# EMPANELMENT OF COURIER AGENCIES FOR HEAD OFFICE FOR CARRYING DAK / PARCELS (TIME SENSITIVE DOCUMENTS) TO OFFICES OF THE BANK AND OTHER PLACES ON ALL INDIA BASIS

## TENDER UNDER TWO BID SYSTEM FOR

#### **TECHNICAL / FINANCIAL BIDS FROM COURIER AGENCIES**

#### **TENTATIVE DATES**

DATE OF ISSUE OF TENDER NOTICE : 26-03-2019

LAST DATE AND TIME OF

SUBMISSION OF TENDER BIDS : 15-04-2019 up to 03:00 P.M

DATE OF OPENING OF TECHNICAL BID : 16-04-2019 at 03:30 P.M.

Bank of Baroda,
Office Administration Department,
Head Office, Seventh Floor, Baroda Bhavan,
R C Dutt Road, Alkapuri,
Baroda - 390 007 (Gujarat)
(0265- 2316712/6750).

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#### BANK OF BARODA Head Office,Baroda Bhavan, R C Dutt Road, Alkapuri, Vadodara – 390 007

#### NOTICE INVITING TENDER

Dear Sirs,

TENDERS UNDER TWO BID SYSTEM ARE INVITED FOR EMPANELMENT OF COURIER AGENCIES FOR HEAD OFFICE FOR CARRYING DAK / PARCELS (TIME SENSITIVE DOCUMENTS) TO OFFICES OF THE BANK AND OTHER PLACES ON ALL INDIA BASIS.

#### Schedule of Tender:

1. Date of Tender Notice : 26-03-2019

2. Last date of submission of tender bids : 15-04-2019 at 3.00 p.m.

(Technical & Financial Bid in separate sealed covers)

Time and Date of opening of Technical Bid
 Place of opening Tender
 16-04-2019 at 3.30 p.m.
 7th Floor, Baroda Bhavan,

R C Dutt Road, Alkapuri, Head Office, Vadodara

#### **Tender Process:**

Courier Agency with experience of having successfully completed similar jobs within last 5 years (as on 28-02-2019) may participate in the bidding process subject to fulfillment of other criteria as mentioned in this tender notice.

#### **Technical Bid:-**

In the first stage of evaluation process, only "Technical Bid" (Part-I of the bids) will be opened and evaluated by the Bank. The Bidders satisfying the technical requirement as determined by the Bank and accepting terms and conditions of these documents shall be shortlisted for financial bid evaluation.

#### Financial Bid:-

Under second stage of evaluation process, the "Financial Bid" (Part-II) of only those bidders who have been shortlisted in the first stage, will be opened.

Mandatory Information (strictly in enclosed prescribed Performa Part-I and Part-II)

#### **Envelope No.1**

J	Tender document duly signed by the authorized signatory as token of acceptance of
_	all terms and conditions.
J	Technical Bid ( Part-I)
Ĵ	EMD & Tender fee
Ĵ	Other supporting documents & credentials of the tenderer.
Ĵ	Declaration

Must not contain any information of price bid. Any such discloser in the Envelop no.-1 will disqualify the tenderer without any further scrutiny.

#### Details of EMD & Tender Fee to be submitted along with technical bid:

Particulars	Favoring	Amount Rs.	DD/Banker's cheque
Earnest Money	Bank Of Baroda	1,00,000/-	Payable at Baroda
Deposit (Refundable)			-
Tender Fee (Non	Bank Of Baroda	1,000/-	Payable at Baroda
Refundable)			

The tenderer must also submit the Mandatory Information **strictly in enclosed prescribed proforma as enclosed as Part-I**. Technical Pre- qualification of the tenderer will be based on the Mandatory Information and supporting documents submitted along with the tender documents& Bank scrutiny of the same and/or inspection/verification of works carried out by the Tenderer.

Technical bids not submitted along with the EMD and Tender fees are liable to be summarily rejected.

