

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687755934766

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

<b>संगठन विवरण   Organisation Details</b>	<b>खरीदार विवरण   Buyer Details</b>
प्ररूप   Type : State Government	पद   Designation : BRC DUBAULIYA Basti
मंत्रालय   Ministry : -	संपर्क नंबर   Contact No. : 05542-999999-
विभाग   Department : Basic Education Department Uttar Pradesh	ईमेल आईडी   Email ID : con2.bed.basti@gembuyer.in
संगठन का नाम   Organisation Name : N/A	जीएसटीआईएन   GSTIN : -
कार्यालय क्षेत्र   Office Zone : Director Basic Education, Lucknow	पता   Address : BRC DUBAULIYA, vill and post-dubauliya Bazar Basti 272131, BASTI, UTTAR PRADESH-272131, India

<b>वित्तीय स्वीकृति विवरण   Financial Approval Detail</b>	<b>भुगतान प्राधिकरण विवरण   Paying Authority Details</b>
आईएफडी सहमति   IFD Concurrence : No	Role: BUYER
प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: BEO	भुगतान का तरीका   Payment Mode: Offline
वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: AAO Basti	पद   Designation : BRC DUBAULIYA Basti
	ईमेल आईडी   Email ID : con2.bed.basti@gembuyer.in
	जीएसटीआईएन   GSTIN : -
	पता   Address: BRC DUBAULIYA, vill and post-dubauliya Bazar Basti 272131, Basti, UTTAR PRADESH-272131, India

<b>परिषिती विवरण   Consignee Details</b>		
क्र.सं.   S.No	परिषिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : 05542-999999- ईमेल आईडी   Email ID : con2.bed.basti@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : BRC DUBAULIYA, vill and post-dubauliya Bazar Basti 272131, BASTI, UTTAR PRADESH-272131, India	Goods Transport Service – Per KM Based Service - Household/Office; Closed Body LCV Truck; 10 FT LCV

<b>सेवा प्रदाता विवरण   Service Provider Details</b>	
जेम विक्रेता आईडी   GeM Seller ID : C4CQ240010976120	कंपनी का नाम   Company Name : SHANTI ENTERPRISES
संपर्क नंबर   Contact No. : 09839972784	ईमेल आईडी   Email ID : vinay.basti@yahoo.in
पता   Address : 0,BANSI ROAD,GANDHI NAGAR,BASTI, Basti, UTTAR PRADESH-272001, -	एमएसएमई पंजीकरण संख्या   MSME Registration number : -
जीएसटीआईएन   GSTIN: 09BJDPS7284R1Z1 (R)	

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

<b>सेवा विवरण   Service Details</b>	
सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by): 12-Apr-2024	सेवा समाप्ति तिथि   Service End Date : 12-Apr-2024

श्रेणी नाम   Category Name : Goods Transport Service – Per KM Based Service	
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<b>बिलिंग चक्र   Billing Cycle: weekly</b>			
विवरण   Description	Running Kilometres	Rate per KM inclusive of GST	
Nature of Goods	Household/Office	1,460	34
Type of Truck	Closed Body LCV Truck		
Size / Weight of vehicle	10 FT LCV		
Type of Travel	Outside city within state		
Km Range	More than 450 Km		

कुल राशि (सूत्र)   Total Amount (Formula) : (Rate per KM inclusive of GST*Running Kilometres)	
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	49640
कुल ऐडऑन मूल्य   Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	49640.00

<b>अनुबंध की राशि   Amount of Contract</b>	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)	49640

<b>एसएलए विवरण   SLA Details</b>	
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# 1 Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the buyer and Goods Transportation service provider. Service provider will provide transportation of various type of goods/cargo via road where the transport route including Point of Pick-up (POP) to Pont of Delivery (POD) is known all around the county for the required Truck per trip. 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:

1. General terms and conditions for Services;
2. Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service;
3. 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

This service deals with transportation of various type of goods/cargo via road where the transport route including Point of Pick-up (POP) to Pont of Delivery (POD) is known all around the county for the required Truck per trip. The Transportation cost per trip for the truck is for the specified Destination (Pick up and Drop Location) as determined by buyer.

