Medical Sciences,
NAMS Building, Medical Enclave,
Ansari Nagar, Mahatma Gandhi Marg,
New Delhi – 110029
- 5) The Envelopes containing the **Technical Bid** shall be opened on the same day at 4 pm at the **NBEMS office** at the following address:

National Board of Examinations in Medical Sciences,
(Opposite Dwarka Courts)
PSP Area, Sector 9, Dwarka,
New Delhi – 110075
- 6) Technical Bids shall be scrutinised and evaluated by NBEMS ’s Tender Evaluation Committee with reference to the parameters prescribed in the tender documents, and responsive, eligible and technically compliant bidders shall be decided.
- 7) If required by the Tender Evaluation Committee, Technically Compliant bidders shall be asked to give a presentation for a maximum of 15 minutes each. Date, Time and Venue shall be communicated through email.

- 8) Thereafter, in the Second instance, **Financial Bids** of only Technically Compliant offers (as decided in the first instance above) shall be opened at NBEMS Dwarka Office for further scrutiny, evaluation, ranking and placement of contract. The date and time for Financial Bid Opening shall be communicated through Email. Only Technically compliant Bids shall be opened.
- 9) Unsigned or unstamped tender shall not be accepted.
- 10) The bidder shall attach the copy of the Authorization Letter / Power of Attorney as the proof of authorization for signing on behalf of Bidder.
- 11) Any Bid received by NBEMS after the last date of submission of Bids shall be summarily rejected. NBEMS shall not be responsible for any postal delay or non-receipt / non-delivery / incomplete Bid documents. No further correspondence on this will be entertained.

IX. Criteria for evaluation of Tenders

The evaluation of the Bids submitted shall be done in following two stages:

1) Technical Evaluation

- a) Detailed technical evaluation shall be carried out along with other conditions in the Tender document to determine the substantial responsiveness of each Tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any material deviation.
- b) The evaluation committee may call the responsive bidder(s) who comply with all terms and conditions of the Tender for discussion and presentation to facilitate and assess their understanding of the scope of work and its execution. The bidder should give a detailed presentation on how their technology is best suited for NBE. However, the committee shall have sole discretion to call for discussion/presentation.
- c) Only those Technical Compliant Bids, who have obtained more than 70% in Technical Evaluation shall be considered for Financial Evaluation.

2) Financial Evaluation

- a) Only the Technically qualified bidders shall be invited during opening of Financial Bids and subsequently Financial Evaluation shall be carried out.

- b) The Financial Bid of those Bidders who have been found to be Technically compliant will be opened. The Financial bids of non-compliant bidders will not be opened.
- c) The Financial Bids shall be opened in the presence of representatives of technically compliant Bidders, who may like to be present. NBEMS shall inform the date, place and time for opening of the Financial Bid through email.
- d) Each Financial Bid will be assigned a score out of a maximum of 100 points.
- e) If there is any difference between Rates quoted in figures and words, the lowest among them shall be considered.

3) Evaluation and Comparison of Bids

- a) 70 % weightage will be awarded for Technical Evaluation and 30 % weightage will be awarded for Financial Evaluation.
- b) Technical Bid will be assigned a Technical score (T_s) out of a maximum of 100 points, as per the Scoring Model provided in this section.
- c) The commercial scores would be normalized on a scale of 100, with lowest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation, explained in section below.

4) Final Evaluation Criteria-Quality and Cost based selection (QCBS)

- a) The individual Bidder's commercial scores (CS) are normalized as per the formula below:

$$F_n = F_{\min}/F_b * 100 \text{ (rounded off to 2 decimal places) Where,}$$

F_n = Normalized commercial score for the Bidder under consideration

F_b = Absolute financial quote for the Bidder under consideration

F_{\min} = Minimum absolute financial quote

$$\text{Composite Score (S)} = T_s * 0.70 + F_n * 0.30$$

- b) The Bidder with the highest Composite Score(S) would be awarded the contract.

