



Department of Posts, Government of India

Rebidding of Request for Proposal
Under Quality and Cost Based Selection-
(QCBS) Model for
Public Private Partnership
for Operational Management of Parcel Hubs in
Assam Postal Circle
with respect to Mail Processing & Transmission

(For Online Bidding, please visit <https://eprocure.gov.in>)

Offline bidding is not acceptable

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Request for Proposal (RFP)

Disclaimer & Disclosures

Assam Postal Circle under Department of Posts (herein referred as DOP) has prepared this document to give background information on the Project to the interested parties having experience in similar line. While DOP has taken due care in the preparation of the information contained herein and believes it to be accurate, neither DOP nor any of its authorities or agencies nor any of their respective officers, employees, agents, or advisors give any warranty or make any representations, express or implied, as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. The specifications of the components of the proposed assignment are defined in generic terms on best effort basis. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by DOP in submitting RFP. The information is provided on the basis that it is non-binding on DOP or any of its authorities or agencies or any of their respective officers, employees, agents, or advisors.

DOP reserves the right not to proceed with the Project or to change the configuration of the Project or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. The decision by DOP in the matter will be final. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

The proposal in response to the RFP should be signed and submitted by a person duly authorized to bind the bidding company to the details submitted in the proposal in response to the RFP. The signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered by the competent authority to sign the relevant documents and bind the bidder. All the pages of the bid documents are to be signed by the authorized signatory along with the office seal. Any clarification sought may be mailed to parcel.assam@gmail.com. All clarifications sought shall be responded hereafter by email or through an addendum, if necessary.

The issue of this RFP does not imply that the Authority is bound to select the Bidders or Partners, as the case may be, for the Project and the Authority (herein DOP) reserves the right to reject all or any of the Bid

without assigning any reasons whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

In case of any change in the location of the Parcel Hub due to administrative reasons, the Partner is required to carry out the operation from the new location without any extra cost as per revised sorting and despatch pattern limited to 5(Five) Parcel Hubs as mentioned above at Para 1.1.1. The cost of the Project is estimated one.

Invitation of Request for Proposals

Department of Posts: India
O/O The Chief Postmaster General,
Assam Circle, Meghdoot Bhawan,
Panbazar, Guwahati-781001

1. INTRODUCTION

1.1 Background

- 1.1.1 The President of India represented by the Chief Postmaster General, Assam Circle, Department of Posts, (herein referred as DOP) having its Headquarter at Guwahati (hereinafter referred as DOP) is engaged in Postal Services which include Mail Management and Operations. The Authority has decided to introduce Public Private Partnership (PPP) for Operational Management of Five Parcel Hubs at Guwahati, Tezpur, Jorhat, Tinsukia and Silchar in Assam Postal Circle with respect to Mail processing and transmission. The Authority has, therefore, decided to carry out the bidding process for selection of a bidder to whom the project may be awarded.

Brief particulars of the Project are as follows:

Name of the Project	Scope of the Project	Estimated Project Cost (In Rs.cr.)
Request for Proposal under Quality and Cost Based Selection- (QCBS) Model for Public Private Partnership For Operational Management of Parcel Hubs in Assam Postal Circle with respect to Mail Processing & Transmission	Augmentation of Mail Transmission, Operations, Human Resources, Network Planning, Operations Research, Mail transmission through fleet of vehicles	2.5 crore*

* The cost of the project is estimated one. Premises of DOP will be used by the partner at no extra cost. Expenditure related to Electricity, water and annual repair & maintenance of building will be borne by DOP. Approximate number of articles handled in all Hubs in a year is 22 lakh as can be seen in Appendix-VII at Page No.85.

Department of Posts, intends to award the project through an open competitive bidding process in accordance with the procedure set out herein.

- i. The Selected Bidder, who is either a company incorporated under the Companies Act, 1956/2013 or undertakes to incorporate as such prior to

execution of the agreement (the “**Private Partner**”) shall be responsible for management and operation of 5 (Five) Parcel Hubs at Guwahati, Tezpur, Jorhat, Tinsukia and Silchar under Assam Postal Circle and transmission between them ; in accordance with the provisions of the **Agreement** to be entered into between the Selected Bidder and the Authority (herein the DOP) in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

- ii. At present, the Parcel transmission is carried out as per Hub and Spoke Model through Parcel Hub (Level-1) and Parcel Hub (Level-2). Parcel Hub (L-1) is mapped with other Parcel Hub (L-1) across the country and some local mapped Post offices. Parcel Hub(L-2) is mapped with only one Parcel Hub (L-1) and local mapped Post offices.

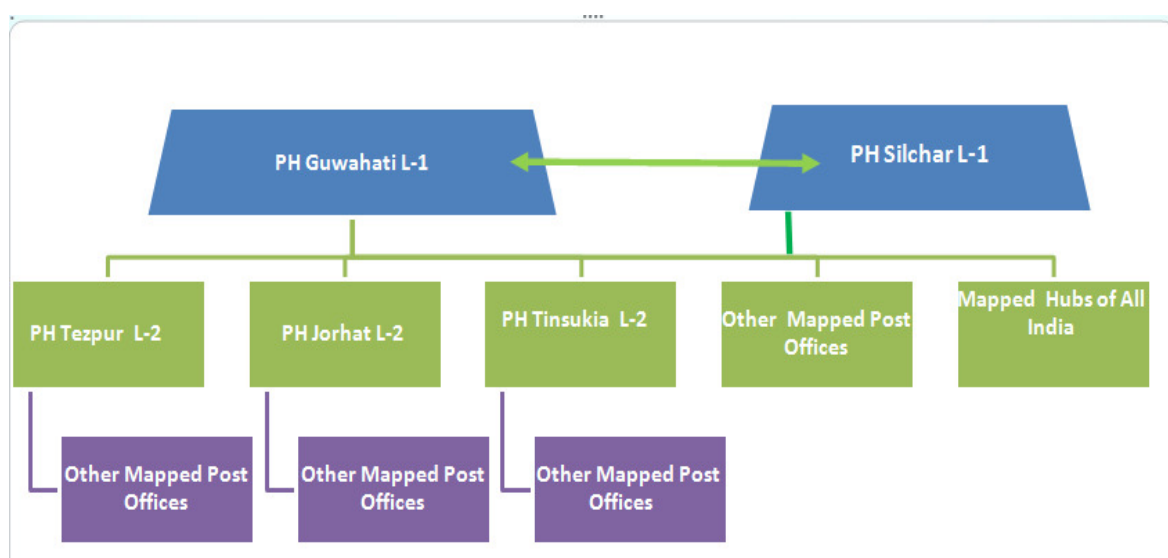


Figure 1

- **Shifting of Tinsukia Parcel Hub to Dibrugarh and upgradation to Level-1 is under process.**

The Pre Bid Meeting explaining details of project was held at Guwahati in the O/o The Chief Postmaster General, Assam Circle on 20.11.2023 after due notification in Newspapers and <https://www.indiapost.gov.in> and <https://www.assampost.gov.in>

1.2 Scope of the Work

The scope of work will broadly include the **processing and transmission of mails** in accordance with the terms of the Agreement. The detailed terms and conditions of the **partnership** are set forth in the Agreement, including *inter alia* the scope of the **Private Partner's**

services and obligations. **The details are as under:-**

- The Private Partner will process the parcels which includes receive, scan, sort and bagging as per the standard process adopted in Department of Posts and applicable rules/regulations of DOP in this regard in the 5 (Five) Parcel Hubs within the cut off time in the same working set/batch and connect with the next available dispatch schedule .
- The Private Partner will arrange to transmit the Parcels among the 5 Parcel Hubs within Assam and within the transit time fixed for the routes.
- The Private Partner will make Parcels ready for dispatch to its mapped Post office and other L-1 Hubs across the country and L-2 Hubs within Assam and North East Circle as per the schedule of dispatch of DOP to be provided by the Department.
- The work of mail processing and transmission shall be done on all working days including Sundays and holidays to meet the processing and dispatch time target.
- The Loading and Unloading of the Parcel bags at Parcel Hubs and linked vehicles should be carried out by the Partner at all the Hubs within Assam Postal Circle.
- In case of any change in the location of the Parcel Hub due to administrative reasons, the Partner is required to carry out the operation from the new location without any extra cost as per revised sorting and despatch pattern limited to the 5 (Five) Parcel Hubs as mentioned above at Para 1.1.1.
- The partner has to ensure safety of parcels and bags during handling and transmission of the Parcels.
- No extra charges like toll charges or any tax levied by Government from time to time paid by Private Partner would be reimbursed by DOP.
- The Operations of the Hub shall be carried out by trained personnel of the Private Partner. The initial training of the workers on operations will be provided by DOP. Parcel Hubs shall be manned by the Partner. Operation Manager(s) shall be deployed to look after the operations of the Hub by the Private partner. One DOP representative may be appointed in all Hubs to liaison with the Private Partner.
- The Details of Responsibilities, SLA's and other technical aspects are given in details in Annexure-VII.

1.3 Brief description of Bidding Process

- 1.3.1 The Authority has adopted a Quality and Cost Based (QCBS) model of bidding process (collectively referred to as the “**Bidding Process**”) for selection of the Bidder for award of the Project.

The first part i.e. the “**Technical Bid**” of the process involves Pre-qualification of interested parties/ consortia who submit a Bid in accordance with the provisions of this RFP (the “**Bidder**”, which expression shall, unless repugnant to the context, include the Members of the Consortium). The second part of the process involves the financial proposals i.e. the “**Financial Bid**” of the Bidders pre-qualified in the Technical Bid with Technical points. The Technical Bid and Financial Bid shall collectively be referred as the “**Bid**”.

The Bidders would be required to furnish all the information specified in this RFP. The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid due date.

The Authority shall be entitled to disqualify a Bidder in accordance with the terms and conditions of the RFP at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.

- 1.3.2 At the Pre-qualification stage, the Technical Bids of the Bidders would be evaluated and only those Bidders that are pre-qualified by the Authority shall be eligible for the second part of the Bidding Process comprising opening and evaluation of their Financial Bids. However the final selection will be based on the weightage of points out of total of 100 awarded under the QCBS Model (Technical Evaluation: 70 % and Financial: 30%)
- 1.3.3 A separate **Partnership Agreement** for the Project will be signed with successful bidder. Partnership agreement will be broadly based on the terms of this RFP.
- 1.3.4 A Bidder is required to deposit, along with its Bid, a bid security of Rs. 5,00,000 (the “**Bid Security**”), refundable no later than 180 (one hundred and eighty) days from the Bid Due Date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority in the format

provided at Appendix-IV. In case a bank guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. Where a demand draft is provided, its validity shall not be less than 90 (Ninety) days from the Bid Due Date for the purposes of encashment thereof by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. Physical copy of the Bid Security should reach this office within 5 working days of bid opening.

