



Ref: NHSRCL/MA/AD01/CSP/214.1

Date: 26.03.2019

**NOTICE INVITING QUOTATION**

**Subject : Quotation for Empanelment of Agencies for Domestic Courier Services for PAN-India Offices of NHSRCL for a period of one year.**

**Ref : Quotation No. NHSRCL/CO/CONTRACT/DOM-COURIER/2019/3**

Dear Sir,

- 1.0 You are invited to submit your most competitive quotation for the subject work with reference to details enclosed.
- 2.0 Quotations may be submitted on or before 15:00 Hrs, Wednesday 10<sup>th</sup> April 2019 via speed post / courier / e-mail to the address below:

**National High Speed Rail Corporation Limited,  
Asia Bhawan, Second Floor, Road No. 205,  
Sector-9, Dwarka, New Delhi – 110077  
E-mail:- [tendercontract@nhsrcl.in](mailto:tendercontract@nhsrcl.in)**

- 3.0 Please submit your lowest quotation for the items mentioned in the Notice Inviting Quotation (NIQ) subject to our terms and conditions enclosed. The quotation must be enclosed in a sealed envelope & super scribed with RFQ no. and due date, should reach us on or before the due date by 15:00 Hrs, Wednesday 10<sup>th</sup> April 2019 at the venue mentioned above.
- 4.0 It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by NHSRCL after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Thanking You,

**Encl:** as above

Yours faithfully,  
For National High Speed Rail Corporation Ltd.

**Indudhara Sastry  
General Manager(Contract)**



**Name of Work :** **Quotation for Empanelment of Agencies for Domestic Courier Services for PAN-India Offices of NHSRCL for a period of one year.**

## **1.0 PREFACE**

National High Speed Rail Corporation Limited (NHSRCL), having its Corporate Office located at Asia Bhawan, Second Floor, Road No 205, Sector-9, Dwarka, New Delhi – 110077, is implementing 508 Km long Mumbai-Ahmedabad High Speed Railway Project (commonly known as the Bullet Train Project) starting from Bandra Kurla Complex in Maharashtra and terminating at Sabarmati in Gujarat. The Project would be developed with the use of Japanese high speed rail technology (i.e. Shinkansen system).

NHSRCL requires professional services for Empanelment of Agencies for Domestic Courier Services for PAN-India Offices of NHSRCL for a period of one year from the date of Empanelment. NHSRCL proposes to engage suitable Agency (ies) who can provide all the required services for the activities as indicated in the scope of work for a period of one year from the date of entering into the agreement. However, it may further be extended as per requirement of Project, based on satisfactory performance during the initial one year, as decided by NHSRCL, on the same terms and conditions of the contract. Nothing extra shall be payable for such an extension of the contract.

For these services, sealed quotations are invited by **General Manager(Contract), National High Speed Rail Corporation Limited, Asia Bhawan, Second Floor, Road No.205, Sector-9, Dwarka, New Delhi-110077**, from interested companies having experience in professional courier delivery services.

## **2.0 SCOPE OF WORK**

- a) The work would include, but not limited to, providing **Professional Courier Services** of our Documents / Packages / Correspondences to various destinations in India (especially to Mumbai, Palghar, Ahmedabad, Surat, Vadodara from NHSRCL Corporate Office, New Delhi).
- b) The agency will arrange to collect courier letters/packages twice daily i.e. at 11.00 AM and 4.30 PM on every day from all departments of Regional Offices of NHSRCL (i.e. CPM-Mumbai, CPM-Palghar, CPM-Ahmedabad, CPM-Surat, CPM-Vadodara) & NHSRCL Corporate Office, New Delhi. The addresses of various units of NHSRCL will be provided to empanelled courier firms.
- c) The agency will arrange **delivery of courier letters/packages** handed over to them by the various departments of the company to the desired destination as under: -

- i) **Express Delivery within 24 Hours to Metro Cities from Regional Offices & Corporate Office(s) of NHSRCL.**
  - ii) **Delivery for All-India Outstation DAK within 48 Hours from Regional Offices & Corporate Office(s) of NHSRCL.**
  - iii) **Local DAK Delivery within 24 Hours from Regional Offices & Corporate Office(s) of NHSRCL**
- d) The agency is required to submit PODs of the letters/packets collected from the various departments as proof of delivery of letter/packet within seven days from the date of collection of letter/packet to the respective departments of the company for record/verification. In the event of non-submission of PODs for the courier/packets sent, no payment will be made to the agency.
- e) Soft copy of Daily Feedback of deliveries/status of consignments will be required to be submitted by the Bidder.