X. Scoring Model

Sr. No.	Criteria	Score	Indicate Page No.
1.1	Bidder's profile	60	
	Legal Structure of the Bidder	10	
1.1.1	Partnership /Proprietary	3	
	Private Limited	5	
	Limited Company	10	
	No. of years in Operation in India (based on Regn. Date)	10	
1.1.2	< 5 years	3	
	5 to 15 years	5	
	> 15 years	10	
	No. of Locations Serviced in India	10	
1.1.3	100 - 200	3	
	201- 500	5	
	> 500	10	
	No. of Contracts Executed having value of 1 Crore per Annum in last 3 years	15	
1.1.4	1-2	5	
	3-5	10	
	5+	15	
	Average Annual turnover for F.Y. 2017-18, 2018-19, 2019-20	15	
1.1.5	1 Crore to 3 Crore (INR)	5	
	3 Crore to 5 Crore (INR)	10	
	More than 5 Crore (INR)	15	
1.2	Bidder's infrastructure capability	10	
1.2.1	Own Logistics Infrastructure	2	
1.2.2	Company owned service centers in India (list to be attached)	3	
1.2.3	Own ware-house at Delhi for Safe Custody of NBEMS Parcels	3	
1.2.4	Own IATA Code/registrations required for Air Cargo (attach proof)	2	
1.3	Presentation before Tender Evaluation Committee *	10	
1.4	Demonstration of Features offered (before Committee) *	20	
1.4.1	Realtime Online Tracking Facility	4	
1.4.2	SMS Alert on Delivery to Consignee and Consignor	4	
1.4.3	Online MIS System for Generation Reports and Stats	4	
1.4.4	Consignment pickup from office and Reverse Pickup Services	4	
1.4.5	24 Hour Customer Care Support (Phone and Email)	4	

* Venue, Date and Time shall be communicated to bidders through email.

XI. Clarification during Technical Bid Evaluation

- 1) Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, NBEMS at its discretion, may ask any Bidder for clarification(s) of their Bid.
- 2) In the event, Bidder fails to provide clarifications sought by NBEMS, by Stipulated time asset in NBEMS 's request for clarification, the Bid shall be decided based on documents available, without any further intimation to the Bidder.

XII. Determination of Responsiveness

- 1) Prior to Financial Evaluation of Bids, NBEMS shall determine whether each Bid is substantially responsive to the requirements of the Bidding document.
- 2) For the purpose of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions and specifications of the bidding document without material deviation or reservation.
- 3) A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the works or which limits in any substantial way, inconsistent with the Tender document, NBE's rights on Bidder's obligation.
- 4) If a Bid is not substantially responsive to the requirements of the Bidding documents, it may be rejected by NBE.
- 5) Conditional Bids shall be rejected without assigning any reason.

XIII. Unsolicited Post Bidding Modifications

- 1) Bidders are advised to quote strictly as per terms and conditions of the Tender document and not to stipulate any deviations / exceptions. Once quoted, the Bidder shall not be allowed any changes.
- 2) Any proposal for price change is likely to render the Bid liable for rejection. However, during finalization of contract, NBEMS reserves the right to negotiate with the successful bidder.

XIV. Blacklisting

1. Company/Firm blacklisted by any Government/PSU/Corporate organization is not eligible to participate in this tender process.

2. If at any stage of bidding process or during the currency of contact, such information comes to the knowledge of NBEMS, NBEMS shall have right to reject the bid or cancel the work order (as the case may be) and withheld Security Deposit / EMD.
3. Bidders to submit an undertaking, that their company/firm is not blacklisted by any Government Department/PSU/Corporate organization.

XV. Fraudulent and Corrupt Practices

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, NBEMS shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, NBEMS shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- b) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (i) “*corrupt practice*” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NBEMS who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NBEMS, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or

technical consultant/ adviser of NBEMS in relation to any matter concerning the Project;

- (ii) “*fraudulent practice*” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (iii) “*coercive practice*” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person s participation or action in the Selection Process;
- (iv) “*undesirable practice*” means (i) establishing contact with any person connected with or employed or engaged by NBEMS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (v) “*restrictive practice*” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

XVI. Force Majeure

- a) Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or NBEMS as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:
 - (i) Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
 - (ii) Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
 - (iii) Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.
- b) The bidder or NBEMS shall not be liable for delay in performing their obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination.

Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract. However, NBEMS shall make payment for all the services rendered by the bidder till such date of termination of contract.

