

CANARA BANK
(A Government of India Undertaking)

Premises and Estate Section

Circle Office, Orbit Mall, Ajmer Road, JAIPUR (Rajasthan)

Telephone: 0141-2222909

Email: premisescojpr@canarabank.com

Tender Document for Empanelment of Special Courier agencies for Circle Office, Jaipur

CANARA BANK

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CANARA BANK
(A Govt. of India Undertaking)
PREMISES & ESTATE SECTION
CIRCLE OFFICE, JAIPUR
1- ORBIT MALL, AJMER RAOD, JAIPUR-302006
Telephone 0141-2222909

NOTICE INVITING TENDER (NIT)

SUBJECT: Tender Document for Empanelment of Special Courier agencies for Circle office, Jaipur

Canara Bank, Circle Office, Jaipur proposes to avail the services of shortlisted Courier Agencies for collection and delivery of letters, periodicals, publications etc from Circle Office, Jaipur to various major cities across India by calling sealed tenders in the prescribed format.

1. The offer document comprises of the following:

- a) General Rules & Instructions to the Agencies
- b) Conditions of contract
- c) Proforma - A,B,

2. Cost of Tender Document: Rs. 590/- (Incl of GST) by the way of DD from any Nationalized / Scheduled Bank

3. Period of issue of the documents: 14.11.2021

4. Last date and time for submission offer is: 30.11.2021 - 4.00 PM.

Assistant General Manager

GENERAL RULES & INSTRUCTIONS TO AGENCIES

SUBJECT: Tender Document for Special Courier agencies for Circle Office, Jaipur

1. The tender documents consisting can be collected between the dates mentioned in the Notice Inviting Tender (NIT) during the working hours (between 10.00 a.m. to 05.00 p.m.) everyday except on 2nd and 4th Saturday and Sundays and Public Holidays, as specified in NI Act, at the office of the Senior Manager, Premises and Estate Section, Circle Office, Jaipur. OR the document may be downloaded from website of the Bank www.canarabank.com (Tenders)
2. The Application fee of Rs. 590/- (incl GST) may be paid in cash/DD while collecting the documents from the P&E Section, Canara Bank, CO, Jaipur or submitted by the way of Demand Draft favoring **Canara Bank** payable at Jaipur along with tender document.
3. **Earnest Money Deposit (EMD):** The EMD should be submitted by way of Demand Draft on Jaipur favoring "Canara Bank, Circle office, Jaipur" from any Nationalized / Scheduled Bank. Tender without EMD shall be summarily be rejected. The EMD shall not carry any interest.
4. The sealed offers should be deposited in the **Tender Box kept at Premises & Estate Section, Canara Bank Circle office, Orbit Mall, Ajmer Road, Jaipur-302006 on or before 30.11.2021, 4:00 PM.** If last day of submission of bids is declared a holiday under NI Act by the Government subsequent to issuance of NIT the next working day will be deemed to be the last day for submission of the offer. No offer will be accepted by post or courier or email or FAX.
5. The sealed tenders will be opened on the date stipulated in the NIT at Premises & Estate Section, Canara Bank Circle office, Orbit Mall, Ajmer Road, Jaipur-302006 If date of opening of tender is declared a holiday under NI Act by the Government subsequent to issuance of NIT the next working day will be deemed to be the date of opening of the Tender.
6. **In the first stage, offers will be evaluated against the stipulated parameters and conditions of the Bank. Offers not complying with these will be rejected summarily.** In the second stage, after the technical and commercial evaluation, if necessary after discussions with the tenderer, such of those tenderer found technically & commercially acceptable will be short listed.
8. Tender shall be submitted on prescribed Form only (i.e. as per documents issued) have to be duly filled and submitted and no other format shall be used, except for Proformas which shall be submitted in the letter head. Wherever required, particulars can be submitted in annexure but such details shall be clearly mentioned in respective columns in the original document. All the documents, enclosures, and correspondence will form the part of contract. Offer in any other format other than the prescribed in this document shall be liable for rejection.
9. Offers which are incomplete in any respect are liable to be rejected.
10. Canvassing in connection with tenders is strictly prohibited and the offers submitted by the courier agencies who resort to canvassing will be liable for rejection.
11. Conditional offers shall be summarily be rejected.
12. The applicant shall furnish the list of his relatives working in the Canara Bank with their present place of posting in the **Proforma A**