#### **Envelope No.2**

The information shall be provided as per Proforma enclosed as Part II. Bids duly sealed as indicated above should be sent separately through registered post or delivered by hand so as to reach by 15-04-2019 at 3.00 p.m. at the following address:

The Chief Manager, Bank of Baroda, Office Administration Dept., 7th floor, Baroda Bhavan, Alkapuri, Vadodara, Gujarat-390007

The Bank reserves its right to accept or reject application of any of the applicant for appointment of courier agency without assigning any reasons whatsoever.

PLACE: VADODARA GENERAL MANAGER
DATE: 26-03-2019 (Operations & Services, Head office-Vadodara)

#### Eligibility Criteria.

- 1. Experience of having successfully completed similar jobs i.e. within last 5 years (as on 28-02-2019) should be one of the following :
- a) Three similar\* completed works annual (Financial year) invoicing for each job (single job or combined offer from one party) costing not less than Rs.30 lacs.

**OR** 

b) Two similar\* completed works annual (Financial year) invoicing for each job (single job or combined offer from one party) costing not less than Rs.40 lacs.

)R

c) One similar\* completed work annual (Financial year) invoicing for each job (single job or combined offer from one party) costing not less than Rs.60 lacs.

\*similar type of work means Postal & Parcel business only of which at least-1- work should be Public / Govt. undertaking/Reputed Private Company with their presence in metro and urban cities.

- 2. Average annual turnover of the last three years should not be less than Rs.50 lacs.
- 3. 5 years' experience of having handled dak of a large public / private sector undertaking preferably an agency having branches / offices across the country. Copy of work order to be enclosed along with copy of latest performance certificates of successfully completed contract
- 4. Should have full-fledged office and staff in all urban and metro centers PAN India.
- 5. Should furnish a list of delivery cum pick up centers with addresses and phone numbers to cater needs of almost all our branches.
- 6. Should be able to deliver dak and parcels to any addressee branches / offices / places within a period of 24/48/72 hours as applicable.
- 7. Should have online tracking system with viewing of electronic signature on delivery.
- 8. Applicant must be registered with Central Board of Excise and Customs under Goods and Service Tax Act and should have PAN number.
- 9. Applicant must have Branch Office / Head Office at Vadodara.
- 10. Should comply with all Central / State Labour Laws / Rules in force.

The firm should have sufficient number of experienced personnel and other resources for the completion of subject work.

Applications by those firms who do not submit Performance Certificate from their current / previous employers / clients are liable to be summarily rejected.

#### Terms & conditions:

- I. Tender may be downloaded from our Bank's website (www.bankofbaroda.com, from tender section)
- II. Eligible courier agencies who fulfill the above requirements are required to apply in two bid system / Part-I Technical Bid and Part-II Financial Bid. The bidders shall submit Part-I and Part-II of the bids separately in sealed envelopes duly super-scribing "Technical Bid" on one envelope and "Financial Bid" on another envelope. Both the envelopes shall be submitted by the tenderer in another envelope, super-scribed "Tender for empanelment / appointment of courier agency."