XVII. Limitation of Liability

Neither party shall be liable to the other party for any special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of profit, loss of data, loss of revenue or operational losses whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. The total aggregate liability of either party under this Agreement shall not exceed the exam value paid to bidder by NBEMS for the Service that gives rise to such liability. The limitation on any Party's liability herein shall not apply to (i) liability for damages, resulting from the willful misconduct and (ii) breach of the use terms in respect of bidder's application system. The bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of NBEMS to perform any of NBEMS's obligations. In such event, Bidder shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge NBEMS for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

XVIII. Proprietary Rights

All rights, title and interests in and to the Services Environment and any other material used by the bidder in the provision of the Services shall exclusively belong to the bidder or its licensors ("Bidder Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services and the selected bidder Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to the selected bidder or its licensors and NBEMS shall not be entitled to claim any rights therein. All rights, title and interests in NBEMS Data shall always remain with NBE. NBEMS acknowledges that the provision of the Services hereunder by the selected bidder shall be on a non-exclusive basis and the bidder shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude Bidder from providing such services or performing such obligations to its other clients.

XIX. Other Instructions:

- 1) At any time prior to the last date of submission of bids, NBEMS may modify the tender document without assigning any reasons.
- 2) Any modifications in tender document or reply to queries shall be hosted on ww.natboard.edu.in

- 3) NBEMS at its discretion may extend the last date for the receipt of Bids.
- 4) The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder's authorized person should appear on each page of the application. **All pages of the Tender document to be numbered** and submitted as a package along with forwarding letter on Bidder's letter head.
- 5) All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as "Not Applicable". However, the bidders are cautioned that not giving complete information called for in the Tender Forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified. Tenders made by Email and those received late will not be entertained.
- 6) When any offer is submitted pursuant to this tender, it shall be presumed by NBEMS that the bidder has fully ascertained and ensured about its eligibility, under the respective governing laws and regulatory regimen, and it has necessary approvals and permission, and suffers no disability in law or otherwise to act as such.
- 7) Even though bidder may satisfy the qualifying criteria, they are liable for disqualification if they have a record of poor performance or not able to understand the scope of work etc.
- 8) Bidders are neither allowed to join hands to participate in the Tender nor allowed to submit multiple bids. Any such act will make the bid liable for rejection.

General Terms and Conditions (GCC)

I. Awarding of the Contract:

1. Successful bidder shall be issued with the 'Notice of Award of Contract'. The bidder will be required to submit the acceptance of the 'Notice of Award of Contract'.
2. Successful bidder will return one copy of the 'Notice of Award of Contract' to NBEMS duly acknowledged, accepted and signed by the authorized signatory, within three (3) days of receipt of the same.
3. Successful Bidder shall have to enter into an Agreement on the prescribed form on a non-judicial Stamp Paper of Rs. 100/- and furnish a Performance Security Deposit within 7 days from the date of issue of 'Notice of Award of Contract' and in case of failure to do so, the NBEMS shall have right to terminate the arrangement and forfeit the Earnest Money Deposit.

II. Performance Security Deposit (SD)

1. The successful bidder who is awarded the contract shall be required to **deposit a Performance Security Deposit @ 3% of the total value of the contract** in the form of Demand draft / Bank Guarantee / Fixed Deposit from any Scheduled Commercial Bank drawn in favour of **National Board of Examinations in Medical Sciences, New Delhi** covering the period of contract and 60 days beyond the contract period.
2. In case, the contract is further extended beyond the initial period, the Performance Security Deposit will have to be accordingly extended / renewed by the successful bidder.
3. All incidental charges whatsoever such as premium, commission etc. with respect to Bank Guarantee shall be borne by successful bidder.
4. Non-deposit of PBG within the stipulated time shall render the contract invalid and may also lead to forfeiture of EMD, at the discretion of NBE. No interest shall be paid on the Performance Security Deposit.
5. If the successful bidder backs out after award of contract or violates any of the clauses of contract to be entered into with it, Performance Security Deposit along with Earnest Money would be liable to be forfeited and bidder shall be debarred from further tendering in NBEMS for a period of two years at discretion of NBEMS.
6. After the expiry of the Contract period, the Security Deposit/ Performance Bank Guarantee shall be returned subject to there being no claims.

III. Modification in Scope of Work

1. NBEMS may, at any time, during the period of the contract may increase/decrease the scope of work, without creating any liability of NBEMS for compensation on any grounds, whatsoever due to this change. In such a case, the Agency shall perform the service in the increased/decreased quantity at the same contract rates within the time stipulated.

IV. Assignment or Subletting of the Contract

1. No part of the Contract shall be sub-let or assigned without the prior written permission of NBEMS nor shall any transfer be made by power of attorney authorizing others to receive payments on behalf of the Bidder. Such consent even if provided shall not relieve the Agency from any liability or any obligation under the contract.