13. The applicant shall furnish the list of retired Government /PSU / Banks employees, employed by him with full details of their previous employment in **Proforma A**.
14. The tender shall remain open for acceptance for a **period of 90 days from the date of opening**. No tender can be modified or withdrawn by the courier agencies after submission of the Bid. If any courier agencies withdraws his offer before the said validity period or makes any modifications in the terms and conditions of the offer which are not acceptable to the Bank, then the Bank shall, without prejudice to any other right or remedy, be at liberty to **forfeit full value of the Earnest Money Deposit** as aforesaid.
15. It will be obligatory on the part of the courier agencies to tender and sign the offer documents for all the component parts.
16. The Bank's decision in the selection process is final and Bank will neither entertain any correspondence in this regard nor will be bound to furnish any explanation. The acceptance of a offer will rest with the Bank which does not bind itself to accept the lowest offer and reserves to itself the authority to reject any or all of the offers received without assigning any reason.
17. The successful courier agencies shall execute the agreement on a stamp paper of appropriate value within 14 days from the date of receipt of the acceptance letter issued by the bank , and until a formal agreement on stamp paper is prepared and signed, this offer document along with the correspondence shall constitute a binding contract between the courier agencies and the Bank/ Employer.
18. On acceptance of the offer , the name of the accredited representative(s) of the courier agencies who would be responsible for taking instructions from the Bank / Employer shall be communicated to the Employer.
19. In case of unsuccessful tenderer the EMD shall be returned without any interest within 15 days of award of the contract to the successful courier agency.

Signature of the Agency

GENERAL CONDITIONS OF CONTRACT

SUBJECT: Tender Document for Special Courier agencies for Circle Office, Jaipur

1. DEFINITIONS:

FOR the purpose of the agreement, the following words and expression shall have the meaning hereby assigned to them except where the context otherwise requires:-

- (i) 'Approved' means approved by Bank's representative in writing including subsequent confirmation of previous approval and 'Approval' means approval by Bank's representative in writing as above said.
- (ii) 'Bank' means the CANARA BANK which expression shall unless excluded by or repugnant to the context include its representative.
- (iii) 'Bank's representative' means the Assistant General Manager, Canara Bank, Premises & Estate Section, Circle Office Jaipur or any person authorized by him as in charge of the service and would sign the agreement on behalf of the CANARA BANK.
- (iv) "Courier Agency" means M/s. _____ or their assigns or successors in office and authorised representative.

- 2. The successful COURIER AGENCIES shall undertake the services by themselves but shall not sublet or assign or transfer or sub contract any part of the services.
- 3. No personnel employed by the COURIER AGENCIES for the service will be liable for any sort of compensation or employment from the Bank.

4. SCOPE OF SERVICES

The scope of the services shall be to collect the sealed covers from Canara Bank branches under Jaipur Circle Office at any time between 10 AM to 06 PM and delivering the same to any cities within the time period specified for the each centre.

6. PAYMENTS:

The payments shall be based on the rates quoted in price bid and subsequent modifications if any. The payments shall be made by the Bank once in month based on the total number of covers / packets collected & delivered satisfactorily. The total numbers of covers / packets shall be counted based on the proof of delivery (POD) submitted by the agency.

The payment will be paid for as "measured work" on the basis of actual work done on item rate basis and not as "lump sum" contract as per the rate quoted in the price bid.

The rate quoted shall be firm through the contract period and no escalations shall be permissible.

The rate shall be quoted on weight basis i.e. per gram per cover/ packet/ consignment.