**Nature of Goods:** Under this Service Buyer can transport their Goods based on the selection from the pre-defined list which include Household/Office, Agricultural, Petroleum/Oil, Open Gas, Packed Gas, Packed Water, Packed Milk, Open Water, Open Milk, Food Grains, Vegetables, Meat, Construction Material, Vehicles, Textile Goods, Machinery & Equipment, Dangerous/hazardous, Fragile, Foods Items, Cotton, Livestock, Coal/As, Oil And Gas for Goods like Valuable goods requiring High Security, Heavyweight/Over Dimensional Cargo and customized goods buyer has to specify the other details required.

**Transport Route:** Under this service based on the Trip for Transporting Goods buyer has to determine the Point of Pick-up (POP) to Pont of Delivery (POD) for the Truck under which buyer should know the complete start and end location address along with State, City & Pin code

**Types of Truck:** Under this service there are multiple Type of trucks based on their carrying capacity and dimensions which buyer require and also buyer can opt for customized is the required truck is not in the predefined list. Under Predefined list following trucks are mentioned in the service - Pickup Truck, Open Body LCV Truck, Open Body Taurus, Closed Body LCV Truck, Containerized Truck, Cement Mixer, Refrigerated Truck, Milk Tank Truck, Water Tank Truck, Tipper/Dump Truck, Platform Truck, Flatbed Truck, Oil/Gas Tanker Truck.

**Loading:** Under this Service Buyer other than Transporting the goods can also ask for additional service for loading of Goods in the truck from the pickup location.

**Unloading:** Under this Service Buyer other than Transporting the goods can also ask for additional service for unloading of Goods from the truck to the delivery location.

**Tracking System (GPRS):** Under this Buyer can ask for the tracking option for the Truck which is carrying their Goods.

**Transit Insurance:** For every Nature of goods buyer can choose for the Transit Insurance under which their goods while be insured for the transportation based on the Terms and Condition defined in the Service Level Agreement.

**Customization during Bid:** For the Various parameters that need to added in the bid required details from the buyer are as follows

At this stage of the bid, the buyer while selecting the Transit Insurance option in Add ons then following details to be provided by Buyer

For Transit Insurance

1. Nature of Goods with all the specifications -
2. Determine the State of Goods for Insurance -
3. Value of Goods -

While choosing Valuable goods requiring High Security in Nature of Goods then following details to be provided by Buyer

Under Nature of Goods for Valuable goods requiring High Security

1. Scope of Service -
2. Service Provider Responsibility -
3. Buyer Responsibility -
4. Size of Goods -
5. Weight of Goods -

While choosing Heavyweight/Over Dimensional Cargo in Nature of Goods then following details to be provided by Buyer

Under Nature of Goods for Heavyweight/Over Dimensional Cargo

1. Scope of Service -
2. Service Provider Responsibility -
3. Buyer Responsibility -
4. Size of Goods -
5. Weight of Goods -

While choosing Customized in Nature of Goods then following details to be provided by Buyer

Under Nature of Goods for Customized

1. Scope of Service -
2. Service Provider Responsibility -
3. Buyer Responsibility -
4. Size of Goods -
5. Weight of Goods -

#### 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 deployed should maintain polite & 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 may act as an aggregator of manpower to be provided. However, it is the Service Provider who shall be responsible and liable to deliver the services as per the contract.
2. Sufficient availability of the Transport for supply of Goods or materials
  - Least turnaround time; and scheduling supply of Goods;
1. The Service Provider is required to transport the Goods as per the Buyer's requirement, as indicated in the contract
2. Selected Service Provider will work with the Buyer to determine any required modifications/ amendments to render Goods Transport Service.
3. Seamless coordination in terms of transport from point of dispatch to point of delivery of goods
  - All vehicles required for operations shall be mounted with GPS Tracking System.