- Applicant must sign every page of this bid (including annexures/corrigendum if any) and also sign all the documents furnished in this bid.
- IV. Any corrigendum/Addendum if any will be issued on Bank website.
- V. **Tender Validity:** 120 days from the date of opening of price bid. The tender / offer submitted by the vendor including the rates quoted by them shall remain valid during the period of tender validity. The Bank however reserves the right to call the fresh quotes from other bidders at any time during the above period, if considered Necessary.
- VI. The EMD deposited by the tenderer shall be forfeited in case :
  - The tenderer withdraws his tender before completing the selection process.
  - The tenderer withdraws his tender after processing but before acceptance of Letter of appointment to be issued by the Bank.
  - The selected tenderer fails to enter into an agreement as required under this tender.
  - The tenderer violates any of the provisions of the terms and conditions of this tender.
- VII. EMD of unsuccessful tenderers will be refunded after award of the work.
- VIII. The successful tenderer shall enter into a SLA (Service Level Agreement) duly stamped accepting all the terms and conditions mentioned therein within 15 days after receiving acceptance letter of the Bank.
- IX. The successful tenderer shall be required to submit a interest free security deposit of Rs 5.00 lakh to the bank (EMD of one lakh rupees will be converted into security deposit & remaining Four lakh Rupees shall be deposit in form of Cheque/DD at the time of execution of Agreement). In case of Violation of any of the terms & conditions of the SLA, the security deposit amount is liable to be forfeited.
- X. Appointment of courier agency shall be for two years from entering into agreement. Performance will be reviewed on annual basis & continued for further period only, if performance is found to be satisfactory.
- XI. The Bank at any time during the continuance of Agreement if found the services of Courier Agency unsatisfactory then the Bank after giving a 15 days notice terminate the agreement and shall impose penalty and claim liquidated damages.

#### Other terms and conditions of Financial Bid:

 On all bank working days and other days as may be specifically required by the Bank, the Courier Agency shall at the timing stipulated by the Bank arrange through their accredited representatives having proper Identity Cards (without which he shall not be authorized to collect or deliver the packets) to take delivery of the covers / letters / documents / parcels of the Bank for delivery to the respective addresses and will obtain their acknowledgement on the same.

- 2. Courier agency shall depute his messenger daily except Bank holidays, to the buildings i.e. Head Office, BarodaBhavan, R C Dutt Road, Alkapuri, Vadodara, to collect Dak / parcel (or) any other address in Vadodara decided by bank from time to time.
- 3. Letter / parcel shall have to be delivered as per under mentioned time schedule to the address except in case of delay due to result of an event of Force Majeure. "Force Majeure" means an event beyond the control of tenderer and not foreseeable and not involving the tenderer's fault or negligence such as curfew in the area, act of public enemies, war, strike and act of god.

a. Within same city & Mumbai : 24 hoursb. Within same state : 48 hoursc. Outside state except Mumbai : 72 hours

Note: In the event of the delivery date falls on the bank holiday, the delivery shall be made immediately on next working day.

4. Penalty for delay / non delivery as mentioned above in point no.3 will be as under :

i) In case of delay of one day
 ii) Delay of more than one day
 iii) Delay of more than two days
 - 50% of the charges paid / payable.
 - 100% of the charges paid / payable.
 - Rs 100/- per day from third day.

- 5. In case of non-availability of Courier Services at certain places, it is the responsibility of the courier to deliver the parcel/letter within stipulated time period through alternate channel( Speed Post through India Post) at the contracted rate only under advice to us.
- 6. In case of failure on the part of courier to dispatch the parcel letter to a certain place in such case the Bank shall dispatch the parcel or letter through alternate channel (Speed post through India Post) and the expenses so incurred by the Bank shall be borne by the courier. The Bank at the time of payment to the Bill of courier will adjust such expenses from the bill of the courier.
- 7. It shall be the responsibility of the Courier Agency, each of its employee and agent, that, after the receipt of the letters / documents / packets from the Bank, the same shall not be tampered in any manner whatsoever. It is further clarified that the Courier Agency shall ensure that each and every document reaches its destination and is not misplaced / lost / stolen in any manner whatsoever. The Courier shall take all the possible precautions to ensure the safety, secrecy, and confidentiality of the letters, documents and packets and the contents mentioned therein. In case of any loss (pecuniary or otherwise) suffered by the Bank, the Courier Agency shall be liable to make good the same, on such terms and at such value as the Bank may deem fit at its discretion.
- 8. To ensure absolute security, safety and confidentiality about the nature of the document sent indak.
- 9. The courier shall indemnify the Bank against any losses, damages, charges and expenses as Bank may be put to or incurred due to delay, non-performance, mal performance, non-delivery, shortage or damages to any of the packets or documents whatsoever.