### 3.0 **MINIMUM ELIGIBILITY CRITERIA**

- a) The documents required towards fulfilment of minimum eligibility criteria, shall be submitted duly signed and stamped by the bidders, as **per Annexure-A.**
- b) Form of Bid as per **Annexure B.**
- c) Duly filled Financial Bid as per **Annexure-C.**
- d) The Bidder should be based at Delhi/New Delhi and should have office presence of PAN India especially in Mumbai, Palghar, Ahmedabad, Surat, Vadodara & NHSRCL Corporate Office at New Delhi. **Attach self-attested photo-copy of proof.**
- e) The Bidder should have a valid PAN Number issued by Income Tax Authority. **Attach self-attested photo-copy of PAN Card.**
- f) The Bidder should be registered with Goods & Service Tax Authority and should have a valid GST Number issued by Statutory Authority and should be ready to issue GST Compliant Bills/Invoices for release of payment. **Attach self- attested photo-copy of GST Registration with GST number.**
- g) The Bidder should have rendered satisfactory **Professional Domestic Courier Delivery Services in India during the last three years Financial Years (i.e.F.Y.2015-16, 2016-17 & 2017-18), to Public Sector Insurance Company / Public Sector Bank / Central or State Government Undertaking / Autonomous Institute / Corporate Establishments out of minimum 5 years' experience required. Attach self- attested Certificate of Experience and providing satisfactory Domestic Courier Services from concerned Establishments / Companies.**

- h) The Bidder should have an **On-line Developed Software** available on its **Official Website** so as to enable NHSRCL to track status, date and time of delivery of each consignment handed over for delivery to the agency.
- i) Quotation, duly signed and stamped by the bidders, shall be submitted in accordance with the Terms and Conditions of this document & “**Non-Disclosure Agreement**” as per **Annexure-D**, which forms part of this Notice Inviting Quotation.
- j) The Bidder should furnish List of Clients to whom satisfactory **Professional Domestic Courier Delivery Services in India** are given by them **during the last three Financial Years (i.e.F.Y.2015-16, 2016-17 & 2017-18)**. **Attach Certificates from concerned Clients/Companies. Attach self- attested list of present and past clients as per Annexure-E.**
- k) As a proof of sufficient financial capacity and organisational resources, the financial turnover or other financial statements for the last 03 (three) Financial Years (i.e. F.Y.2015-16, 2016-17, 2017-18) shall be submitted, duly certified by a Chartered Accountant. **Attach Certificate from Chartered Accountant in this regard as per format given in Annexure-F.**
- l) The Company will debar Bidders having relatives working in NHSRCL from bidding in any capacity. A **Non- Relationship Certificate** is required to be submitted as per **Annexure-G** of the Tender Document.
- m) The Quotations received from any firm/establishment whose services were not found satisfactory by NHSRCL earlier shall not be entertained.
- n) The Quotations from Bidders whose Bid(s) were earlier rejected by NHSRCL on account of fake supporting documents etc. shall not be entertained.

#### **4.0 SELECTION PROCESS**

- a) NHSRCL will adopt following selection process in evaluating the offers submitted by the bidder(s) by its due date.
- In the first stage, Technical evaluation including verification of required documents mentioned in this tender document will be carried out. The Bidder(s) which meet the minimum eligibility conditions will be evaluated for next stage, which is Financial Evaluation.
  - In the second stage, financial evaluation will be carried out for all technically successful bidders and evaluation of minimum rate quoted by bidder(s) will be ascertained.
  - The rates will have to be quoted in Indian Rupees. The quotation would include rates offered towards scope of works as per Clause 2.0 of this NIQ (excluding

GST). GST shall be paid / reimbursed on production of necessary proof of payment documents/vouchers. Agency will be free to avail any Input Tax Credit (ITC) under GST.

- b) NHSRCL will award the subject work based on the following method:
- i. Upon technical & financial evaluation, lowest quotation in each category will be identified.
  - ii. Work will be awarded to agency(ies) quoting lowest rates in each category / each slab and evaluated as L1.
  - iii. The technically qualified Bidding agency quoting lowest rate in each category / each slab applicable will be empanelled along with other eligible technically qualified Bidders / agency (ies) who are ready to provide Professional courier services to NHSRCL on the rates offered by NHSRCL for each category / each slab applicable. These Bidders / agency (ies), shall give complete acceptance of carrying out services for each category / each slab applicable along with rates and terms and conditions in writing to NHSRCL for empanelment towards providing courier services to the NHSRCL. Incomplete / Partial acceptance of above offer shall not be accepted by NHSRCL.
  - iv. The decision of the NHSRCL shall be final in this regard.

#### **5.0 GENERAL TERMS & CONDITIONS**

- a) The Bidder(s) should submit copies of self-certified documents desired under "**Annexure-A**". Quotation(s) received without relevant documents will not be entertained.
- b) The Bidder should have a proper established office premises having necessary infrastructure and sufficient man-power on its rolls so as to provide immediate, satisfactory and efficient courier services. Quotations received from Firms/establishments operating from residential premises and not having proper established office premises having necessary infra-structure and manpower on its rolls shall be rejected. The decision of NHSRCL, in this regard shall be final and binding on the Bidders.
- c) The Bidders are hereby informed that the company may arrange inspection of the office premises and infra-structure facilities of Bidder through a Committee of Officials of the Company for the purpose to verify the existence and status of firm/establishment with necessary infra-structure facility in providing satisfactory and efficient courier services so as to take a decision about the qualification of Technical Bids of Bidder. The decision of NHSRCL, in this regard shall be final and binding on the Bidders.

