

Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687716202063

Contract Generated Date | अनुबंध तिथि: 11-Jan-2024

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/4267587](#)

Organisation Details संगठन विवरण	Buyer Details खरीदार विवरण
Type प्ररूप: Central PSU Ministry मंत्रालय: Ministry of Petroleum and Natural Gas Department विभाग: Balmer Lawrie and Company Limited Organisation Name संगठन का नाम: Balmer Lawrie and Company Limited Office Zone कार्यालय क्षेत्र: EAST	Designation पद: Deputy Manger LS Delhi Contact No. संपर्क नंबर: 011-42524167-167 Email ID ईमेल आईडी: lata.p@nic.in GSTIN जीएसटीआईएन: 07AABCB0984E1ZX Address पता: Balmer Lawrie & Co. Ltd., 1st Floor, NBCC Centre, Plot No 2, Community Centre, Pocket A, Okhla Phase I, Okhla Industrial Area, Delhi-110020, SOUTH EAST DELHI, DELHI-110020, India

Financial Approval Detail वित्तीय स्वीकृति विवरण	Paying Authority Details भुगतान प्राधिकरण विवरण
IFD Concurrence आईएफडी सहमति: No Designation of Administrative Approval प्रशासनिक अनुमोदन का पदनाम: Head Logistics Designation of Financial Approval वित्तीय अनुमोदन का पदनाम: Chief Manager	Role: PAO Payment Mode भुगतान का तरीका: BalmerLawrie Designation पद: Asst Manager AF LS Delhi Email ID ईमेल आईडी: agarwal.a@balmerlawrie.com GSTIN जीएसटीआईएन: 07AABCB0984E1ZX Address पता: Balmer Lawrie & Co. Ltd., 1st Floor, NBCC Centre, Plot No 2, Community Centre, Pocket A, Okhla Phase I, Okhla Industrial Area, Delhi-110020, New Delhi, DELHI-110020, India

Consignee Details परेषिती विवरण		
S.No क्र.सं.	Consignee Name & Address परेषिती नाम & पता	Service Description सेवा विवरण
1	Contact संपर्क: 011-42524167-167 Email ID ईमेल आईडी: lata.p@nic.in GSTIN जीएसटीआईएन: 07AABCB0984E1ZX Address पता: Balmer Lawrie & Co. Ltd., 1st Floor, NBCC Centre, Plot No 2, Community Centre, Pocket A, Okhla Phase I, Okhla Industrial Area, Delhi-110020, SOUTH EAST DELHI, DELHI-110020, India	Goods Transport Services - Packaging

Service Provider Details सेवा प्रदाता विवरण	
GeM Seller ID जेम विक्रेता आईडी: CA7F200001510203 Company Name कंपनी का नाम: VIKAS EXCELLENT ROAD LINES Contact No. संपर्क नंबर: 09030936925 Email ID ईमेल आईडी: vikaserl@yahoo.com Address पता: Plot No. 11/A, Shop No. 3, Teachers Gun Rock Colony, Military Dairy Farm Road, Hyderabad, TELANGANA-500015, - MSME Registration number एमएसएमई पंजीकरण संख्या: UDYAM-TS-09-0003990 MSE Social Category एमएसई सामाजिक श्रेणी: SC MSE Gender एमएसई लिंग श्रेणी: Male GSTIN जीएसटीआईएन: 36AAJFV9282A2ZW	

*GST / Tax invoice to be raised in the name of | जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Buyer

Service Details | सेवा विवरण

Service Start Date (latest by) | सेवा प्रारंभ दिनांक (नवीनतम): 12-Jan-2024 Service End Date | सेवा समाप्ति तिथि: 11-Mar-2024

Category Name | श्रेणी नाम: Goods Transport Services - Packaging

Billing Cycle बिलिंग चक्र: monthly		
Description विवरण	Total number of Standardized Packages/ Total volume of goods in cubic feet	Rate per cubic feet/ per package
Type of Cargo	Heavy Machinery	
Type of Long term packaging	defined in tender document	
Type of Shipping	Inter State from one State/ Union Territory to another State/ Union Territory	
Packaging Material provisioning	Provided by Service Provider	
Mode of Shipping	Road Freight	
Type of Load secured	defined in tender document	
	1	1590750

packaging			
Fragile Goods	NA		
Types of corrosion preventive packaging	defined in tender document		
Types of packaging material	defined in tender document		
Fumigation Required	NA		
Goods(product) in standard packages	Yes		

Total Amount (Formula) कुल राशि (रु०) : (Total number of Standardized Packages/ Total volume of goods in cubic feet*Rate per cubic feet/ per package)	
Total Value without Addons ऐडऑन के बिना कुल मूल्य (INR)	1590750
Total Addon Value कुल ऐडऑन मूल्य (INR)	0
Total Value Including Addons ऐडऑन सहित कुल मूल्य (INR)	1590750
Amount of Contract अनुबंध की राशि	
Total Contract Value Including All Duties and Taxes सभी शुल्क और करों सहित कुल अनुबंध मूल्य (INR)	1590750