8. TIME SCHEDULE : The delivery of the consignments shall be made within the time stipulated as below from the time of pick up at Jaipur Circle Office:

Within Jaipur	:	24 Hours
Outside Jaipur but within Rajasthan	:	24 Hours
Haryana/Punjab/Gujarat/Himachal Pradesh/J&K/UP/MP/ Uttarakhand/Delhi	:	24 Hours
West Bengal/Bihar/Orissa/North Eastern States Including Sikkim/ Chattisgarh	:	48 Hours
Rest of India	:	48 Hours

In case the next day (within 24 hours) is holiday/ weekly holiday the delivery shall be made on the next working day

9. PERIOD OF CONTRACT: The duration of the contract shall be for period of one year from the date of signing the agreement.

10. PACKING: Necessary tamper proof packing shall be provided by the Courier agency within the quoted rates.

11. LIQUADATED DAMAGES: The time allowed for carrying out the service shall be as specified in clause 8 above shall be deemed to be the essence of the contract on the part of the courier agencies. The service shall be provided throughout the stipulated period of the contract with all diligence and in the event of failure of the courier agencies to provide the service within time schedule as specified above or subsequently notified to him, the courier agencies shall pay as compensation amount equal to Rs 100/- per day per consignment/ cover/ packet or such smaller amount as the Bank may decide subject to a maximum of Rs 10,000/-. Further the delayed consignments/ covers/ packets shall not be eligible for any payments.

12. COMPENSATION FOR LOSS/ DAMAMGE OF COVER / PACKETS / CONSIGNMENTS: The courier agency shall be responsible for loss/ damage of Cover/ packets / consignments during the transit and shall compensate the Bank for the expenses incurred for retrieval of the documents / correspondence lost in the transit. The amount of compensation shall be paid by the Courier agency failing which it shall be recovered from the Security deposit or from any amount due to the Courier agency or by a way of suit.

13. FORCE MAJEURE

The courier agency shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.

In the event of any such intervening Force Majeure, the courier agency shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the courier agency shall hold consultations with each other in an endeavor to find a solution to the problem.

Under no circumstances the courier agency will be entitled to any compensation, damages or extra cost. Notwithstanding above, the decision of the Bank shall be final and binding on the courier agency.

14. RESTRICTION / SUSPENSION: The Bank reserves the right of restricting the courier agencies services at any stage and makes other arrangements for continuing the services after withdrawing such services from them or suspends the service.

The Bank shall have the liberty to omit, postpone or not to execute any service and / or any item of service and the courier agencies shall not be entitled to any compensation or damages for such omission, postponement, or non- execution except the charges which have become payable to them for the services actually rendered by them.

15. TERMINATION OR RECESSON OF AGREEMENT:

The Bank without any prejudices to its right against the courier agencies in respect of any delay or deficient service by notice in writing absolutely determine / suspend the contract in any of the following cases;

1. If the courier agencies being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a (Manager on behalf of the creditor shall be appointed or if circumstances shall arises which entitle the court or the creditor to appoint a receiver or Manager or which entitles the court to make up a winding order.
2. If the courier agencies is not pursuing the service with due diligence within the time lines committed or abandons the services or commits breach of any of the terms of the agreement and when the courier agencies has made himself liable for action under any of the cases aforesaid the Bank shall have powers:
 - a. To determine or rescind or suspend or terminate the agreement
 - b. To engage another courier agencies to carryout the balance service debiting the courier agencies the excess amount if any so spent.

In the event of the termination of the agreement by the Bank the courier agencies shall not be entitled to any compensation or damages by reason of such termination, but only to the charges for the service actually rendered, which have been duly approved by the Bank. The decision of the Bank as regards the actual service done and the amount of the charges due to the courier agencies on the basis of actual service / service done shall be final and binding on the courier agencies.

