

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687706141067

अनुबंध तिथि | Contract Generated Date : 29-May-2024

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्ररूप   Type : Union Territories मंत्रालय   Ministry : - विभाग   Department : Revenue Department Andaman & Nicobar संगठन का नाम   Organisation Name : N/A कार्यालय क्षेत्र   Office Zone: South Andaman	पद   Designation : Designated Officer संपर्क नंबर   Contact No. : - ईमेल आईडी   Email ID : designatedofficer-sa@and.nic.in जीएसटीआईएन   GSTIN : - पता   Address : office of the Deputy Commissioner South Andman Andaman and Nicobar Islands, SOUTH ANDAMAN, ANDAMAN & NICOBAR-744101, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: Commissioner (FS) वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : Commissioner (FS)	Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : Senior AO ईमेल आईडी   Email ID : sadananda.pbmc@and.nic.in जीएसटीआईएन   GSTIN : - पता   Address: office of the Deputy Commissioner South Andman Andaman and Nicobar Islands, ANDAMAN, ANDAMAN & NICOBAR-744101, India

परोक्षिती विवरण   Consignee Details		
क्र.सं.   S.No	परोक्षिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : - ईमेल आईडी   Email ID : designatedofficer-sa@and.nic.in जीएसटीआईएन   GSTIN : - पता   Address : office of the Deputy Commissioner South Andman Andaman and Nicobar Islands, SOUTH ANDAMAN, ANDAMAN & NICOBAR-744101, India	Courier Service in Packets - National; By Air

सेवा प्रदाता विवरण   Service Provider Details
जेम विक्रेता आईडी   GeM Seller ID : GNOR220006008124 कंपनी का नाम   Company Name : THE PROFESSIONAL COURIERS संपर्क नंबर   Contact No. : 09444326666 ईमेल आईडी   Email ID : manickmrm@gmail.com पता   Address : 11 1ST FLOOR, TAMIZHAR SANGAM SHOPPING COMPLEX, M A ROAD, PHOENIX BAY, South Andaman, ANDAMAN & NICOBAR-744101, - एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-AN-01-0003470 एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 35AADFT6021D1ZM (R)

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

## सेवा विवरण | Service Details

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 31-May-2024 सेवा समाप्ति तिथि | Service End Date : 31-May-2024

श्रेणी नाम | Category Name : Courier Service in Packets

बिलिंग चक्र   Billing Cycle: weekly			
विवरण   Description	Number of courier packets	Rate per courier packet (in reference to zone) in Rs	
Location	National	35	220
Mode of Delivery	By Air		
Coverage Area	South Zone		
Zonal States	Tamil Nadu		
Expected Delivery time	Sameday		
Package Content	Non Document		
Type of material to be handled	Fragile		
Estimated package weight	251 to 500 gm		
Mode of PoD (Proof of Delivery)	Signed Acknowledgement		
MIS report	Yes		

कुल राशि (सूत्र) | Total Amount (Formula) :  
(Number of courier packets\*Rate per courier packet (in reference to zone) in Rs)

ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	7700
कुल ऐडऑन मूल्य   Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	7700.00

### अनुबंध की राशि | Amount of Contract

सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)	7700
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### एसएलए विवरण | SLA Details

#### SERVICE STC

#### SPECIAL TERMS AND CONDITIONS

#### FOR COURIER SERVICE

#### 1. Preamble

A. All Courier Service Contracts placed through GeM shall be governed by following set of terms and conditions:

- (i) General Terms and Conditions for Goods and Services;
- (ii) Service STC Contained in this Document;
- (iii) BID / Reverse Auction Specific ATC

B. The Above Terms and Conditions are in reverse order of precedence i.e ATC supersedes product specific STC which shall supersede Service STC which supersede GTC whenever there any conflicting provisions.

C. The above set of conditions along with Scope of Supply Including Price as Enumerated in the Contract document shall be construed to be part of the Contract.

D. This document represents Special Terms and Conditions ("STC") and the Service Level Agreement (SLA) governing the Contract between the Buyer and Service Provider. The purpose of this document is to outline the Scope of Work, Stakeholder's Obligation and terms and conditions of all Services covered as mutually understood by the stakeholders.

#### 2. Stakeholders

The main stakeholders associated with this STC are:

1. Service Provider
2. Buyer

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

#### 3. Service Scope

The scope for selecting a Courier Service Provider to provide or facilitate delivery of packages from location to location as contracted by Buyer (as per Buyer's requirement) in selected locations or geographical locations across the country.

Select a Courier Service Provider to achieve the following:

- **Delivery of packages** - delivery of packages from one location to the other as per the buyer's requirements. Successful completion of assigned tasks related to Courier Service as per the agreed terms and condition(s);
- **Schedules/Timelines** - Timeliness and scheduling product delivery and services thereby meeting the need of events; buyers have specific timelines within which they require the parcel to be delivered at the desired destination.
- **Safety and proper delivery of services** - service providers must ensure safe and proper handling of the documents/non documents couriers, Quality services; Cooperativeness and teamwork at all levels (managers, contracting officer etc.)
- **Proof of delivery** - Service providers must provide proof of delivery of the courier via online tracking, signed acknowledgement or SMS service. Service provider will pick the package and deliver to the specified destination as mentioned in the contract.

#### 4. Buyer's Obligations

1. Buyer shall inform the selected Service Provider well about the pick-up points of the packages in before so as to avoid any hassle and delay during the service.
2. Buyer shall also inform selected Service Provider about the drop locations for the packages in case of pre-defined locations list. Buyer should clearly mention the address of the delivery location on the package to be delivered to avoid any delay in the services.
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."

