



Bihar Medical Services & Infrastructure Corporation Limited

5th floor, Bismaun Bhavan, Gandhi Maidan, Patna 800 001
Phone: +91 612 2219634; Fax: +91 612 2219635

www.bmsicl.gov.in

Tender No-BMSIC/Courier/01-2014

**Notice Inviting Tender for Appointment of Courier Agency for
Domestic Courier Service**

Sealed Tender are invited under two bid system from reputed Courier Service Agencies for providing Domestic courier dispatch services for non documents items (all types of medicine (e.g. tablets, capsules, injection, powder, lotion, cream etc.), surgical and sutures from warehouses of Fatuha (Patna), Kasba (Purnia) and Muzaffarpur (In future other warehouses in Bihar also included) to BMSICL HQ/QC office at Patna and from BMSICLHQ/QC office to different empanelled Drug testing laboratories situated in India and from BMSICL HQ/QC office to all warehouse (in Bihar).

Details regarding scope of work, eligibility criteria, bidding process etc. can be found in the bidding document, which can be downloaded from BMSICL website (www.bmsicl.gov.in). Bidding documents can also be purchased from the office of BMSICL on payment of Rs. 2000/- (Two Thousand only) as tender document fee in the shape of Bank Draft drawn in favour of Managing Director, BMSICL, payable at Patna. In case of downloaded tender documents, tender document fee shall be submitted along with the bid.

Last date for receipt of Tender is **07/03/2014 (till 3 PM)** through regd. /speed post/ courier/by hand. Bids will be opened at 3.30PM on the same day at BMSICL office.

Managing Director



Bihar Medical Services & Infrastructure Corporation Limited

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TENDER FOR
APPOINTMENT OF
COURIER AGENCY FOR DOMESTIC COURIER
SERVICE

Tender no.: BMSIC/Courier/01-2014

Bihar Medical Services and Infrastructure Corporation, Limited,
Patna.
5th Floor Biscomaun Bhawan Gandhi Maidan,
Patna (Bihar) India

Ph: 0612-2219634, **Fax:** 0612-2219635, **Email:** dgmsc-bmsicl-bih@nic.in, dmqc-bmsicl-bih@nic.in

INVITATION FOR BIDS
FOR
APPOINTMENT OF
COURIER AGENCY FOR
DOMESTIC COURIER SERVICE

BID REFERENCE:	BMSIC/Courier/01-2014
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	: 14/02/2014
LAST DATE FOR SALE OF BIDDING DOCUMENT	: 07/03/2014 up to 2.00 pm
PRE-BID MEETING	: 26/2/2014 at 12.00 pm
LAST DATE AND TIME FOR RECEIPT OF BIDS	: 07/03/2014 up to 3.00 pm
TIME AND DATE OF OPENING OF BIDS	: 07/03/2014 at 3.30 pm

PLACE OF OPENING OF BIDS: Bihar Medical Services & Infrastructure Corporation Limited, 5th Floor, Biscomaun Bhawan, Gandhi Maidan, Patna 800001. Bihar

ADDRESS FOR COMMUNICATION: Bihar Medical Services & Infrastructure Corporation Limited, 5th Floor, Biscomaun Bhawan, Gandhi Maidan, Patna 800001. Bihar

**NOTICE INVITING SEALED TENDERS FROM COURIER SERVICE AGENCIES
FOR PROVIDING DOMESTIC COURIER DISPATCH SERVICES FOR NON
DOCUMENTS ITEMS (ALL TYPES OF MEDICINE, SURGICAL AND SUTURES)
FROM WAREHOUSES OF FATUHA, PURNIA AND MUZZAFARPUR (IN
FUTURE OTHER WAREHOUSES ALSO INCLUDED) TO BMSICL HQ/QC
OFFICE PATNA AND FROM HQ/QC OFFICE PATNA TO DIFFERENT
EMPANELLED DRUG TESTING LABORATORIES SITUATED IN INDIA AND
FROM BMSICL HQ/QC OFFICE TO ALL WAREHOUSE**