- 1.3.5 Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project including implementation thereof as per this RFP.
- 1.3.6 Quality and Cost based Selection (QCBS) Model would be adopted for awarding the work to a Bidder. The remaining Bidders as per the rating awarded on Combined Technical and Financial Score (CTFS) by the designated committee shall be kept in reserve.
- 1.3.7 All queries by prospective Bidders must be sent only via email to the following email address only: parcel.assam@gmail.com All communications pertaining to the RFP shall clearly bear the following identification/title:
RFP Notice No. PCL/PD/PH/2023-24/Outsourcing/Vol-I Dated 12/02/2024
“Rebidding of RFP for Public Private Partnership for Operational Management of Parcel Hubs in Assam Postal Circle”
- 1.3.8 The work would be awarded to the Bidder with Highest Combined Technical Technical and Financial Score (CTFS) for a period of 1(One Year) extendable by another one-year subject to satisfactory performance and Decision of the Authority.
- 1.3.9 The official website is <https://www.indiapost.gov.in> and <https://www.assampost.gov.in>. Bidders are advised to visit the website regularly to keep them updated, for any changes/ modifications related to this RFP.

1.4 **Schedule of Bidding Process**

The Authority shall endeavour to adhere to the following schedule:

Sl. No.	Event Description	Date
1	Date of notification of the Bid Process:	12.02.2024 (1100 hrs)
2	Last date for receiving queries:	20.02.2024 (1800 hrs)
3.	Authority response to queries latest by	22.02.2024 (1200 hrs)
4.	Site visit by prospective bidders	From 12.02.2024 to 26.02.2024
5.	Bid Due Date	27.02.2024 (1730 hrs)
6.	Opening of Technical Bids	28.02.2024 (1730 hrs)
7.	Announcement of qualified Bidders	Within 30 days of the Bid due date
8.	Opening of Financial Bid	Within 7 days of technical evaluation
9.	Letter of Award (LOA)	Within 45 days of opening of Financial Bid subject to approval of the competent authority.
10.	Validity of Bids	180 days from Bid Due Date.
11.	Signing of Agreement	Within 30 days of award of LOA

2.INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Bid

- 2.1.1 The Authority wishes to receive Bids under this RFP only from interested Bidders having experience in similar nature of work. No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- 2.1.2 The details of the project were shared in the Pre Bid meeting held on 20.11.2023 after wide publicity. Provision for site visit has been made as per Para 2.5 of this RFP. However queries, related to this project from any prospective bidder may be addressed by e mail only to the following address:- parcel.assam@gmail.com
- 2.1.3 A separate **Partnership Agreement** for the Project will be signed with successful bidder. Partnership agreement will be broadly based on the terms of this RFP.
- 2.1.4 The Technical Bid and Financial Bid should be furnished in the format at Appendix–I, along with all enclosures and Appendix-VI (only in BOQ) respectively, duly signed by the Bidder's authorised signatory. The Financial Bid shall clearly indicate the bid amount, in both figures and words, in Indian Rupees. The bid amount shall consist of an amount per consignment to be quoted by the Bidder as per the terms and conditions of this RFP. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.5 The Bidder shall deposit a Bid Security of 2% (Two percentage) of the estimated Project Cost i.e. Rs.5,00,000 (Rupees Five Lakh only) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix–IV.
- 2.1.6 The successful bidder will have to furnish performance security deposit equivalent to 5% (Five percent) of the total value of the

contract in one of the following forms within 7 working days from the date of this Bid being accepted. The competent authority may extend the performance security submission date in case of exceptional circumstances provided a written request is made within 7 working days from the date of acceptance of Bid. However, in case of failure of submission of the Performance Security within above mentioned time period, the sum of the Earnest Money Deposit (Bid security) will be forfeited and accepted tender shall be cancelled.

- 2.1.7 The validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. Where a demand draft is provided, its validity shall not be less than 90 (Ninety) days from the Bid Due Date, for the purposes of encashment by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. Physical copy of the Bid Security should reach within 5 days of Bid Opening. The Bid Security shall be refundable no later than 30 (Thirty) days from the date of declaration of the result of technical evaluation except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the clauses of this RFP. The Performance security may be submitted in the form of Demand Draft or Bank Guarantee. The proforma of Bank Guarantee for submission of the Performance security will be same as that of Bid Security.
- 2.1.8 The Bidder should submit a Power of Attorney as per the format at Appendix–II, authorising the signatory of the Bid to commit the Bidder.
- 2.1.9 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix–III.
- 2.1.10 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.11 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance

herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.10 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.12 All the vehicles to be deployed by the partner for transmission must have GPS connectivity which can be tracked by DOP.

2.1.13 The Private Partner would carry out only Postal Operations in the premise of the DOP and will carry only Postal mails wherever vehicles are used having Indiapost logo.

2.2 Eligibility of Bidders

2.2.1 For determining the eligibility of Bidders for submission of Bids hereunder, the following shall apply:

(a) The Bidder may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.

(b) A Bidder may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.

(c) A Bidder shall not have a **Conflict of Interest** that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents. Without limiting the generality of the above,

a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 20% (twenty per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 20%(twenty percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub- section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(ii) a constituent of such Bidder is also a constituent of another Bidder;

or

(iii) Such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, Partnershipal loan or subordinated debt from any other Bidder, its Member or any Associate thereof or has provided any such subsidy, grant, Partnershipal loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

- (iv) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) Such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (vi) Such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

d. Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated at least 30 (thirty) days prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the Bid Due Date.

Explanation: In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1, shall include each Member of such Consortium.

2.2.2 To be eligible for Qualification, a Bidder shall fulfil the following condition of eligibility:

Average Annual Financial Turnover (Revenue from Operations) of the bidders for 2020-21, 2021-22 and 2022-23 should be at least Rs.5 Crores (Rupees Five Crores).

Documentary evidence in the form of a certificate from the Chartered Accountant/Cost Accountant duly filled in the format provided in Annexure-II of Appendix-I indicating the turnover details or Audited Profit and Loss account comprising Revenue from operations/Turnover for the relevant period shall be submitted with the bid.

2.2.3 **Experience:** The Bidders must have experience of operating and

managing Logistics and warehousing centers handling 3500 to 5000 consignments daily on an average, for the past 3 (three) financial years preceding the Bid Due Date.

For avoidance of doubt, experiences of two or more entities cannot be combined for meeting the requirement of experience.

2.2.4 The Bidder should submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-III.

2.2.5 In case the Bidder is a Consortium, it shall comply with the following additional requirements:

- (a) Number of members in a consortium shall not exceed 6(six), but information sought in the Bid may be restricted to 4 (four) members in the order of their equity contribution;
- (b) subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each member of the Consortium;

© Members of the Consortium shall nominate one member as the lead member. The nomination(s) shall be supported by a Power of Attorney, in the format at Appendix-III, signed by all the other Members of the Consortium.

- (d) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to their financial other obligations;
- (e) An individual Bidder cannot at the same time be member of a Consortium. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium;
- (f) Members of the Consortium shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-V, for the purpose of making the Bid and submitting a Bid in the event of being qualified. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:

- (i) Clearly outline the proposed roles and responsibilities, if any, of each member;
 - (ii) Commit the minimum equity stake to be held by each member;
 - (iii) and include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Partnershipaire in relation to the Project until the Appointed Date is achieved in accordance with the RFP; and
- a. Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

2.2.6 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (PPP or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit the Bid, either individually or as member of a Consortium.

2.2.7 A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.7 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any wilful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

2.2.8 In computing the Annual Turnover of the Bidder/ Consortium Members under Clauses 2.2.2, the Annual Turnover of their respective

Associates would also be eligible hereunder.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Members, a person who controls, is controlled by, or is under the common control with such Bidder or Consortium Members, as the case may be. As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.2.9 The following conditions shall be adhered to while submitting a Bid:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) Information supplied by a Bidder (or other constituent Member of the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
- (c) In responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with Section 3 below;
- (d) In case the Bidder is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.

2.2.10 Only Indian companies/parties or companies having continued Operation in similar line in India since last 3 years can only participate in the Bidding process.

2.2.11 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the preceding 3 (Three) years.

2.2.12 A Bidder shall be liable for disqualification and forfeiture of Bid

Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Partnership Agreement. In the event any such adviser is engaged by the Selected Bidder, as the case may be, after issue of the LOA or execution of the Partnership Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Partnership Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Partnership Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Partnershipaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated at least 30 (thirty) days prior to the Bid Due Date nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the Bid Due Date.

2.2.13 This RFP is not transferable.

2.2.14 Any award of Partnership pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.3 Change in Ownership

2.3.1 By submitting the Bid, the Bidder acknowledges that it will be qualified on the basis of Financial Capacity of those of its Consortium Members who shall until the 2nd (second) anniversary of the date of commercial operations of the Project, hold equity share capital representing not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Partnershipaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the RFP. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Partnership Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Partnership Agreement, be deemed to be a breach of the Partnership Agreement and dealt with as such thereunder. For the avoidance of

doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.

2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in the control of a Consortium Member whose Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with this RFP, the Bidder shall be deemed to have the knowledge of the same, and shall inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Partnership Agreement but prior to the Appointed Date under the Partnership Agreement, it would, notwithstanding anything to the contrary contained in the Partnership Agreement, be deemed to be a breach of the Partnership Agreement, and the same shall, at the discretion of the Authority, be liable to be terminated without the Authority being liable in any manner whatsoever to the Partnershipaire. In such an event, notwithstanding anything to the contrary contained in this RFP, the Authority shall, at its sole discretion, be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the terms and conditions of this RFP or otherwise.

2.4 Number of Bids and costs thereof:

2.4.1 No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.

2.4.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

Bidders are encouraged to submit their respective Bids after visiting the Project sites and ascertaining for themselves the site conditions , demand, location, surroundings, availability of power, water and other utilities, access to site, handling and storage area, applicable laws and regulations, and any other matter considered relevant by them.

2.6 Acknowledgement by Bidder

2.6.1 It shall be deemed that by submitting the Bid, the Bidder has:

- (a) Made a complete and careful examination of the Bidding Documents;
- (b) Received all relevant information requested from the Authority;
- (c) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred in this RFP;
- (d) satisfied itself about all matters, things and information including matters referred in this RFP herein necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in this RFP shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Partnership Agreement by the Partnershipaire;
- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this RFP or the Bidding Process, including any error or mistake there in or in any information or data given by the Authority.

2.7 Right to accept or reject any or all Bids

2.7.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.7.2 The Authority reserves the right to reject any Bid if:

- (a) At any time, a material misrepresentation is made by the bidder or uncovered, or
- (b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium may be disqualified/rejected.

2.7.3 If disqualification/ rejection of a Bidder occurs after the Bids have been opened and the Qualified Bidder as per QCBS Model gets disqualified/ rejected, then the Authority reserves the right to:

- (i) Invite the next highest Qualified Bidders on Combined Technical and Financial Score (CTFS) as per the rating awarded by the designated committee to accept the contract at rate quoted by the selected vendor or their rate whichever is lower. In the event that none of other Bidders match the Bid criteria, the Authority may, at its discretion, invite fresh Bids or cancel the Bidding Process, as the case may be.