#### **6.0 SUBMISSION OF PROPOSALS**

- a) The Proposals must include duly signed and stamped Documents.



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- b) NHSRCL reserves its right to accept the quotation(s) either in full or in part & place an order for the full or part quantities under any items of work under scope of work.
- c) Completed Quotation documents sealed in an envelope super-scribing the name of work; name of the Bidder and address of the Bidder, shall be submitted at NHSRCL's office at address in Para 1.0 above before 15:00 hrs. on 10.04.2019. Quotation duly sealed in the prescribed manner above can also be sent through Registered Post/ Speed Post/ Courier / E-mail so as to reach at the office address given in para 1.0 not later than 15:00 hrs. on 10.04.2019. Any Quotation received later than 15:00 hours on 10.04.2019 shall be rejected and unopened bid shall be returned to the Bidder.
- a) Quotations submitted are to be opened in NHSRCL office at 15:30 hours on 10.04.2019. in presence of Bidders or authorized representatives of Bidders, who wish to attend the opening of the Quotations. Physical presence of the bidders during Bid opening is optional.
- b) **The validity of the offer shall be 90 days** from the date of opening of the Quotation.
- c) Bidders submitting proposals will not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids however clarification may be sought by NHSRCL in writing from agencies/firm in case of doubt / requirement of clarity, if so.
- d) Bidders may note that they are liable to be disqualified at any time during the Quotation process, in case, any of the information furnished by them is not found to be true. The decision of NHSRCL in this regard shall be final and binding.
- e) NHSRCL reserves the right to amend or withdraw any of the terms and conditions contained in the tender document or to reject any of the terms and conditions continued in the tender document or to reject any or all the Quotations in whole or impart without giving any notice or assigning any reason.
- f) NHSRCL also reserves the right to call for additional information from the Bidders.
- g) In case of dispute between NHSRCL and Bidder(s), the orders / directions / judgment of Competent Authority of NHSRCL will be binding in all respects.
- h) The contract shall be governed by the laws in force in India.
- i) No advance shall be paid under this contract.

#### **7.0 PENAL PROVISIONS**

- a) Time is the essence of the Contract. It shall be the binding duty of the Agencies to strictly adhere to time for performance of various services indicated in the Quotation.

Delays and deficiencies on part of Agencies shall attract penal provisions.

- b) If the Bidders / agency (ies) or its franchises/agents fails to deliver the consignments on time or within the stipulated period mentioned above for any reason, the deduction or penalty will be deducted from the amount payable to Bidder(s) as under: -

Description	Penalty to be imposed
For One Day delay beyond assured Delivery Schedule by the Bidders / agency (ies)	100% of the Rate quoted by the Bidder.
For Each Day Delay after One Day delay beyond Delivery Schedule as assured by the Bidders / agency (ies)	Rs.100/- per day as Penalty for Late Delivery Charges.

- c) That in case the Bidders / agency (ies) or its franchises/agents: -
- Manipulates the delivery particulars;
  - Damages the consignments;
  - Mishandles the consignments, which result in loss in full or any part/item of the consignments;
  - Submits wrong bills;
  - Submits unreliable delivery status report or which is found to be incorrect.
  - Picks up a consignment and then returns it on the plea that the address is outside the area of operations of the First Party; then

The Company shall impose a penal charge of Rs.2,000/- (Rupees Two Thousand Only) per consignment or the amount of consequential loss suffered by the Second Party, whichever is more.

Besides the penalties, the Agencies may face termination of Contract and/or debarment for any future contracts of NHSRCL.

## 8.0 **PERFORMANCE STANDARD**

- The Agencies shall perform the services with the highest standards of professional and ethical competence and integrity. The Agencies shall promptly replace any employee assigned under this Contract that NHSRCL considers unsatisfactory. The Agencies shall be solely responsible for carrying out the scope of work(s) mentioned in this quotation etc. and NHSRCL shall not be liable to interact with any of the partners/collaborators of the Agencies.
- The Agencies shall provide name of contact person with address & telephone/FAX no., which may be contacted by NHSRCL or its authorized staff or support team.

- c) Any change in Address, Phone number, FAX Number etc. shall have to be intimated in writing by the Agencies to the concerned in-charge of NHSRCL at the earliest.

**9.0 TERMINATION**

NHSRCL reserves the right to terminate the contract any time with one-month notice without giving any reason thereof.