The Bihar Medical Services and Infrastructure Corporation limited invites applications from registered courier service agencies for providing courier services for non documents items (Pick up from the all the warehouses located in Bihar and delivery to BMSICL HQ/QC office at Patna and from BMSICL HQ/QC office to different empanelled drug testing laboratory across the country. List of name and complete address of warehouses in Bihar, BMSICL HQ/QC office, empanelled Drug testing laboratory in India is provided in annex A, any other warehouses, office, empanelled drug testing laboratory that may be opened in future by the BMSICL and delivery to the specified destinations across the country. Only those agencies that fulfil the following Pre-Qualification Criteria will be considered.

1. Prequalification criteria:

Serial No.	Criteria
a)	Minimum experience of providing courier services: 5 years (Certificate of Incorporation or Memorandum/ Articles of Association along with documentary proof to be enclosed)
b)	Network: Should have pick up/ delivery services facility across India (List of name and complete address from where pickup and delivery is required to be done is attached at annex 'A')
c)	Should be empanelled with /have executed job as Courier Services provider for at least three PSUs/ Nationalised Banks/ Private Banks/ other Govt. Institutions during the past five financial years i.e. from FY 2009-10 to FY 2013-14 (Documentary proof of empanelment/work order to be enclosed)
d)	Should have turnover of minimum Rs.5 lakh for each year during last three financial years. (Attach audited balance sheet of F.Y. 2010-11, 2011-12 and 2012-13)
e)	Should have its own website with on line tracking facility for tracking the delivery status of consignments.
f)	Should be able to provide 24x7 customer service helpline and support. (Details to be furnished in company letterhead)

2. The tender document can be availed from Office of the BMSICL by paying Rs. 2000/- in shape of Bank Draft drawn in favour of Managing Director, BMSICL, payable at Patna as per the schedule given above. However, the tender document is also downloadable from the website (www.bmsicl.gov.in). The cost of tender document required to be deposited in the shape of Bank Draft (only) along with the bid, failing which the bid shall not be accepted.
3. Duly completed tender in sealed covers super scribed "TENDER FOR EMPANELMENT OF COURIER SERVICE PROVIDERS FOR DOMESTIC OPERATIONS" should be submitted to **Managing Director, Bihar Medical Services And Infrastructure Corporation Limited, 5th floor, Biscomaun Bhawan, Gandhi Maidan, Patna-800001**, on or before as per schedule given above. Technical bid (Part I of the tenders) will be opened at as per schedule given above in the presence of the authorized representative of the tenderers who choose to be present. Price bid (Part II) of only such of those tenderers, who are found eligible after scrutiny of their Part I of the tenders, will be opened on a subsequent working day which will be intimated to all the eligible tenderers.
4. The BMSICL reserves the right to reject any or all tenders without assigning any reason there for.

**Managing Director
BMSICL, PATNA**

FORMAT OF APPLICATION FORM

From

To

Managing Director
Bihar Medical Services and
Infrastructure Corporation Limited
5st Floor, Biscomaun Bhawan
Gandhi Maidan
Patna-800001

Dear Sir,

BID FROM COURIER SERVICE PROVIDERS FOR DOMESTIC COURIER OPERATION

Ref: Advertisement in

We wish to introduce ourselves as courier agencies and request you to consider our bid for providing courier services in your office. We furnish hereby the required information about our firm/company and business:

1. (i) a. Name of the firm/company and full addresses of Head office

Name:

Address:

b) Telephone No./Mobile No.:

c) Constitution:

d) Date of establishment:

e) E-mail id of the firm :

(ii) a. Name of the firm/company and full addresses Branch office in Patna:

Name:

Address:

b. Telephone No./Mobile No.:

c. Constitution:

d. Date of establishment:

e. E-mail id of the firm :

2. a) Registration and License Number:

(Please provide relevant document)

b) Full name/s and addresses of Proprietor/
Partners/Directors:

c) Name of the Bankers:

(Please provide relevant document)

3. Name and addresses of branches/associates of the firm/company: a)

b)

c)

(Separate list may be enclosed in case the space provided is not sufficient)

4. Annual Turnover of last three years (Rs. 5 Lakhs)

2010-11 –

2011-12 –

2012-13 -

(Attach annual audited balance sheet of F.Y. 2010-11, 2011-12, 2012-13)

5. Number of Offices/outlets throughout India:

(Attach a list)

6. The details of at least three contracts which the firm/ company had/has with Other Banks/Public Sector undertakings/ Other Govt. Institution for courier services in the preceding five financial years i.e. from FY 2009-10 to FY 2013-14.

(Please provide name of the entity, period and value of the contract, geographical coverage of the entities)

7. Other information, if any:

(Please attach sheets, if necessary)

Note: In the event of dispute on any issue, the legal proceedings will be at Patna jurisdiction only

DECLARATION OF THE APPLICANT

We hereby confirm that the information furnished herein above is true to the best of our knowledge and belief. You are free to call for confidential opinion from any one as also from our Banker as you deem fit. We also certify that, we have understood all the terms and conditions indicated in the tender document and hereby accept the same completely

Yours faithfully,

Authorized signatory

Name:

Place:

Date:

Documents required in Part I:

- i) Tender Document duly filled in
- ii) Supporting documents in respect of qualification criteria as mentioned in the tender documents.
- iii) Authorization letter.
- iv) Terms and conditions duly signed on each page v) Sealed Cover/s containing Part II - Price Bid.

PART - I - Technical bid

To,

Managing Director
Bihar Medical Services and Infrastructure Corporation Limited
5st Floor
Biscomaun Bhawan
Gandhi Maidan
Patna-800001.

Dear Sir,

BID FROM COURIER SERVICE PROVIDERS FOR DOMESTIC COURIER OPERATION

Having examined the conditions specified in the memorandum herein set out and acquired the requisite information relating thereto as affecting the tender, we hereby offer to provide courier services specified in the said memorandum while strictly adhering to the time specified in it, at the rates mentioned in Part II of the quotations, and in all other respects in accordance with such conditions as may be applicable.

1. MEMORANDUM

(a)	Description of work	To provide courier services for non documents items (all types of medicine including tablets, capsules, syrups, injection, powder, lotion etc, surgical and sutures). i. Pick up from warehouses of Fatuha, Kasba (Purnia) and Muzzafarpur & and any other location (in Bihar) where new warehouse may be opened in future and delivery to the BMSICL HQ/QC office Patna. ii. Pick up from BMSICL HQ/QC office Patna and delivery to the empanelled Drug testing laboratory in Delhi, Hyderabad and any other location where new drug testing laboratory may be empanelled in future. iii. Pick up from BMSICL HQ/QC office Patna and delivery to warehouses of Fatuha, Kasba (Purnia) and Muzzafarpur & and any other location (in Bihar) where new warehouse may be opened in future.
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(c)	Tenure	The Contract is valid for 2 years from the date of 1 st work order issued and may be extended for six month by the approval of relevant authority.
(d)	Delivery schedule	Deliver parcels within A. FOR BIHAR CIRCLE i) Within 24/48 hours B. FOR REST OF INDIA i) 24/48 hours in all major cities which are connected by air (ii) 5 working days for rest of India connected by rail Note: If samples are picked up before 13.00HR, then day will be included in delivery schedule.

2. Should this tender be accepted, we hereby agree to abide by and fulfil all the terms and provisions of the said Contract annexed hereto in so far as they may be applicable or in default thereof to forfeit and pay to the BMSICL the amount mentioned in the said conditions.
3. We have deposited a sum of Rs. 20,000/- (Rupees twenty thousand only) for EMD by Demand Draft issued by a Scheduled Bank drawn in favour of Managing Director, BMSICL, payable at Patna. No interest is payable on the above EMD amount. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by the BMSICL.
4. We are enclosing herewith list of our clients along with full details like names, postal addresses, e-mail ids, telephone (landline and mobile) Nos., Fax Nos., etc, of the contact executives (i.e. the persons who can be contacted by the BMSICL, if required).
5. The Tender is submitted in two parts in separate sealed envelopes. Part I contains all commercial/technical terms and conditions and Part II contains only the price bid in the BMSICL Performa.