Price Break up offered | मूल्य विभाजन की पेशकश की : [Price Break up offered Document link](#) | [प्राइज़ ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक](#)

SLA Details | एसएलए विवरण

SERVICE LEVEL AGREEMENT SPECIAL TERMS AND CONDITIONS FOR PACKAGING SERVICES

1 Preamble

This Agreement represents the Special Terms and Conditions (STC) and Service Level Agreement (SLA) between the Buyer and Packaging Service Provider. Service Provider will provide packaging service of various type of goods/cargo via road where the transport route including Point of Pick-up (POP) to Point of Delivery (POD). This Agreement outlines the scope of work, buyer's obligations, special terms and conditions related to service delivery and payment of services for mutual understanding of the stakeholders. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:

- i. General terms and conditions for Services;
- ii. Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service;
- iii. BID / Reverse Auction specific ATC.

The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersedes GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider. The service will be provided in bid only mode.

2 Objectives and Goals

The objective of this agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:

1. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
 2. Present a clear, concise and measurable description of services offered to the buyer
- Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
1. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.

3 Parties to the Agreement

The main stakeholders associated with this agreement are below-

1. **Buyer:** Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
2. **Service Provider:** Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders have read and understood the same before signing the document.

4 Scope of Services

The scope of Packaging Service is to protect the product/ goods from being damaged during shipment. Packaging that is inadequate to protect the product will create costs associated with damaged or destroyed product; on the other hand, packaging that offers more protection than is necessary will result in higher than necessary logistics costs.

The buyer can choose various customizations like type of shipping, mode of shipping, type of cargo, fragile goods, fumigation requirements, total volume of goods, packaging materials, provider of packaging material, along with add ons like dismantling, Screw/ Pully Lifting, Civil Work.

4.1 Service Details and Standards

1. Service provider shall abide at all times by the all existing labor enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labor law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labor law in future either by the State or the Central Government or the local authority
2. The manpower working should maintain polite and courteous behavior towards the buyer. "Misbehavior" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by user, use of abusive language, theft, shall attract penalties as per provisions of the contract.

4.2 Service Assumptions

1. The Service Provider shall not sublet any part of the Contract. The Service Provider shall be responsible and liable to deliver the services as per the contract including the manpower.
 2. Least turn around time; and scheduling supply of Goods.
- The Service Provider is required to package the Goods as per the Buyer's requirement, as indicated in the contract.
1. Selected Service Provider will work with the Buyer to determine any required modifications/ amendments to render Packaging Service.
 2. Seamless coordination in terms of packaging from point of dispatch to point of receiving of goods.

5 Service Provider's Obligation

1. The Service Provider shall not transfer or assign or sublet any part of the service once agreed or any share or interest here in any manner or degree directly or indirectly to any person, firm or corporation whatsoever.
 2. The Service Provider should cater to the requirements in compliance to the selected specifications by the Buyer for Packaging services.
- Ownership of packaging material should be in possession of Service Provider by way of in own name.
1. The Service Provider shall forthwith communicate to the buyer in writing regarding any change in the company structures and/or any other factors which it considers relevant to the services being provided or its legal position, failing which the buyer shall have no responsibility or liability for any action taken on the strength of the said documents.
 2. The Service Provider shall ship packaged Goods or material within timelines set forth by the Buyer. If a product/ Goods cannot be packed within that time, the Service Provider shall notify the Buyer placing order as to why the Goods has not packed and shall provide an estimated date.
 3. The Service Provider shall always be absolutely liable, regardless of accident or negligence, for any loss or damage to the property of the Buyer while said property is in possession of the Service Provider.
- Shortages/ Breakages: Liability on shipments from any designated warehouse/ consignee location will be as follows:
 - o The Packaging Service Provider is responsible for damaged merchandise/ Goods received by a store (Point of delivery) at the time of delivery and for shortages from the trailers arriving at stores/ consignee with broken trailer seals.
 - The Service Provider is responsible for and shall assume all risk and liabilities relating to its personnel and property.
1. Buyer shall under no circumstances be made liable or responsible by the Service Provider to pay compensation that may be awarded by Motor Accident Claim Tribunals in respect of accidents.
 2. Service Provider shall have no claim on account of any expenditure incurred by them other than specifically agreed to in the Contract. The Service Provider shall not be entitled for any advance on account of work to be undertaken by them.
 3. The Service Provider shall bear the cost of the manpower including his wages, daily allowance, etc.
- The Service Provider shall not employ any person as a manpower for operations who was earlier removed or dismissed for having criminal background. The manpower shall know to read and speak English and Hindi languages. The Police verification of manpower will be done prior to execution of contract and document to this effect submitted to the office of Buyer.
 - The Service Provider represents and warrants the accuracy of any information or data provided to Buyer for the purpose of entering into this contract as well as the quality of the deliverables foreseen under this contract, in accordance with highest industry and professional standards.
 - The Service Provider shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
1. All operations of the Service Provider, including without limitation, storage of equipment, materials, supplies and parts, within Buyer premises or on Buyer property shall be confined to areas authorized or approved by Buyer. The Service Provider's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within Buyer premises or on Buyer property without appropriate authorization from Buyer.