- (ii) Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.7.4 In case it is found during the evaluation or at any time before signing of the Partnership Agreement or after its execution and during the period of subsistence thereof that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Partnershipaire either by issue of the LOA or entering into of the Partnership Agreement, and if the Bidder has already been issued the LOA or has entered into the Partnership Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder. The Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents or otherwise.

2.7.5 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.8. Arbitration:

All disputes, differences and questions arising out of or in any way touching or concerning this agreement or the subject matter thereof or the respective rights, duties or liabilities of the parties under or in respect of this agreement (except the decision whereof is herein before otherwise expressly provided for) shall be referred to the sole arbitration of any person appointed by the Chief Postmaster General, Assam Circle, Meghdoot Bhawan, Guwahati-781001. There will be no objection to any such appointment that the person appointed is a Government servant, that he had to deal with the matters to which this agreement relates and that in the course of his duties as such

Government Servant he had expressed views on all or any of the matters in dispute or difference. The award of such arbitrator shall be final and binding on the parties to this agreement. It is a term of this agreement that in the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, The Chief Postmaster General, Assam Circle , Meghdoot Bhawan, Guwahati-781001 shall appoint another person to act as arbitrator in accordance with the terms of this agreement. Such persons shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

The arbitrator may, from time to time, with the consent of the parties, extend the time for making and publishing the award. Arbitration and Reconciliation Act, 1996 (revised from time to time) shall apply to the arbitration proceedings under this clause.

Upon every and any reference as aforesaid the assessment of costs incidental to the reference and award respectively shall be in the sole discretion of the sole arbitrator. The venue of the arbitration proceedings will be the office of the Chief Postmaster General, Assam Circle, Guwahati-781001 or such other place which the sole arbitrator may decide.

B. DOCUMENTS

2.9 Contents of the RFP

This RFP comprises the disclaimer set forth herein above, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.11.

Invitation for Bid

- Section1. Introduction with Terms and Conditions
- Section2. Instructions to bidders
- Section3. Criteria for Evaluation
- Section4. Fraud & Corrupt Practices
- Section5. Penalty
- Section6. Miscellaneous

Appendices

- I. Letter comprising the Technical Bid
- II. Power of Attorney for signing of Bid
- III. Power of Attorney for Lead Member of Consortium
- IV. Bank Guarantee for Bid Security
- V. Joint Bidding Agreement for Consortium
- VI. Format of Financial Bid
- VII. Responsibilities, SLAs and Technical requirements.
- VIII. Pre Contract Integrity Pact.
- IX. Schedule of Bidding Process and Checklist related to Technical and Financial Bid.

2.10 Clarifications

2.10.1 Bidders requiring any clarification on the RFP may notify the Authority only by e-mail. They should send in their queries on or before the date specified in the schedule of Bidding Process contained in Clause 1.4. The Authority shall endeavour to respond to the queries within the period specified therein.

2.10.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.10.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.11 Amendment of RFP

2.11.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP including extension of Bid Due date by the issuance of Addenda.

2.11.2 Any Addendum thus issued hereunder shall be published in the departmental website.

- 2.11.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BID

2.12 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.13 Format and signing of Bid

- 2.13.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received **only in Online mode** in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to be rejected.

- 2.13.2 The Bid shall be typed or written in indelible ink before uploading in online Mode. It shall be duly signed by the authorized signatory of the Applicant. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Application. The Bid shall contain page numbers.

2.14 Submission of Bids

- 2.14.1 The Bidder shall submit the Bid no later than the date and time specified as the Bid Due Date, on the **eprocure.gov.in** duly signed in by the authorized signatory of the Bidder, by uploading the complete and legible scanned/digital copies of the Technical in pdf/digital format (i.e. scanned copy of original signed documents and the supporting documents). The documents submitted in the Bid should be scanned in at least 100 dpi with black and white option. **The Financial Bid should be submitted**

separately in the BOQ format only in the eprocure.gov.in

2.14.2 The Bid is to be submitted on the document downloaded from official website, the Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the document used for submission by the Bidder and the version uploaded by the Authority, the latter shall prevail.

2.14.3 The documents comprising the Bid shall include:

A. Technical Bid

- I. Technical Bid in the prescribed format (Appendix-I)
- II. Particulars of the Bidder (Annexure – I of Appendix-I)
- III. Average Annual Turnover of the Bidder (Annexure-II of Appendix-I)
- IV. Statement of Legal Capacity (Annexure – III of Appendix-I)
- V. Power of Attorney for Signing of Bid (Appendix – II)
- VI. Power of Attorney for Lead Member of Consortium (Appendix – III), if applicable
- VII. Copy of Bank Guarantee for Bid Security (Appendix IV, applicable if Bank Guarantee is submitted for Bid Security); or copy of Demand Draft.
- VIII. Joint Bidding Agreement, (Appendix V, in case of a Consortium), if applicable
- IX. Undertaking agreeing to the Responsibilities, SLAs and Technical requirements (Appendix-VII)
- X. Pre Contract Integrity Pact duly filled, sealed and signed. (Appendix VIII)
- XI. Notarized Affidavit in Stamp Paper of appropriate value with declaration of having carried out operation in similar line in India for the preceding 3 years from the Bid Due Date.
- XII. Undertaking as per Para 2.2.6 that the bidder has not been debarred by the Central/ State Government, or any entity controlled by it, from participating in any project (PPP or otherwise)
- XIII. Undertaking as per Para 2.2.7 regarding Non failure of any contract during last 3 years by the bidder.
- XIV. Notarised Affidavit on stamp paper of appropriate value supporting the claimed Volume Handling Capacity, Surge Handling Capacity, Experience in similar line in the industry, No. Of fleet/vehicles used in PAN INDIA exclusively for

transportation of Mail/Parcel as detailed in table under Para 3.4.3 of the RFP.

- XV. GST Certificate
- XVI. Certificate of incorporation.
- XVII. IT Return for the last 3 years.
- XVIII. Bidder's Annual Report account for the year 2020-21, 2021-22 and 2022-23;

B. Financial Bid

(i) Financial Bid in the prescribed format (Appendix-VI) to be submitted only in BOQ format in the eprocure.gov.in.

In case Financial Bid is submitted along with Technical Bid, the Bid will be rejected as per Para 2.28.10 (f)

2.14.4 The Bid security in the form of Bank Guarantee /Demand Draft shall be separately submitted **in original** to the person specified in the Clause 2.14.5 in a sealed envelope **within 5 working days of bid opening**, failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without making any reference to the seller. **Scanned copy of the bid security in the form of Bank Guarantee /Demand Draft must be uploaded in eprocure.gov.in along with the technical Bid.**

2.14.5

The envelope specified in this Clause 2.14.4 shall clearly bear the following identification:

Enclosures of the Bid for:

“Public Private Partnership in Operational Management of Parcel Hubs in Assam Postal Circle with respect to mail Processing and Despatch”

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

2.14.6 The envelope specified in Clause 2.14.4 shall be addressed to:

DESIGNATION: Head Parcel Operations,
O/O The Chief Postmaster General,
Assam Circle, Guwahati-781001.
E mail: parcel.assam@gmail.com

2.14.7 Bids submitted by special messenger, fax, telex, telegram, e-mail, or in any way other than on the specified e-platform (**eprocure.gov.in**) for bidding, shall not be entertained and shall be rejected.

2.15 Bid Due Date

2.15.1 The Bid should be submitted by 17.30 hours IST on the Bid Due Date, on the Official Website as per the format and in the manner and form as detailed in this RFP.

2.15.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Bidders.

2.15.3 Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.16 Contents of the Bid

2.16.1 The Technical Bid shall be furnished along with all the information and documents complete in all respects as detailed in 2.14.3 **except appendix-VI i.e Financial Bid.**

2.16.2 The Financial Bid shall be furnished in the BOQ format only as per Appendix–VI and shall consist of a rate per article and GST to be quoted by the Bidder. The Bidder shall specify the rate in Indian Rupees to undertake the Project in accordance with this RFP.

2.16.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.17 Modifications/substitution/withdrawal of Bids

- 2.17.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that the modification, substitution or withdrawal is allowed by the eprocure.gov.in system prior to the closing time on the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the closing time of the Bid Due Date.
- 2.17.2 Any alteration/modification in the Bid or additional information or material supplied subsequent to the closing time of the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

D. EVALUATION PROCESS

2.18 Opening and Evaluation of Bids

- 2.18.1 The Authority shall open the Technical Bids as per the Schedule of Bidding process.
- 2.18.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.17.1 shall not be opened.
- 2.18.3 The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 3.
- 2.18.4 Bidders are advised that selection of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.18.5 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 2.18.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

2.19 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation of the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.20 Tests of responsiveness

2.20.1 Prior to evaluation of Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of the RFP. A Technical Bid shall be considered responsive if:

- (a) It is received as per the specified format;
- (b) It is received by the Bid Due Date including any extension thereof pursuant to Clause of this RFP;
- (c) It is signed and marked as stipulated in Clauses 2.12 and 2.13;
- (d) It is accompanied by the Bid Security as specified in Clause 2.1.5
- (e) It is accompanied by the Power of Attorney as specified in Clause 2.2.4, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.5 (c);
- (f) It contains all the information and documents (complete in all respects) as requested in this RFP;
- (g) It contains information in formats same as those specified in this RFP;
- (h) It contains certificates from its statutory auditors in the formats specified at Annexure-II of Appendix-I of the RFP;
- (i) It is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause

2.2.5 (f);

- (j) It does not contain any condition or qualification;
- (k) The original documents as stipulated under Clause 2.14.4 have been submitted by the Bidder; and
- (l) It is not non-responsive in terms hereof.
- (m) **At the discretion of DOP, clarification of Bids/Shortfall of historical documents from bidders may be sought by DOP and the bidders have to respond within the time frame failing which the Bid will be considered as Non-responsive.**

2.20.2 The Financial Bid not conforming to the format specified at Appendix-VI shall not be considered as responsive to the requirement of the RFP. **The Financial Bid is to be submitted only in BOQ format in the eprocure.gov.in**

2.20.3 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

2.21 Clarifications

2.21.1 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response there to shall be in writing.

2.21.2 If a Bidder does not provide clarifications sought under Clause 2.20.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

E. PRE-QUALIFICATION AND BIDDING

2.22 Submission of Bid

The Bidder shall submit its Bid in the form and manner to be set out in this RFP.

2.23 Pre-Qualification and notification

After the evaluation of Technical Bids, the Authority would announce a list of qualified Bidders in the **eprocure.gov.in** portal who will be eligible for opening of their Financial Bids. The Authority will not entertain any query or clarification from Bidders who fail to pre-qualify.