The courier agencies shall promptly notify the Bank of any change in the constitution of its/ his firm. It shall be open to the Bank to terminate the Agreement on the death, retirement, insanity or insolvency of any person being Director in the said firm, or on the addition or introduction of a new Director. But until its termination by the Bank as foresaid, this contract agreement shall continue to be in full force and effect, notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its Director or addition or introduction of any new Director. In case of death or retirement, the surviving or remaining Directors of the firm shall be jointly and severally liable for the due and satisfactory performance and for compliance of all the terms and condition of this contract agreement.

16. ABANDONMENT OF WORK :

If the courier agencies closes their business or abandons the service or if this agreement is terminated as provided for in clause 11 hereinbefore, the Bank shall be entitled to forfeit the Security deposit.

As a special case in case of proprietary firms and in case of death of the proprietor the forfeiture of Security deposit is waived.

17. ARBITRATION

That if any dispute, difference or question shall at any time arise between the parties in respect of the meaning or construction of this agreement, or covering anything therein contained or arising out of this agreement, or the validity of the enforcement thereof which cannot be settled mutually, shall within 30 days (or such longer period as may be mutually, agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to sole arbitration by a person selected by the courier agencies out of the panel of three names supplied by the Bank and appointed by THE ASSISTANT GENERAL MANAGER, PREMISES & ESTATE SECTION within 30 days from such selection by the AGENCIES.

The arbitration proceedings will be conducted in accordance with and be subject to the Indian Arbitration Act 1996 as amended from time to time and the decision of the arbitrator shall be final and binding on the parties.

The Arbitrator will have his seat at JAIPUR or at such places in India as decided by the appointing authority. The Arbitrator may, with the written consent of the parties, extend time for making and publishing the award.

The courier agencies shall continue to perform his duties with diligence notwithstanding the fact that the dispute has been referred to Arbitration or any dispute or difference has arisen.

It is also the term of the agreement that if the courier agencies does not make any demand for arbitration in respect of any item in writing within 90 days of receiving intimation from the Bank that the final bill is ready for payment, the claim of the courier agencies will be deemed to have been waived and absolutely barred and the Bank shall be discharged and released of all liabilities under the agreement in respect of these claims.

The court of jurisdiction shall be in Jaipur only.

18. PENAL CONDITION:

If service carried out by the courier agencies is found to be sub-standard or unsatisfactory , unduly delayed on his account, Bank suffers loss, does not maintain the confidentiality of the contents of the courier then the Bank shall report to IBA, the misbehavior of the courier agencies and IBA in turn may inform all the member Banks, other financial institutions , government departments after examining veracity of the Bank's version, not to deal with such courier agencies by way of punishment to him.

Signature of the Agency

Eligibility

S.N	Criteria	Documents Required
1.	The Courier Agency should have minimum of 5 years' experience.	Order copies OR satisfactory Service Certificates from the clients
2.	The applicant should be empanelled for similar type of service with Government Departments/PSUs/Banks/Reputed Private organizations Similar nature means providing courier service for transporting letter/documents within India	Certificate of completion from competent authority.
3.	The Courier Agency should have an Office in Jaipur	Proof of address with copy of Lease Agreement or proof of ownership.
4.	The applicant should be an Assessee of Income Tax and must be registered for GST. Should submit copy of the income tax PAN, GST details with valid registration number etc.	Copy of PAN CARD and GST Registration Certificate
5.	The applicant shall have arrangement for delivery of courier/parcels all over India	Declaration on letter head mentioning strategic partners for Pan India Delivery
6.	The Courier Agency should have the facility of Web-tracking of the Courier/Consignments	Display in Website:

PROFORMA - A

SUBJECT: Tender Document for Special Courier agencies for Circle Office Jaipur

6. APPLICATION FORMAT

1. Name of the Applicant : _____

Address : _____

Telephone Nos.

Office : _____
Residence : _____
Mobile : _____
Fax : _____
E-Mail id : _____

2. a) Status of the Firm
(Whether company/
Partnership / proprietary) : _____

b) Name of the Proprietor/ : I) _____
Partners/ Directors : II) _____
(With professional : III) _____
Qualifications, if any) :

c) Year of establishment : _____

3. Whether registered with : _____
Registrar of Companies/ firm :

If Yes, then Regn. No. & Date : _____
(Furnish copy)

4. Registration with various Authorities

8. What are your fields of activities? Mention the fields on preference basis

- 1) _____
- 2) _____
- 3) _____

9. Details of the works executed during the last 3 years (please mention only such works which qualifies for eligibility criteria)

SN	Name of Work	Work executed for (name of the organization with address, concerned office and telephone number)	Nature of work (in brief)	Location of the work	Actual Value of the works	Stipulated time for completion	Actual time for completion	If work left incomplete or terminated (furnish reasons)
1.								
2.								
3.								

Note: Copies of satisfactory completion certificate obtained from the client shall be enclosed.

10. Details of present works under execution (Enclose copies of work order Issued by clients)

SN	Name of Work	Work executed for (name of the organization with address, concerned office and telephone number)	Nature of work (in brief)	Location of the work	Actual Value of the works	Stipulated time for completion
1.						
2.						
3.						

11. Key personnel permanently employed In your organization :

S N	Name	Qualifications	Experience	Responsibility	Employed in your firm since	Any other information

12. Details of ex-employees of Canara Bank working in your organization:

S N	Name & Staff ID	Qualifications	Experience	Particulars of work done	Employed in your firm since	Any other information

13. Furnish the names of three responsible clients/ persons to whom the major works carried out by the applicant with address and telephone number who will be in a position to certify about the quality as well as past performance of your organization

NAME OF THE OFFICIAL	ORGANISATION & ADDRESS	CONTACT DETAILS

14. Furnish the details of litigation/ Arbitration cases resulting from the contracts executed in the last seven years or currently under execution in the following format:

YEAR	Award for or Against Applicant	Name of clients, cause of litigation and matter of dispute	Disputed Amount	Actual Awarded Amount

DECLARATION

1. All the information furnished by me / us here above is correct to the best of my knowledge and belief.
2. I / We have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / annexures.
3. I / We agree that the decision of CANARA BANK in selection of contractors will be final and binding to me / us.
4. I / We have read & fully understood the 'General rules and instructions' appended to the proforma and I / we understand that if any false information is detected at a later date the empanelment shall be cancelled at the discretion of the bank.

Place :

SIGNATURE OF APPLICANT

Date :

NAME & DESIGNATION
SEAL OF ORGANISATION

Checklist (To be filled by Applicants)

1.	Have you mentioned the category for which you have applied in the application form?	Yes/No
2.	Have you signed in all the sheets?	Yes/No
3.	Whether copy of PAN/GST/ Registration copy is enclosed?	Yes/No
4.	Whether enclosed proof for year of establishment?	Yes/No
5.	Whether proof for average annual financial turnover enclosed?	Yes/No
6.	Whether documentary proof for having undertaken the works is enclosed?	Yes/No
7.	If yes, No. of certificates enclosed	

LIST OF DOCUMENTS/ CERTIFICATES/ ANNEXURES ATTACHED:
(To be filled by Applicants)

S. No.	Description	Page No.

PROFORMA - B

To,
Assistant General Manager
Premises & Estate Section,
Canara Bank Circle Office
Jaipur -302006

SUBJECT: Tender Document for Special Courier agencies for Circle Office Jaipur

:: CONFIRMATION FOR ACCEPTANCE OF THE TERMS & CONDITIONS::

I/We have read and examined the Notice Inviting offer and all its components the draft agreement to be entered with the Bank and understood all other relevant particulars.

I/We are fully qualified to provide the courier services as per your requirement and have understood the scope of services, terms and conditions, Bank's time schedule.

I/We fully understand that you are not bound to accept the lowest or any offer you may receive.

I/We enclose herewith a Demand draft No..... of Bank for Rs /- towards the application fee.

I/We agree that until a regular agreement is executed, this document with the Bank written acceptance thereof shall constitute a binding contract between us.

DATE:

Signature of the Agency