Name of the Director of the company authorised to sign (or)

Name of person having Power of Attorney to sign the contract.

(Certified true copy of the Power of Attorney should be attached.)

Yours faithfully

Signature of authorised signatory

With seal

Part-II

PRICE BID

(FOR COURIER SERVICES)

To

Managing Director
Bihar Medical Services and Infrastructure Corporation Limited
5th floor
Biscomaun Bhawan
Gandhi Maidan, Patna-800001

SUB: PRICE BID FOR COURIER SERVICE

Dear Sir,

I/We have carefully read your office letter No. _____ dt. _____ on the above subject and agree to the terms and conditions stated therein and hereby quote my/our rates as under:

- i. Name and address of the Courier Service Provider: -----

Proforma of Schedule of Rates for delivery of non documents items like medicine (tablets, capsules, injection, drops, powder etc), surgical and sutures.

S.No.	Slab	Within Bihar (from warehouse to Patna office and from Patna office to warehouse.(Refer annexure-A)	From Patna HQ/QC office to drug testing laboratory situated outside Bihar. (Refer annexure-A)
1.	Rate for 0-500gm slab in Rs		
2.	Rate for additional 500gm in Rs		

Note:-

1. L1 will be decided by the addition of S.No. 1 & 2
2. For weight more than one Kg than charges after one kg will be as per the rates of additional 500gms.

Certified that:

- a) The quoted rates are inclusive of all taxes, fuel surcharges. The details of taxes included and the rates considered at the time of bidding are mentioned.
- b) Above offer is valid for 180 days from the last date of submission of the quotations.
- c) We will provide courier service as per the time-schedule to be prescribed by the BMSICL from time to time.

Signature of the Authorised signatory

Name of the Firm.....

Place:.....

Date:.....

Address.....

(with rubber stamp of the firm)

Bid from courier service providers for domestic courier operations

Terms and Conditions of the contract

Sealed tenders are invited from reputed courier agencies/ firms with relevant experience and having wide network and necessary infrastructure across the country for appointment as domestic courier service agency for delivery of its packets for non documents items like medicine, surgical, sutures etc for pick up from following points:

- a. From warehouses of Fatuha, Kasba (Purnia) and Muzzafarpur & and any other location (in Bihar) where new warehouse may be opened in future and delivery to the BMSICL HQ/QC office Patna.
- b. From BMSICL HQ/QC office Patna and delivery to the empanelled Drug testing laboratory in Delhi, Hyderabad and any other location where new drug testing laboratory may be empanelled in future.
- c. From BMSICL HQ/QC office Patna and delivery to warehouses of Fatuha, Kasba (Purnia) and Muzzafarpur & and any other location (in Bihar) where new warehouse may be opened in future.

1. Pre-Qualification criteria:

Serial No.	Criteria
a)	Minimum experience of providing courier services: 5 years (Certificate of Incorporation or Memorandum/ Articles of Association along with documentary proof to be enclosed)
b)	Network: Should have pick up/ delivery services facility across India (List of Warehouse/BMSICL offices/empanelled drug testing laboratory where pickup and delivery is required to be done is attached at annex 'A')
c)	Should be empanelled with /have executed job as Courier Services provider for at least three PSUs/ Nationalised Banks/ Private Banks/ other Govt. Institutions during the past five financial years i.e. from FY 2009-10 to FY 2013-14 (Documentary proof of empanelment/work order to be enclosed)
d)	Should have turnover of minimum Rs.5 lakh for each year during last three financial years. (Attach audited balance sheet of F.Y. 2010-11, 2011-12 and 2012-13)
e)	Should have its own website with on line tracking facility for tracking the delivery status of consignments.
f)	Should be able to provide 24x7 customer service helpline and support. (Details to be furnished in company letterhead)

2. Procedure for tenders

The tenders for the courier services will be submitted in two parts i.e.