2.24 Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.25 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

2.26 Pre Contract Integrity Pact: The bidders are to submit a pre contract Integrity Pact. The format for the pre contract Integrity Pact is attached in Annexure-VIII.

F. BID SECURITY

2.27 Bid Security

2.27.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.5 and 2.1.6 herein above in the form of a bank guarantee issued by a nationalized bank, or a Scheduled Bank in India in the format at Appendix–IV and having a validity period of not less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. For the avoidance of doubt, scheduled Bank shall mean a Bank as defined under Section 2(e) of the RBI Act, 1934.

2.27.2 The Bid Security can also be in the form of a demand draft issued

by a Scheduled Bank in India, drawn in favour of the Sr. Postmaster, Guwahati GPO and payable at Guwahati. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.27.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

2.27.4 Save and except as provided in Clause 2.1.6 and 2.27.6, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 30 (Thirty) days from the declaration of result of technical evaluation. Where Bid Security has been paid by Demand Draft, the refund thereof shall be in the form of an account payee Cheque in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

2.27.5 The Selected Bidder's Bid Security will be returned, without any interest, upon the Partnershipaire signing the Partnership Agreement and furnishing the Performance Security in accordance with the provisions thereof.

2.27.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.27.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.27.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents if

- (a) A Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;

- (b) A Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- (c) The Selected Bidder fails within the specified time limit -
 - 1. To sign and return the duplicate copy of LOA; or
 - 2. To furnish the Performance Security within the period prescribed after the issue of LOA.
- (d) The Selected Bidder, having signed the Partnership Agreement, commits any breach thereof prior to furnishing the Performance Security.

G. Other Terms and Conditions:

2.28.1 Limitation of Liability:

- a. Circumstances may arise where, because of any default directly attributable to the bidder, DOP may be entitled to recover damages from the Bidder. Notwithstanding anything to the contrary mentioned herein, the aggregate of all such liabilities of the Bidder hereunder, whether in contract, torts or any other theories of law, irrespective of the cause, on account of which DOP is entitled to claim damages from the Bidder, shall only be limited to and shall in no event exceed the Total Project Cost.
- b. Bidder shall however be liable for:
 - i. bodily injury (including death) and damage to real property and tangible personal property and for which the partner is legally liable due to reasons directly attributable to the Bidder; and
 - ii. subject to the above limits of liability.
 - iii. Any indirect, special, punitive or consequential losses, damages or loss of profits/business/revenue or loss of Goodwill or Reputation, whether in contract, tort or other theories of law.
- c. Bidder shall not be liable for:
Damages arising out of Force Majeure.

2.28.1.1 Sub-Contracting Clause:

As per the scope of this RFP, subcontracting is not permitted.

2.28.1.2 Termination:

DOP by written notice, may terminate the contract in whole or in part, as per the under-noted reasons, at any time by giving 60 days prior notice in writing to the Partner. The notice for termination shall specify the extent to which the contract is terminated, and the date from which such termination becomes effective.

- The selected Bidder goes into liquidation voluntarily or otherwise.
- The selected Bidder commits a breach of any of the terms and conditions of the contract.
- The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- If deductions on account of penalties exceed more than 10% of the total contract price.
- After the award of the contract, if the selected Bidder does not perform satisfactorily or delays in execution of the contract, DOP reserves the rights to get the remaining part of the contract executed by another party as per the RFP conditions by giving one months' notice for the same. Under such circumstances, the selected Bidder (existing Bidder) will be meeting all the expenses incurred by DOP for the purpose.
- DOP reserves the rights to recover any dues payable to the selected Bidder (existing Bidder) from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order. Work, Study Reports, documents, etc. prepared under this contract will become the property of DOP.
- The bidder shall deliver all the requirements and complete all necessary documentation/s as per the requirements mentioned in this RFP. In the event of an unforeseeable delay, the Bidder shall approach DOP for an approval to extend the timelines with complete justification and reasoning. The discretion to extend the timelines shall rest solely on DOP, and in the event that extension is provided, it will be at no extra cost to DOP.

2.28.2 Right to Verification:

DOP reserves the rights to verify any or all statements made by the Bidder in the tender document and to inspect the Bidder's facilities, if necessary, to establish to its satisfaction about the Bidder's capacity to perform and complete the contractual obligations under the contract.

The technical evaluation will also include such information.

2.28.3 Right to Assessment / Inspection:

DOP shall have unlimited rights to inspect/assess and the Bidder shall allow DOP to inspect/ Assessment the services being provided by the Bidder under this contract at offices / sites. For avoidance of doubt, such inspection by DOP will not be considered as breach of organizational confidentiality requirements of the Bidder in any manner.

2.28.4 Anti-Bribery Clause:

The Bidder shall comply with all applicable laws, statutes, regulations, and codes relating to antibribery and anti-corruption including but not limited to the applicable legislations in India. Further, the Bidder shall maintain adequate policies and procedures at their end to ensure compliance with the said legislations. It is agreed that the Bidder will not engage in any activity or practice which constitutes an offence under the said legislations, including but not limited to offer, pay, consider or benefit, either directly or indirectly an inducement or reward of any kind for any services, or possible services in relation to this order. Breach of this clause shall be deemed as a material breach under this contract.

2.28.5 Cyber Security Compliance Certificate

The Bidder unconditionally certifies that it has created a robust cyber security posture for its office/work environment, complying with various cyber security guidelines/instructions, issued by the relevant Government Authorities from time to time, detecting, preventing and remedying cyber security threats and ensuring authorized physical and logical access to systems, applications, data bases and networks. Further, it also unconditionally certifies that its cyber security posture for its office/work environment is continuously monitored, reviewed, and strengthened, both manually and through use of digital cyber security tools and measures, continually ensuring confidentiality, integrity and availability of its information/data. The Bidder certifies that the Department of Posts work environment shall not get adversely affected on account of interactions with its own work environment.

2.28.6 Force Majeure:

The Bidder or DOP shall not be responsible for delays or non-performance of any or all contractual obligations, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, plague or other epidemics, fire, flood, acts of government or public enemy or any other event beyond the control of either party, which directly, materially and adversely affect the performance of any or all such contractual obligations.

If a Force Majeure situation arises, the Bidder shall promptly notify DOP in writing of such conditions and any change thereof. Unless otherwise directed by DOP in writing, the Bidder shall continue to perform its obligations under the contract as far as possible and shall seek all means for performance of all other obligations, not prevented by the Force Majeure event.

2.28.7 Indemnification:

The Bidder shall, at its own cost and expenses, defend and indemnify DOP against all third-party claims including damages of consignments/emails/parcels, delay in delivery/processing/ transmission divulging customer information, infringement of Intellectual Property Rights, including patent, trademark, copyright trade secret or industrial design rights, arising under the contract or any part thereof in India.

The Bidder shall expeditiously meet any such claims and shall have full rights to defend itself there against. If DOP is required to pay compensation to a third party resulting from such infringement, if any, the Bidder shall be solely and fully responsible therefore, including providing for all expenses, and court and legal fees.

DOP will give notice to the Bidder on any such claim and shall provide reasonable assistance to the Bidder in disposing of the claim. However, the Bidder shall be solely and fully responsible for meeting all such claims.

The Bidder shall also be liable to indemnify DOP, at its own cost and expenses, against all losses/damages, which DOP may suffer on account of violation by the Bidder of any or all national/international trade laws, norms, standards, procedures, etc.

2.28.8 POSH

In accordance with the requirements of the Sexual Harassment of Women at Workplace (Prevention, Prohibition & Redressal) Act, 2013 (“POSH Act”) along with the Rules made thereunder, DOP has in place a policy which mandates no tolerance against any conduct amounting to sexual harassment of women at workplace. DOP has constituted Internal Complaint Committee(s) (“ICCs”) to redress and resolve any complaints arising under the POSH Act. The partner shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013”. The partner shall be responsible for any monetary compensation that may need to be paid in any case. The partner shall be responsible for educating its employees/staff about prevention of sexual harassment policy of the Government of India.

2.28.9 Governing Laws and Disputes:

The bid and the contract signed by both the parties (DOP and Bidder) will be governed by and construed and interpreted in accordance with applicable laws of India in the courts of Guwahati.

All disputes or differences whatsoever arising between the parties (i.e., DOP and the Bidder) out of or in relation to the construction, meaning and operation or effect of this Tender Document or breach thereof, shall be settled amicably. If, however, the parties, as above, are not able to resolve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties, as above. The Arbitrator/Arbitrators shall give a reasoned award. The arbitrator shall be appointed by Chief Postmaster General, Assam Circle.

The Bidder shall continue to work under the Contract during the arbitration proceedings unless otherwise directed in writing by DOP or unless the matter is such that the work cannot possibly be continued

until the decision of the arbitrator or arbitrators, as the case may be, is obtained. The place and seat of arbitration shall be Guwahati, India.

2.28.10 Disqualification Parameters in Bid Evaluation:

- a) DOP at its discretion may reject the bid of any Bidder without giving any reason whatsoever, if in DOP's opinion, the bid was not made appropriately to meet the performance criteria or technical requirements, as stipulated by DOP.
- b) DOP at its discretion may reject the bid of any Bidder, in case the responses received from any of the relevant references are negative.
- c) The Bidders who do not qualify in the Eligibility criteria.
- d) DOP reserves the rights to disqualify any Bidder, who is involved in any form of lobbying/ influencing/ canvassing etc., in the evaluation / selection process and any other disqualification criteria, as mentioned in this RFP.
- e) DOP may call for clarifications/ additional information required, if any, on the technical bid submitted. The Bidder has to submit the clarifications/ additional information in writing within the specified date and time. The Bidder offer may be disqualified, if the clarifications/ additional information sought are not submitted within the specified date and time.
- f) **The Technical Bid shall NOT contain any pricing or commercial information at all. If any Technical Bid contains any price related information, the Bidder concerned will be disqualified.**
- g) The commercial bid shall be submitted strictly as per the commercial bid format specified in the RFP. It shall be submitted in relevant part of the website. It shall be submitted in clear printed form. Handwritten bids, modification of the commercial bid format, if any, will lead to disqualification of the bid / Bidder.

2.28.11 Confidentiality of Information:

- a) Bidder acknowledges that during the performance of this contract, DOP may disclose certain confidential information to the Bidder

to further the performance of the contract. Further bidders will also be having access to information managed and maintained by DOP for operational purpose. To the contract, the term “Confidential Information” means any and all oral or written information that is not generally known (non-public information) and which the receiving Party has obtained pursuant to the contract. The term “Confidential Information” shall include, but not be limited to, papers, documents, writings, emails, classified information, inventions, discoveries, knowhow, ideas, computer programs, source codes, object codes, designs, algorithms, processes and structures, product information, research and development information and other information relating thereto, financial data and information and processes of a business and DOP customers, commercial, technical, scientific, operational, administrative, financial, marketing or of intellectual property nature or otherwise and any other information that DOP may disclose to the Bidder, or the Bidder may come to know by virtue of the contract.