**10.0 ASSISTANCE TO BIDDERS**

Any queries relating to the quotation document and the terms and conditions contained therein should be addressed to **General Manager(Contract), National High Speed Rail Corporation Limited, Asia Bhawan, Second Floor, Road No 205, Sector-9, Dwarka, New Delhi-110077.**



**Annexure-A**

**List of Documents for submission towards fulfilling Minimum Eligibility Criteria for Bidder(s)**

SN	Document Type	Details to be entered by the Bidder(s)	Self-attested Copies Attached (Yes / No)
1	Name of the Firm / Establishment & Year of Establishment.		
2	Form of Bid as per <b>Annexure B</b> .		
3	Duly filled Financial Bid as per <b>Annexure-C</b> .		
4	Registered Address of the Firm / Establishment.		
5	Number of Branch Office of the Firm/Establishment in India. <b>Attach list of offices along with its addresses.</b>		
6	Number of Franchise of Firm / Establishment. <b>Attach list of Franchises with its addresses.</b>		
7	Whether the Firm / Establishment is proprietorship / partnership / Pvt. Ltd. Or Public Limited Company. <b>Attach copy of document with Registration No.</b>		
8	Copy of valid PAN Number issued by Income Tax Authority		
9	Copy of GSTIN Certificate issued by Goods & Service Tax Authority having valid GST Number issued by Statutory Authority		

SN	Document Type	Details to be entered by the Bidder(s)	Self-attested Copies Attached (Yes / No)
10	The Bidder should have rendered satisfactory <b>Professional Domestic Courier Delivery Services in India during the last three years Financial Years</b> (i.e.F.Y.2015-16, 2016-17 & 2017-18), to Public Sector Insurance Company / Public Sector Bank / Central or State Government Undertaking / Autonomous Institute / Corporate Establishments out of <b>minimum 5 years' experience</b> required. <b>Attach self-attested Certificate of Experience and providing satisfactory Domestic Courier Services from concerned Establishments / Companies.</b>		
11	Official Website Address of the <b>On-line Developed Software</b> so as to enable NHSRCL to track status, date and time of delivery of each <b>consignment</b> handed over for delivery to the agency.		
12	<b>Non-Disclosure Agreement as per Annexure-D</b>		
13	List of Clients to whom satisfactory <b>Professional Domestic Courier Delivery Services in India</b> are given by them during the last three <b>Financial Years</b> (i.e.F.Y.2015-16, 2016-17 & 2017-18). <b>Attach Certificates from concerned Clients/ Companies. Attach self-attested list of present and past clients as per Annexure-E.</b>		

SN	Document Type	Details to be entered by the Bidder(s)	Self-attested Copies Attached (Yes / No)
14	As a proof of sufficient financial capacity and organisational resources, the financial turnover or other financial statements for the last 03 (three) Financial Years (i.e. F.Y.2015-16, 2016-17, 2017-18) shall be submitted, duly certified by a Chartered Accountant. <b>Attach Certificate from Chartered Accountant in this regard as per format given in Annexure-F.</b>		
15	<b>Non- Relationship Certificate</b> as per <b>Annexure-G</b>		
16	Bank Details i.e. Cancelled Cheque, Name of Bank, Account Number, MICR No. RTGS No., Bank Telephone as per <b>Annexure-H</b>		

**Note:** Self-Attested copies of documentary evidence must be attached to Annexure-A for point mentioned above 1 to 16.

**Annexure-B**

*[On Bidder's Company letterhead]*

**FORM OF BID**

[Location, Date]

To,

NATIONAL HIGH SPEED RAIL CORPORATION LIMITED  
Acting through  
**General Manager (Contracts)**  
**National High Speed Rail Corporation Ltd.**  
**2<sup>nd</sup> Floor, Asia Bhawan, Road No. 205**  
**Sector-9, Dwarka, New Delhi-110077**

Dear Sir,

I/We, have read the various terms and conditions of the quotation documents attached here with duly signed by me/us and agree to abide by the same. I/We also agree to keep this quotation open for acceptance for a period of 90 days from the date fixed for opening the same.

I/We have quoted our rates in the Bill of Quantities taking into account all the above factors and we offer to do the work “**Empanelment of Agencies for Domestic Courier Services for PAN-India Offices of NHSRCL for a period of one year.**” quoted in the attached Bill of Quantities and hereby bind ourselves to complete the work in all respects within time schedule depicted in quotation documents from the date of issue of letter of acceptance of the quotation.

I/We also understand that Letter of Acceptance along with all quotation documents shall constitute a binding contract between me/us and National High Speed Rail Corporation Limited.

That, I/we have not been Blacklisted/ banned for business dealing for all Government Departments/ PSUs, or by Ministry of Railways or by NHSRCL at any time and/or no such blacklisting is in force as on the deadline for submission of bids.

That, I/we is neither Bankrupt/Insolvent nor is in the process of winding-up nor such a case is pending before any Court on the deadline of submission of the bids.

I/We are not related to any one employee on any capacity by the NHSRCL.

