

COURIER SERVICE - TERMS & CONDITIONS

1. The Courier Agency shall supply as many books of their consignment notes to the branches /offices as may be required.

2. Courier service will consist of collection of packets containing valuable documents from/to all the branches / offices of the bank under the administrative – control of New Delhi LHO comprising states of Delhi, Uttarakhand and Parts of Uttar Pradesh & Haryana, and delivery to our various destinations all over India covered under the scheme on all working days and any other day, as may be specifically intimated by each office/ branch of the Bank, the Courier agency shall at the timing stipulated by each office/branch arrange through their accredited representative (s) having an authenticated authority/ Identity Card by the Courier agency (without which he shall not be authorized to collect or deliver the packets), to take delivery of the packets containing valuable documents/ articles of the Bank for delivery to any other office of the Bank or otherwise. The Bank shall prepare the consignment note in sets of five and the Courier Agency shall acknowledge the same. One copy of the same shall be retained at the delivering office along with the packets / documents, parcels, etc. The same will be handed over to the Courier Agency's representative calling at the office for taking delivery of the packets.

3. The Courier Agency shall through their accredited representative (s) carry the said packets by Air flight/ surface transport in the order of priority having due regard to the expeditious dispatch of the documents and deliver the same to the addressee within 24 to 48 hours of the receipt of the same by the Courier Agency except under circumstances beyond their control. The courier agency understands that time being the essence of contract and agree that in case of delay beyond 72 hours excluding Sundays and Bank holidays, except on account of imposition of curfew either at the originating Centre or at the destination, the Bank may, without prejudice to any other steps it may take in this regard, impose penalty, as under:

(a) Delay of one day – 50% cut in the charges payable on such delayed consignments.

(b) 100% cut in the charges payable under the following circumstances/ events:

(i) Delay of more than one day.

(ii) Delivery to wrong addresses.

(iii) Non delivery of consignments due to negligence of Courier agency.

The penalty, as stated above, shall be recovered against the settlement of their bills payable. Furthermore, the courier agency shall be liable to pay to the Bank a minimum penalty of Rs. 500/ per instrument/document in case of loss of instrument/document, apart from damages due to any loss/damage caused to the Bank or incurred by the Bank in this regard. Proof of Delivery (POD) to the addressee, Regular submission of PODs by courier

agency along with their bills will be pre-requisites before processing the bills for payment at all the branches / establishments. **Bills will not be paid, if PODs are not submitted along with the bills at the end of the month.**

4. The Courier Agency shall obtain the acknowledgement of the addressee office of the Bank in one of the consignment notes and deliver the packets along with one copy of the consignment note. If so required by the Bank, the Courier Agency shall deliver to the Bank, proof of acknowledgement by the addressee office. However, in all cases, the Courier Agency shall advise to the dispatching office of the Bank the date of delivery to the addressee office.

5. The Courier Agency shall ensure absolute security, safety, secrecy and confidential nature of the documents, while rendering their services and shall so arrange that the packets given by an office/ branch of the Bank.

6. It shall be absolute responsibility of the courier agency, once the packets are delivered to its authorized representative duly sealed/ closed, to ensure that the contents of the packets are not tampered with in any manner whatsoever and packets are not misplaced, lost or stolen.

7. The Bank will pay to the courier service charges plus applicable GST for the above service at the rate agreed upon. The rates payable to the Courier Agency shall be as under **(Please mention rates with prescribed application):**

Weight	Delhi NCR	Domestic (Uttar Pradesh, Haryana, Uttarakhand)	Domestic other Centers
Upto 50gm			
51 gm to 200 gm			
201 gm to 500 gm			
Additional 500gm or part thereof			

The Courier Agency shall submit their bills to the Bank on a monthly basis, which will ordinarily be settled within a month from the date of receipt. The charges will be paid subject to deduction of tax at source (TDS) as per the applicable law.

8. The Courier Agency hereby undertake and agree to indemnify the Bank against any loss, damage, charge and expenses as the Bank may be put to or is incurred by the Bank due to delay, non-performance, mal-performance, mis-performance, non-delivery, shortage or damage to any of the packets or documents whatsoever. Such loss shall be

as determined by the Bank and shall be payable to the Bank by the Courier Agency in addition to any penalty as stated earlier.

9. The charges/ rates as agreed above will also be applicable to documents sent from/ to the Central Office and/ or from/ to any other Administration Office (s) of the Bank situated within the jurisdiction of the Delhi Circle.

10. The Courier Agency will deposit a sum of Rs. 50,000/- as security deposit with the Bank in the form of TDR favoring SBI A/c. M/s _____ for a period of 3 years during the tenure of the agreement.

11. The Bank shall make claims, if any, in writing (a) within 45 days from the date of delivery of the packet, if it relates to shortage, damage or delay and (b) within 90 days from the date of acceptance of the packet by the Courier Agency if it relates to non-delivery/ wrong delivery of the packet by the Courier Agency. Any such claims, lodged by the Bank will be settled by the Courier Agency within a period of one month of the date of the receipt of the claims by Courier Agency.

12. The arrangement under this agreement for services for delivery of packets will be effective from and extend up to or till such further period as may be agreed upon between the parties from time to time. However, the Bank may, for any reason whatsoever, discontinue the arrangement earlier in respect of one or more of all offices/ branches covered by this arrangement by issuing notice of two months to the Head Office of the Courier Agency. The Courier Agency may also determine the Agreement by giving two months' notice to the Assistant General Manager (BOD) at Local Head Office, New Delhi. The determination of the arrangement, as aforesaid shall not absolve the Courier Agency's, liability regarding delivery of the packets already entrusted to them prior to the date of termination of the Agreement in accordance with the directions to deliver and/ or by any other claims lodged/ to be lodged in terms of paras 3 and 8 above.

13. Notwithstanding anything contained herein above, the Bank reserves its right to utilize the services of other Courier Agencies on such terms and conditions as the Bank may deem fit and the courier agency shall have no right to demand the work as a matter of right by virtue of their empanelment with the Bank.

14. In the event of disputes, difference, claims and questions between the parties hereto arising out of this agreement or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the parties shall first endeavor to settle such differences, disputes claims or questions by friendly consultation and failing such settlement, the same shall be referred for adjudication to a sole arbitrator to be appointed by the Bank and the decision of the such arbitrator shall be final and binding on both the parties.

15. The Courier Agency agrees to abide by all the rules and regulations in force relating to their carrying on of the business of courier agency and to the services undertaken by them as such courier agency and the Bank shall not be liable for violation of any such rules, regulations, by reason of having entrusted to them the services referred to in this

agreement. The Courier agency also declares that they have the required permission and authorization by statutory or other authorities for carrying on of the said business and for rendering services to their customers thereon.

16. This Agreement will be subject to Govt. laws and rules regarding dispatch of consignment through courier agencies.

17. The Courier agency agrees to execute any further document (s) as may be required by the Bank in this regard.

18. The Courier agency and its employees and representatives shall not without limit in point of time, divulge or communicate to any third party or use for its own purpose any information about the business and affairs of the Bank or any of the customers which may come to their knowledge in the course of performing the service thereunder.

19. Where any consignment during the course of transit needs to be stored by the courier agency at its godown or warehouse or elsewhere it will be their sole responsibility to ensure that adequate and proper insurance for fire, flood, theft and other customary risks are taken at its cost. This clause shall not prejudice the courier agency's basis obligation to be otherwise responsible for the delivery of all consignments.

20. The Courier agency shall not be entitled to claim any lien or other rights whatsoever in respect of any consignment in its possession, custody or control and shall deliver to consignee or as may be directed at the place required by the Bank notwithstanding any dispute about any matter including payment of charges, termination of services etc.

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