- b) The successful Bidder shall not, without DOP’s prior written consent, disclose the Contract or any provision thereof, or any specification or information furnished by or on behalf of DOP in connection therewith, to any person other than a person employed by the Successful Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence against Non-disclosure agreements completed prior to disclosure and disclosure shall extend only so far, as may be necessary for the purposes of such contractual performance.
- c) Any document, other than the Contract itself, shall remain the property of DOP and all copies thereof shall be returned to DOP on termination / expiry of the Contract.
- d) The successful Bidder shall not, without DOP’s prior written consent, make use of any document or information as above except for the purpose of performing the Contract.

2.28.12 Use of Contract Documents and Information:

The Bidder shall not, without prior written consent from DOP, disclose the contract or any provision thereof, or any specification or

information furnished by or on behalf of DOP in connection therewith, to any person other than a person employed by the Bidder in the performance of the contract. Disclosure to any such employed person shall be made in strict confidence against nondisclosure agreements completed prior to disclosure and disclosure shall extend only so far, as may be necessary for the purposes of such performance. Any document, other than the contract itself, shall remain the property of DOP and all copies thereof shall be returned to DOP on termination / expiry of the contract. The Bidder shall not, without DOP's prior written consent, make use of any document or information except for the purpose of performing the contract.

2.28.13 Full Insurance Cover for all Bidder's Personnel:

The bidder shall provide full insurance cover of all types to all its personnel working in DOP Parcel Hubs and those involves in loading/unloading and Transmission of Postal mail. Such personnel or their legal heirs shall not claim any insurance benefit and compensation from DOP in case such personnel of the bidder suffers any loss or damage to their life or person or property while working in DOP.

2.28.14 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “**Bidding Documents**”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids.

2.28.15 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Private Partner set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Bids

- 3.1.1 Only those Bidders who meet the eligibility criteria specified in Clauses 2.2.2 and 2.2.3 shall qualify for evaluation under this Section 3. Bids of firms/ consortia who do not meet these criteria shall be rejected.
- 3.1.2 The Bidder's competence and capability is proposed to be established by the Financial Capacity.

3.2 Financial information for purposes of evaluation

- 3.2.1 The Bid must be accompanied by the Audited Balance Sheet and Profit & Loss account Reports of the Bidder (of each Member in case of a Consortium) for the last 3 (Three) financial years i.e., 2020-21, 2021-22 and 2022-23.
- 3.2.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (Three) years preceding the year for which the Audited Annual Report is not being provided.

3.3 Pre-Qualification of Bidders

- 3.3.1 The credentials of eligible Bidders shall be measured in terms of their Financial Capacity as per the criteria given in the RFP.

3.4 Selection of Bidder

- 3.4.1 Subject to the provisions of Clause 2.7.1, the Bidders qualified in the Technical Bid shall qualify for opening of the Financial Bids. The Authority shall open the Financial Bids of the Bidders qualified in the Technical Bid on the scheduled date and time.
- 3.4.2 The Bidder whose Bid is adjudged as responsive in terms of Clause 2.20 and who has scored the highest Points in QCBS Model taking into account **both Quality Criteria and Cost** shall ordinarily be declared as selected.
- 3.4.3. The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further

evaluation as given below:

- a. Bids shall be evaluated both in terms of ‘Quality’ as well as ‘Quoted Price’ i.e. Quality & Cost Based Selection (QCBS) methodology. The weightage for the ‘Quality’ is 70 (Seventy) and the weightage for the ‘Quoted price’ is 30 (Thirty).
- b. The Points allocated against various sub-sections under ‘Quality’ of Bid shall be as hereunder:

The bidder/ Vendor should fulfill the following “**Quality criteria**”.

Sl No	Particulars	Score Breakup		Allocation of Score**			Supporting Document of Proof of claim
				Min	Max	Actual	
1.	Volume Handling Capacity (Average number of articles handled daily during any three consecutive months in 2023 calendar year in any single Hub)	Up to 3500	0	0	40		Notarized Affidavit on stamp paper of appropriate value to be submitted
		3501-5500	15				
		5501 to 7500	25				
		7501 to 10000	30				
		>10,000	40				
2	Maximum Surge Handling Capacity over and above the average daily volume in the same location and period as mentioned in column 1 above within 24 hours	Upto 10 % of average Daily Volume	5	5	20		Notarized Affidavit on stamp paper of appropriate value to be submitted
		>10-20%	10				
		>20-30%	14				
		>30-40%	17				
		>40-50%	20				
3.	Experience in similar line in the Industry (In Years)	Upto 3 years	0	0	20		Notarized Affidavit on stamp paper of appropriate value to be submitted
		>3 - 6 years	10				
		>6 - 8 years	15				

		>8 - 10 years	20				
4.	No of Fleet/Vehicles used exclusively for transportation of Mail/ Parcel. PAN INDIA	Up to 5	0	0	20		Notarized Affidavit on stamp paper of appropriate value to be submitted
		6-10	10				
		11-25	15				
		26-50	18				
		>50	20				
	Total			0	100		

**** “Allocation of score” should not be filled by the Bidder as the same will be filled up by Evaluation Committee.**

Notes to above:-

- i. **The Bidders scoring 0 (Zero) in the Quality Criteria at Serial No. 1, 3 and 4 above shall be rejected.** In addition, the Bidders must score **40** in the Quality Criteria to be called as ‘Qualified Bids’ and shall be eligible for financial evaluation of the bid.
- ii. ‘Qualified Bids’ (meeting the minimum Qualifying points and not scoring Zero in Point No. 1, 3 and 4) and conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria shall be considered for further evaluation as per the Evaluation Criteria given below:
 - a. Quoted price in the Price Bid must include all aspects of operation, transmission, statutory liabilities and taxes including statutory liabilities but excluding GST/CGST/SGCT/IGST as applicable, which shall be quoted separately in the Price Bid format. The bid amount shall consist of amount per consignment **(In INR only)** to be quoted by the Bidder as per the terms and conditions of this RFP. In the event of any difference between figures and words, the amount indicated in **words** shall prevail.
 - iii. To ascertain the ranking of the bids, the Quality & Cost Based Selection (QCBS) methodology as mentioned below shall be adopted:
 - a. An **Evaluated Bid Score (B)** will be calculated for each bid, which meets the minimum Qualifying score of **40 (Forty)** in Quality Criteria as detailed at **(i) above**. The following Formula will be applied to have a comprehensive assessment of the Bid price and the Quality of each bid which will decide the **Final Selection Method under his QCBS Model**:

$$B = (C \text{ low}/C) \times 100 \times X + (T/T \text{ high}) \times 100 \times Y$$

where,

C	=	Evaluated Bid Price of the bidder
C low	=	The lowest of the evaluated bid prices among the responsive bids
T	=	The total Points obtained by the bidder against criteria
T high	=	The highest Points scored against criteria among all responsive bids
X	=	0.3 (The weightage for 'Quoted price' is 30 %)
Y	=	0.7 (The weightage for 'Quality' is 70 %)

Note: The Evaluated Bid Points (B) shall be considered up to two decimal places.

b. Contract shall be awarded to the bidder with the highest Evaluated Bid Points (B) i.e. Combined Technical and Financial Score (CTFS).

c. In the event of two or more bids having the same highest Evaluated Bid Points (B), the bid scoring the highest Points against 'Quality' criteria will be recommended for award of contract. Even if there is a tie, the below given criteria in order of the sequence would be followed for selecting the bidder for Award of Contract.

Step No. 1: Volume handling capacity in any Single Hub per day (No. of articles).

In case there is a tie again after Step No.1, the below criteria will follow

Step No. 2 : Experience in Similar Line in the Industry.

In case there is a tie again after Step No.2, the below criteria will follow

Step No. 3: No. of fleet/Vehicles used exclusively for Transportation of mail/Parcel.

**Final Selection will be based on the Points scored
(70 % of Quality Criteria + 30 % of quoted Price)**

QUALITY COST BASED SYSTEM

Illustration

STAGE 1: TECHNICAL BIDS EVALUATION

Bidder details	Technical score
Bidder 1	90
Bidder 2	85
Bidder 3	35
Bidder 4	75

*Since the eligible technical score should be 40 & above, bidder 3 is rejected.

STAGE 2: FINANCIAL BID EVALUATION

Bidder details	Financial Bid Amount (INR)
Bidder 1	Rs. 10/-
Bidder 2	Rs. 12/-
Bidder 4	Rs. 8/-

STAGE 3: Conversion of financial bid amount to score

Bidder Details	Financial Bid Amount	Financial Score (LFB/F*100)
Bidder1	Rs. 10/-	$8/10 * 100 = 80$
Bidder2	Rs. 12/-	$8/12 * 100 = 66.66$
Bidder4	Rs. 8/-	$8/8 * 100 = 100$

LFB = Lowest Financial Bid, **F** = Quoted Amount

Consolidated Technical & Financial Score

Bidder Details	Technical Score	Financial Score
Bidder 1	90	80
Bidder 2	85	66.66
Bidder 4	75	100

STAGE 4: Combined Technical and Financial Score (CTFS) with weightage 70:30

Bidder Details	Applying weights for the Technical Score & Financial Score	CTFS	Rank of the Bidder
Bidder1	$90*(70/100) + 80*(30/100)$	87 (63+24)	H1
Bidder2	$85*(70/100) + 66.66*(30/100)$	79.49 (59.5+19.99)	H3
Bidder4	$75*(70/100) + 100*(30/100)$	82.5 (52.5+30)	H2

3.4.4 If disqualification/ rejection/withdrawal of a Bidder occurs after the Bids have been opened and the Qualified Bidder as per QCBS Model gets disqualified/rejected/withdraws then the Authority reserves the right to invite the next highest Qualified Bidders on Combined Technical and Financial Score (CTFS) as per the rating awarded by the designated committee to accept the contract at rate quoted by the selected vendor or their rate whichever is lower. In the event that none of other Bidders match the Bid criteria, the Authority may, at its discretion, invite fresh Bids or cancel the Bidding Process, as the case may be or take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder as per the criteria set by the authority under the QCBS Model may be considered.

- 3.4.5 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Partnership Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Partnership Agreement.