#### 5. Service Provider's Obligations

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 of Courier service in compliance with the AND agreed timelines/schedule for successful delivery of the said service to the Buyer at the various desired location.
3. The Service Provider shall provide the original proof of delivery. The proof of delivery should contain the stamp and signature or digital receipt whichever is applicable, of the person/organization to whom the packet/letter has been delivered and the date and time of delivery. In case addressee is not found/the letter is not delivered, the same may be sent back to the sender's address. Service Provider should make at least two attempts before returning the letters/packages.
4. The contractor shall recruit his own personnel for all the necessary work at his risk and cost and shall be responsible for fulfilling all the statutory provisions of various labour laws and industrial enactments which may come into force and as applicable from time to time in respect of all workmen employed by him.
5. The Service Provider shall be fully responsible about the conduct of their employee/s and ensure that their behaviour with the employees of the owner is always good, cordial and highly professional.
6. The Service Provider shall guarantee uninterrupted service.
7. The Service Provider shall provide all equipment's and necessary support to safely move materials/documents to and from vehicles and in transit without any damage.
8. It shall be the responsibility and obligation of the bidders to ensure safety and security of the consignment entrusted to him for carriage and to effect the delivery to the

designated place in the same sound condition as received by him and within the time schedule stipulated. Any destruction, deterioration, or damage or breakage caused to the consignment shall be compensated by the Service Provider.

- The Service Provider shall be responsible for all injuries and accidents to persons, employed by him. The Service Provider shall make adequate arrangement for Watch and Ward of their materials and shall ensure safety, breakage and any theft of materials fixed or unfixed by them.

#### 6. Special Terms and Conditions

- While every effort has been made herein to provide comprehensive and accurate background information and requirements, Service Provider shall be responsible for planning and execution of the services as expected and agreed to meet the requirements.
- The timeliness and schedules for each delivery or completion of service shall be strictly adhered to and shall be deemed to be the essence of the contract. For reasons other than those beyond Service Provider's control and is not as per specification agreed to or if the time schedule is not adhered to and the said service is delayed during delivery inter alia, the Buyer shall have all the rights to exercise and invoke relevant clause of GTC regarding Termination on account of Default. Provide link to an on-line shipping portal system that includes internet tracking/tracing services to track shipments and provide proof of delivery, status and reasons of delay in delivery beyond designated and agreed timelines and confirmations.
- In case the materials are delivered at wrong destination or short delivered it will be the responsibility of the bidders to collect the material and deliver to the correct place at the risk and expenditure of bidders. Service Provider will not be eligible for any payment on account of such additional trips involved.
- The Service Provider will be responsible to deliver the consignment at any location within the area specified in the contract irrespective of whether they have any branch office at that location or not.
- All road permits or licenses or any other relevant authorization from competent authority as required for the running the vehicles shall be obtained by the Service Provider at its own cost. All Air and road rules pertaining to different states should be followed by the Service Provider. While accepting the consignments for delivery the Service Provider should ensure that necessary documents for check post are collected, so that consignment are not detained en-route for want of these documents. Any detention/demurrage cost or expenses incurred on this account shall be the Service Provider's responsibility to get the consignment released and delivered in time. In case of floods/strikes/Riots materials should be kept in their vault.
- Return to Origin - physical RTO courier should be returned after completion of three attempts to the location specified by the buyer.
- All undelivered couriers should be held in a safe custody. Under no circumstances should it be left with the courier boy/agency
- Proof of Delivery to be submitted within 30 days of confirmed delivery

#### 7. Payment Schedule

- The Payment Procedure shall be governed by the standard clause of payment as specified in the General Terms and Conditions.
- Service Provider shall raise the invoice as per the arrangement in the contract (monthly/ quarterly) towards the Services rendered in the previous month to the Buyer. Invoicing to be done on actual number of couriers in a month/quarterly.
- Payment shall be affected by credit into the bank account of the Service Provider within 10 days of receiving the invoice, complete in all respects. The Service Provider shall provide correct bank account number and other details of the bank to enable the Buyer to credit the payment directly into the account. Buyer shall pay the Service Provider all due amount as per the invoice, that are not the subject to dispute, within 10 days after receipt of a valid invoice that complies in all material respect in terms of this agreement; the payment shall be subject to any reduction such as penalty, statutory deductions, etc.
- Payment to the Service Provider should be made as per minimum assured quantity per month or actual whichever is higher.

Payment Calculation would be as below :

Formula = Number of courier packets\*Rate per courier packet (in reference to zone) in Rs

#### 8. Penalties and Termination

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 termination of the contract.

Sr. No.	Events	Status	Penalties
1.	Delay in delivery	Very Critical	- Penalty of 5% of the courier charges per packet per day for the delay
2.	Damaged package/documents	Very Critical	- Penalty of 5% of the courier charges per packet per day for the delay
3.	Cumulative Penalty	Very Critical	- Cannot exceed 10% of the contract value after which the contract stands terminated.

#### 9. Additional Terms and Conditions

Additional conditions which are optional in nature for this service in case buyers may further want to exercise their discretion are as following (this has to be made available under ATC for this service)

- Seller will have to execute a 'Non-Disclosure Agreement' with the buyer to maintain secrecy and confidentiality of the work allotted
- Service Provider must ensure the safekeep and confidentiality of the courier documents. Buyers should be free to carry out pre-delivery inspection as and when required
- Buyers will not be responsible for any dispute arising between Courier/Transport and or any other agency which is being deployed by the Courier agencies

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.