

COURIER SERVICES AGREEMENT

This agreement is executed at _____ on this day of _____ 2016 between Kerala State IT Mission ,ICT Capmus ,Vellayambalam,Thiruvananthapuram on the part and _____ having its Registered _____ Office _____ at _____ (hereinafter called as the 'Courier' which expression shall unless excluded by or repugnant to the contest include its successors and assigns) on the other part.

Whereas the Courier is engaged in the business of collection, carrying and delivery of documents, packets and parcels from place to place all over the country where it has offices in accordance with instructions of their clients.

Whereas the KSITM is interested in getting transported documents for carrying on its business expeditiously from one place to another place and to specified offices for which the Courier has offered its services.

NOW IT IS HEREBY AGREED BY BETWEEN THE PARTIES AS FOLLOWS:-

1. The courier undertakes to arrange through their accredited representative to take service delivery of the packets containing documents for dispatch to the addressee/consignee on all working days and any other day(except for holidays intimated to the couriers in advance) .The courier undertakes to acknowledge the receipt of the packets and issue receipt in both cases.

2. The courier undertakes to obtain the acknowledgement from the addressee of KSITM and deliver the packet. The courier is to deliver to the proof of such acknowledgement by the addressee office and if need be, to inform such delivery either on telephone or on paper in case of urgent need.

3. The KSITM will pay to the courier, charges of the said services, as per agreed rates, details thereof are given below:-

Weight of the Packet(gms)	Charges for delivery of packets within Kerala	Charges for delivery of packets within South India	Charges for delivery of packets in North India	Remarks
100				
250				
500				
1000				
Additional 500 gms				

4. As regards payments of bills, the relevant bills will be prepared once in a month on day to day basis and the courier agency will get the same verified from KSITM.

5. The courier, through their accredited representatives, undertakes to carry the said packets by air/surface Transport in the order of priority having due regard to the expeditious dispatch of documents and to deliver the same to the addressee within 24-48 hours from the handing over to them except due to circumstances beyond their control, time being essence of the contract . In case, the courier fails to deliver the packets within the stipulated period, they would be under obligation to explain the reasons for the same to the satisfaction of KSITM. Deductions due to delay, caused in delivery, shall be as under:-

Period of delay	Deductions in the courier charges
Delay up to 2 days	50% cut in charges payable on delayed consignment.
Delay of more than 2 days	100% cut in the charges payable on delayed consignment. The penalty will be recovered by the paying office(s) against settlement of their own bill.

6. The courier hereby undertakes to indemnify the KSITM against any loss, damage, charges and expenses as the KSITM may be put to or incurred by the KSITM due to delay, non-performance, mal-performance, non-delivery or damage to any packet of documents whatsoever.

7. The KSITM shall make claim, if any, in writing for shortage, damage or delay and non delivery of packets by the courier or for the other reasons is given to the courier. The bank may also deduct the claim amount from any payment due to the party from any of its branches.

8. The courier undertakes to observe absolute security, safety, secrecy and confidential nature of the documents while giving its services and to arrange that the packets are delivered in the same condition duly closed and sealed as given by the office. However, as the Airport authorities do insist sometimes to open and inspect any particular packet due to increasing security implications, the courier, in such cases is allowed to open the packet and get the same inspected to the satisfaction of Airport Authorities. Courier is to re-pack and to seal again such packets.

09. The arrangement under the said agreement for services shall be for one year effective from _____. It will be the sole discretion of the KSITM to terminate said agreement without assigning any reason before expiry of one year, if the services are not found satisfactory. However, the KSITM reserves the right to renew the said arrangement, if the services of the courier are found satisfactory.

10. The courier agrees to execute any further documents from time to time as may be required by KSITM in this regard.

11. Courier undertakes to provide Rs.5,000/- cash security duly discharged in favour of The Director, KERALA STATE IT MISSION, ICT Campus Vellayambalam, Trivandrum. In the event of any loss/damage as per clause No. 6 of this agreement, and also the general performance, the security shall be appropriated by the bank to the extent of the loss and in case of any deficit; the courier shall be liable as per clause 6 above.

12. Security deposited with the KSITM in the shape of FDR shall be released on expiry of the contract that too after appropriating damages/claims if any lodged.

13. It is expressly understood that the KSITM is always at liberty to utilize the courier services, provided by other agencies or postal services provided by Government, in addition to or otherwise, of the services that may be availed by KSITM from the courier.

IN WITNESS WHEREOF, Shri_____ for and on behalf of the KSITM and Sh._____, for and on behalf of the courier hereinto set their hands, on the day and the year written above.

SIGNATURE

(i) SOLE-PROPRIETOR/PARTNER/DIRECTOR

M/S._____

**(ii) FOR KERALA STATE IT MISSION
AUTHORISED SIGNATORY**

Witnessed by:-

- 1.
- 2.