



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2025/B/5775479  
Dated/दिनांक : 02-01-2025

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-02-2025 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	04-02-2025 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Communications
Department Name/विभाग का नाम	Department Of Posts
Organisation Name/संगठन का नाम	Department Of Posts
Office Name/कार्यालय का नाम	Office Of Chief Postmaster General Uttar Pradesh Circle Lucknow
क्रेता ईमेल/Buyer Email	rit.agra@indiapost.gov.in
Item Category/मद केटेगरी	Goods Transport Service - Per Trip based Service - Mails and Parcels; Closed Body LCV Truck; Load Carrying capacity 5000 KG
Contract Period/अनुबंध अवधि	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	36 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

<b>Bid Details/बिड विवरण</b>	
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	Yes
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	11837750
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

#### **EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	355133

#### **ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	26

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this

Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

Sr. Postmaster Jhansi HO  
Office of the Sr. Postmaster Jhansi HO, Jhansi-284001  
(Sr. Postmaster Jhansi Ho)

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and

based on competitive prices received in Bid / RA process.

7. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

8. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**For transit insurance, determine the state of goods for insurance:**As per terms and conditions of NIT

**X number (up to 100%) of vehicles demanded should have been provided in the past year to government agencies:**As per terms and conditions of NIT

**X % (up to 100%) of vehicles demanded should have been provided in a single contract to a government agency in the past three years:**As per terms and conditions of NIT

**Minimum X years (up to 5 years) of experience in related field:**As per terms and conditions of NIT

**Geographic Presence in XX States:**As per terms and conditions of NIT

**X number (up to maximum number of vehicles demanded or 30, whichever is lesser) of drivers demanded should be on payroll of Service Provider:**As per terms and conditions of NIT

**X number (up to maximum number of vehicles demanded or 30, whichever is lesser) of fleet of vehicles demanded should owned by Service Provider:**As per terms and conditions of NIT

**Additional SLA:**As per terms and conditions of NIT

**For Valuable goods requiring high security, provide following details: 1. Scope of service 2. Service provider responsibility 3. Buyer responsibility 4. Size of the goods 4. Weight of the goods:**[1735817175.pdf](#)

**For Hazardous/Over dimensional cargo, provide following details: 1. Scope of service 2. Service provider responsibility 3. Buyer responsibility 4. Size of the goods 4. Weight of the goods:**[1735817186.pdf](#)

**If customized field is chosen, then provide following details: 1. Scope of service 2. Service provider responsibility 3. Buyer responsibility 4. Size of the goods 4. Weight of the goods:**[1735817196.pdf](#)

**Scope of Work:**[1735817202.pdf](#)

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
21-01-2025 11:00:00	Office of the Postmaster General Agra Region, Agra-282001

**Goods Transport Service - Per Trip Based Service - Mails And Parcels; Closed Body LCV Truck; Load Carrying Capacity 5000 KG ( 730 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Nature of Goods	Mails and Parcels
Type of Truck	Closed Body LCV Truck
Size / Weight of vehicle	Load Carrying capacity 5000 KG
Area of Operation	Plains
<b>Addon(s)/एडऑन</b>	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़****Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of trips(Pickup and drop to specified location)	Additional Requirement/अतिरिक्त आवश्यकता
1	Ashish Kumar Srivastava	282001,O/o PMG Agra Region, Agra HPO Compound, Agra	730	N/A

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें****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

**2. Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

**3. Buyer Added Bid Specific ATC**

## **ANNEXURE-I**

### **GENERAL TERMS AND CONDITIONS OF THE CONTRACT FOR HIRING OF COMMERCIAL VEHICLES WITH DRIVER FOR CONVEYANCE OF PARCELS/ MAILSON ROUTE Jhansi RMS to Lucknow RMS & Vice-versa .**

#### **1. Parties:**

The parties to the contract are the bidder at bidding stage or Service Provider/Contractor/Vendor (the firm who supply vehicles on hire) during post-bid stage and the Government of India through the Department of Posts for and on behalf of the President of India.

#### **2. Eligibility:**

- A. The bidder should have been in business of providing vehicle(s) on hire for transportation of goods/parcels/mails in India.
- B. The bidder should have all necessary, valid certificates as prescribed by the Ministry of Road Transport & Highways before the date of issue of this NIT. Copies of such certificates shall be submitted along with Technical Bid.
- C. All legal obligations and other statutory obligations in respect of drivers (for driving the vehicles) and personnel (for handling of mail/parcel bags) i.e. salary, Employees' Provident Fund (EPF), Employees' State Insurance (ESI) etc. are to be fulfilled and borne by the bidder and shall be the sole responsibility of the bidder. The firms / transporters / bidder should have valid registration under the ESI and EPFO authorities. All relevant documents in support of this should be attached with Technical Bid.
- D. The bidder should have been in the business of providing vehicle(s) on hire for transportation of goods/parcels/mails to Central/State Government/ PSUs / Nationalized Banks/ Reputed Organizations/ prominent E-commerce/3rd Party Logistics (3PL) entities for **at least three years**.
- E. The bidder should have successfully executed/completed the contract on hire for transportation of goods/parcels/mails to Central/State Government/ PSUs/ Nationalized Banks/ Reputed Organizations/ prominent E-commerce/3rd Party Logistics (3PL) entity, over the last three financial years:
- i. Three similar completed service costing not less than the amount equal to 40% of the estimated cost; or
  - ii. Two similar completed service costing not less than the amount equal to 50% of the estimated cost; or
  - iii. One similar completed service costing not less than the amount equal to 80% of the estimated cost.

F. The contract copy and completion certificate for such contract shall be uploaded along with the Technical Bid. The submitted document must contain the name of the client, name of the supplier, value of contract and duration of contract (including start date and end date) and these details should be legible.

G. Bidders who are Micro and Small Enterprises (MSEs) and have 'Udyam' registration or "Start-Up" certificate from Department for Promotion of Industry and Internal Trade (DPIIT) or certificate of National Small Industries Corporation (NSIC) with current validity are exempt from the requirement of prior experience and eligible to participate in tender on production of respective certificate subject to meeting of quality and technical specifications. Such certificate should have been issued prior to the date of issue to NIT.

H. Average Annual turnover of the bidder for providing vehicle(s) on hire for transportation of goods/parcels/mails for last three financial years(ending 31<sup>st</sup> March of previous financial year) should be more than or equal to **(Rs. 35,51,325/- Thirty Five Lakh Fifty One Thousand Three Hundred Twenty Five Only )**. Bidder should submit authenticated copies of Income Tax Returns, Audited Balance Sheet and Profit & Loss Account for last three financial years along with Technical Bid.