- a) Technical Bid - Part-I – This will contain the BMSICL terms and conditions for the services (Rates and amounts of items shall not appear anywhere in this part) with tenders' covering letter and the EMD of Rs.20,000/-in the form of Demand Draft issued by a Scheduled Bank drawn in favour of Managing Director, BMSICL, payable at Patna. Audited balance sheet, proof of date of commencement of Business, Photostat copies of the job award letters from at least three customers being provided Courier services along with list of such customers etc. Each page of the tender document including attachments should be duly signed by the authorized signatory (who has signed the Bid), and enclosed with the Technical Bid in token of bidder's confirmation to accept the terms and conditions and other provisions contained in it. The bid is to be sealed in one cover, super scribed "Part-I Technical bid for domestic courier operations". Incomplete Bid shall not be considered and will be summarily rejected.
- b) Price Bid - Part-II – This will contain only rates in Indian Rupees in figures and words and should be sealed in a separate cover, super scribed "Part-II Price bid for domestic courier operations". No other enclosure is permitted in Part II. Change in the terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be treated as null and void. Any information and enclosure other than prices against the items appearing in Part II shall not be considered for evaluation.

Part I and Part II in separate sealed covers, will further be sealed in another envelope super scribed as tender for appointment of Courier agency for Domestic Courier Service addressed to **Managing Director, Bihar Medical Services And Infrastructure Corporation Limited, 5th floor, Biscomaun Bhawan, Gandhi Maidan, Patna-800001** and delivered on or before **1500 hrs at 07 March 2014**

The tenderer must use only the forms downloaded / issued by the BMSICL to fill in the rates. The tender form must be filled in English. If any of the documents is missing or unsigned, the tender may be considered invalid by the BMSICL in its discretion. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with any of these conditions will render the tender void at the BMSICL option. No request for any change in terms and conditions after the opening of the part II tender will be entertained. The rates quoted shall be binding without any escalation whatsoever till end of the contract period.

3. Schedule of opening of tenders

Part I of the tenders will be opened at 1530 hrs on 07 March 2014 in the presence of the authorized representative of the tenderers who choose to be present. Price bid (Part II) of only such of those tenderers who are found eligible after scrutiny of their Part I of the tenders will be opened on a subsequent working day which will be intimated to all the eligible tenderers.

4. EMD

A sum of Rs.20,000/- (Rupees twenty thousand only) shall be paid as earnest money in the form of Demand Draft issued by a Scheduled Bank drawn in favour of Managing Director, BMSICL, payable at Patna No interest is payable on EMD amount. While the amount deposited by the unsuccessful bidders would be refunded after the suitable Courier Agency is / are finalized, the amount in respect of successful bidders shall be refunded after Bank Guarantee from a scheduled bank towards the security deposit is received.

5. Security Deposit (refer annexure I)

A Performance Bank Guarantee of Rs.60, 000/- (Rupees sixty thousand only) be furnished by the successful tenderer valid for a period of sixty days beyond the date of completion of all contractual obligations. The EMD furnished by the tenderer at the time of submission of the tenders will be retained as Security Deposit and returned on submission of the Performance Bank guarantee for the security deposit stated above. The Performance Bank Guarantee will be renewed for a further period as stated above upon renewal of the contract for this work by the BMSICL. Failure of the bidder to submit the above-mentioned Security Deposit shall constitute sufficient grounds for the annulment of the contract award. **In case of L1 being different for local delivery and national delivery, separate contract will be awarded for each of these works and accordingly Security deposit for both local and national delivery will be Rs.60,000/-for each.**