V. Confidentiality

1. The Contractor shall take all precautions not to disclose, divulge and / or disseminate any confidential information to third party, the proprietary information or security arrangements (including but not limited to Assignment Instructions, Schedules and other subsequent Agreements) and/or information of NBEMS. The obligation is not limited to any scope and Bidder shall be held responsible in case of breach of confidentiality of NBEMS 's information.
2. If the NBEMS receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the bidder to NBEMS immediately on receipt of such queries.

VI. Payment Terms

1. The Payment will be processed on monthly basis based on actual bookings, on submission of the pre-receipted bill along with the supporting documents and the report duly verified by the concerned user section(s).
2. Normally the bills are cleared within a period of 3-4 weeks after receipt of Invoice with supporting documents.
3. TDS at applicable rates will be deducted as per norms.

VII. Completion Certificate

1. Completion certificate shall be issued only after completion of assigned task in all respect as per the Tender and to the entire satisfaction of the NBEMS.

VIII. Liquidated Damages / Penalty Provisions

1. The timely and accurate delivery of the consignment/parcel viz. letters/articles/packets/documents etc. with utmost promptness is the essence of this contract. Extension of time limits of the delivery of the packets/articles/ documents beyond the agreed delivery schedule will not be given except in exceptional circumstances. In case of delay in delivery beyond the agreed delivery schedule, penalty at the rate of 20% of booking amount for each day of delay or part thereof, subject to maximum 100%.
2. Quantum of liquidated damages assessed and levied by the NBEMS shall be final and not challengeable by the Agency.
3. The losses to the NBEMS which are directly attributable to the agency shall be deducted from the bills / adjusted from the Performance Security Deposit.

IX. Cancellation by Default:

1. NBEMS may without prejudice to any other remedy for breach of terms and conditions of the Tender and the contract (including forfeiture of Performance Security send a written notice to the vendor and thereby, terminate the work / task in whole or in part as per the terms and conditions specified in the contract with successful bidder/vendor.
2. If the vendor fails to deliver or complete the job assigned in the terms and conditions within the time period (s) specified in the Tender.
3. If the vendor fails to perform any other obligations under the terms and conditions as specified in the contract.

X. Period of Bid Validity

1. **Bids shall remain valid for 90 days** from the date of Bid Opening. Any Bid valid for a shorter period than the period specified shall be rejected as non-responsive. In exceptional cases, NBEMS may seek extension of the bid validity period, where the process could not be completed for any reason.

XI. Contract Duration

1. The contract shall be initially awarded for the **3 years**, which may be extended further for a period of 2 years based on the performance of the bidder and Mutual Consent of both the parties.

XII. Termination Clause

1. The agreement under this tender may be terminated by the NBEMS, either partly or fully by giving One Month notice at any time without assigning any reason.
2. The bidder is also at liberty to terminate the contact by serving atleast 3 Month notice.
3. The Contract may be terminated forthwith by the NBEMS by giving written notice to the bidder, if:
 - (a) In case of breach of any of the terms and conditions of the Contract by the Contractor, the Competent Authority of the NBEMS shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the NBEMS and in that event and the Performance Security Deposit shall be forfeited.
 - (b) The Contractor goes bankrupt and becomes insolvent.

XIII. Disclaimer

1. Family Members of NBEMS employees or their relatives are prohibited from participation in this bid.

XIV. Jurisdiction

1. All differences and disputes arising out of or in connection with the Agreement shall be settled by mutual discussions and negotiations. If such disputes and differences cannot be settled and resolved by discussions and negotiations, then the same shall be referred to the Sole Arbitrator appointed by the Executive Director & CEO, NBEMS whose decision shall be final and binding on both the parties.
2. **Judicial jurisdiction** shall within New Delhi only.

Annexure I**Form I: PRE-QUALIFICATION-CUM-TECHNICAL BID**

Sr. No.	Particulars	Details		
1	Name of the Bidder Firm			
2	Address			
	Telephone No. / Fax No.			
	E-Mail Address:			
3	Name & Address of the officer to whom all references shall be made regarding this tender			
	Telephone / Fax / Mobile			
4	Type of Firm (Proprietorship/ Partnership/Pvt. Ltd. etc.)			
5	Earnest Money Deposit	- Deleted -		
6	Registration Details (Attach relevant documents):			
	Document Type	Registration No. & Date	Details	
			Yes/No	At Page No.
	a) Company Registration No.			
	b) PAN Number			
	c) GSTIN			
	d) MSME/NSIC Registration			
e) IATA Code (if any)				
7	Quality Certifications (if any)			
8	Annual Turnover last 3 F.Y.	Turnover (In INR)		
	a) F.Y. 2018-19*			
	b) F.Y. 2019-20*			
	c) F.Y. 2020-21*			
9	Experience Details (attach Experience Certificates, Workorder/Agreement):			
	Organization	Volume of Courier Handled	Value	Period

* Attach Balance Sheet, P&L A/c, ITR and Certificate from CA for all FYs.

