

**EMPANELMENT OF DOMESTIC COURIER PROVIDER FOR THE BRANCHES /
OFFICES OF STATE BANK OF INDIA, CHANDIGARH CIRCLE**

TERMS & CONDITIONS FOR WORK OF COURIER AGENCY:

The successful agency shall be required to comply the following terms and conditions

1. All actions taken by State Bank of India (also hereinafter referred to as SBI or Bank) shall be binding and final. **The Bank reserves the right to reject any or all Bids without assigning any reason whatsoever.**
2. All prices quoted must be inclusive of all taxes and duties (except GST).
3. The terms and conditions provided in the Tender shall also be required to be complied with and will form part of these terms and conditions.
4. Conditional bid or any other bid which is not as per the terms and conditions of the Tender which is liable to be rejected.
5. Courier services shall mean collection of packets/parcels containing documents from all the branches/ offices of the Bank situated in the Chandigarh circle which at present cover the branches offices situated in the geographical area (including Rural and Semi urban centers) of State of Punjab, Haryana (except Faridabad, Gurugram and Sonipat Districts), Himachal Pradesh and Union Territories of Chandigarh, Jammu & Kashmir, and Laddakh and delivery to Bank's various offices / clients / customers etc., all over India, on Bank's working days during the Bank's / addressee's working hours on daily basis.
6. The delivery of packets/parcels collected from any of the branches/offices of the Bank will be made by the courier generally in the morning business hours on the next working day and in any case, not later than, two working days for packets / parcels meant for within the same city. The packets / parcels meant for delivery within the State of Punjab, Haryana, Himachal Pradesh UTs of Chandigarh and Jammu & Kashmir must be delivered within next 2 working days and Laddakh (UT) must be delivered within next 3 working days. Due to ongoing Covid 19 Pandemic subject to declaration of Govt. of India, delay of one day may be condoned for this specific period only.
7. The courier agency shall arrange for their accredited representatives for collection and delivery of packets/parcels, from and to, the Bank's branches/offices on all working days. The representative shall be provided with a suitable letter of authority/identity card (KYC of representative should be submitted with Branch

Head) / uniform without which they shall not be allowed to collect or deliver the packets / parcels and the liability for failure to provide service on the ground vests with courier agency. The representative shall acknowledge receipt of the packets / parcels delivered to him on a copy of the accompanying consignment note which will be retained by our consigner offices. For delivery of packets / parcels to our consignee offices, one copy of consignment note will be handed over to the addressee against acknowledgment on its other copy which will be retained by the courier Agency.

8. The courier agency shall ensure that the couriered packets / parcels are delivered at the proper place of addressee / consignee only against full signatures, designations and stamp with telephone numbers of the authorized representative of the addressee / consignee and obtain proof of delivery (POD) within specified time limit.
9. It shall be the absolute responsibility of the courier agency to ensure that the packets / parcels delivered to its authorized representative duly sealed, their packets / parcels or their contents are not tampered with / damaged in any manner whatsoever and the packets / parcels are not misplaced, lost or stolen and be delivered in the same condition as were accepted from consignor branch / office to the addressee branch at their door step / Inward counter. Courier Agency must ensure that delivery and pick up of packets / consignment at all District / Taluka / Semi urban town / cities daily. However, at small and Rural centers Courier agency must visit **thrice in a week mandatorily.**
10. The Courier agency awarded with the contract shall have to maintain a Bank account with SBI and must quote said account details viz. number, IFSC Code, PAN No., GST No. HSN No. and GST No. of Bank etc. in the bill and all the amounts payable by the Bank to the agency shall be credited by the Bank in the said Bank account. Similarly, any amount payable by such courier agency to the Bank shall be recovered by directly debiting to the said Bank account of the courier agency(s).
11. Invoices raised by Courier Agency(s), awarded with the contract shall only be accepted for payment.
12. The courier agency will enter into prescribed agreement with the Bank and shall also indemnify the Bank for **any loss, damage, charges and expenses as the Bank may suffer or caused or be put to or incurred** by the Bank due to delay, non-performance, mal-performance, non-delivery, tempering or damage to any packets / parcel or their contents etc. Such loss shall be as determined by the Bank, which shall be minimum of Rs.500.00. Further, in such a case, if the Bank suffers heavy losses, the agency has to compensate the Bank the actual cost / damage the Bank has incurred / paid, for each of the event of loss, damage etc.

as aforesaid, quantified by the officer designated. The quantum of loss as determined by the designated official shall be intimated to the courier agency and the courier agency shall **within a period of one month from the date thereof**, pay such determined amount to the Bank.

13. The courier agency shall be required to furnish, to the Bank, a Bank Guarantee of Rs.2,00,000/- (Rs. Two lakh only) having duration of contract period i.e. two years in the prescribed format issued by any Nationalized Bank excluding State Bank of India. The Bank may without prejudice to its any other rights against the Agency, may invoke the said guarantee in case of any breach of contract, deficiency in service, non-service or any breach etc. or for recovery of the liability determined under Clause herein above.
14. The courier agency shall submit their bills, on a monthly basis, at the respective Branch/Office from where consignments are collected, along with date wise collection and delivery details including proof of delivery (PODs) and charges thereof, which will be paid by that Branch / office within a week from the date of receipt of bill subject to its scrutiny and found to be in order. The Courier agency awarded with the contract shall have to maintain current account with SBI and have to quote their SBI account number, GST No. of Bank, and Agency PAN No., HSN No. in the bill, while submitting the monthly bill and all the payments shall be credited in the said account only. The bill must be of Courier Agency to whom the Contract has been awarded. No third-party bill shall be entertained for payments.
15. The delay in delivery of packets / parcels beyond the stipulated time, mentioned in clause (6) above except on account of circumstances beyond the control of the agency such as law & order, natural calamity, Covid-19 pandemic, Acts of God etc. the Bank may determine and impose penalty, as under, if it is not satisfied with the explanation tendered by the courier agency:
 - a. 50% cut in the charges payable for delayed delivery;
 - Up to 01 (one) day for local delivery in tricity i.e. Chandigarh, Panchkula and Mohali.
 - Up to 02 (Two) days in case of outstation delivery within states of Punjab, Haryana, Himachal Pradesh and UTs of Jammu & Kashmir except Panchkula and Mohali.
 - Up to 03 (Three) to 05 (five) days in case of Laddakh (UT) & outstation delivery in PAN India.
 - b. 75% cut in the charges payable for the delays beyond
 - 1 (One) day for local delivery in Tricity i.e. Chandigarh, Panchkula and Mohali.
 - 2 (Two) days in case of outstation delivery within states of Punjab, Haryana, Himachal Pradesh, UT Jammu & Kashmir except Panchkula and Mohali.
 - More than 05 days in case of Laddakh (UT) & in case of outstation delivery in PAN India.