I. Bidder should not have been blacklisted or otherwise debarred during the last five years by any Government Department/Ministry (Centre or State), or any Public Sector Undertaking, for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions. The bidder shall provide a self-declaration certifying compliance with this condition.

J. Any bidder from a country which shares a land border with India will be eligible to bid only if the Bidder is registered with the Competent Authority, specified in Annex-I of Order (Public Procurement No.1) dated 23.07.2020. The decision of the Competent Authority in this regard shall be final.

K. "Bidder from a country which shares a land border with India" means:-

- i. An entity incorporated, established or registered in such a country; or
- ii. A subsidiary of an entity incorporated, established or registered in such a country; or
- iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iv. An entity whose beneficial owner is situated in such a country; or
- v. An Indian (or other) agent of such an entity; or
- vi. A natural person who is a citizen of such a country; or

vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

L. The beneficial owner for the purpose of 2(K) (iv) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
- ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body or individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

M. Minimum Local Content: The 'Local Content' requirement to categorize a supplier as 'class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%.

N. Bidders are required to supply BS-VI compliant closed body commercial vehicles having load carrying capacity of 05 tonnes or with space for 25



cubic meters or more volume in load carrying compartment to operate the routes. The bidder should either own, purchase or have a hiring agreement with the owners of vehicles which are offered to be supplied. In case the bidder wishes to deploy new vehicle(s), an affidavit in Annexure-XII may be furnished to this effect. For such new vehicles, certificate and other documents of vehicles are not required to be furnished /uploaded.[\[GP1\]](#)

O. All vehicles to be provided shall be fitted with Global Positioning System (GPS) to enable real time tracking of location of the vehicle and consignments that it is carrying.

### **3. Address:**

For all purpose of the contract including arbitration there under, the address of the bidder mentioned in the tender shall be final unless the firm notifies a change of address by a separate letter sent by registered post with a acknowledgement due to the undersigned. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

### **4. Earnest Money Deposit (Bid Security):**

A. **Earnest Money Deposit or bid security of Rs. 3,55,133/- (Three Lakh Fifty Five Thousand One Hundred Thirty Three Rupees only)** may be accepted in form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) from any of the Commercial Banks or online payment (RTGS/NEFT) safeguarding the Department of Post's interest in all respects.

B. Copy of EMD deposited in any manner above should be uploaded electronically by the bidder along with the Technical Bid. The original document for such shall be sent in a sealed envelope to O/o **The Postmaster General, Agra Region Agra-282001** by Speed Post/Registered Post or submitted in person so that the cover reaches on or before date & time of opening of tender. The bid security is to remain valid for a period of 45 days beyond the final bid validity period.

C. Bidders who are Micro and Small Enterprises (MSEs) and have 'Udyam' registration of, or "Start-Up" certificate from Department for Promotion of Industry and Internal Trade (DPIIT) or certificate of National Small Industries Corporation (NSIC) with current validity are exempt from payment of Earnest Money Deposit (Bid Security) and eligible to participate in tender on production of respective certificate (applicable for this field of business), subject to meeting of quality and technical specifications.

D. No request for transfer of any previous deposit of Bid Security or payment of any pending bills, if any, held by the Department of Posts in respect of any previous contract will be entertained.

E. Bidder shall not be permitted to withdraw the offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid amount of Bid Security money will be forfeited.

F. Tenders without Bid Security (Earnest Money Deposit) will be summarily rejected.

G. The bid security shall normally to remain valid for a period of 45 days beyond the final bid validity period. Bid security will be released to unsuccessful bidders once the contract has been signed with the successful bidder at the earliest after expiry of final bid validity and latest on or before the 30th day after the award of contract.

## **5. Preparation and uploading of Tender :**

### **A. Preparation of Bids :**

- i. Bidder should take into account any corrigendum/addendum published regarding the tender document before uploading their bids.
- ii. Bid documents shall be uploaded in pdf/XLS format only. All copies to be uploaded shall be scanned at 100 dpi with Black and White option.

### **B. Submission of Bids:**

Last date and time of uploading of Tender will be (Time as notified on GeM Portal).

- i. The bidder should individually sign and upload all the required bid documents owning full responsibility for their correctness/authenticity as indicated in the tender document in GeM portal (<https://gem.gov.in>).
- ii. The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the dead line for submission of the bids by the bidders, opening of bids, etc. The bidder should follow this time during the bid submission.
- iii. Upon successful and timely submission of bids, the portal will give a successful bid submission message and a bid summary will be displayed with bid number and the date and time of the submission of the bid with all other relevant details.
- iv. The bid summary should be printed and retained as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **6. Signing of Tender:**

A. An individual signing the tender or other documents connected with contract must specify whether he/she signs as:

- i. A "sole proprietor" of the concern or constituted attorney of such sole proprietor.
- ii. A partner of the firm, if it is a partnership firm, in which case the partner must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of

the partnership agreement or by a power of attorney duly executed by the partners of the firm.

iii. A director or a principal officer duly authorized by the Board of Directors if it is a company. A copy of the board resolution/authority duly signed by all Directors of the company should be enclosed.

B. In case of partnership firms, a copy of the partnership agreement, or

general power of attorney executed in favour of any of the partners or any authorized officers of the firm, then copy of power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. Copies of all these documents are to be uploaded with Technical Bid.

C. In case of partnership firms where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by all partners of the firm.

D. A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid on behalf of such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the Department of Posts, may, without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

## **7. Technical Bid:**

A. All relevant connected documents relating to the Technical Bid as mentioned in this NIT and in Annexure-III of this tender should be uploaded accordingly. Annexure-III duly filled in and signed by the bidder shall also be uploaded along with other documents.

B. Along with the Technical Bid, the bidder should submit i.e. upload the Pre-Contract Integrity Pact as prescribed by the Govt. of India (Annexure-V). Further, the bidder shall submit duly filled and signed copy of Technical Compliance sheet (Annexure VII). Bid submitted without the Pre-Contract Integrity Pact, wherever applicable, shall not be considered.

C. All documents of Technical Bid and supporting documents should be duly filled and digitally signed and submitted (uploaded) electronically in pdf format on the GeM portal. The bid of the bidders whose Technical Bid documents and supporting documents are not duly filled or digitally signed will be summarily rejected.

D. The bidder shall ensure that documents uploaded by them along with Technical Bid are genuine. Any incorrectness/deviation noticed shall lead to cancellation of bid/work, forfeiting of EMD, and blacklisting of bidder.

E. The bidder should keep track of any corrigendum/addendum issued in connection with this NIT, if any, from time-to-time on GeM portal. The Department of Posts will not be responsible for any claims/problems arising out of this.

## **8. Commercial Bid:**

A. The Commercial Bid should be submitted in Excel file format/format provided in GeM portal. The bidder shall sign and upload the required bid documents one by one as indicated in the tender document.

B. The Commercial Bid of the bidder shortlisted after evaluation of Technical Bids will be opened on a specified date and time to be intimated to respective bidder.

C. A consolidated rate including fuel price applicable on the date of issue of this NIT, charges for providing GPS facility, all tolls and taxes applicable by Central/State government, GST, maintenance, drivers and personnel should be quoted. However, the rate for each item should be shown separately. The price quoted shall be firm and final.

D. Any conditional bid will not be accepted.

E. In case of any discrepancy between the prices written in figures and words, the amount written in words will be taken into consideration.

F. In case two or more bidders quote exactly the same price for a single route than bidder with higher average financial turnover for last three financial years would be considered as successful bidder.

## **9. Performance Security:**

A. The successful bidder shall furnish Performance Security deposit equivalent to **5%** of the total value of the contract in the form of Insurance Surety, Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee (including e-bank Guarantee) from a Commercial bank or online payment (RTGS/NEFT) within 14 working days from the date of this tender being accepted. The competent authority may extend the performance security submission date in case of exceptional circumstances provided a written request is made within 14 working days from the date of acceptance of tender. However, in case of failure of submission of the Performance Security within the above mentioned time period, the sum of the Earnest Money Deposit (Bid security) will be forfeited and accepted tender shall be cancelled.

B. The Performance Security will remain valid for a period of 60 days beyond the date of completion of this contract. The amount will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects.

C. In the event of a breach of contract by the contractor, the Performance Security will be forfeited and credited to the Department of Post's account.

#### **10. Validity of the bids:**

A. The contract will be effective for **two years** from the date of signing of contract unless terminated earlier as per clauses of this NIT.

B. The contract may be renewed for a further period of one year by the competent/tender accepting authority as mutually agreed upon, subject to satisfactory performance of contractor, on the same rate and terms & conditions.

#### **11. Opening and evaluation of Tender:**

A duly constituted Tender Evaluation Committee will open and evaluate the Technical Bids and Commercial bids on the date and time indicated in the Schedule of Tender. Technical Bids will be evaluated first. Thereafter, Commercial bids of bidders shortlisted based on evaluation as per technical parameters will be opened on a specific date and time to be intimated to the bidder online through the GeM portal.

#### **12. Criterion for evaluation of tenders:**

A. The technical evaluation of the tenders will be done by Tender Evaluation Committee on the basis of minimum eligibility and all supporting documents uploaded with Technical Bid (Annexure-III).

C. The panel of technically qualified bidders shall be prepared by Tender Evaluation Committee based on technical parameters. Commercial Bids of only those bidders shall be opened who are included in the panel of technically qualified bidders.

D.1. The bidding parameter for evaluation of commercial bid would be the total rate from origin to destination and vice-versa for a single route. The bidder quoting the lowest rates from origin to destination and vice-versa would be identified as successful bidder. *(subject to clauses 12 D (2) & 12 D(3) below)*

D. 2. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

D. 3. **Preference to Make in India:** 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Cl

ss-I local supplier', the contract will be awarded to L1.

- ii. If L1 is not 'Class- I Local Supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

### **13. Communication of Acceptance:**

Successful bidder will be informed of the acceptance of his tender by the Department of Posts. Necessary instructions regarding the acceptance and the amount of Performance Security will be communicated to the successful bidder.

### **14. Insolvency etc.:**

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act/Insolvency and Bankruptcy Code, 2016 made against them or in the case of a company passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of firm failing to comply with any of the conditions herein specified the Department of Posts shall have the power to terminate the contract without previous notice.

### **15. Breach of terms and conditions:**

In case of breach of any of terms and conditions mentioned above, the competent authority will have the right to cancel the work order and nothing will be payable by this Department in that event and the performance security deposit shall also stand forfeited.

### **16. Subletting of Work:**

The bidder shall not assign or sublet the complete work or subsequent or any part of it to any other persons or party.

### **17. Right to call upon Information regarding supply of vehicles:**

The Department of Posts will have the right to call upon the infor

mation regarding status of provision of vehicles along all routes at any point of time.

**18.** The tender is not transferable. Only one tender shall be submitted by a bidder.

**19. Arbitration**

A. All disputes, differences and questions arising out of or in any way touching or concerning this agreement or the subject matter thereof or the respective rights, duties or liabilities of the parties there under or in respect of this agreement (except the decision whereof is hereinbefore otherwise expressly provided for) shall be referred to the sole arbitration of any person appointed by the **Chief P.M.G U.P Circle Lucknow 226001**, or in case designation of the designated person is changed or office of the designated person is abolished, to the sole arbitration of any person appointed by the officer who for the time being is entrusted, whether or not in addition to other functions, with the functions of the **Chief P.M.G U.P Circle Lucknow 226001**, by whatever designation such officer may be called (hereinafter referred to as the 'said Officer'). There will be no objection to any such appointment that the person appointed is a Government servant, that he had to deal with the matters to which this agreement relates and that in the course of his duties as such Government Servant he had expressed views on all or any of the matters in dispute or difference. The award of such arbitrator shall be final and binding on the parties to this agreement. It is a term of this agreement that in the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the **Chief P.M.G U.P Circle Lucknow 226001**, or the said officer shall appoint another person to act as arbitrator in accordance with the terms of this agreement. Such persons shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

B. The arbitrator may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award. Subject as aforesaid the Indian Arbitration and Reconciliation Act, 1996 (revised from time to time) shall apply to the arbitration proceedings under this clause.

C. Upon every and any reference as aforesaid the assessment of costs incidental to the reference and award respectively shall be in the sole discretion of the sole arbitrator. The venue of the arbitration proceedings will be the office of the **Chief P.M.G U.P Circle Lucknow 226001** or such other place which the sole arbitrator may decide.

**PARAMETERS, WORK SPECIFICATIONS AND OTHER TERMS AND CONDITIONS OF THE CONTRACT FOR HIRING OF COMMERCIAL VEHICLES WITH DRIVER FOR CONVEYANCE OF PARCELS/MAILS ON ROUTE Jhansi RMS to Lucknow RMS & vice versa .**

**1. Scope of work**

A. Department of Posts intends to operationalize (“**Jhansi RMS to Lucknow RMS & vice versa**”), for transportation of parcel bags/postal mail bags/articles through commercial vehicles. The commercial vehicles are required to be fitted with Global Positioning System (GPS) having load carrying capacity of 05 tonnes or more with space for “25” cubic meters volume or more from eligible firms/transporters/ bidders for carrying of parcel bags/postal mail bags/articles on the following route.

Sl.No.	Name of route	Approximate distance (one way)	Parcel/Mail Bag collection point (Origin)	Parcel/Mail Bag exchange point (Intermediate)	Parcel/Mail Bag delivery point (Destination)	Fixed timeline (Origin to Destination)
1.	Jhansi to Lucknow & vice versa	322	Jhansi RMS	Parichha SO Chirgaon SO Moth SO Orai HO Kalpi SO Kanpur RMS Lucknow RMS	Lucknow RMS	As tabulated below

Out Trip			Name of Mail office/Post office	IN Trip		
Arrival	Departure	Distance		Arrival	Departure	Distance
---	04:00	00	Jhansi RMS	22:30	---	18
04:35	04:40	18	Baragaon SO	21:50	21:55	06
04:50	04:55	06	Parichha SO	21:35	21:40	09
05:05	05:10	09	Chirgaon SO	21:20	21:25	25
05:45	05:50	25	Moth SO	20:40	20:45	37
06:30	06:32	37	Ait SO	20:58	20:00	26
07:00	07:10	26	Orai HO	19:20	19:30	35
07:50	07:55	35	Kalpi SO	18:35	18:40	81
09:40	10:10	81	Kanpur RMS	16:20	16:50	85



12:30	----	85	Lucknow RMS	----	14:00	00
		<b>322</b>	Total			<b>322</b>

\*or as decided by the competent authority i.e. Postmaster General Agra Region Agra with prior information to service provider at least 72 hrs beforehand.

B. The vehicles will run between the routes as mentioned at para 1(A) above for transportation of parcel bags/postal mail bags/articles on all days of a week including Sundays/gazetted holidays.

C. The number of hired vehicles on the above routes may increase or decrease on any day as per operational requirement.

D. The timing and location of origin, intermediate and destination points of above RTN route(s) may change as per operational requirement and the contractor will be bound to provide and operate their vehicles accordingly.

E. The Department of Posts, giving a notice of one week, may add additional exchange points within a single route as mentioned in para 1(A) above. The fixed timelines shall be revised and compensation shall be paid for extra distance covered (if any) to the bidder as per following criteria:

- i. For each additional exchange points, fixed timeline will be increased by 1 hour for unloading & loading at these points.
- ii. In case of diversion from specified route due to addition of exchange points, the travel timeline would be increased by 1 hour for each additional 42 km travelled on highway & for every 20 km travelled within city limits. For example, If the vehicle covers an additional distance of 50 kilometers including 30 kilometers on highway and 20 kilometer in city on one side to reach exchange points than additional time of 1 hour and 43 minutes will be added to fixed timeline. Similarly, additional time shall be calculated for reverse journey from these exchange points.
- iii. The additional distance covered shall be calculated using navigation tools. Such a change shall be approved by competent authority on the basis of discussion and mutual agreement with bidder. Penalty clause will be applicable in case of breach of agreed timelines for exchange points.
- iv. The compensation for extra kilometers run due to addition of exchange points per route shall be calculated as per below mentioned formula:  

$$\{ \text{Contracted rates per rotation trip} / (2 \times \text{Distance for one way}) \} \times \text{Extra Kilometer run per trip}$$

E.1. The Department of Posts, giving a notice of one week, may also delete mail /bag exchange points within a single route as mentioned in para 1(A) above. The fixed timelines shall be revised accordingly. Due to

deletion of exchange point within a single route, deduction in payment for each trip will be made as per below mentioned formula:

$\{\text{Contracted rates per rotation trip} / (2 \times \text{Distance for one way})\} \times \text{No. of Kilometer reduce per trip}$

F. No official will be provided by Department of Posts with vehicles conveying parcel/mailbags. The driver or any authorized person deputed by the bidder on the vehicle will collect/load the bags from origin office under clear receipt and deliver/unload it to destination office including unloading/loading bags at the exchange points along the route. It should be ensured by the driver or the authorized person that the vehicle is properly sealed with Bullet seals (provided by Department of Posts) before departing from any origin/exchange point and that the serial number of the bullet seals is entered in the work papers provided to him.

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G. The time schedule for movement between origin and destination offices including additional exchange points shall be provided to successful bidder by competent authority.

H. It shall be the responsibility of the successful bidder to have a Global Positioning System (GPS) device installed in the vehicle to enable tracking of location of the vehicle at all times from origin to destination. The successful bidder shall provide for online platform-based tracking of vehicle on real time basis. Further, the tracking system shall be compatible for integration with the IT system of Department of Posts as and when required. The successful bidder shall also provide weekly/fortnightly/monthly MIS report in the format provided and raw data (MS Excel format) consolidated for vehicle movement across all routes on monthly basis, to the Department of Posts.

I. The Department of Posts, by giving a notice of one week, may ask bidder to remove the GPS device installed by the bidder and install a GPS device monitoring system provided by the Department of Posts or any party/vendor appointed by the Department. The cost of GPS service thereupon shall be deducted in the monthly billing.

J. The Turnaround Time (TAT) to perform unloading and loading of parcel bags/postal mail bags/articles etc at destination office shall ordinarily be 4 hours unless specifically stated otherwise.

K. Department of Posts may require enhancement in the carrying capacity of the vehicle on the tendered route or may require additional vehicle on the tendered route. The capacity and periodicity of the requirement will be notified by the Department on the same terms and conditions as defined in para 28 of this Annexure. The successful bidder shall be compensated for provision of such add

itional capacity/vehicles in proportion of the approved tender rates as provided in the table at para M. The successful bidder shall be bound to replace or provide additional vehicles of increased/decreased capacity as per the specifications defined in para 2 below:

L. In case of decreased requirement in capacity of the tendered vehicles/additional vehicles, the same may be replaced with vehicles of decreased capacity on the tendered route(s). The Department will accordingly inform the successful bidder through notice for replacement of such vehicles with decreased capacity as and when required. The successful bidder shall be bound to replace such tendered vehicles with decreased capacity within 30 days as per specifications defined in para 28 of this Annexure. The deduction in the bill will be made for replacement of decreased capacity vehicles as provided in the table at para M below. It may be noted that capacity of regular tendered vehicle can be reduced by a maximum of 3 tonnes only.

M. The rates payable to the successful bidder for provision of tendered vehicle(s) or additional vehicle(s) required as per provision under this NIT will be as below:

<b>S . No.</b>	<b>Commercial vehicle type</b>	<b>Rates payable for tendered vehicle from origin to destination and vice versa (contracted rates)</b>
1.	5 tonne capacity with space for 25 cubic meter volume or more in load carrying compartment	65% of T
2.	7 tonne capacity with space for 28 cubic meter volume or more in load carrying compartment	75% of T
3.	9 tonne capacity with space for 32 cubic meter volume or more in load carrying compartment	Tender rate of 9 tonne vehicle (T)
4.	12 tonne capacity with space for 40 cubic meter volume or more in load carrying compartment	115% of T

5.	14 tonne capacity with space for 42 cubic meter volume or more in load carrying compartment	130% of T
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N. The Department may also require additional vehicles to run on a part of the route (as mentioned in this tender document) on point-to-point basis. Rates for running such vehicle(s) on point-to-point basis will be compensated on pro-rata basis.

Rates payable on point to point basis per trip= contracted rates payable to vehicle on the given route (Rs./Km) x Distance between points.

Example:

- A tendered route is touching 4 points as A->B->C->D & vice-versa having total running distance of route from A to D as 1000 Kms and with rate payable as Rs. 30/Km.
- If Department requires a vehicle to be run from point B to point D only (with distance 400 kms), rates would be calculated as below:
  - Rates payable from point B to point D per trip= Rs.30 x 400= Rs. 12,000/

O. In the event of failure to provide additional vehicle or vehicles with enhanced capacity on the tendered route by the successful bidder in case of emergency /short term requirements, the Department of Posts may hire vehicle(s) from the pool of technically qualified bidders who had participated in the instant tender as per the existing contracted rates payable to the successful bidder (para 28 also applicable). However, penalties in case of non-adherence to fixed timeline as per para 16 will be applicable. All requirements and features in such vehicle (s) should be as per the terms and conditions of this tender and accepted by the competent authority. The preference for selection of technically qualified bidder for this purpose shall be as under, in priority

(i) Three similar completed service costing not less than the amount equal to 40% of the estimated cost.

(ii) Average annual turnover submitted as a part of Technical bid.

**2.** The vehicle provided by the bidder should be BS-VI compliant and should not be more than three years old i.e. the vehicle should have registered on or after **03.01.2022**, and have a load carrying capacity of **05** tonnes or more with

space for **25** cubic meter or more volume for the route mentioned in para 1(a). There should be a provision of seating arrangement for traveling of one postal official if and when required. The body of the vehicle should be fully covered with water-tight metal sheets, paint the vehicle as per requirement of Department of Posts. The rear compartment of the vehicles should have two-part locking system. Firstly, the doors should have total of four lock bars comprising of two lock bars on each door and provision to secure these doors using Bullet seals (provided by the Department). Secondly, there should be a hidden locking system underneath the door of rear compartment with access from below. The vehicle should be available for operations within 30 days of awarding of tender. The contractor will provide high quality nylon/polypropylene cargo nets of appropriate load bearing capacity and size with hooks for fastening to the inside of vehicles to be used as separators. The number of such separators per vehicle shall be provided by the Department.

**3.** The successful bidder should bring to the notice of the Department of Posts, details of any discrepancy/ irregularity in performing the journey immediately and from time to time.

**4.** The competent authority reserves the right to reject any or all tender(s) without assigning any reasons.

**5.** The make and model of the vehicle should be specified separately in Annexure-III. Copies of registration certificate, fitness certificate, PUC Certificate and insurance should be submitted after finalization of the Tender process. All the vehicles must have valid road permit to run all over India.

**6.** The successful bidder shall have to enter into agreement with Department of Posts, within 07 days of date of issue of communication regarding acceptance of tender by Department of Posts, on non-judicial stamp paper of Rs.**100/-** cost of which shall be borne by the bidder.

**7.** The successful bidder shall provide the desired number of vehicles for the prescribed route as per the approved tender rate.

**8.** Contract charges to be mentioned in the commercial bid include charges of driver, repairs and maintenance of vehicle & GPS system, insurance, diesel/oil and also any other incidental expenses like toll taxes etc.

**9.** In the case of any accident, all the claims arising out of it shall be met by the bidder.

**10.** The vehicle will be kept neat and clean and in perfect running condition.

GPS provided to the vehicles should also be in proper working condition. Bidder shall provide vehicle of colour and branding as specified by the Department of Posts. Non provision of vehicle shall be considered as a default in context of para 16 (D) of this Annexure.

**11.** The vehicles supplied should also meet all legal and statutory environmental / similar requirements.

**12.** In case the vehicle goes out of order/ breaks down or does not function for any other reason at any point en-route, the Bidder shall provide a substitute vehicle as early as possible. During the intervening period, the Bidder shall ensure the safe custody of all consignments in the vehicle. In case the bidder does not provide a substitute vehicle within a reasonable period of time, the Department of Posts would have a right to hire a vehicle from the market at the cost of the Bidder.

**13.** The driver should have valid driving license and the vehicle should be registered with the concerned authorities. Necessary documents in this regard should be provided. The drivers of the vehicle provided must follow traffic rules and other regulations prescribed by the Government from time to time.

**14.** The drivers while performing the duty must be neatly dressed, preferably in proper uniform and must carry an identity card [\[GP2\]](#) and mobile phone in working condition, for which, no separate payment shall be made by the Department of Posts. The driver of the vehicles provided by the selected bidder should not have any adverse antecedents.

**15.** The contract between the Department and the successful bidder can be cancelled with prior notice of at least 60 days by either party to the contract.

## **16. Penalties**

A. In the event of non-supply of vehicle or non-completion of any journey or of delay in completion of any journey in accordance with the time table hereinbefore provided. In the event of failure to deliver the parcel/mailbags at the prescribed destination offices in time or receive/hand over any postal article or parcel/mail bags at any of the places (not more than the prescribed capacity of vehicles), failure to maintain efficient service to offices prescribed in the schedule of trips, the bidder shall be liable to pay the below mentioned penalties.

S. No	Penalty Condition	Penalty amount
1	Non provision of vehicle/vehicles for any trip	<p>1. The Department of Posts would have a right to hire a vehicle from the market/pool of technically qualified bidders and expenditure incurred will be borne by the contracted Bidder. The amount will be deducted from the monthly bill raised by the bidder.</p> <p>2. No payment shall be made to bidder for failed trip</p> <p>3. A fixed amount of Rs. 10,000/- for each incidence of non-attendance at any origin/exchange/destination point during a trip will be deducted from the monthly bill raised by the bidder.</p>
2	<p>Non-provision of India Post branded vehicle for any trip.</p> <p><i>(Not applicable in case of short term and emergency requirement as described in para 28 of this Annexure)</i></p> <p><i>India Post branded vehicle for application of penalty clause means vehicle painted as per Department of Posts requirement</i></p>	<p>1. Non provision of vehicle shall be considered a default in context of para 16 (D) of this Annexure.</p> <p>2. Exemption may be given by competent authority in exceptional circumstances.</p>
3a.	<b>Penalty in case of non-adherence to fixed timeline as per para 1(A)</b>	

<b>Trips delay per month per route</b>		<b>Penalty as % of monthly bill (per route)</b>
<b>I.</b>	Less than or equal to 5% of total monthly trips	Nil
<b>II.</b>	More than 5% & less than or equal to 10% of total monthly trips	5%
<b>III.</b>	More than 10% & less than or equal to 20% of total monthly trips	15%
<b>IV.</b>	More than 20% of total monthly trips	20%
3b.	Relaxation of upto 30 minutes to fixed timelines mentioned in para 1(A) shall be permitted for 10% of monthly trip before application of clause 3a above. Relaxation beyond 30 minutes may be given for such 10% in monthly trips in extraordinary circumstances with approval of competent authority. Further, such breach would not be considered as default in context of para 16 (D) of this Annexure.	

B. Provided always that the bidder shall not be liable to pay any such amount under this clause for any such default, delay or failure as hereinbefore described if and so far as the same shall have been caused by or be due to closing of road by the District Board, Public Works Department, or the Police to motor vehicles carrying mails, mob violence or other irresistible force or an act of God. But the fact that part of the road may become impassable for vehicular traffic shall not relieve the successful bidder of his liabilities under the contract and in such case, notwithstanding anything hereinbefore contained, he shall without extra cost to the Government, arrange to convey the parcel and mail bags to prescribed destination as per schedule.

C. Provided further that the liabilities of the bidder to pay the amounts hereinbefore mentioned are without prejudice to the Department of Posts' other right to be reimbursed any expenses to which the Department is put to as a consequence of such default and other rights in respect thereof.

D. Provided also that if the bidder makes more than six defaults in one month repeated for more than three months in a year or fails to maintain an efficient motor vehicle service or to perform and observe any of the stipulations, agreements and conditions herein contained (as to which, the decision of the competent authority will be final) or if the bidder becomes insolvent or if a company being dissolved except as provided in para 33 of this Annexure either voluntarily or



compulsorily, the authority who has signed this agreement may, by a written notice, forthwith terminate the contract after a decision to terminate the contract is taken by the competent authority in addition to or in lieu of any other remedies, and also declare forfeited the whole or any part of the security.

E. Provided further that in the event of the contract being liable to be terminated as aforesaid, the Department of Posts may, at its discretion, either terminate the contract or forfeit the entire performance guarantee money and terminate the contract. But any such termination of the contract or forfeiture of security as aforesaid shall be without prejudice to the right of the Department to all other remedies in respect of every failure or default and particularly to the Department's right to recover the full amount of loss or damages which the Department may have sustained even though the amount be in excess of the sum forfeited and the security so forfeited may or may not be taken towards satisfaction of any such loss or damages.

**17.** The successful bidder and driver shall be bound to carry out the instructions of the Department of Posts as well as of the officers assigned to the vehicle.

**18.** A daily record indicating time in and time out from origin and destination office and exchange points for each vehicle shall be maintained in a log book by the successful bidder.

**19.** Dedicated vehicles and drivers must be provided and changes will be permitted only in exceptional circumstances with the consent of the competent authority.

**20.** In the event of the award of the contract and prior to execution of the contract, the successful bidder shall be required to submit the competent authority, copies of the registration certificate, permits or licenses issued by Central Government/State Government/Local Government, Fitness/Road Worthiness Certificate, PUC Certificate, comprehensive insurance policies of the vehicles being offered for hire and particulars with photograph of the vehicle along with copy of driving license of the drivers dedicated to each vehicle. The vehicle shall meet all requirements relating to Motor Vehicles Act and any additional requirements which may come into effect during performance of this contract. Bidder shall also be required to produce the vehicles for the physical verification/ inspection to competent authority prescribed for the purpose, in order to ensure vehicles are as per requirements mentioned in para 2 above and para 3(A) of Annex. - III. A checklist is given in Annexure-VIII for reference.

**21. The contract will be effective for two years from the date of signing of Agreement** unless terminated earlier as per clause No. 15& 16. The c

contract may be renewed for a further period of one year, subject to satisfactory performance and on the same terms and conditions.

**22.** The contract shall remain valid till the completion of scope of services or end of contractual duration (whichever is earlier) unless terminated by either of the parties as per provisions of the contract.

**23.** On expiry of the contract, Departmental branding, if any, shall be removed from the vehicles before the security deposits of the contractor are refunded. The successful bidder shall also submit an undertaking for this purpose along with the Technical bid.

The contractor shall give an undertaking with the Technical Bid that the vehicle will be used solely for the purpose of transmission of postal/mail bags and not for any other item not related to Department of Posts.

The contractor shall be solely responsible for any legal consequences arising out of the illegal use of the hired vehicle. An undertaking to this effect should be provided by the contractor with the Technical Bid.

#### **24. Terms of payment**

A. The bidder shall raise bill/invoice on or before the 15<sup>th</sup> day of the succeeding calendar month through GeM portal in respect of such services showing the details of calculation with full particulars and documents in support thereof to competent authority in Postal Circles associated with origin city of respective routes. The bills may be submitted offline to the Department of Posts whenever the bidder is unable generate invoice through GeM portal. The monthly remuneration is payable to the bidder(s) within 30 days of the presentation of the bill as aforesaid.

B. No payment shall be made in advance nor shall any loan from any bank or financial institution be recommended on the basis of the order of award of work.

C. All payments shall be made by the Department of Posts by cheque/NEFT/RTGS only.

D. The Department of Posts shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties as per para 16 of this Annexure.

E. The term "payment" mentioned in this para includes all types of payment due to the firm arising on account of this contract excluding Bid Security and Performance Security governed by the separate clauses of the contract.

F. TDS and other taxes will be recovered from all the bills before making p

ayments as per the rates and instructions prevailing at the time of payment.

G. The amount which may be paid to or claimed against the successful bidder due to HSD (High Speed Diesel) fuel price increase/decrease shall be calculated as per methodology given below.

H. Provided always that, during the continuation of this contract, if the average HSD fuel price (including local Government taxes) prevailing on 15<sup>th</sup> of a given month for any of the calendar months in which this contract will be in force, be more or less than the average HSD fuel price (including the local Government taxes) prevailing on the date of issue of the Notice Inviting Tender (NIT) (here-in-after referred to as the basic price), then amount which may be paid to or claimed against the successful bidder shall be 0.3% of bid price per route for every 1% increase or decrease in basic HSD fuel price. The amount which may be paid to or claimed against the successful bidder shall be calculated for all trips undertaken in a given month. The calculation shall be undertaken as per the following formula.

Amount to be paid or claimed against the bidder (in % of bid price per route)=  $(P1 - PB) / PB \times 100 \times 30/100$  where

P1 = Average HSD fuel price on 15<sup>th</sup> of the month of start of operations and thereafter (simple average of price prevailing in origin and destination cities);

*Sum of HSD fuel price on 15<sup>th</sup> of the month in origin and destination cities*

\* Average HSD price = -----  
-----

2

PB = Basic HSD price on the date of issue of tender as given below (simple average of price prevailing on the date of issue of NIT in origin and destination cities):-

Origin - Destination Pair	Price in origin city as on __/__/__	Price in Destination city as on __/__/__	Simple average
Delhi - Nagpur			

Example:

Assumptions

- Issue date of NIT - 01/09/2019
- Date of start of operations - 01/11/2019
- Average base price of HSD on 01/09/2019 in origin and destination city - Rs. 70/-
- Average price of HSD on 15/11/2019 in origin and destination city - Rs. 77/-
- Based on above assumption the compensation for the month of November 2019 would be 3% of bid price for each trip performed in the month of November 2019.

I. The amount which may be paid to or claimed against the bidder on this account shall be claimed within 90 days by the Government or the bidder as the case may be.

J. And provided further that in case of extra kilometer run due to addition of transshipment centre along the route, the amount which may be paid to or claimed against the bidder due to HSD price increase/decrease would be reckoned basis total compensation paid as per para 1 above.

K. Provided always that no claim for any increase in the remuneration for any calendar month shall be considered by the Government if the bill for any calendar month is not submitted by the bidder(s) on or before the date herein before mentioned.

L. Provided also that if during the period of this agreement the costs incurred by the bidder in fulfilling this agreement are increased or decreased as a direct result of the passing of any Act of Legislature, the contracting parties hereto shall respectively be entitled to claim corresponding revision of payment to be made to the bidder under this agreement.

**25.** Bidder will not use the vehicle for the purpose of this agreement until its style, power, design manufacture and body and other prescribed specifications have been approved by the competent authority as mentioned in para 20 of this Annexure for use under this agreement. All such vehicles approved by competent authority shall only be used by the successful bidder for the conveyance of the said parcel bags and for the performance of this agreement.

**26.** The successful bidder during the period of the contract will punctually observe the timings mentioned in the schedule of trips for the departure and arrival from and to the various offices and Parcel/mailbag exchange points and will follow the routes respectively prescribed in such schedule for particular trips between various offices and exchange points mentioned in that schedule.

**27.** Postal staff at the loading point will ensure that the vehicle is not overloaded beyond its prescribed carrying capacity. However, the driver will also have to confirm that vehicle is not overloaded before departure and point out any discrepancy before the start of the journey.

**28. Change in Schedule**

A. Department of Posts by notice in writing by the competent authority shall be at liberty at any time or times or from time to time whenever deemed fit, to make any alternations in the capacity of the schedule or schedule of trips or to

o cancel or alter the schedule of trips or to substitute another schedule. But any such cancellation alteration or substitution will be made only after one week's prior notice to the bidder except in emergency cases. The competent authority may also at any time order in writing an extra trip to be performed on any particular day as per below mentioned timelines:

Arrangement type	Notice period for bidder	Requirement of vehicle
Long term	20 days	For more than 3 months (Multiple trips)
Short Term	7 days	For upto 3 months (Multiple trips)
Emergency	24 hours	For single trip

B. Provided further, that in the event of an extra trip being ordered competent authority will also fix the hours of arrival and departure of such additional trip and also specify the type of motor vehicles to be used for the purpose.

C. And provided further, that for emergency requirement successful bidder may be compensated extra by no more than 15% of bid price. However, no such compensation shall be paid for short term requirement.

D. And provided further that non-provision of non-branded vehicle for short term and emergency arrangement will not be considered as default as mentioned in para 16 of this Annexure.

E. And provided further that, the successful bidder shall inform the competent authority that vehicle provided under short term and emergency arrangement are as per prescribed specifications.

F. And provided further that, for providing vehicle on long term arrangement, the successful bidder has to fulfill requirements given in NIT and the successful bidder shall take approval of competent authority as per terms and conditions of the NIT.

**29.** The Bidder will comply with the instructions of the said postal competent authority, as mentioned in the schedule of trips, as to the mode in which the said parcel and mail bags will be stored, packed and loaded in, or removed, from the vehicles of the bidder.

**30.** The successful bidder will be solely responsible for obtaining necessary permits, licenses, etc. from the Local Authorities or State Governments. The bidder will bear and pay all rates, taxes and fee levied by a local authority or a state government payable in respect of the motor vehicles provided by the bidder for

the purposes of this agreement. The successful bidder shall at his own expense maintain all such motor vehicles, machinery and all parts thereof in clean, good and proper working condition and all motor vehicles shall be fit for use. The successful bidder shall supply all fuel, lubricants, carriage lights, spare parts and other things necessary for the proper running thereof and for the due performance of the motor vehicles for the purposes of this agreement. All such motor vehicles will as to their continual condition and fitness for the efficient performance of this agreement be subject, at all times, to the inspection and approval of the competent authority. All vehicles will be fully repainted in March or October every year (according as the service is in the hills or in the plains respectively) and be kept otherwise in a presentable condition as required by the competent authority and at least one spare tyre and a tube be made ready and available for use thereon.

**31.** The successful bidder should declare that no one connected with or in the employment of the Department of Posts has any interest in this contract nor will any such person ever be admitted as a partner to any interest in this contract. The bidder will furnish to the Department of Posts, in writing with full particulars of his business and will also, if so required, furnish to the competent authority name, parentage, age, residence and specimen of signature or thumb mark as the case may be of all the agents and servants whom he proposes to employ for the purposes of this contract before they are so employed and the Department of Posts will be at liberty to forbid the employment of any person whom the competent authority may consider undesirable.

**32.** This contract will not, nor any part thereof or any interest therein be transferred by the bidder to any person or persons or to a company or attempted to be so done without the previous consent in writing of the competent authority being first had and obtained, but the successful bidder's heirs and representatives will with the consent in writing of the competent authority have the right to continue to perform the duties or engagements of the bidder under the contract in case of his death. In the event of the bidder transferring his business and in the event of the successful bidder being a company being wound up and at any time during the period of this contract for the purpose and with the object of transferring its business to any person, persons or a company, the bidder will make it one of the terms and stipulations for the contract for transfer of his properties and business to such other person or company that such other person or company will, provided the competent authority consents to the same, continue to perform the duties or engagements of the bidder under the contract.

**33.** If during the existence of the contract, the successful bidder being a partnership firm, is dissolved or reconstituted due to the death, retirement,

insolvency, admission of new partners or otherwise howsoever, the bidders will forthwith give notice of such dissolution or reconstitution to the competent authority who will be entitled in his absolute discretion either to terminate the contract without any liability on the part of the Department of Posts to compensate the Bidder for any loss or damage in consequence thereof or to continue the same contract. In the event of the competent authority deciding to continue the contract, the partners of the reconstituted firm will be bound by the terms and conditions of the contract in all respects and to the same intent and effect, as if they were parties to the contract and such partners will execute a fresh contract to that effect when called upon by the competent authority to do so.

**34.** The successful bidder will be responsible for all losses and damages caused to Department of Posts by fire, collision or accident arising out of the execution of this agreement and for all damages to property or persons or animals caused by any motor vehicle used for the purposes of this agreement whether by reason of negligence or default of the driver or any other person or otherwise and the bidder will indemnify the Government against all such losses, damages and from the payment of every fine and legal expenditure which may be imposed on any driver for driving negligently or at an excessive speed or without proper light or contrary to the traffic directions from time to time given by the Police or to any Railway or Port Trust Rules for the time being in force or otherwise, however, including any claims under the Workmen's Compensation Act.

**35.** The successful bidder will be solely and absolutely liable and responsible for the due, and safe custody and delivery in good order and condition of all contents of the parcel and mail bags entrusted or delivered to him for carriage, conveyance and delivery under provisions of this contract and for all losses thereof or damages or injuries thereto respectively and will be delivered by him to the proper officer of the designated office or other authorized person on the termination of their carriage and will be liable to pay to the Department of Posts the value of all or any of such contents which may be lost or damaged between the times aforesaid and the amount of all other losses, damages, costs, charges or expenses whatsoever if any arising from the failure so to deliver the said parcel and mail bags or any part or portion thereof in such good order and condition and at such times as aforesaid and the certificate of the competent authority of every amount payable by the bidder under this clause will be conclusive as to the amount thereof and binding on the bidder.

A. And provided further, such an amount shall be decided on the basis of compensation to be paid by Department of Posts to final consumer. The compensation to be paid to final consumer for loss or damage of letters, papers packets, parcels, documents, articles and other things is decided either as per compensa



tion criteria provided in guidelines issued by department from time to time in this regard or as per insured value of product. The summary of current prevailing compensation criteria based on guidelines issued by Department of Posts is provided in Annexure -IX for reference purpose. The bidder shall refer to guidelines and notification for comprehensive understanding of such compensation criteria .

B. Provided always that the responsibility and liability of the bidder under this clause will not extend to any loss, damage or injury caused by or resulting from the acts of god, violence of a mob or other irresistible force or by any person or persons not in the employ or under the control of the bidder, and provided, however, and notwithstanding anything aforesaid that when under orders in writing of the competent authority, a postal official is detailed to accompany any articles to be carried under this agreement, the bidder will not be liable for any loss thereto while the said official is accompanying the same unless in the opinion of the competent authority(which will be final and binding on the bidder ) such loss is due to any fault, negligence or criminal action on the part of the bidder or any employee of the bidder.

**36.** The successful bidder shall undertake to run the vehicles for the purpose of this contract **on Diesel /CNG** (*type of fuel*) and also agrees that in case he uses any motor fuel other than **Diesel /CNG** (*type of fuel*) whether under the orders of the Central Government or any State Government or for any reason whatsoever, than bidder shall notify in advance to the competent authority in writing the date from which such other motor fuel would be used, the Government may in its option either immediately terminate this contract or require the bidder(s) to carry out the contract for such period not exceeding a period of six months from the date from which such other fuel is used without claiming any extra remuneration either on account of the increased price of the motor fuel actually used or for any reason whatsoever.

**37.** That without prejudice to any right or remedy that may have accrued to either party by reason of any antecedent breach of any of the provisions herein contained or without prejudice to any claim of any nature whatsoever that the either party may have against the other in pursuance of these presents, this contract may be terminated at any time by either of the parties hereto giving to the other, **two calendar months' notice** in writing of his intention so to terminate the same.

**38.** Any notice required to be given as per para 36 above, on the part of the Department of Posts shall be deemed to be duly given if signed by the competent authority(the person for the time being entrusted with the functions, duties and powers of the competent authority) and delivered to the Bidder or sent by re

gistered post at his usual or last known place of residence or business and any notice required to be given hereunder on the part of the bidder shall be deemed to be sufficiently given if delivered or sent by registered Post to the office of the competent authority.

**39.** The Bidder shall provide duly licensed drivers of the motor vehicles when used for the purpose of this agreement. The bidder shall pay the wages of every such driver. All such drivers shall be deemed to be the servants of the bidder but they shall obey all orders and directions given to them by duly AUTHORISED postal officials for the purpose of carrying out the services to be performed by the bidder under this agreement. If the competent authority shall give notice in writing to the bidder that it has reason to be dissatisfied with the conduct of any driver, the bidder shall forthwith on receiving the complaint substitute another driver for the purpose of the contract.

**40.** The competent authority shall have the right in its absolute discretion to reject temporarily or permanently and require the bidder not to use accordingly any motor vehicle provided or kept by the bidder for the purpose of this agreement which it may consider unfit or unsafe to be employed for the purpose of carrying the said postal articles and mail bags or any such postal official as aforesaid notwithstanding that the same may have previously been approved under any clause hereof and any such rejection shall be conclusive and binding upon the bidder and in such events the bidder shall forthwith substitute for such motor vehicles so pronounced unfit and unsafe other fit and safe motor vehicles of the same type, though not necessarily of the same make, but such substituted commercial vehicles shall be subject to the submission and approval as per terms and conditions of NIT.

**41.** Whenever any claim for the payment of a sum of money arises out of, or under this contract against the Bidder, the Department of Posts shall be entitled to recover such sum by appropriating, in part or whole, the performance security deposited by the bidder, forming the whole or part of such security. In the event of the performance security being insufficient, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the bidder under this or any other contract with the Department of Posts in the Postal Department. Should this sum be not sufficient to cover the full amount recoverable, the bidder shall pay to the Department of Posts forthwith on demand and without demur the remaining balance due.

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा

जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**