6 Buyer's Obligations

1. Buyer will issue all required documents within reasonable time required for packaging of goods
2. Buyer shall allow the Service Provider to visit the site or premises
3. Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

7 Service Tracking

Tracking of services ensures quality of service delivery in time bound manner, effective service tracking helps in analyzing Service Provider's performance as well as Buyer's timely inputs for services and leads to immediate actions against the defaulters if any. Service tracking shall be mandatory for the both Buyer and Service Provider, non-tracking of the same may lead to a fine/ penalty on either party.

7.1 Logbook

1. The service provider shall maintain registers and checklists for each activity and the work done by each of the personnel shall be recorded on a Job Card, duly signed by the buyer's representative. Service provider shall also submit a duly signed comprehensive report every month, detailing the services performed during the month.
2. The service provider shall thereafter update the logbook on the GeM portal as per the logbook process flow.
 - Once the service provider updates the logbook online, the Buyer shall either accept or reject these entries within the prescribed time lime. The buyer will also record the any service non delivery or non-performance issues, and subsequent penalties Failure to takeaction on logbook entries updated by service provider shall be deemed as accepted
1. The Service Provider can raise an issue against the rejection of any entry by the buyer within prescribed timelines of such rejection with the designated representative of the Buyer.

7.2 Service Performance and Feedback

1. The principal point of contact for the issues arising out of this agreement will be the service provider or a designated representative who shall be any employee of the Service Provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the service provider shall be solely responsible for maintaining the quality and level of service provided.
2. The Service Provider shall maintain a compliant register at the premises for the complaints by the buyer.

8 Penalties and Fine

In case of noncompliance of the standards of the services to be provided as per this agreement, the buyer would be at liberty to levy such penalty and terminate the contract. The maximum cumulative penalty on all the occasions put together shall not exceed 10% of the contract value and exceeding the limit is liable for cancellation of the contract.

#	Events	Penalties
1	Liquidated Damages	Recovery from the transporter as liquidated damages will be calculated @ 1.0% of the trip costfor each day of delay subject to the maximum of 15% of the trip cost.

9 Payment Terms

This section provides details about the terms and conditions of payment towards the services, it may also include deduction of payment in case of faulty service. Some notable points under payment terms are-

9.1 Payment Condition

1. The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.
2. No advance payment shall be made to the Service Provider.
 - The price quoted shall cover all aspects of service delivery.

9.2 Payment Cycle

1. Payment shall be made once the Service Provider submits the invoice for the same as per the prescribed process flow.

2. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook and service feedback.

9.3 Payment Process

1. Payment shall be made only after submission of invoices, logbook, service feedback, non-submission of the same may lead to delay/ deduction in payment.
 2. All the penalties/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.
 3. The contract amount will be generated based on the estimated quantity (KMS/MT/trip) to be hired during contract period and the payment to the service provider will be made based on the actual usage during contract period.
- Payment will be made through bank transfer only, in no circumstance cash/ cheque payment will be made.

10 Amendment of Contract

During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require to amend the Agreement, some of such conditions may be as followed-

1. *Amendment of the Contract after event of Force Majeure:* In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.
2. *Amendment in statutory variations:* All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.

11 Termination of Contract

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

1. *Mutual consent:* The contract may be terminated based on mutual consent in case the services are no longer required by the Buyer. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.
 2. *Breach of contractual obligations:* Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.
- *Breach of SLAs:* The contract may also be terminated if i) the cumulative penalties rise to 10% of the contract value ii) repeated breach of any SLA beyond 3 instances as per buyer discretion.

However, termination of this Contract shall not affect any accrued rights or remedies of either party.

Additional Required Data/Document(s) : Buyer | अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार

1. Scope of Work : [click here](#)

Additional Data/Document(s) : Seller | अतिरिक्त डेटा/दस्तावेज़ : विक्रेता

1. Certificate (Requested in ATC) : [click here](#)
2. Turnover As Requested By Buyer : [click here](#)

Price Bifurcation Excel File details | मूल्य द्विभाजन एक्सेल फ़ाइल विवरण: [Price Bid](#)

ePBG Detail | ईपीबीजी विवरण

Advisory Bank सलाहकार बैंक :	Indusind bank
ePBG Percentage(%) ईपीबीजी प्रतिशत (%) :	3.00
The bidder shall furnish ePBG as applicable as per bid's terms and conditions बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा	

Terms and Conditions | नियम और शर्तें

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

Note: This is system generated file. No signature is required.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।