### 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 Goods Transportation services.
  - The Service Provider must own vehicles as per the buyer's requirement with necessary documents viz -a- viz license, registration & road permit in their name to facilitate quick transportation.
  - The contract price is inclusive of all applicable taxes, duties, and local levies if any. However, Toll charges/Tax paid by the service provider for road movement will be reimbursed by the buyer on production of supporting documents.
1. Ownership of vehicle means transportation vehicle should be in possession of Service Provider by way of in own name or have irrevocable power of attorney of vehicle in the name of Service Provider to operate.
2. The cancellation of any documents such as Power of Attorney, partnership deed, etc. shall forth with be communicated to the buyer in writing by failing which the buyer shall have no responsibility or liability for any action taken on the strength of the said documents.
3. The Service Provider shall ship ordered Goods or material within timelines set forth by the Buyer. If a product/ Goods cannot be shipped within that time, the Service Provider shall notify the Buyer placing order as to why the Goods has not shipped and shall provide an estimated shipping date. At this point the Buyer may cancel the order if estimated shipping time is not acceptable.
  - It is the responsibility of the transportation Service Provider to confirm what product has been loaded on his truck and the condition of that product. Once the product is accepted by the transportation Service Provider, the transportation Service Provider is responsible for this load until it is delivered and accepted by store personnel. In each case, a bill of lading/ waybill will be used as a receipt of shipment.
  - The Service Provider shall be absolutely liable at all times, 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.

1. Shortages/ Breakages: Liability on shipments from any designated warehouse/ consignee location will be as follows:
  - o The transportation 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.
  - o In case of any failure of truck/ trailer in transit, wherein time to reach the destination is likely to exceed the time allowed as above, the Service Provider should report the matter to designated authority of buyer, so that if required buyer may arrange its own transport at Service Provider's risk & cost.
2. The Transport vehicles hired must have all valid documents and comply with the specification as enumerated as latest emission standard.
3. The Service Provider shall submit with Buyer the list of transport vehicles and their details.
  - The Service Provider is responsible for and shall assume all risk and liabilities relating to its personnel and property.
  - The Service Provider has to ensure that vehicle to be used for Goods transportation shall not breakdown due to diesel/petrol and lubricant shortage whilst the vehicle in operation for the whole day.
  - The Service Provider shall cover his/her vehicle under comprehensive insurance from any insurance company during the contract period at his/her cost. The Service Provider will also arrange Transit Insurance for the goods to be transported if desired by the buyer. The buyer will reimburse transit insurance cost as per actual. The value of goods for the purpose of Transit Insurance will be given by the buyer. The Service Provider must ensure that the insurance policy should always remain in force during the operations/ contract period. Further, without prejudice to above; the Service Provider indemnify the Buyer for all accident compensation claims if lodged against Buyer.
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.
  - 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.
  - The Service Provider has to provide the vehicle with driver possessing valid driving license and Certificate of medical fitness of driver from competent authority. The driver shall follow the instructions of the Buyer.
  - The Service Provider shall bear the cost of the driver including his wages, daily allowance, etc.
  - The Service Provider shall not employ any person as a driver for operating a Goods transport vehicle who was earlier removed or dismissed for having criminal background. The driver shall know to read and speak English and Hindi languages. The Police verification of driver will be done prior to execution of contract and document to this effect submitted to the office of Buyer.
1. 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.
  - 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 transportation and delivery 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 take action 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 cost for each vehicle for each day of delay subject to the maximum of 15% of the trip cost for each vehicle

2	Delay in deliverables	Cannot exceed 10% of the contract value after which the contract may be cancelled by the Buyer
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## 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. 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.

### ईपीबीजी विवरण | ePBG Detail

NA

### नियम और शर्तें | Terms and Conditions

#### 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

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

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