3.5 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA. Notwithstanding anything to the contrary contained herein, or in the LOA, the Authority may reject a Bid, withdraw the LOA, or terminate the Partnership Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder if it determines that the Bidder or the Partnershipaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 herein above and the rights and remedies which the Authority may have under the LOA if a Bidder or Partnershipaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Partnership Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Partnershipaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any

corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Section 4, the following terms shall have the meaning here in after respectively assigned to them:

- (a) **“Corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Partnership Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Partnership Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PENALTY

(a) **Processing** :

Daily Work Hours of each office to be fixed on mutual agreed terms based on receipt and despatch of mail with priority to reduce handling and transit time. Similarly, for every Parcel Hub, cut off time of receipt of mails for processing **will be fixed** depending on time of receipt of mail so as to include maximum items and still leave sufficient time for the partner to process and connect the same with the next despatch available. Mails received prior to cut off time should be processed by the same set/batch and despatched by next schedule without fail. All Receipt/Despatch list will be exchanged under date& time stamp. At the close of the set/batch, SAP based list of deposit/unprocessed articles & bags transferred to next set/batch will be generated. Penalty @ 20% of rate/article quoted will be charged on all pending articles received before cut off time but not disposed off by the same set/batch including those in unopened bags as per the set to set transfer list of articles/bags so generated.

Mandatory scan of each article is to be performed in every Hub failing which penalty @ 15 % per article would be levied.

(b) **Transmission** :-

Transit time between two hubs has been calculated on following principles:-

- (i) Normal Transit Time for transmission of bags will be calculated on total distance between the two Hubs travelled at speed an average of @ 35 kmph.
- (ii) Additional 30 min rest for driver for distance involved is more than 150 km in the trip.
- (iii) Additional 2 hours for unforeseen traffic and other issues.
- (iv) Additional 15 min for short break for all journeys
- (v) Additional Time on Hilly Route @ 1 hour for every 100 kms or part thereof

Normal Transit Calculated as follows :-

Starting Point	PH Guwahati	PH Guwahati	PH Guwahati	PH Guwahati	PH Tinsukia
Ending Point	PH Tinsukia	PH Silchar	PH Tezpur	PH Jorhat	PH Jorhat
Distance	520 KM	365 km	215 km	332 km	186 km
Travel Time @ 35 kmph	15 hours 25 min	10 hours 42 min	6 hours 14 min	9 hours 48 min	5 hours 31 min
Additional Time for unforeseen traffic and other conditions	2 hours	2 hours	2 hours	2 hours	2 hours
Additional Time for Rest in case of distance covered is more than 150 km	30 min	30 min	30	30	--
Additional Time for Short Break for all journeys	15 min	15 min	15 min	15 min	15 min
Additional Time on Hilly Route @ 1 hour for every 100 kms or part thereof	--	4 hours	--	--	--
Total Duration	18 hours 10 min	17 hours 27 min	8 hours 59 min	12 hours 33 min	7 hours 46 min

- Delay of 1 hour or part thereof in reaching the destination beyond the allotted arrival time fixed for each destination as above for reason within the control of the private partner will be penalised @Rs. 1000/- per hour or part thereof. However, relaxation upto 30 minutes from the fixed schedule for the transmission of article will be considered.
 - In case of delay for reasons beyond the control of the private partner like road block, landslide, etc. any evidence like a photograph or any other suitable evidence sufficient to prove the fact should be provided.
 - Movement of Vehicles will be tracked through GPS, log books. Access to **dashboard** should be given to DOP for tracking of vehicles carrying postal mails.
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6. Miscellaneous

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) Consult with any Bidder in order to receive clarification or further information;
 - (c) Qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - (d) Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (e) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto, and/ or in connection with the Bidding Process, and waives to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

Appendices

APPENDIX-I
Letter Comprising the Technical Bid
(Refer Clause 2.14.3)

To

.....
.....
.....

Sub: Bid for the Project “Proposal Under Quality and Cost Based Selection- (QCBS) Model for Public Private Partnership for Operational Management of Parcel Hubs in Assam Postal Circle”

Dated:

Dear Sir,

With reference to your RFP document No.....dated.....,I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for theaforesaid project. The Bid is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Bidder for the aforesaid project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, augmentation, operation and management of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on

any account whatsoever.

6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance the clause of the RFP document.
9. I/We believe that we/our Consortium satisfy(s) the Average Annual Turnover criteria and meet(s) all the requirements as specified in the RFP document and am/ are qualified to submit a Bid.

10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
14. I/We further certify that we/ any Member of the Consortium or any of our/ their Associates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project (PPP or otherwise), and no bar subsists as on the date of Bid.
15. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
16. I/ We acknowledge and agree that in the event of a change in control of a Member whose Average Annual Turnover was taken into consideration for the purposes of qualification under and in accordance with the RFP, I/we shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/we further acknowledge and agree that in the event such change in control occurs after signing of the Partnership Agreement but prior to commencement of the Appointed Date under the Partnership Agreement , it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Partnership Agreement shall, at the sole discretion of the Authority, be liable to be terminated under and in accordance with Clause 2.3.2 of the RFP without the Authority being

liable to us in any manner whatsoever.

17. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
18. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Partnership Agreement that will be provided to me/us. We agree not to seek any changes in the aforesaid agreement and agree to abide by the same.
19. I/We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the RFP, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Project.
20. The Statement of Legal Capacity as per format provided at Annex-III in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid and the power of attorney for Lead Member of consortium, as per format provided at Appendix II and III respectively of the RFP, are also enclosed.
21. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/ 2013, or shall incorporate as such prior to execution of the Partnership Agreement.
22. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
23. I/ We have the required Experience in accordance with the Clause 2.2.3 of the RFP.

OR

I/We agree and undertake to enter into a suitable agreement with entity (ies) having the required O&M Experience in accordance with Clause 2.2.3 of the RFP.

24. I/We certify that in terms of the RFP, my/our Average Annual turnoverRs...../.
Rupees.....).
25. I/ We offer a Bid Security of

Rs.....(Rupees.....only to the
Authority in accordance with the RFP Document.

26. The Bid Security in the form of a Demand Draft/ Bank Guarantee has been submitted.
27. The documents accompanying the Bid, required to be submitted in original as specified in the RFP, have been submitted in a separate envelope and marked as “Enclosures of the Bid for Proposal under Quality and cost based selection (QCBS) model for Public Private Partnership for Operational Management of Parcel Hubs in Assam Circle” and the documents specified in Clause 2.14.3 have been uploaded/are being uploaded on the Official Website.
28. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
29. The rate per article has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
30. I/ We agree and undertake to abide by all the terms and conditions of the RFP document and SLA.
31. We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Partnership are under the Partnership Agreement till the Appointed Date in accordance with the Partnership Agreement.\$
32. I/ We shall keep this offer valid for 180 (one hundred and Eighty) days from the Bid Due Date specified in the RFP.
33. I/ We hereby undertake to submit this Technical Bid for undertaking the aforesaid Project in accordance with the Bidding Documents.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the
Place: Authorised Signatory)
Name and seal of the Bidder/ Lead Member

\$ This Paragraph shall be omitted if the Bidder is not a Consortium.

Appendix-I ANNEXURE-I

Particulars of the Bidder

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the headquarters/Registered Office:
 - (d) Date of incorporation and/or commencement of business:
2. Brief description of the Company/firm including details of its main lines of business and proposed role and responsibilities in this Project:
3. Particulars of individual(s) who will serve as the point of contact / communication for the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Company/Firm:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.2.6 (g) should be attached to the Bid.
 - (c) Information regarding the role of each Member should be provided as set forth below:

Sl. No.	Name of Member	Role \$	Percentage of equity in the Consortium
1.			
2.			
3.			
4.			

\$The role of each Member, as may be determined by the Bidder, should be indicated in accordance with Clause 2.2.6 (d) and Annex-II.

6. The following information shall also be provided for the Bidder, including each Member of the Consortium:

Name of Bidder/member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (PPP or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

7. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

Appendix-I ANNEXURE-II

Average Annual Turnover of the Bidder

(Refer to Clauses 2.2.2 and 3.2 of the RFP)

Name of single entity Bidder/Consortium:

(In Crore)

Bidder type ^{\$\$}	Turnover / Revenue from Operations			Average Annual Turnover /Revenue from Operations
	Year 2020-21 (3)	Year 2021-22 (4)	Year 2022-23 (5)	
(1)				
Single entity Bidder				
Consortium Member 1				
Consortium Member 2				
Consortium Member 3				
Consortium Member 4				
TOTAL				

Dated Seal and Signature
of the CA/ CWA

~~\$\$~~ A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

~~ff~~ The Bidder should provide details of its own Average Annual Turnover or of an Associate specified in this RFP.

Instructions:

1. The single entity Bidder or Lead Member of the Consortium, as the case may be, shall attach copies of the audited financial statements and Annual Reports for 3 (Three) years preceding the Bid Due Date i.e., 2020-21. 2021-22 and 2022-23. The financial statements shall:
 - (a) reflect the financial situation of the single entity Bidder or Lead Member of the Consortium and its Associates where the Bidder is relying on its Associate's financials;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with this RFP document.

Appendix-I ANNEXURE-III
Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/Lead Member of Consortium)

Ref.

Date:

To

,
.....

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert member's name) will act as the Lead Member of our consortium.^{\$}

We have agreed that..... (insert individual's name) will act as our representative/will act as the representative of the consortium on its behalf^{\$} and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized

signatory) For and on behalf

of.....

APPENDIX-II

Power of Attorney for signing of Bid

(Refer Clause 2.2.5)

Know all men by these presents, We(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name),son/daughter/wife

of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the Project proposed or being developed by the

..... (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Partnership Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Partnership Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHERE OF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF 2.....

For.....

(Signature, name, designation and address)

Witness:

1.

(Notarized)

2.

Accepted

.....

.....(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-III

Power of Attorney for Lead Member of Consortium^{\$}

(Refer Clause 2.2.5)

Whereas the (“the **Authority**”) has invited applications from interested parties for the Project (the “Project”).

Whereas,,, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,having our registered office at,
M/s.....having our registered office at.....,
M/s.....having our registered office at.....,
and..... having our registered office at,
(hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/Shaving its registered office at....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Partnership/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents,

sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Partnership Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS
..... DAY OF2024

Witnesses:	For..... (Signature)
1.(Name & Title)
2.....(Executants)	For..... (Signature)
(Name & Title)
(To be executed by all the Members of the Consortium)	For..... (Signature)
(Name & Title)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

APPENDIX–IV

Bank Guarantee for Bid Security

(Refer Clauses 2.1.5)

B.G. No. Dated:

1. In consideration of you,, having its office at, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act, 1956/2013) and having its registered office at (and acting on behalf of its Consortium) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the..... Project on PPP basis (hereinafter referred to as “the Project”) pursuant to the RFP Document dated issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.5 read with Clause 2.1.6 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs..... (Rupees only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and

compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs(Rupeesonly)
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be in force till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any

absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise here under shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the

guarantee herein contained shall be force able against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank here under, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupees crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 here of, on or before [..... (indicate date falling 180 days after the Bid due date)].

Signed and Delivered by..... Bank

By the hand of Mr./Ms....., its.....and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX-V
Joint Bidding Agreement
(Refer Clause 2.14.3)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this
the.....day of
..... 20...