I/We have provided all correct information, and is liable to be disqualified at any time during the Quotation process/ Contract period in case any of the information furnished by us is not found to be true. This will result in forfeiture of EMD money and terminate the Contract. The decision of NHSRCL in this regard shall be final and binding.

Thanking you,

Yours Sincerely,

Signature:

Name & Designation of the authorized Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Mobile: \_\_\_\_\_



*Handwritten signature*

**Annexure-C**

**Financial Bid**

Name of the Bidder:

Address:

**A. Category-1**

SN	Category / Slab		Rate for Express Delivery within 24 Hours to Metro Cities from Regional Offices & Corporate Office(s) of NHSRCL located as under					
			Mumbai	Palghar	Ahmedabad	Surat	Vadodara	New Delhi
1	Rate For Upto 50 Grams	in Figures						
		in Words						
2	Rate For 51 Grams & Upto 100 Grams	in Figures						
		in Words						
3	Rate For 101 Grams & Upto 300 Grams	in Figures						
		in Words						
4	Rate For 301 Grams & Upto 500 Grams	in Figures						
		in Words						
5	Rate For 501 Grams & Upto 1 Kilogram	in Figures						
		in Words						
6	Rate Per Kg For Bulk Cargo Beyond 1 Kilogram per 500 Grams	in Figures						
		in Words						



**B. Category-2**

SN	Category / Slab		Rate for Delivery for All-India Outstation DAK within 48 Hours from Regional Offices & Corporate Office(s) of NHSRCL located as under					
			Mumbai	Palghar	Ahmedabad	Surat	Vadodara	New Delhi
1	Rate For Upto 50 Grams	in Figures						
		in Words						
2	Rate For 51 Grams & Upto 100 Grams	in Figures						
		in Words						
3	Rate For 101 Grams & Upto 300 Grams	in Figures						
		in Words						
4	Rate For 301 Grams & Upto 500 Grams	in Figures						
		in Words						
5	Rate For 501 Grams & Upto 1 Kilogram	in Figures						
		in Words						
6	Rate Per Kg For Bulk Cargo Beyond 1 Kilogram per 500 Grams	in Figures						
		in Words						

**C. Category-3**

SN	Category / Slab		Rate for Local DAK Delivery within 24 Hours from Regional Offices & Corporate Office(s) of NHSRCL located as under					
			Mumbai	Palghar	Ahmedabad	Surat	Vadodara	New Delhi
1	Rate For Upto 50 Grams	in Figures						
		in Words						
2	Rate For 51 Grams & Upto 100 Grams	in Figures						
		in Words						
3	Rate For 101 Grams & Upto 300 Grams	in Figures						
		in Words						
4	Rate For 301 Grams & Upto 500 Grams	in Figures						
		in Words						
5	Rate For 501 Grams & Upto 1 Kilogram	in Figures						
		in Words						
6	Rate Per Kg For Bulk Cargo Beyond 1 Kilogram per 500 Grams	in Figures						
		in Words						

**REMARKS:** The technically qualified Bidding agency quoting lowest rate in each category / each slab applicable will be empanelled along with other eligible technically qualified Bidders / agency (ies) who are ready to provide Professional courier services to NHSRCL on the rates offered by NHSRCL for each category / each slab applicable. These Bidders / agency (ies), shall give complete acceptance of carrying out services for each category / each slab applicable along with rates and terms and conditions in writing to NHSRCL for empanelment towards providing courier services to the NHSRCL. Incomplete / Partial acceptance of above offer shall not be accepted by NHSRCL.

**A. Note:**

1. Bidders are requested to read the bid document carefully as well as eligibility criteria along with terms & conditions as specified in the tender document while submitting bids.
2. The bidder must submit their financial quote in the prescribed format - specified at **Annexure-C** of this tender document and no other format is acceptable.
3. If the format is found to be modified by the bidder, the bid will be rejected. The bidders are strictly advised to refrain from by quoting unrealistic prices, at which they may provide services later.
4. The complete bid shall be submitted concurrently duly signed and stamped by Competent Authorized person of Bidder / Firm / Individual.
5. The rate should be quoted in Indian Rupees Only.
6. All the columns should be clearly filled in Ink legibly or typed. The amount should be filled in figures as well as in words.
7. No column should be left blank which would otherwise make the tender liable for rejection.
8. The rates quoted by the Bidders should be valid for a period of one years from the date of empanelment of the firm for providing courier services. No revision will be allowed during the Rate Contract Period.
9. The Tenderers/Bidders are advised to refer to Scope of Work of the Tender Document so as to cover all expenses to be borne by him/them for providing courier services before quoting rates in the Financial Bid.

**B. Payment:**

1. The Bidder will submit monthly bills to each Regional Office & Corporate Office for the letters/packages received from them for courier along with PODs for verification and certification of amount payable as per approved rates. The bills duly verified, certified, stamped and "Passed for Payment" indicating the amount payable as per approved rates by the respective Regional Office & Corporate Office will then be submitted to Administration Department, Head Office, NHSRCL, New Delhi, for release of payment.
2. Payment shall be payable within 14 days from the date of receipt of correct Invoice.