I certify that the above particulars are correct. In the event of any information found to be incorrect, NBEMS is at liberty to reject the proposal.

Date:

SEAL:

Signature: _____

Name & Designation: _____

Form II: FINANCIAL BID

I/We, on behalf of M/ssubmit our Financial Bid for Courier Services as per the Scope of work given in the Tender document in accordance with the terms and conditions and shall be bound by the stipulation made by me in the bid.

Sr. No.	Type of Services	Delhi / NCR Area	Cities connected by Air	Rest of India.
1.	Domestic Priority Service (Rate per 500g) (including all charges)			
2.	Fuel Surcharge (if any)			
Total (1+2)				

Reverse Pickup Charges (per consignment)	
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Note:

- (i) The quoted rates should be all inclusive of all cost.
- (ii) **Quoted rates should be excluding GST**, the same will be payable as per prevailing rates, as per norms (if applicable).
- (iii) Quoted rates should be free from pre-conditions regarding payments etc, otherwise offers are liable to be rejected. Conditional offers will not be accepted.
- (iv) Benefit of any decrease in taxes/duties or Discounts or Rebate or fuel surcharges shall be passed on to the NBEMS by the Bidder.
- (v) Rates are to be quoted strictly as per the above format. No modification is allowed in the format
- (vi) Statutory Changes in tax rate if any shall be borne by NBEMS. Deductions shall be made by NBEMS as per statutory rates and norms wherever applicable.
- (vii) Any changes in the fuel surcharge shall be adjusted on actual basis.

We undertake that the rates quoted above by us will not change during the Contract period and its extended period. We also accept the payment schedule/payment terms.

(Signature with Seal of Bidder)

Name of the Bidder : _____

Company Name : _____

(With Full Address) : _____

Date : _____

Place : _____

Form III: Bid Security Declaration

[Department of Expenditure (P.P.D.) OM No. F.9/4/2020-PPD dated 12/11/2020]

To,
The Honorary Executive Director,
National Board of Examinations in Medical Sciences,
Ansari Nagar, New Delhi

Sir,

I/We..... the undersigned, declare that: I/We understand that bids must be supported by a Bid Securing Declaration. I/We accept that I/We may be disqualified from bidding for any contract with you/ NBEMS for a period of two years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity or its extended period, if any; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Bank Guarantee, in accordance with the Instructions to Bidders.
- c) If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid; or
- d) If there is a discrepancy between words and figures quoted by the bidder and the bidder does not accept that the amount in words prevails over amount in figure.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

(Sign & Seal of Bidder)

Name of the Bidder : _____

Company Name : _____

(With Full Address) : _____

Date : _____

Place : _____

Form IV: CERTIFICATE of the BIDDER

(issued under Deptt. Of Expenditure, Govt. of India O.M. No. 6/18/2019-PPD dated 23/7/2020)

M/s. _____ with registered office at _____
hereby certify the following:

- a) That, our company is a Bidder for the Tender for Courier Services floated by the National Board of Examinations in Medical Sciences, New Delhi;
- b) That, M/s. _____ is a firm/company registered in India and is a fully owned Indian company;
- c) That, M/s. _____ is a firm/company of Indian origin and is NOT from a country that shares a land border with India.

Further, that if the above statements are found to be false, M/s. _____ is liable for immediate termination of the Contract and further legal action in accordance to Law.

(Sign & Seal of Bidder)

Name of the Bidder : _____

Company Name : _____

(With Full Address) : _____

Date : _____

Place : _____

Form V: Self- Declaration – No Blacklisting

To,

The Honorary Executive Director
National Board of Examinations in Medical Sciences,
Ansari Nagar, New Delhi

Sir,

In response to the Tender for Courier Services in the National Board of Examinations in Medical Sciences, I/We hereby declare that presently our firm/companyis having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/Central Government/PSU/ Autonomous Body.

We further declare that presently our Firm/Company is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/PSU/ Autonomous Body on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my /our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Signatures

Name

Seal of the Bidder

Place

Date