- 10. The Courier Agency represent and warrant to the Bank that it has obtained and acquired all statutory approvals, registrations, clearances, permissions and approvals which are at present or at any time in future may be required to be obtained by it for running the business, from the appropriate Government Authority and / or any other Statutory / Regulatory Authority(s) for performance of its obligations under the Agreement and further undertake to keep the same valid throughout the term of this Agreement.
- 11. The agency should cover itself with insurance policy with sufficient coverage amount of Rs. 10 lakh for any damage / lost in transit any of our important mails. The cost of Insurance to be borne by agency. Agency should submit the policy during SLA execution.
- 12. TDS applicable as per government norms.
- 13. All disputes shall be subject to the court having jurisdiction at Vadodara.

#### 14. Indemnity:

The agency shall indemnify and hold the Bank against any direct losses, liabilities, damages, claims, costs and expenses (including attorney's fees and expenses), which Bank may incur or suffer as a result of or in connection of any breach by courier agencies of any agreement, contract, obligations duties or conditions contained in SLA.

#### 15. **Confidentiality:**

"Confidential Information" includes all information disclosed by the Bank to the Courier Agency either directly or indirectly, whether in written, oral, electronic or in any other form during the term of agreement. Such information shall include, without limitation, (i) Bank's Documentations (ii) any information relating to the Bank's operation, Data, processes, plans, intentions, product information, market opportunities, know-how, designs, information, related to actual and information, business plans, trade secrets, marketing materials and strategies, costing and pricing information, customers and policies and procedure. The courier agency shall maintain the confidentiality of the "confidential information" and shall not diverge any such information to any third party without prior written permission of the bank. The Courier Agency here by undertakes and assures that it shall indemnify and keep indemnified the Bank against losses and damages that the Bank may suffer on account of any disclosure of any Confidential Information by the employee, agent & representatives of the Courier Agency.

#### 16. Vicarious Liability:

The Courier Agency shall be the principal employer of all the employees, agents, representatives, etc., engaged by the Courier Agency and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment with the Bank shall accrue or arise, by virtue of engagement of such employees, agents and representatives by the Courier for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, etc., of the services shall be paid by the Courier Agency alone and the Bank shall not have any direct or indirect liability or

obligation, to pay any charges claims or wages of any employee, agent and representative etc. The Courier Agency shall comply with all the statutory requirements.

#### 17. No employer – employee relationship:

The Courier Agency or any of their employees / officers / staff / personnel / representatives / agents / shall not under any circumstances, be deemed to have any employer – employee relationship with the Bank.

#### 18. Subcontracting:

The Courier Agency shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by the Bank under the contract without the prior written consent of the Bank.

Notwithstanding anything contained here-in-above, the Bank reserves its right to utilize the services of other couriers on such terms and conditions as the Bank may deem fit and the courier agency shall have no right to demand work as a matter of right by virtue of their empanelment with the Bank.

#### 19. Dispute Resolution:

In the event of any dispute or difference between the parties arising out of or relating to the agreement which is not settled between the parties within 30 days, the matter shall be referred to the Arbitrator appointed by the Bank under the Arbitration and Conciliation Act 1996 & any amendments so far. The Arbitration proceedings shall be held in Vadodara and the language shall be English.

#### 20. Jurisdiction and Applicable Law:

The Contract with the Courier Agency shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Vadodara. All the disputes arising out of or in connection with the Agreement shall be deemed to have arisen in Vadodara. Only the court/s in Vadodara shall have the jurisdiction to determine the same.

#### 21. Charges & Payment and Taxes:

The Bank will pay to the Courier charges for the above services at the rate specified in Part-II of this Tender document. The rates as specified will be inclusive of all the other charges except Goods and Services Tax (GST).

The Courier Agency shall submit their bills / invoices at Head Office, Baroda Bhavan, Vadodara with complete details on the monthly basis along with Proof of Delivery (POD) for Dak/Parcel for the period, which shall ordinarily, be settled within -15- days from the date of receipt, if the same are in order. In case of non-submission of Proof of Delivery (POD) bank shall not process the bills for Payment.