AMONGST

1.Limited, accompany incorporated under the Companies Act, 1956/2013[¥] and having its registered office at (here in after referred to As the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2.Limited,
accompany incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as
The “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)
3. {.....Limited,
accompany incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

4. {.....Limited,
accompany incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as The “**Fourth Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}^{\$}

The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

^{\$}The number of Parties will be shown here, as applicable, subject however to a maximum of 6(six).

WHEREAS,

- (A) The President of India represented by The Chief Postmaster General (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **Bids**”) by its Request for Proposal No.....dated..... (the “**RFP**”) for selection of Bidder for [development, augmentation, operation and management of the proposal Under Quality and Cost Based Selection-(QCBS) Model for Public Private Partnership for Operational Management of Parcel Hubs in Assam Postal Circle” of the same Project.
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other Bidding Documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other consortium constituted for this Project, either directly or indirectly or through any of their associates.

3. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney formal Parties for conduct in all business for and on behalf of the Consortium during the Bidding Process.
- (b) Party of the Second Part shall be {the Financial Member of the Consortium; and}
- (c) Party of the Third Part shall be the Financial Member of the Consortium; and}
- (d) Party of the Fourth Part shall be the Financial Member/Other Member of the Consortium.}

4. Joint and Several Liability

- 4.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP till the Appointed Date under and in accordance with this RFP.
- 4.2 The Parties do hereby undertake and declare that the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Consortium; and that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the Authority shall be entitled to rely upon any such action, decision or communication of the Lead Member.

5. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour

of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) Require any consent or approval not already obtained;
 - (ii) Violate any Applicable Law presently in effect and having applicability to it;
 - (iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) Violate any clearance, permit, Partnership, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

6. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the appointed Date, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get

selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

7. Miscellaneous

- 7.1 This Joint Bidding Agreement shall be governed by laws of India.
- 7.2 The Parties acknowledge and accept that this Agreements hall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHERE OF THE PARTIES ABOVE NAMED
HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF
THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND
DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND
DELIVERED THIRD PART FOURTH PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

Letter comprising the Financial Bid
(Refer Clause 2.1.4)

Appendix-VI

**(TO BE SUBMITTED ONLY IN
BOQ FORMAT IN
EPROCURE.GOV.IN)**

Date.....

Reference:

To,

.....

Dear Sir,

Subject: Financial Bid for “Proposal Under Quality and Cost Based Selection- (QCBS) Model for Public Private Partnership in for Operational Management of Parcel Hubs in Assam Postal Circle”.

I/We,..... (Bidder's name) here with submit the following Financial Bid for undertaking the Project in accordance with the Bidding Documents:

I/ We would charge per article as given below.

Cost per article Rs.....(Rupees).

GST/IGST/SGST/CGST: Rs.....(Rupees.....)

Total: Rs. (Rupees)

I/ We agree that this offer shall remain valid for a period of 180 (one hundred and eighty) days from the Bid Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Note:

1. The Financial Bid is to be submitted strictly in BOQ format only in eprocure.gov.in. **No hard copy to be submitted.**
2. In the event of any difference between figures and words, the amount indicated in **words** shall prevail.
3. Rate quoted should including all aspects of operation, transmission, statutory liabilities and incidental cost.

APPENDIX-VII
Responsibilities, SLAs, Technical Requirements

Sl No.	Points of Clarification	Clarification				
1.	Offices in Consideration	PH Guwahati, PH Silchar, PH Tinsukia (<i>proposed to be shifted at Dibrugarh</i>), PH Jorhat, PH Tezpur				
2.	Expected Volume of Parcels to be handled by the Private Partner based on the statistics of 01.06.2023 to 30.11.23 (i.e. for the period of 6 months)	Parcel Hub	Total Volume of Speed Post Parcels, Regd. Parcels, & Business Parcels	Daily Average	Highest Single Day Parcel Handled	Lowest Single Day Parcel Handled
		PH Guwahati	659111	3602	4954	1033
		PH Silchar	106900	584	1200	100
		PH Jorhat	82276	450	1100	86
		PH Tinsukia	89128	487	801	100
		PH Tezpur	118776	649	1156	31
3.	Broad Responsibilities of DOP	<ul style="list-style-type: none"> ● DOP will handover Parcel Mail at the 5 Parcel Hubs mentioned above originating from their respective mapped Post offices and from other L1 Parcel Hubs. ● DOP will collect processed Parcel Mail at the 5 Parcel Hubs for transmission to their respective mapped Post offices and for other L1 Parcel Hubs. ● DOP will make the space available at the above 5 Parcel Hubs for operation. ● DOP will provide Post office and Parcel Hub 				

		<p>mapping details and schedule of dispatch.</p> <ul style="list-style-type: none"> • DOP will provide a detail SOP/ framework to the partner
4.	Broad Responsibilities Partner	<ul style="list-style-type: none"> • The Private Partner will receive parcel bags from mapped Post offices and Parcel Hubs at above 5 locations. They will perform mandatory scans and process the parcels for further transmission to mapped Post Offices/ Parcel Hubs as the case may be. • The private partner will arrange for transmission of the parcels/ parcel bags among the above 5 Parcel Hubs using their own vehicles. Private partner will also be responsible for loading and unloading of parcels received in Mail van of DOP and their vehicles arranged by them for inter hub transmission. • Daily Manifest and work papers are to be shared to DOP on daily basis.
5.	SLA	<ul style="list-style-type: none"> • All parcels received in the respective Parcel Hub at a fixed cut off time should be processed for dispatch in the next available schedule. In no case, any parcel should remain pending at Parcel Hub for more than 24 Hours, except under ‘force majeure’ conditions like bandh/Riots/law and order problem etc. Each Party will maintain a daily Report/Record on the volume/number of mails handled and should be tallied on daily basis. • The Private Partner will operate the 5 Parcel Hubs 365 days of the year including Sunday and Holidays with appropriate number of staff so as to ensure that all items are processed as per the cut off time of receipt and dispatched in the next available schedule. • The private Partner will ensure that during surge in volumes, adequate manpower is

		<p>employed to ensure that all parcels are processed on the same day which are received within the cut off time.</p> <ul style="list-style-type: none"> ● Proper Business Continuity Plan (BCP) which is acceptable to both the parties should be in place to keep the operations running during system breakdown, connectivity issue etc. ● Existing DOP Floor markings for PH (showing different responsibilities of each of the workers, location of equipment etc.) may be preferred for the working space by the partner or may be modified as per request of the partner without affecting the existing space provided for this purpose. ● All the mandatory scans of Bags and Parcels are to be carried out without fail. ● Insured Parcels and sensitive materials shall be handled with additional checks prescribed which will be shared along with detail SOP. ● Penalty will be imposed on any deviation as detailed under Penalty clause. ● Partner will compensate for losses/damages/claims etc. to the DOP/ DOP Customers/ Third Party arising out of negligence/ delays/ damages failure attributable to partner. Amount of same will be decided by DOP as per its policy.
6.	Verification Mechanism for handing over and taking over of mails from Vendor	<ul style="list-style-type: none"> ● At every PH, whenever mails are exchanged between the Private Party and DOP, the dispatching Party will provide a SAP generated Dispatch List showing list of bags. The receiving party will receive the parcel bags after carrying due checks. ● The Parcel Bags will be sealed properly with Self Locking Plastic Seal ● Every Parcel Bag will contain a SAP generated Parcel Manifest mentioning barcode no of the

		<p>articles and total weight.</p> <ul style="list-style-type: none"> ● RFID scanning of Bags may be used at Entry gates of PH for accounting of Bags wherever applicable.
7.	Technology Requirement	The Private partner will use SAP and DOP internet Network for carrying out operations.
8.	Penalty	Penalty will be imposed for loss/ damage and/or on delay in processing/transmission of Parcel Bags detained beyond threshold time, which would be decided by DOP as at para 5. Partner will compensate for losses/damages/claims etc. to the DOP/ DOP Customers/ Third Party arising out of negligence/ delays/ damages/ failure attributable to partner. Amount of same will be decided by DOP/ any other competent authority.
9.	Mapping of PHs	Three digit PIN range and Post Offices mapped with Parcel Hubs
	PH Guwahati	280 number of Post offices with PIN ranges 781,782,783, and 76 number of L-1 Parcel Hubs across the country.
	PH Silchar	92 numbers of Post offices with PIN ranges 788 and 4 PH of Assam Circle and 4 PH of NE Circle.
	PH Tinsukia	73 numbers of Post offices with PIN ranges 786,792 and 4 PH of Assam Circle.
	PH Jorhat	84 numbers of Post offices with PIN ranges 785 and 4 PH of Assam Circle.
	PH Tezpur	98 numbers of Post offices with PIN ranges 784,787,790 and 4 PH of Assam Circle.
10.	Data Security	The information or data in any format accessed by the Private Partner in course of operation related to DOP shall not be divulged by the Private Partner at any cost nor shall be used or utilized by the private partner to augment or supplement their own business either directly or indirectly at any point of time. Detail provisions of this RFP in this regard shall prevail.

11.	Damages	In the event of any loss or damage to Govt. property held by the Private partner during their operation, the Private partner shall make good the same as per the existing book value/cost on the date, as the case may be.
12	DOP Representative	DOP would depute representative to coordinate between DOP and the partner.

Responsibilities of DOP and Partner.

Sl.No	DOP	Partner
1	To provide existing space free of cost to the partner	Manpower for Operation of Parcel Hubs.
2	To provide Internet Service provided and managed by Network Service Provider of DOP	To provide a Business Continuity Model so that work is carried out in case of breakdown of LAN, Internet, Central Server issues etc.
3	Electricity and Water charges will be borne by DOP	To provide All consumables (as per defined process of DOP) including Paper, Toners, Thermal roll, Blank Bag Label (Barcode will be generated by the System), Self Locking Plastic Seal, Bullet seal for locking the Vehicle carrying mail, Tapes and other items for using as protecting material for articles, whenever required etc.
4	<p>DOP will provide existing hardware and infrastructure including furniture as it is and where it is basis. DOP will maintain a record of hardware along with device ID.</p> <p>Technical support for installation and maintenance of Software application.</p>	<p>The partner is required to maintain the machineries/ equipments/ hardware, Local Area Network, minor electrical faults and repairing, replace batteries of Genset /UPS (when required) etc.</p> <p>In case, if there is requirement of any additional infrastructure/ hardware/ furniture for the project, then same will be brought by the partner at his own.</p> <p>The partner will return hardware in sound and working condition after the agreement period is over failing which charges will be recovered from the</p>

		partner on the basis of purchase value / replacement value/ repairs cost decided by DOP
5	The existing bags can be reused for closing of Parcels. In case of surge, DOP will provide additional bags against demand from partner.	Fleet of vehicles with drivers. Partner will ensure loading and unloading of bags at points through its manpower. The partner has to give access to dashboard at no extra cost for tracking of Vehicles and make it accessible to both the parties
6	MAC Binding of the new hardware if added by Partner.	Cost of the Diesel for running of Generator.
7	Major repairing works of Building	Minor repair works, regular cleaning of the premise including light, fan etc.
8	CSI IDs for the outsourced operators	Augmentation of infrastructure like furniture, racks, hardware etc. under intimation to DOP
9	Periodic Inspection of the Premise and deputation of DOP representative to coordinate.	The partner has to abide by all Rules and regulations of DOP and will not use the premise other than Operation of DOP. Partner will compensate for losses/damages/claims etc. to the DOP/ DOP Customers/ Third Party arising out of negligence/ delays/ damages/ failure attributable to partner.

Note:

1. In case, any of the above items are included in other part of this RFP, the above responsibilities will prevail.
2. DOP reserves the right to suitably modify above responsibilities and add new responsibilities and/ or delete any of the responsibilities as per need.

APPENDIX– VIII

PRE CONTRACT INTEGRITY PACT

(Refer Clause 2.26)

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the monthof 2024, between on one hand, the President of India acting through Head, Parcel Operations, O/o the CPMG, Assam Circle, Government of India (hereinafter called the "**DOP**", which expression shall mean & include unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.....
.....represented by Shri....., (hereinafter called the "**PRIVATE PARTNER**" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the DOP proposes to procure Service for Operational Management of 5 Parcel Hubs of Assam Circle i.e. PH Guwahati, PH Silchar, PH Tezpur, PH Tinsukia and PH Jorhat with respect to Mail Processing and Despatch and the PRIVATE PARTNER is willing to offer/has offered the service; and

WHEREAS the PRIVATE PARTNER is a private company /partnership constituted in accordance with the relevant law in the matter and the DOP is Department of Posts, Ministry of Communications performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the DOP to obtain the desired said service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling PRIVATE PARTNERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the DOP will commit to prevent corruption, in any form, by its officials by

following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

1. Commitments of the DOP

- a. The DOP undertakes that no official of the DOP, connect directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the PRIVATE PARTNER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - b. The DOP will, during the pre-contract stage, treat all PRIVATE PARTNERs alike, and will provide to all PRIVATE PARTNERs the same information and will not provide any such information to any particular PRIVATE PARTNER which could afford an advantage to that particular PRIVATE PARTNER in comparison to other PRIVATE PARTNERs.
 - c. All the officials of the DOP will report to the appropriate Govt. office any attempted or breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such officials(s) is reported by the PRIVATE PARTNER to the DOP will full and verifiable facts and the same is prima facie found to be correct by the DOP, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the DOP and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the DOP the proceedings under the contract would not be stalled.

3. Commitments of PRIVATE PARTNERs

The PRIVATE PARTNER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to

the following:-

- a. The PRIVATE PARTNER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the DOP, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation contracting and implementation of the contract.
- b. The PRIVATE PARTNER further undertakes that it has not given, offered promised to give, directly or indirectly any bribe, gift, consideration reward favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the DOP or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- c. PRIVATE PARTNER shall disclose the name and address of agents and representatives.
PRIVATE PARTNERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- e. The PRIVATE PARTNER further confirms and declares to the DOP that the PRIVATE PARTNERS is the original firms / transporters / bidders and it had not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the DOP or any of its functionaries, whether officially or unofficially to the award of the contract to the PRIVATE PARTNER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- f. The PRIVATE PARTNER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the DOP or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- g. The PRIVATE PARTNER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- h. The PRIVATE PARTNER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- i. The PRIVATE PARTNER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the PRIVATE PARTNER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The PRIVATE PARTNER also undertakes to exercise due and adequate care lest any such information is divulged.
- j. The PRIVATE PARTNER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- k. The PRIVATE PARTNER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- l. If the PRIVATE PARTNER or any employees of the PRIVATE PARTNER or any person acting on behalf of the PRIVATE PARTNER, either directly or indirectly, is a relative of any of the officers of the DOP, or alternatively, if any relative of an officer of the DOP has financial interest/stake in the PRIVATE PARTNER's firm; the same shall be disclosed by the PRIVATE PARTNER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- m. The PRIVATE PARTNER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the DOP.

4. Previous Transgression

- a. The PRIVATE PARTNER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public Sector Enterprise in India or any

Government Department in India that could justify PRIVATE PARTNER's exclusion from the tender process.

- b. The PRIVATE PARTNER agrees that if it makes incorrect statement on this subject, PRIVATE PARTNER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money Deposit & Deposit

- a. While submitting commercial bid, the SERVICE PROVIDER shall deposit an amount of ₹ _____ as Earnest Money Deposit, with the DOP through Bank Guarantee/Demand Draft.
- b. The Performance Security Deposit in case a bank guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. Where a demand draft is provided, its validity shall not be less than 90 (Ninety) days from the Bid Due Date for the purposes of encashment thereof by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. Physical copy of the Bid Security should reach before the closing date of the Bid Process.
- c. In case of the successful PRIVATE PARTNER a clause would also be incorporated in the Article pertaining to Performance Security in the Service Level Agreement that the provisions of sanctions for violation shall be applicable for forfeiture of Performance security in case of a decision by the DOP to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- d. No interest shall be payable by the DOP to the PRIVATE PARTNER on Earnest Money/Security Deposit for the period of its custody.

6. Sanction for Violations

- a. Any breach of the aforesaid provisions by the PRIVATE PARTNER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the PRIVATE PARTNER) shall entitle the DOP to take all or any one of the following actions, wherever required:-
 - i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the PRIVATE PARTNER.

However, the proceedings with the PRIVATE PARTNERS(S), IF ANY would continue.

- ii. The Earnest Money Deposit (in pre-contract stage) and/or Performance Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the DOP and the DOP shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the PRIVATE PARTNER
- iv. To recover all sums already paid by the DOP, with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India. If any outstanding payment is due to the PRIVATE PARTNER from the SERVICE USER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To en-cash the advance bank guarantee and Demand Draft, if furnished by the PRIVATE PARTNER, in order to recover the payments, already made by the DOP, along with interest.
- vi. To cancel all or any other Contracts with the PRIVATE PARTNER, the PRIVATE PARTNER shall be liable to pay compensation for any loss or damage to the DOP resulting from such cancellation/rescission and the DOP shall be entitled to deduct the amount so payable from the money(s) due to the PRIVATE PARTNER.
- vii. To blacklist and debar the PRIVATE PARTNER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the DOP.
- viii. To recover all sums paid in violation of this Pact by PRIVATE PARTNER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the DOP with the PRIVATE PARTNER, the same shall not be opened.
- x. Forfeiture of Performance Security in case of a decision by the DOP to

forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- b. The DOP will be entitled to take all or any of the actions mentioned at para 6.a.i. to 6.a.x. of this Pact also on the Commission by the PRIVATE PARTNER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the PRIVATE PARTNER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- c. The decision of the DOP to the effect that a breach of the provisions of this Pact has been committed by the PRIVATE PARTNER shall be final and conclusive on the PRIVATE PARTNER. However, the PRIVATE PARTNER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the DOP or its agencies shall be entitled to examine all the documents including the Books of Accounts of the PRIVATE PARTNER and the PRIVATE PARTNER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the DOP at Guwahati, Assam.

9. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. Validity

- a. The validity of this Integrity Pact shall be from date of its signing for a period of one year and extendable by 12 months or the complete execution of the contract to the satisfaction of both the DOP and the PRIVATE PARTNER,

including settlement of all complaints, litigations, etc. related to any item or service related to the operations and transmission of Parcel mail whichever is later. In case SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract or till settlement of all complaints, litigations, etc. related to any item or service related to the operations and transmission of Parcel mail whichever is later.

- b. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11. The parties hereby sign this Integrity Pact at on

DOP

PRIVATE PARTNER

Name of the Officer

Name

Designation

Designation

Department

Company

Witness

Witness

1.

1. _____

2.

2. _____

APPENDIX– IX

Schedule of Bidding process and Check List related to Technical and Financial Bid.

Schedule of Bidding Process only in Online Mode. (<https://eprocure.gov.in>)

Sl. No.	Event Description	Date
1	Date of notification of the Bid Process:	12.02.2024 (1100 hrs)
2	Last date for receiving queries:	20.02.2024 (1800 hrs)
3.	Authority response to queries latest by	22.02.2024 (1200 hrs)
4.	Site visit by prospective bidders	From 12.02.2024 to 26.02.2024
5.	Bid Due Date	27.02.2024 (1730 hrs)
6.	Opening of Technical Bids	28.02.2024 (1730 hrs)
7.	Announcement of qualified Bidders	Within 30 days of the Bid due date
8.	Opening of Financial Bid	Within 7 days of technical evaluation
9.	Letter of Award (LOA)	Within 45 days of opening of Financial Bid subject to approval of the competent authority.
10.	Validity of Bids	180 days from Bid Due Date.
11.	Signing of Agreement	Within 30 days of award of LOA

A. Technical Bid

- I. Technical Bid in the prescribed format (Appendix-I)
- II. Particulars of the Bidder (Annexure-I of Appendix-I)
- III. Average Annual Turnover of the Bidder (Annexure-II of Appendix-I)
- IV. Statement of Legal Capacity (Annexure -III of Appendix-I)
- V. Power of Attorney for Signing of Bid (Appendix-II)
- VI. Power of Attorney for Lead Member of Consortium (Appendix-III), if

applicable

- VII. Copy of Bank Guarantee for Bid Security (Appendix IV, applicable if Bank Guarantee is submitted for Bid Security);or copy of Demand Draft.
- VIII. Joint Bidding Agreement, (Appendix V, in case of a Consortium), if applicable
- IX. Undertaking agreeing to the Responsibilities, SLAs and Technical requirements (Appendix-VII)
- X. Pre Contract Integrity Pact duly filled, sealed and signed. (Appendix VIII)
- XI. Notarized Affidavit in Stamp Paper of appropriate value with declaration of having carried out operation in similar line in India for the preceding 3 years from the Bid Due Date.
- XII. Undertaking as per Para 2.2.6 that the bidder has not been debarred by the Central/ State Government, or any entity controlled by it, from participating in any project (PPP or otherwise),
- XIII. Undertaking as per Para 2.2.7 regarding Non failure of any contract during last 3 years by the bidder.
- XIV. Notarised Affidavit on stamp paper of appropriate value supporting the claimed Volume Handling Capacity, Surge Handling Capacity, Experience in similar line in the industry, No. Of fleet/vehicles used in PAN INDIA exclusively for transportation of Mail/Parcel as detailed in table under Para 3.4.3 of the RFP
- XV. GST Certificate
- XVI. Certificate of incorporation.
- XVII. IT Return for the last 3 years.
- XVIII. Bidder's Annual Report account for the year 2020-21,2021-22 and 2022-23;

B. Financial Bid

(i) Financial Bid in the prescribed format (Appendix-VI) to be submitted only in BOQ format in the eprocure.gov.in.

In case Financial Bid is submitted along with Technical Bid, the Bid will be rejected as per Para 2.28.10 (f)