3. Statutory deductions at source, if any, shall be made from the payments.
4. GST shall be reimbursed on production of necessary documents/vouchers in support of payment. Agency will be free to avail any Input Tax Credit (ITC) under GST.
5. Staff/Workers payment of wages, all allowances and benefits, leave entitlement, EPF Contributions, insurance (as applicable) etc., shall be the Agency's responsibility as per the Acts prevailing in India and Local Authority.
6. Payment for subjected work shall be released to Agency on submission of Invoices, duly certified by NHSRCL.
7. All payment to the Agency shall be made through RTGS / A/c payee cheque. For the purpose of RTGS Agency has to provide his A/c Number, name of Bank, IFSC code of Bank and Address of bank etc. in format as per **Annexure-H**.



**Annexure-D**

**NON - DISCLOSURE AGREEMENT**

This Agreement made on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the 'Effective Date')  
BETWEEN: (1) **National High Speed Rail Corporation Limited (NHSRCL)**, having  
its Corporate Office at 2<sup>nd</sup> Floor, Asia Bhawan, Road No. 205  
Sector-9, Dwarka, New Delhi-110077.

AND

(2)

(hereinafter referred to, individually, as the "Party" and collectively, as the "Parties")

**Background:**

- i) The Parties are, or will be, evaluating, discussing and negotiating a potential contractual relationship concerning the

\_\_\_\_\_ (the 'Project').

- ii) The Parties may, in these evaluations, discussions and negotiations, disclose to each other information that is technically and /or commercially confidential.  
iii) The Parties have agreed that disclosure and use of such technical and/or commercial confidential information shall be made and on the terms and conditions of this Agreement.

**Now it is agreed as follows:**

**1.0 Definitions:**

In this Agreement the following terms shall, unless the context otherwise requires, have the following meanings:

- 1.1 'Disclosing Party' means the Party disclosing Confidential Information to the other Party under this Agreement.  
1.2 'Receiving Party' means the Party receiving Confidential Information from the other Party under this Agreement.  
1.3 'Confidential Information' means any information, which shall include but is not limited to, design, fabrication & assembly drawings, know-how, processes, product specifications, raw materials, trade secrets, market opportunities, or business or financial affairs of the Parties or their customers, product samples, inventions, concepts and any other technical and/or commercial information, disclosed directly or indirectly and in any form whatsoever (including, but not limited to, disclosure made in writing, oral or in the form of samples, models, computer programs, drawings or other instruments) furnished by the Disclosing Party to the Receiving Party under this Agreement.  
1.3.1 Such Confidential Information shall also include but shall not be limited to:  
1.3.1.1 information disclosed by the Disclosing Party in writing marked as confidential at the time of disclosure;



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- 1.3.1.2 information disclosed by the Disclosing Party orally which is slated to be confidential at the time of disclosure;
- 1.3.1.3 information disclosed in any other manner is designated in writing as Confidential Information at the time of disclosure; or
- 1.3.1.4 notwithstanding sub-clauses 1.3.1.1, 1.3.1.2 and 1.3.1.3 of this definition, any information whose nature makes it obvious that it is confidential.
- 1.3.2 Such Confidential Information shall not include any information which:
- 1.3.2.1 is, at the time of disclosure, publicly known; or
- 1.3.2.2 becomes at a later date, publicly available otherwise than a wrongful act or negligence or breach of this Agreement of or by the Receiving Party; or
- 1.3.2.3 the Receiving Party can demonstrate by its written records was in its possession, or known to the Receiving Party, before receipt under this Agreement, and which was not previously acquired under an obligation of confidentiality; or
- 1.3.2.4 is legitimately obtained at any time by the Receiving Party from a third party without restrictions in respect of disclosure or use; or
- 1.3.2.5 the Receiving Party can demonstrate to the satisfaction of the Disclosing Party, has been developed independently of its obligations under this Agreement and without access to the Confidential Information.
- 1.4 **‘Purpose’** means the evaluations, discussions, negotiations and execution regarding a contractual relationship between the Parties in respect of the Project defined in paragraph (i) of the Background section.
- 1.5 **‘Affiliate’** means any legal entity which, at the time of disclosure to it on any Confidential Information, is directly or indirectly controlling, controlled by or under common control with any of the Parties.
- ‘Contemplated Agreement’** means any future legally binding Agreement between the Parties in respect of the Project envisaged under this Agreement.
- 2.0 Non-Disclosure of Confidential Information:**
- 2.1 In consideration of the disclosure of Confidential Information by the Disclosing Party to the Receiving Party solely for the Purpose, the Receiving Party undertakes whether by itself, its successors and heirs, not to disclose Confidential Information to any third party, unless in accordance with Clause 4.
- 2.2 In addition to the undertaking in Clause 2.1, the Receiving Party shall be liable for:
- 2.2.1 any loss, theft or other inadvertent disclosure of Confidential Information, and
- 2.2.2 any unauthorized disclosure of Confidential Information by persons (including, but not limited to, present and former employees) or entities to whom the Receiving Party under this Agreement has the right to disclose Confidential Information, except where, the Receiving Party has used the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential Information of like importance and in no event less than a reasonable degree of care; and upon becoming aware of such inadvertent or unauthorized disclosure the Receiving Party has promptly notified the Disclosing Party thereof and taken all reasonable measures to mitigate the effects of such disclosure and to prevent further disclosure.
- 2.3 The Receiving Party understands and agrees that:



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- 2.3.1 any information known only to a few people to whom it might be of commercial interest and not generally known to the public is not public knowledge;
- 2.3.2 a combination of two or more parts of the Confidential Information is not public knowledge merely because each part is separately available to the public.
- 2.4 The Receiving Party acknowledges the technical, commercial and strategic value of the Confidential Information to the Disclosing Party and understands that unauthorized disclosure of such Confidential Information will be injurious to the Disclosing Party.
- 3.0 Use of Confidential Information:**  
The Receiving Party is entitled to use the Confidential Information but only for the Purpose.
- 4.0 Permitted Disclosure of Confidential Information:**
- 4.1 The Receiving Party may disclose in confidence Confidential Information to any of its Affiliates and employees, in which event the Affiliate and employee shall be entitled to use the Confidential Information but only to the same extent the Receiving Party is permitted to do so under this Agreement. The Receiving Party agrees that such Affiliates or employees are subject to confidentiality obligations no less restrictive than those of this Agreement.
- 4.2 The Receiving Party shall limit the dissemination of Confidential Information of its Affiliates and employees having a need to receive such information to carry out the Purpose.
- 4.3 The Receiving Party may disclose Confidential Information to its Bidders, Agencies, sub-Agencies, agents or similar persons and entities having a need to receive such information to carry out the Purpose on the prior written consent of the Disclosing Party. In the event that the Disclosing Party gives such consents, the Receiving Party agrees that such individuals are subject to confidentiality obligations no less restrictive than those of this Agreement.
- 4.4 Notwithstanding Clause 2.1, the Receiving Party shall not be prevented from disclosing Confidential Information, where (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement or (ii) such disclosure is otherwise required by law, provided that the Receiving Party, to the extent possible, has first given prior written notice to the Disclosing Party and made reasonable efforts to protect the Confidential Information in connection with such disclosure.
- 5.0 Copying and Return of Furnished Instruments:**
- 5.1 The Receiving Party shall not be entitled to copy samples, models, computer programs, drawings, documents or other instruments furnished by the Disclosing Party hereunder and containing Confidential Information, unless and to the extent it is necessary for the Purpose.
- 5.2 All samples, models, computer programs, drawings, documents and other instruments furnished hereunder and containing Confidential Information shall remain the Disclosing Party's property.
- 5.3 At any time upon request from the Disclosing Party or upon the conclusion of the Purpose or expiry of this Agreement, the Receiving Party, at its own cost, will return or procure the return, promptly and in any event within 14 days of receipt of such request,

of each and every copy of Confidential Information given by the Disclosing Party, and satisfy the Disclosing Party that it no longer holds any further Confidential Information.

**6.0 Non-Disclosure of Negotiations:**

Except as provided in Clause 4, each Party agrees that it will not, without the other Party's prior written approval, disclose to any third party the fact that the Parties are discussing the Project. The Parties acknowledge that the provisions of this Agreement shall apply in respect of the content of any such discussions. The undertaking set forth in this Clause 7 shall survive the termination of this Agreement.

**7.0 Term and Termination:**

**7.1** This Agreement shall become effective on the Effective Date. The provisions of this Agreement shall however apply retro actively to any Confidential Information, which may have been disclosed in connection with discussions and negotiations regarding the Project prior to the Effective Date.

**7.2** This Agreement shall remain in force for five (5) years from the Effective Date, except to the extent this Agreement is superseded by stipulations of the Contemplated Agreement.

The rights and obligations of each Party with respect to all Confidential Information of the other Party that is received under this Agreement shall remain in effect for a period of five (5) years from the date of disclosure of Confidential Information.

**8.0 Intellectual Property Rights:**

All Confidential Information disclosed herein shall remain the sole property of the Disclosing Party and the Receiving Party shall obtain no right thereto of any kind by reason of this Agreement.

**9.0 Future Agreements:**

Nothing in this Agreement shall obligate either Party to enter into any further Agreements.

**10.0 Amendments:**

Any amendment to this Agreement shall be agreed in writing by both Parties and shall refer to this Agreement.

**11.0 Severance:**

If any term or provision in this Agreement is held to be either illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement, but the validity and enforceability of the remainder of this Agreement shall not be affected.