It is agreed by and between the parties that the Bank shall not pay any amount / expenses / charges / cess / travelling expenses / boarding expenses / lodging expenses / conveyance

Expenses / out of pocket expenses other than what has been agreed upon between the parties, mentioned in Part-II of this Tender document.

For any further query/information on the tender, following officers / persons to be contacted honor before 72 hours from last date of submission of tender.

Mr. PPL Achari Balaga Cheif Manager (Office Admn.) Bank of Baroda, 7<sup>th</sup> Floor, Baroda Bhavan, HeadOffice, R C Dutt Road ,Alkapuri Vadodara – 390 007. Tele. No.0265-2316712

Email id: oa.ho@bankofbaroda.co.in

Mr. Vipul Choudhary
Manager-Civil Eng.(Office Admn.)
Bank of Baroda,
7<sup>th</sup> Floor, Baroda Bhavan
Head Office,
R C Dutt Road,Alkapuri
Vadodara— 390 007.
Tele No.0265-2316750

### TECHNICAL BID Basic Information

1	a) Name of the applicant / organization	
	b) Address of the Registered Office	
	c) Telephone No./Email id	
2	Year of establishment	
3	Type of the organization (Whether sole proprietorship,	
	Partnership, Private Ltd. or Ltd. Co. etc.) (Enclose	
	certified copies of documents as evidence)	
4	Name & Qualification of the Proprietor / Partners /	
	Directors of the Organisation / Firm (Enclose certified	
_	copies of document as evidence)	
5	Details of registration – Whether Partnership firm,	
	Company etc. Name of Registering Authority, Date and Registration number (Enclose certified copies of	
	document as evidence)	
6	No. of years of experience in the field and details	
7	Address of office through which the proposed work of	
	the Bank will be handled and the Name & Designation	
	of officer in charge.	
8	(a) Yearly turnover of the organization during last 3	
	years (year wise) and furnish audited balance sheet and	
	Profit & Loss A/c (Audited) for the last -3- years.	
	(b) Committed turnover in	
	2015-2016	
	2016-2017	
	2017-2018	
	© Turnover till March 2018	
9	PAN No. / TAN No.	
10	Details of registration for Goods and Services Tax	
11	Detailed description and value of works done and	
10	works on hand	
12	Details of Key Personnel Permanently employed	Attack a second advant of a second
13	Whether any Civil Suit / litigation arisen in contracts	Attach a separate sheet if required.
	executed / being executed during the last 10 years. If	
	yes, please furnish the name of the project, employer,	
	Nature of work, Contract value, work order and brief details of litigation. Give name of court, place, and	
	status of pending litigation.	
14	Information relating to whether any litigation is	Attach a separate sheet if required.
1-7	pending before any Arbitrator for adjudication of any	Actually a separate sheet if required.
	litigation or else any litigation was disposed off during	
	the last ten years by an arbitrator. If so, the details of	
	such litigation are required to be submitted.	

#### PART - I

#### **FORMAT FOR TECHNICAL BID**

Following Documents are required with the Technical Bid:

1	Tender documents duly stamped and signed by the tenderer on all the pages, in token of having accepted all the terms and conditions of the tender.	
2	Self-authenticated details of constitution of the Firm, Company etc.	
3	Experience certificate(s) with name, address, telephone number(s) of clients and certificate from their present client(s) stating the bidders satisfactory performance.	
4	Experience of having successfully completed similar jobs i.e. within last 5 years (as on 28-02-2019) should be one of the following:	
	<ul> <li>a) Three similar* completed works annual (Financial year) invoicing for each job (single job or combined offer from one party) costing not less than Rs.30 lacs.</li></ul>	
	*similar type of work means Postal & Parcel business only of which at least- 1- work should be Public / Govt. undertaking/Reputed Private Company with their presence in metro & urban cities.	
5	Self-authenticated Documentary evidence certifying average annual turnover of more	

