449/23 rd DIR (Admin) 22/07/23

MOST URGENT/TIME BOUND

To be uploaded on website on 24.07.2023

## IN THE HIGH COURT OF DELHI AT NEW DELHI

No. <u>23196/x</u>/R&D/DHC

Dated <u>21/07/2023</u>

From:-

The Registrar General High Court of Delhi New Delhi

- 1. To All Principal District & Sessions Judge.
- 2. To All Principal Judges Family Courts.

To Delhi Judicial Academy.

4. To Delhi State Legal Service Authority.

Sir/Madam

I am directed to forward herewith approved Tender Notice for inviting tenders for Courier Services alongwith terms & condition as well as proforma to be submitted by the tenderers as provided in the Rules, for uploading the same on your official website on dated 24/07/2023 as per the minutes of the Recommendation DIR (Administration)

WRGENT PL

AOJ (R&D)

FOR REGISTRAR GENERAL Committee dated 12/07/2023 duly approved by the Hon'ble Chief Justice. THIS MAY BE TREATED AS MOST URGENT.

### HIGH COURT OF DELHI, AT NEW DELHI

### DESPATCH BRANCH

Last date of submission of tender: 22.08.2023 up to 5 p.m.

No  $\frac{33|98}{x}$  Dispatch/DHC Dated  $\frac{31}{07}$ 

# NOTICE INVITING TENDER FOR COURIER SERVICES

Sealed tenders are invited, as per Performa attached to the terms & condition enclosed herewith, from reputed firms, companies or other Body Corporate in the field of courier services for awarding of contract for Courier Services for delivery of letters, notices/summon, parcel etc. dispatched from High Court of Delhi to every nook and corner of the country and outside India.

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

Interested parties may send their sealed tender in two separate sealed envelopes, one for submitting the tender and another containing Earnest Money, on each envelope superscribing (i) Tender for Courier Services and (ii) Earnest Money for Courier Services addressed to the Registrar (R&D) so as to reach on or before 22<sup>nd</sup> August, 2023 up to 5 p.m which will be opened at 12.30 p.m. on the next working day i.e. 23<sup>rd</sup> August, Wednesday in the chamber of Registrar General first floor A-Block for the purpose before the tenderers or their authorized representatives who may wish to remain present at the opening of the tender. The tenders received after due date and/or time and/or without Earnest Money shall not be entertained.

Registrar (R&D)

Room No.101, first floor, A-Block, Delhi High Court,

New Delhi.

#### TERMS AND CONDITIONS

- 1. The tenderer shall be required to furnish details about his present business, permanent address, complete networking in the country and outside India, audited accounts for the past three years, experience in the field of courier services and list of valued/important clients and litigation, if any, pending before any of the Courts in Delhi in which it is a party, compulsorily as per Annexure 'A'.
- Two separate sealed envelopes should be used for submitting (i) tender and (ii) earnest money, on
  each envelope superscribing (a) Tender for Courier Services, and (b) Earnest Money for Courier
  Services.
- 3. The tenderers are required to quote their lowest competitive rates for courier services to be provided throughout India and outside india. Separate rates may be quoted for local delivery, NCR, inland delivery outside Delhi/NCR and delivery in other countries.
- The rates quoted by the tenderer for courier services should be valid for a period of one year from the date of acceptance.
- 5. The tenderers are required to send their tender along with a demand draft of Rs.20,000/- (Rupees twenty thousand only) drawn in favour of the "Registrar General, High Court of Delhi" as earnest money, which will be refunded to the unsuccessful tenderers on their written request with respect thereto. Name of the firm, telephone number and 'Courier Services' may be written on the reverse side of the demand draft.
- 6. The successful tenderer shall have to deposit Rs.40,000/- (Rupees forty thousand only) as Performance Security Deposit within one week from the date of receipt of acceptance letter after adjusting Rs.20,000/- 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. The number of letters, notices/summons, parcels may decrease/increase depending upon the exigency/requirement and all the letters, notices/summons/ parcels may not necessarily be sent through courier.
- 8. The Courier will be solely responsible for the safety and security of the documents/goods to be delivered by them.
- Payment of the work done shall be made on monthly bill basis after presentation of the bill subject to submitting proof of delivery or returned envelope to this Court.
- 10. The service provider will have to necessarily furnish proof of delivery in case of served processes with legible signatures of the recipient or return envelope with a proper report in legible handwriting in case of unserved process within a period of 30 days, under acknowledgement from the Registry. 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 unserved article.
- 11. The proof of delivery would be signed by the person who had delivered the post and also counter signed by the responsible officer of the Courier posted at the counter located in the Court's complex.
- 12. With every proof of delivery returned after the service of postal article, the responsible officer, appointed to manage its counter in the Court's complex, 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 approved by the Registrar General.

- 13. No Charges shall be paid to the service provider if neither proof of delivery nor unserved letter, notice/summon or parcel is returned back to this court under acknowledgement within stipulated period and/or the delivery was not effected without valid reason within stipulated period.
- 14. There shall be a penalty of Rs25/- upon the courier for each consignment for which neither satisfactory proof of delivery nor returned envelope is provided back to this court within 30 days from the date of dispatch and the same will be deducted from the bill of current or coming month/security deposit.
- 15. The courier shall have to collect envelopes from and provide proof of delivery/unserved envelope to Dispatch/Establishment section of this court under acknowledgement.
- 16. The Service provider shall necessarily have to accept, for delivery, all the envelopes/letters/parcels etc. Which, in the opinion of the concerned Registrar, High court of Delhi, bear adequate address of the consignee. The Registry will deal with the tenderers directly and no middleman/agent/commission agents etc. should be asked by the tenderers to represent their cause and they will not be entertained by the Registry.
- 17. The Registry reserves the right to reject or accept any or all the tenders, wholly or partly, without assigning any reason therefor.
- 18. 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.
- 19. Even after awarding the said contract, the High Court reserves the right to terminate the same, if the services of the contractor are not found satisfactory, or that instances covered by clause 14 are exceptionally high during any given period, or in case of deficiency of service, and to entrust the work to another contractor, and to recover the entire expenses for tender from the contractor who committed default.
- 20. The High Court also reserves the right to terminate the contract if it considers so necessary for any administrative reasons.
- 21. The tenderers shall give an undertaking that they shall comply with all the conditions as laid down by the Delhi Courts Service of Process by Courier, Fax and Electronic Mail Service (Civil Proceedings) Rules, 2010 as notified vide No. 70/Rules/DHC dated 09.02.2011.

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

1.	Name	of the	Courier	Service:

- 2. Postal Address:
- Mobile/Phone number with the name of the contact person :
- Permanent Address:
- Details of litigation, if any, pending before any of the Courts in Delhi in which it is a party:
- 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:
- Period from which you have been running Courier Services:
- Whether capable to deliver letters, notices/ summons, parcels etc. in far flung/remote areas in the country and outside India:
- 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):

S. No.	Destination	Upto 250 gms	Upto 500 gms	Above 500 gms
1.	Local			
2.	National Capital Region (NCR)		400 mm/44/4 2 40 to -72	
3.	Punjab			
4.	Haryana			- •
5.	Rajasthan			
6.	Chandigarh			
7.	Rest of India Outside India		ļ. — · · ·	

- 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 years:

SIGNATURE	 							•	
(with date)	 								
Name	 								
Designation					 				

(Rubber stamp of the Company)