**12.0 Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of India and in any dispute arising out of or relating to this agreement, the Parties submit to the exclusive jurisdiction of the Courts situated at Delhi, India.

**13.0 General:**

**13.1** Upon 45 days written notice, the Disclosing Party may audit the use of the programs, materials, data, services, and such additional disclosed resources. The Receiving Party agrees to co-operate with the Disclosing Party's audit and to provide reasonable assistance and access to information.

- 13.2 The Receiving Party shall disclose of any similar agreements explicit or otherwise, for similar purpose/application with in its own organization, or any other third party.
- 13.3 In the event of a breach or threatened breach by the Receiving Party of any provisions of this Agreement, the Disclosing Party, in addition to and not in limitation of any other rights, remedies or damages available to the Disclosing Party at law or in equity, shall be entitled to a temporary restraining order / preliminary injunction / or any such action permissible under extant laws, in order to prevent or to restrain any such breach by the Receiving Party, or by any or all persons directly or indirectly acting for, on behalf of, or with the Receiving Party. IN WITNESS WHEREOF, this Agreement was duly executed on behalf of the Parties on the day and year first above written.

(Name, Designation and address of the authorized signatory)

(Name, Designation and address of the authorized signatory)

Signed for and on behalf of the Receiving Party in the presence of:

Signed for and on behalf of the Disclosing Party in the presence of:

Witness:

1.

Witness:

1.

2.

2.



**Annexure-E**

**FORMAT FOR WORK EXPERIENCE DECLARATION OF EXECUTING WORKS OF  
SIMILAR NATURE AS PER QUOTATION ELIGIBILITY REQUIREMENTS**

(i) The following information should be provided in the format indicated

CERTIFICATE FROM CLIENT SHALL BE PRODUCED FOR CHECKING IF  
DEMANDED BY NHSRCL.

**Years of experience in Domestic Professional Courier Services Work:** \_\_\_\_\_

**List of Firms/ Companies wherein Courier work carried out during last 5-years:**

Sl. No	Name of Client	Value of similar work done (Rs)	Details of Experience

Signature of Authorised Representative \_\_\_\_\_

Name : \_\_\_\_\_

**Annexure-F**

**CERTIFICATE REGARDING FINANCIAL TURN-OVER OF BIDDER DURING  
THE LAST THREE FINANCIAL YEARS**

I / We, M/s \_\_\_\_\_, the tenderer/bidder for providing courier services on Contract Basis, hereby confirm that the total annual financial turn-over of the firm/company and profit during the last 03 (three) Financial Years (i.e. F.Y.2015-16, 2016-17, 2017-18) along with financial year-wise break-up is given below:-

S.NO	FINANCIAL YEAR	ANNUAL TURN-OVER FOR THE YEAR	PROFIT EARNED FOR THE YEAR
1	2015 - 16	Rs. _____	Rs. _____
2	2016 - 17	Rs. _____	Rs. _____
3	2017 - 18	Rs. _____	Rs. _____

**SIGNATURE & SEAL OF THE BIDDER**

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**CERTIFICATE BY CHARTERED ACCOUNTANT**

I / We, \_\_\_\_\_, Chartered Accountants, certify that the figures regarding Annual Turnover and profit earned for the financial years mentioned above in respect of M/s. \_\_\_\_\_ are correct and true as per their Books of Accounts and other related records.

**SIGNATURE & SEAL OF THE CHARTERED ACCOUNTANT**



*[Handwritten Signature]*

**Annexure-G**

**FORMAT OF NON-RELATIONSHIP CERTIFICATE**

I / We / Our organization,

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including our Partners / Share-holders / Directors hereby certify that none of my / our relative(s) is / are employed in National High Speed Rail Corporation Limited.

In case at any stage, if it is found that the information given by me / us is false / incorrect, The National High Speed Rail Corporation Limited shall have the absolute right to take any action as deemed fit without any prior intimation to me / us.

Signature of the Bidder with Seal \_\_\_\_\_

Name of the Bidder \_\_\_\_\_

Date \_\_\_\_\_



**Annexure-H**

**FORMAT FOR PAYMENT THROUGH “NEFT/RTGS” SYSTEM  
AGENCY/VENDOR PAYMENT  
[On Letterhead of the Firm/ Bidder]**

Sr. No.	Name of Party	Detail given by Agency/ Vendor
1	Work/Supply order No.	
2	Date	
3	Name of Bank	
4	Address	
5	Name of Bank Branch	
6	Address	
7	Place	
8	Account Number	
9	MICR Code	
10	IFS Code	
11	Mobile No (for SMS)	
12	E-Mail ID	
13	PAN Number	
14	GST No.	

**Note:-**

-Please attached Xerox copy of 1<sup>st</sup> page of pass book (Containing account number, name of account holder, branch name) and Xerox of one blank cheque (for IFS code) to ensure the prompt payment.

Signature of AUTHORISED SIGNATORY