Terms of Payment

6. The successful tenderer shall execute an agreement (refer annexure II) with the BMSICL on stamped paper within fourteen days of receipt of letter of acceptance. However, the issue of letter of acceptance by the BMSICL shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.
7. 100% payment of the Courier Service Provider shall be released within 6 weeks of the submission of the bills duly supported by the relevant documents as proof of delivery in good condition through NEFT. BMSICL will pay the agreed amount on the basis of monthly bill submitted by the agency. No other charges shall be payable.
8. Courier Service Provider should submit their bills to the BMSICL office along with proof of delivery on or after 7th day of every month for all the couriers carried during the immediate preceding month.
9. The parcels given by the BMSICL to the Courier Service Provider should be delivered with utmost safety and security. The Agency should take utmost care not to leak/divulge any information of the addressee or the contents of the articles/packets/ documents so dispatched to any third party. In case of any occurrence of damage, theft, pilferage in transit,

the responsibility shall be that of the Courier Service Provider. The cost of the material and loss of time shall be recovered from them.

Duties and Responsibilities of the Courier Service Provider

10. The Authorized representative of Courier agency will collect packets of non documents items (parcels) from all warehouses/BMSICL HQ & QC office premises daily on all working days and also on holidays if there are some urgent requirements and will furnish receipt of the same. In cases of emergency, flexible pick up time will be provided.

11. The Courier agency will arrange to deliver parcels within 24/48 hours for Bihar circle, Within 24/48 hours in all major cities for rest of India which are connected by Air, 5 working days for rest of India connected by rail

Note: If samples are picked up before 13.00HR, then day will be included in delivery schedule.

12. In case of delay in delivering the parcels/letters within specified period, the BMSICL may, without prejudice to any other steps it may take in this regard, impose penalty of 50% cut in charges payable for delay up to one day and 100% cut in charges payable for delay of more than one day except in case of "force majeure".

FORCE MAJEURE: Neither party shall be liable for any delay in performing obligations or for failure to perform obligations if the delay or failure results from any of the following (whether happening in India or elsewhere) FORCE MAJEURE, Act of God or any governmental Act, fire, earthquake, explosion, accident, industrial dispute, civil commotion or anything beyond the control of either party. The parties hereto shall make all reasonable endeavours to minimise any such delay. Upon cessation of the event giving rise to the delay, the parties shall, in so far as may be practicable under the circumstances, complete performance of their respective obligations as described in these terms and conditions.

13. The courier agency will ensure that all the parcels are delivered to the recipient to whom it is meant for and in no case is delivered to anybody other than the intended recipient.

14. The Courier agency will furnish proof of delivery of parcels every week after getting signature of the recipient, his/her name and telephone number. The Representatives of Courier Service will write the name and telephone number of the recipients themselves.

15. The Courier agency will return the undelivered parcels within two weeks to the office from where the letter/parcel was picked up.

16. BMSICL shall make claims, if any, in writing – (a) within 30 days from the date of payment of the relative bill, if the claim relates to shortage, damage or delay, (b) within 60 days from the date of acceptance of the documents/parcels by the courier agencies, if it relates to non

delivery of the documents/parcels by the Courier agencies. Any such claim lodged by the BMSICL shall be settled by the Courier agencies within a period of one month.

17. The BMSICL may for any reasons whatsoever or without assigning any reason discontinue the arrangement before the expiry of the period mentioned in this agreement by issuing a notice of 30 days to the Courier agencies.
18. The offer should be valid for a minimum period of 180 Days from the date of opening of technical bid.
19. The agency shall be solely responsible for compliance with the provisions of all central and state laws, various taxes (Income tax, sales tax, service tax, etc), labour and industrial laws, such as minimum wages, compensation, EPF, Bonus, Gratuity, etc. relating to persons deployed for providing services to BMSICL.
20. In case of L1 being different for local delivery and national delivery, separate contract will be awarded for each of these works.

21. Assignment

The whole of the works included in the contract shall be executed by the bidder and the bidder shall not directly or indirectly transfer, assign or sublet the contract or any part, share or interest therein without written consent of the BMSICL. Notwithstanding the above, the decision of the BMSICL to grant such permission shall be final and binding on the bidder.