- c. Non-collection of packet / parcel from Branches / offices on day to day basis as per terms of agreement shall attract penalty of Rs.100.00 (Rs. One hundred only) per day.
- d. Non-delivery/wrong delivery of packets / parcels shall attract penalty of Rs.100.00 (Rs. One hundred only) per packet / parcel in addition to actual loss, if any, suffered by Bank.
- e. In case Bank is required to make alternate arrangements, due to failure of service by the courier agency on any occasion, the entire cost of such alternate arrangement made by Bank shall be recovered from the courier agency.

The damages to the Bank arising out of improper deliveries / non-deliveries will be dealt with as per the terms and conditions specified in Clause 12 & 15 herein above.

16. The courier agency shall provide adequate number of consignment notes printed with its name and address of corresponding center which will be collecting the packets / envelopes from the respective branch / office of the Bank.
17. This agreement shall be valid for two years from the date of execution and may be extended, at the discretion of the Bank after review, till such further period as may be agreed upon between the parties. However, the Bank may for any reasons terminate the agreement prior to the period specified above or extension thereof, by giving two (2) months advance written notice to the courier agency by Registered Post or registered email id on the address provided in this agreement. The courier agency may also terminate the agreement by giving 3 (three) months' advance written notice to the Bank. The termination of the agreement, as aforesaid, shall not absolve the courier agency from its liability regarding delivery of the packets already entrusted to them or any other claims lodged / contemplated, in terms of Para 6, 12 & 15 above.
18. The number of branches / offices, as agreed to, may be added or deleted from time to time, in the agreement under the same terms and conditions on one month's notice from the Bank to the courier agency. In case of addition the courier agency shall make appropriate arrangement for providing services to such branches/offices.
19. The courier agency shall have **an effective on-line tracking system** and shall implement the same to know the status of each document and advising our concerned branch / establishment in case of need regarding the status / location of the consignment sent. In case of need by written request of branch / office, they shall provide the details of delivery. The Agency should maintain the record of minimum one year from the date of collection and delivery of packets/parcels.
20. The courier agency shall be required to abide by all the Govt. Rules / Labour laws and other regulations in force relating to their carrying on the business of courier

agency and Bank shall not be liable for violation of any such rules, regulations, by reasons of having entrusted to the agency the work referred to in this Agreement. The Courier Agency shall also declare that they have the required permission and authorization by statutory or other authorities for carrying on of the said business and or rendering services to their customers thereon.

21. The Agency shall be responsible for compliance to the provisions of various labour and industrial laws relating to the personnel deployed by Courier Agency for the purpose at premises of Bank Branches / offices or for any accident caused to them, the Bank shall not be liable to bear any expense in this regard. **Vendor should take all preventive measures to protect from the disease while carrying out the work as well as abide by all Govt. Covid-19 Protocols issued from time to time.**
22. No request for making advance payment on any ground shall be entertained.
23. The TDS of Income Tax as applicable shall be made from the bill unless exempted by the Income Tax Department. In case of exemption, documentary evidence has to be provided.
24. In case of any dispute, the jurisdiction shall be vested with the Court at SAS Nagar (Mohali) Punjab.
25. The Courier agency shall ensure absolute security, safety, secrecy and confidentiality of the documents.
26. The couriers shall be required to execute any further documents(s) as may be required by the Bank.
27. The courier agency shall be in position to commence the work under this Tender within two weeks from the date of awarding contract.
28. The agreement for courier services may be terminated by Courier Agency by giving three months' notice to the Bank expressly informing the intention to terminate the contract. In that event the Courier Agency shall pay to the Bank Rs 1 lakh (Rupees One lakh only) before expiry of the period specified in termination notice failing which Bank shall be liable to invoke the Bank guarantee or appropriate said amount from the security deposit. Under no circumstances, agreement can be terminated without notice. In the event courier agency terminates the contract or stops rendering service without any notice, the security deposit of the agency shall be forfeited by the Bank or the Bank Guarantee shall be invoked by the Bank, which shall be binding to the courier agency. Bank may terminate the contract by giving two month's notice to the Courier Agency, without assigning any reasons. However, in the event the contract is being terminated for

deficiency in service on the part of the courier service and continuing the contract with courier agency likely to jeopardize the interests of the Bank, the contract may be terminated forthwith without notice. In the event of Bank terminating the contract, Bank shall not be liable for any payment / cost / compensation etc. to the courier agency.

I/We hereby declare having read, understood and accept all the terms & conditions as mentioned above.

Place:

Signature

Date:

Authorized Signatory with Seal

N.B.: the above declaration, duly signed by Bidder/agency in token of having their acceptance of tender conditions.