	than Rs.50 lacs in each for last three financial years.	
6	Self-authenticated copies of the Balance Sheet and Profit and Loss Account for each of the last three financial years duly certified by a Chartered Accountant.	2017-18
7	Self-authenticated copies of the latest Income Tax, Returned filed during last -03- years.	
8	Self-authenticated copies of registration with CBEC (TIN number), GST No. and PAN Number	
9	Undertaking that the firm/company is not currently blacklisted / suspended by any organization / institution for any reason. In case of company, the affidavit must be signed by authorized person as per resolution of the company and certified copy of resolution should also be enclosed.	

Note: If any of the above document is not enclosed with Technical Bid, application will be rejected prima facie.

#### **Certification:**

I certify that all the details furnished above are true and correct to the best of my knowledge and belief. I understand that in case of furnishing of any false information or suppression of any material information, the bid shall be liable for rejection besides initiation of penal proceedings by the Bank, if it deems fit.

Signature of Courier Agency / Authorized Person.

**PLACE: VADODARA** 

DATE:

Note: Compliance to all the points mentioned in technical bid shall stand for evaluation of Technical Bid of the Applicant. No rates to be quoted in this bid. If the rates are mentioned by the applicant, then the applicant shall be debarred from tendering process.

#### BANK OF BARODA Head Office – 7<sup>th</sup> floor, Baroda Bhavan, R C Dutt Road, Alkapuri Vadodara – 390 007

#### Declaration

- 1. I/We hereby submit the information in your prescribed proforma and understand that any information is found to be false at a later date, contract made between ourselves and Bank of Baroda. will be treated as invalid.
- 2. I/We agree that decision of Bank of Baroda in selection of tenderers will be final and binding on me / us.
- 3. All the information furnished in the attached proforma is correct to the best of my / our knowledge.
- 4. Bank shall have the authority to verify all the information provided by us.
- 5. All supporting documents shall be provided by us in authenticity of the information furnished.
- 6. The process of Tender may be terminated during any time of the tender process without assigning any reason thereof.

	Signature
	Name & Designation Organization
PLACE :	
DATE :	

#### PART - II

#### **FORMAT FOR FINANCIAL BID**

1)	Name of the Courier Agency	:

7) For your reference we are giving average of letters / parcels sent during a month and we expect the number of mail / parcels will be increased/decreased in future &proposed rate for letters / parcel:

Sr no	Weight	Approx Quantity (Nos.)	Rate per Unit within City (Rs.)	Total Amount within City (Rs)	Rate per unit Out of City but Within Gujarat state (Rs.)	Total Amount Out of City but Within Gujarat state (Rs.)	Rate per unit Out of Gujarat State but within India(Rs.)	Total Amount Out of Gujarat State but within India (Rs.)
		(A)	(B)	(AXB)	(C)	(AXC)	(D)	(AXD)
1	Upto 50 gms	3500						
2	50 to 100 gms	300						
3	101 to 250 gms	300						
4	251 to 500 gms	300						
5	501 gms to 1 kg	150						
6	1 kg to 2 kg	150						
Grand Total				W		X		Υ

<sup>\*</sup>Above Quantity is average per month.

<sup>\*</sup>Quantity may increase/decrease which shall not have impact in rate quoted.

<sup>\*</sup>Above 2 kg, rates will be on prorata basis for every additional kg or part thereof e.g. for 2kg and 100 gms.

#### **SUMMARY**

Sr.No.	Туре	Amount (Rs.)
1	W	
2	X	
3	Υ	
Total am		

Total Amount quoted by tenderer monthly (U) in words:

Total Amount quoted by tenderer yearly (UX 12) in Rs:

Note:- The above rates are inclusive of all taxes but excluding Goods &Services Tax. Actual GST shall be payable.

Seal and Signature of the Bidde
Place :

Date: