

FORM 'A'

**HIGH COURT OF JUDICATURE AT BOMBAY  
APPELLATE SIDE**

LAST DATE OF TENDER – 02/05/2025

No. : Rule/P.1601/2025

Dated : 26/03/2025

**(Extension of Time to submit Tender)**

**NOTICE INVITING TENDERS  
FOR COURIER SERVICES**

The sealed tenders are invited, as per proforma enclosed herewith, from a reputed proprietorship concern, firms, companies or Corporate body engaged in the business of delivering postal articles, for awarding of contract for Courier Services for delivery of envelopes, packets, parcels containing summons, notices, documents or other communications of the Court(s) [For short referred as “Postal Article”] dispatched from High Court of Bombay including its Benches at Aurangabad and Nagpur and any Court subordinate thereto in Maharashtra to every corner of the country and outside the country.

The **preference** will be given to the Courier services having features such as “security, speed, tracking, specialized and individualized service, committed delivery within prescribed time and large network throughout the country, including remote areas as well as adequate arrangement for service outside India”.

**TERMS AND CONDITIONS TO SUBMIT TENDER**

**EXPERIENCE :** The tenderer should have experience of minimum 10\_ years of Courier Service.

1. The tenderer shall be required to furnish details as to :-
  - (A) Present business,
  - (B) Permanent address,
  - (C) **The particulars as to** Complete networking in the India and outside India,
  - (D) Audited accounts for the last three financial years,
  - (E) Proof of experience in the field of courier services **along with work completion certificate** ,
  - (F) List of valued / important clients and
  - (G) Litigation details, if any, pending before any of the Courts in Maharashtra, in which tenderer is a party.

**This information is mandatory and shall be filled in Annexure- 'A'.**

2. **Two separate sealed envelopes** should be used for submitting (i) Tender and (ii) Earnest money. It shall be mentioned on each envelope (A) Tender for Courier Services, and (B) Earnest Money for Courier Services.
3. The tenderers are required to send their tender alongwith a demand draft of **Rs.1,00,000/-** (Rupees One Lakh only) drawn in favour of the **“Assistant Registrar for Registrar General, High Court Appellate Side, Bombay”** as earnest money, which will be refunded to the unsuccessful tenderers on their written request with respect thereto. **Name of the firm, telephone/contact number** and **‘Courier Services’** may be written on the **reverse side of the demand draft.**

4. The tenderers are required to quote their lowest competitive rates per postal article (considering weight and size) including GST in Indian Rupees (INR) only and indicate the same in figure as well as words for courier services to be provided throughout India and outside India. The separate rates may be quoted for local delivery, within District / within State of Maharashtra / within country / outside of country. The rates in words will prevail, in the event of any mismatch.
5. **The rates quoted by the tenderer for courier services should be valid for a period of one year from the date of acceptance.**
6. The successful tenderer shall have to deposit Rs. **5,00,000/-** (Rupees Five lakhs only) as **Performance Security Deposit** within one week from the date of receipt of acceptance letter after adjusting Rs. **1,00,000/-** already deposited with the tender as Earnest Money, which will be refunded on completion of the contractual period successfully and after two months from the payment of last bill.
7. Over-writing, over-typing or erasing of the figures are not allowed and shall render the tender invalid if it appears to be doubtful or ambiguous.

#### **THE WORK PERFORMANCE AND PAYMENT CONDITIONS**

8. The number of postal articles may decrease / increase depending upon the exigency / requirement and all postal articles may not necessarily be sent through courier, as the local processes / letters will have to be delivered by hand.
9. The Courier agency will be **solely responsible** for the **safety and security** of the documents/goods to be delivered to addressee.

10. The payment of the work done shall be made on **monthly bill basis** after presentation of the bills subject to submitting proof of delivery or returned envelope(s) to the Court concerned.
11. The service provider will have to necessarily furnish proof of delivery in case of served processes with legible signatures of the recipient. In case of non-service, the postal article shall be returned with a proper report in legible hand writing stating the reasons for not serving/delivering the same to the addressee. In case of refusal by addressee, the name and designation of the person refusing the article or his relationship with the addressee, shall be clearly mentioned on the envelope of un-served article forthwith and not beyond **thirty days** in any event, under acknowledgment from the Registry of the court concerned.

The selected tenderers shall have its own **App** having features :- **(1)** To show location of the addressee where postal article is served **(2)** To show real time of service **(3)** Have facility to upload reasons for non-service.

**For sake of classification, the processes/letters shall be returned to the following officers :**

<b>PROCESS RECEIVED FROM</b>	<b>OFFICER TO WHOM TO BE RETURNED</b>
High Court at Bombay or Benches	Registrar (Judicial) or any other officer nominated by him.
District Headquarters	P.D.J/P.J. or any other officer nominated by him.
Taluka places	Principal Judge or any other officer nominated by him.
Ex-Cadre offices	The Controlling Officer or any other officer nominated by him.

The Officers referred to in column No. 2 above are hereinafter referred to as “the Recipient Officer” for the sake of convenience.

12. The proof of delivery would be : **(I)** Signature or thumb impression of addressee duly attested by the person who delivered article on behalf of courier agency. **(II)** The report shall be duly signed by the person, who had delivered postal article on behalf of courier agency along with counter signature of the responsible officer deputed in court complex on behalf of courier agency. There shall be police verification report of the responsible person deputed in the court complex.
13. The proof of delivery of each and every postal article as provided in clause 12 (II) is tendered after the service, the responsible officer on behalf of Courier Agency, appointed to manage its counter in the Court’s complex or the person delivered the postal article, will file his own affidavit in support of the service of the postal article or its non-delivery, as the case may be, in the format prescribed in the “**Appendix A**” of the notified Rules i.e. the **Bombay High Court (Empanellment of Couriers for service of process in Civil Proceedings) Rules, 2014**.
14. No charges will be paid to the service provider, **(i)** if neither proof of delivery nor unserved postal articles are returned as provided in Clause 12 and 13 or the delivery was not effected without valid reason to **Court concerned or office** forthwith and not beyond **30 days in any event or the period / time prescribed by the Court by way of order**, as the case may be.
15. There shall be a penalty of **Rs. 100/-** upon the courier for each consignment for which neither satisfactory proof of delivery nor envelope is returned back

to the Court concerned forthwith and not beyond **thirty days** in any event or as the Court may direct from the date of dispatch and the same will be deducted from the bill of current or ensuing month/performance security deposit.

16. The courier service provider shall have to collect postal articles from **Dispatch / Establishment Section of concerned Court** under acknowledgment and after service or non-service, as the case may be, report shall be submitted to dispatch/establishment section.
17. The service provider shall have to accept, for delivery, all postal articles daily as per the time scheduled by the officer nominated by the recipient officer.
18. **The Officer nominated by recipient officer will deal with the tenderers directly** and no middlemen/agents/commission agents etc. should be nominated by the tenderers to represent their cause and they will not be entertained by the Registry of respective courts.

#### **GENERAL CONDITIONS**

19. The interested parties may send their sealed tender in two separate sealed envelopes, as mentioned in **Clause (2)** to the undersigned so as to reach on or before **02/05/2025 upto 5.00 p.m.** in the office of Registrar General, High Court of Bombay, Appellate Side, Fort, Mumbai – 400 032 by Registered Post AD / Courier / Hand delivery.

20. The received envelopes will be opened by the Recommendation Committee constituted for the purpose before the tenderers or their authorized representatives, who desires to remain present.
21. The successful bidder will be informed in writing about the date, place and time for negotiations / clarifications, through online / off-line method, if required. The representatives conducting negotiations on behalf of the bidder must have a written authority to negotiate and conclude a contract.
22. The High Court reserves the right to negotiate the prices quoted in the bid.
23. The successful bidder shall confirm in writing its participation in negotiation and ability to adhere to its proposal **within (5) days** of receiving the notice in accordance with relevant clauses.
24. **The tenders received without proper compliance directed in this notice or after due date and/or time and/or without Earnest Money shall not be entertained.**

#### **SIGNING OF CONTRACT**

25. The Registrar General will send the successful bidder a draft of an agreement to be entered into between the parties.
26. The successful bidder shall execute an agreement **within 07 days from** the date of letter of acceptance of his tender. The agreement must be duly stamped as per the provisions of the Maharashtra Stamp Act. The bidder shall bear the expenses of stamp duty.

27. The Registrar General shall be the Authority signing the contract for and on behalf of the High Court of Bombay.
28. Until a formal contract is executed, the letter of acceptance of tender shall not constitute a binding contract.

### **RIGHTS OF REGISTRAR GENERAL**

29. At any time, prior to the cut of date of submission of quotations, the Registrar General, may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the notice by way of an amendment. The modification shall be published only on the website of High Court of Bombay. The modification shall not be communicated to any bidder individually/separately in writing. The prospective bidders are advised to browse the website of the Bombay High Court periodically to find out any further corrigendum/addendum/notice published with respect to this notice.
30. The Registrar General reserves the right to make changes within the scope of work and to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder(s).

### **TERMINATION**

31. The Registrar General reserves the right to terminate the contract as soon as it comes to his knowledge that the Courier Agency has acted in violation of



Rule 7(a) or it has been brought to his knowledge that Courier Agency has done something which makes the courier agency liable to be removed as provided under Rule 7 of the Bombay High Court (Empanellment of Couriers for Service of Process in Civil Proceedings), Rules 2014.

32. The performance security deposit will be forfeited in case of breach or failure to complete the obligations under the contract on the part of tenderer.
33. The High Court also reserves the right to cover the entire expenses for tender from the contractor who committed default and appoint any other courier service agency.
34. In case of termination as mentioned above, the obligation of the Registrar General to pay consideration for performance of the contract shall be limited to the amount for the work carried out till the date of termination.
35. Notwithstanding the termination of the agreement, the parties shall continue to be bound by the provisions of the agreement that reasonably requires some action or forbearance after such termination.

#### **CONFIDENTIALITY**

36. The term “**Confidential Information**” means any information which relates to judicial proceedings except such information which is in the public domain at the time of its disclosure. It is the express intent of the parties that all the notices, summons, parcels and processes and methods used by the Bidder in tendering the services hereunder will be the Confidential Information for the Bidder.

37. Information relating to the examination, evaluation, comparison, and recommendation of Contract award, shall be confidential and shall not be disclosed to Bidders or any other persons not officially concerned with such processes.
38. The Bidder shall not divulge to any person, subsidiaries or groups of the Bidders or to any other person, any information obtained by it in the course of its execution of its work and all the information gathered by the Bidder shall be treated as professional communications and confidential. Any violation of this clause shall lead to cancellation of the Contract and invoking of the performance security deposit, if any, without notice to the bidder and he shall be liable to pay for further damages.

#### **GOVERNING LAWS AND JURISDICTION**

39. The agreement shall be governed by the laws in force in India. Any dispute arising in relation to the agreement shall be subject to the jurisdiction of the Courts at Mumbai.

**Note** : In case of any query, contact to the office of the Registrar (Judicial-I).

**High Court, Bombay.**  
**Date : 26<sup>th</sup> March 2025**

**Sd/-**  
**Registrar General**

**ANNEXURE 'A'****HIGH COURT OF JUDICATURE AT BOMBAY**  
**APPELLATE SIDE**

No.:

Dated :

**PROFORMA****TO BE SUBMITTED BY THE TENDERERS WITH REFERENCE TO NOTICE**  
**INVITING TENDER FOR COURIER SERVICES**

1. Name of the Courier Service provider:
2. Postal Address :
3. Mobile/Phone number with the name of the contact person :
4. Permanent Address :
5. Details of litigation, if any pending before any of the Courts in Maharashtra in which it is a party :
6. Name and addresses of all your establishments/offices in the country and outside India along with telephone numbers, name of contact persons and total number of staff members at each establishment/office :
7. Period from which you have been running Courier Services :
8. Whether capable to deliver letters, notices/summons, parcels etc. in far flung/remote areas in the country and outside India :
9. Minimum and maximum time required for delivery of letters, notices/summons, parcels etc. :

10. Quote your competitive rates compulsorily as per below format (excluding service tax and education cess) :

Sr. No.	Designation	Upto 250 gms	Upto 500 gms	Above 500 gms
1.	Local (within District)			
2.	Within the Districts following under the jurisdiction of the Principal Seat of the High Court of Judicature at Bombay and its benches Aurangabad, Nagpur.			
3	Union Territories : Dadra and Nagar Haveli, Daman and Diu			
4.	Goa			
5.	Rest of India			
6.	Outside India			

11. Are you having On-line Tracking Facility and large network throughout the country, as well as adequate arrangements for service outside India, if so, give details :
12. List of your valued/important clients along with telephone numbers and names of contact persons :
13. Turnover of past three financial years :

SIGNATURE .....

(with date).....

Name.....

Designation .....

(Rubber stamp of the Company)