22. Miscellaneous:

- i. Interested tenderers can attend tender opening process.
- ii. 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.
- iii. Bidders are requested to see the tender site www.bmsicl.gov.in regularly before due date of submission for changes if any which may be uploaded subsequently in respect of this tender.
- iv. BMSICL reserves the right to reject any or all the bids without assigning any reason thereof and also reserves the right to reissue tender if required.
- v. If the courier agency/service is terminated prematurely by the act/omission on the part of the courier agency, the courier agency agrees that, earnest money/security deposit will not be refunded by the BMSICL and the same will be forfeited. In case the contract is terminated prematurely by the act/omission on the part of the courier agencies, he has to make temporary arrangement for the services provided by him for a period of 3 months or till BMSICL appoints new courier agencies or whichever is earlier.

Annexure-1

Proforma of Bank Guarantee for Security Deposit

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

No. _____ Date _____

To:

Managing Director

BMSICL

5st Floor, Biscomaun Bhawan,

Gandhi Maidan

Patna-800001.

Dear Sir

In consideration of your agreeing to accept the security deposit of INR ____ (INR ____ only) furnish able to you by Messrs _____ (hereinafter referred to as “the Contractor”) in terms of their contract with you for providing courier services to the BMSICL and all its branches spread across India as per their quotation dated ____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we ____ (Name of the BMSICL) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR ____ INR(____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR ____ (INR____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.
2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a “No Demand Certificate”, provided always that this guarantee shall in no event

remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.

5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR _____ (INR _____ only) as aforesaid.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.

7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.

8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.

10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any

amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.

12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank. 13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.

13. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.

14. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities thereunder, irrespective of whether or not the original guarantee is returned to us.

15. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

For & on behalf of
(Banker's Name & Seal)
BRANCH MANAGER
(Banker's Seal)
Address __

DRAFT AGREEMENT

This Service Agreement (hereinafter referred to as “Agreement”) is made at Patna on This day of month of the year 2014 and is being executed. BETWEEN Hereinafter referred to as “FIRST PARTY” which expression shall include the legally constituted signatories, heirs, successors and assigns) having its registered office atOf THE FIRST PARTY. AND Bihar Medical Services and Infrastructure Corporation Limited (BMSICL) (hereinafter referred to as the “SECOND PARTY” which expression shall include the legally constituted signatories, heirs, successors and assigns) having its Central Office at 5th floor, Biscomaun Bhawan, Gandhi Maidan, Patna-800001.

WHEREAS THE FIRST PARTY is a courier company, inter-alia engaged in the business of collecting consignments (non documents items e.g. Medicine (solid, liquid, semisolid, powder) surgical, sutures and delivering them to the address given in annexure-A; 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 for its central office/QC departments and its warehouses of Fatuha, Muzzafarpur, Purnia (any other warehouses, office, empanelled drug testing laboratory that may be opened in future by the BMSICL) in order to ensure delivery of (non documents items e.g. Medicine (Tablets, capsules, injection, drops, powder etc.) surgical, sutures 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) The Contract is valid for 2 years from the date of 1st work order issued and may be extended for six month by the approval of relevant authority.
- 2) That the service agreement will take effect from..... The contract can be terminated by the second party by giving 30 days notice in writing.
- 3) That the Party of First Part shall collect the consignments from the various warehouses in Bihar /HQ, QC office at Patna (list of warehouse, HQ, QC office at annex ‘A’ and any other warehouses, office, empanelled drug testing laboratory that may be opened in future by the second party) of the SECOND PARTY on all working days except Sundays and Holidays and delivery to the specified destinations across the country. 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 consignment at the time of taking the same for delivery.
- 4) 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.

- 5) 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. within 24/48 hours in Bihar circle, 24/48 hours all major cities (rest of India) which are connected by Air, 5 working days for rest of India connected by rail or sometimes even earlier by quicker means of delivery if the SECOND PARTY so desires, at no extra cost for all types of consignments.
- 6) 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 consignment at the time of submission of bills.
- 7) 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 they 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)
- 8) That the SECOND PARTY shall seal their non documents items 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.
- 9) 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 days of the scheduled time of delivery while clearly and emphatically mentioning the reason(s) for nondelivery 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 it at the earliest. That the PROSPECTIVE PARTY shall submit the monthly bills to its various offices from where the consignment was picked up against proper receipt for making payment. PAYMENT WILL BE MADE BY WAY OF NEFT IN THEIR FAVOUR.
- 10) The bills received as per schedule shall be paid by the SECOND PARTY generally within six weeks 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.
- 11) The customer shall make invoice to invoice payments and will not make any "On account Payments" to FIRST PARTY.

12) 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: 50% of the freight amount. If the FIRST PARTY fails to deliver the consignment even after one day beyond delivery schedule for any reason the second party may deduct Rs. 100% of the courier charges as late delivery charges.

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 majeure 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 Part II and the customer agrees to make payments to FIRST PARTY at the rates agreed.

15) Conditional offers will not be considered.

16) BMSICL has all the rights to amend any terms and conditions of tenders at any time without prior to any notice.

17) The whole of the works included in the contract shall be executed by the bidder and the bidder shall not directly or indirectly transfer, assign or sublet the contract or any part, share or interest therein without written consent of the BMSICL. Notwithstanding the above, the decision of the BMSICL to grant such permission shall be final and binding on the bidder.

18) Confidentiality – The Agency should take utmost care not to leak/divulge any information of the addressee or the contents of the articles/packets/ documents so dispatched to any third party.

19) 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 the Managing Director BMSICL (sole arbitrator) of 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 Patna only.

20) JURISDICTION:

Subject to clause 15 above, it is made clear that the agreement shall be deemed to be concluded at Patna jurisdiction only 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.

21) The contract may be terminated by the BMSICL at any stage with or without assigning any reason.

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.....

List of offices

Pick up from all warehouses (in Bihar) and delivered to BMSICL HQ/QC at Patna

1. **Address for Fatuha (Patna) Warehouse:**
Bihar State Warehousing Corp, Bazar Samiti,
Fatuha, Patna (Bihar), Pin-803201
Contact Person:- Purushottam Chandra
Contact No.:- 9471009110

2. **Address for Muzaffarpur Warehouse:-**
Bihar State Warehousing Corp. Narayanpur Annant,
Muzaffarpur (Bihar), Pin-842001
Contact Person: - Arvind Kumar
Contact No.:- 9471009071

3. **Address for Kasba (Purnia) Warehouse:-**
Bihar State Warehousing Corp.
Taranagar, Kasba, Purnia (Bihar), Pin-854330
Contact Person: - Md. Sarfraz Alam
Contact No.:- 9471009113

BMSICL HQ Address:-

Bihar Medical Services and Infrastructure Corporation Limited

5th floor, Biscomaun Bhawan, Gandhi maidan, Patna-800001

Contact Person: - Md. Shamsur Rab

Contact No.:- 9471006248

OR

BMSICL QC OFFICE:-

13E-2, Anandpuri, Boring Road, Patna-800001

Contact Person: - Md. Shamsur Rab

Contact No.:- 9471006248

Pick up from all BMSICL HQ or QC Office (address mentioned above) and delivered to Empanelled Drug Testing Laboratory

Address of Drug testing laboratory:-

1. M/S PRK PHARMANALYSTS PRIVATED LTD.
201 to 301 chip arcade, Himayatnagar Hyderabad- 500029, Andhra Pradesh
2. M/S STANDARD ANALYTICAL LABORATORY (ND) PVT.LTD
69, functional Industrial Estate, Patparganj, Delhi-110092
3. M/S ITL LABS PVT. LTD.
B-283-284, Mangolpuri Industrial area, phase-1 Delhi- 110083

Note: - Any other warehouses, office, empanelled drug testing laboratory that may be opened in future by the BMSICL.