




Government eProcurement System		eProcurement System Government of India	
Tender Details		Date : 06-Sep-2024 05:18 PM	
			
 Print			
<b>Basic Details</b>			
<b>Organisation Chain</b>	Department of Posts  AP Circle,Dept. of Posts  PMG,Vijayawada Region,Vijayawada,POST  Tech. Sec,PMG,Vijayawada Region,Vijayawada,POST		
<b>Tender Reference Number</b>	D-4/RTN/ VJA-CHE /Sche-2044/2024.		
<b>Tender ID</b>	2024_DOP_824911_1	<b>Withdrawal Allowed</b>	Yes
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	Works
<b>Tender Category</b>	Works	<b>No. of Covers</b>	2
<b>General Technical Evaluation Allowed</b>	No	<b>ItemWise Technical Evaluation Allowed</b>	No
<b>Payment Mode</b>	Offline	<b>Is Multi Currency Allowed For BOQ</b>	No
<b>Is Multi Currency Allowed For Fee</b>	No	<b>Allow Two Stage Bidding</b>	No
<b>Payment Instruments</b>		<b>Cover Details, No. Of Covers - 2</b>	
Offline	<b>S.No</b>	<b>Instrument Type</b>	
	1	Direct Credit	
	2	Demand Draft	
	3	R-T-G-S	
	4	NEFT	
<b>Cover No</b>	<b>Cover</b>	<b>Document Type</b>	<b>Description</b>
1	Fee/PreQual/Technical	.pdf	VEHICLES FOR CONVEYANCE OF PARCELS/MAILS ON ROUTE VIJAYAWAD - CHENNAI AND VICE VERSA NIT
		.pdf	VEHICLES FOR CONVEYANCE OF PARCELS/MAILS ON ROUTE VIJAYAWAD - CHENNAI AND VICE VERSA TECH
2	Finance	.xls	VEHICLES FOR CONVEYANCE OF PARCELS/MAILS ON ROUTE VIJAYAWAD - CHENNAI AND VICE VERSA FINANCIAL
<b>Tender Fee Details, [Total Fee in ₹ * - 2,000]</b>		<b>EMD Fee Details</b>	
<b>Tender Fee in ₹</b>	2,000	<b>EMD Amount in ₹</b>	5,00,000
<b>Fee Payable To</b>	Senior Postmaster, Vijayawada	<b>EMD Exemption Allowed</b>	Yes
<b>Fee Payable At</b>	Any Post Office	<b>EMD Fee Type</b>	fixed
		<b>EMD Percentage</b>	NA
		<b>EMD Payable To</b>	Senior
		<b>EMD Payable At</b>	At


 <b>Government eProcurement System</b>	HO, Vijayawada	Postmaster, Vijayawada	Any Post Office
	Yes	HO, Vijayawada	
<b>Tender Fee Exemption Allowed</b>			

[Click to view modification history](#)

<b>Work /Item(s)</b>					
<b>Title</b>	HIRING OF COMMERCIAL VEHICLES WITH DRIVERS FOR CONVEYANCE OF PARCELS AND MAILS ON ROUTE VIJAYAWADA to CHENNAI and VICE VERSA				
<b>Work Description</b>	HIRING OF COMMERCIAL VEHICLES WITH DRIVERS FOR CONVEYANCE OF PARCELS AND MAILS ON ROUTE VIJAYAWADA to CHENNAI and VICE VERSA				
<b>Pre Qualification Details</b>	please refer tender documents				
<b>Independent External Monitor/Remarks</b>	NA				
<b>Show Tender Value in Public Domain</b>	Yes				
<b>Tender Value in ₹</b>	2,50,00,000	<b>Product Category</b>	Shipping/ Transportation/ Vehicle	<b>Sub category</b>	AS PER TENDER DOCUMENT
<b>Contract Type</b>	Tender	<b>Bid Validity(Days)</b>	180	<b>Period Of Work(Days)</b>	730
<b>Location</b>	SRM RMS Y DIVISION VIJAYAWADA	<b>Pincode</b>	520001	<b>Pre Bid Meeting Place</b>	NA
<b>Pre Bid Meeting Address</b>	NA	<b>Pre Bid Meeting Date</b>	NA	<b>Bid Opening Place</b>	VIJAYAWADA
<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	No		

<b>Critical Dates</b>			
<b>Publish Date</b>	06-Sep-2024 05:20 PM	<b>Bid Opening Date</b>	27-Sep-2024 10:00 AM
<b>Document Download / Sale Start Date</b>	06-Sep-2024 05:30 PM	<b>Document Download / Sale End Date</b>	26-Sep-2024 10:00 AM
<b>Clarification Start Date</b>	NA	<b>Clarification End Date</b>	NA
<b>Bid Submission Start Date</b>	06-Sep-2024 05:30 PM	<b>Bid Submission End Date</b>	26-Sep-2024 10:00 AM

<b>Tender Documents</b>				
<b>NIT Document</b>	<b>S.No</b>	<b>Document Name</b>	<b>Description</b>	<b>Document Size (in KB)</b>
	1	Tendernotice_1.pdf	VEHICLES FOR CONVEYANCE OF PARCELS/MAILS ON ROUTE VIJAYAWAD - CHENNAI AND VICE VERSA NIT	581.61
	2	Tendernotice_2.pdf	VEHICLES FOR CONVEYANCE OF PARCELS/MAILS ON ROUTE VIJAYAWAD - CHENNAI AND VICE VERSA TECHNICAL	1059.21
	3	Tendernotice_3.pdf	VEHICLES FOR CONVEYANCE OF PARCELS/MAILS ON ROUTE VIJAYAWAD - CHENNAI AND VICE VERSA FINANCIAL	637.15
<b>Work Item Documents</b>	<b>S.No</b>	<b>Document Type</b>	<b>Document Name</b>	<b>Description</b>
				HIRING OF COMMERCIAL VEHICLES WITH DRIVERS

	1	Tender Documents	technical.pdf	FOR CONVEYANCE OF PARCELS AND MAILS ON ROUTE VIJAYAWADA to CHENNAI and VICE VERSA TECH	1043.35
	2	Tender Documents	NIT.pdf	HIRING OF COMMERCIAL VEHICLES WITH DRIVERS FOR CONVEYANCE OF PARCELS AND MAILS ON ROUTE VIJAYAWADA to CHENNAI and VICE VERSA NIT	565.78
	3	Tender Documents	Financialbid.pdf	HIRING OF COMMERCIAL VEHICLES WITH DRIVERS FOR CONVEYANCE OF PARCELS AND MAILS ON ROUTE VIJAYAWADA to CHENNAI and VICE VERSA FINANCIAL	621.32

### Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	srmyvja@gmail.com	Naganaik Belavathi	NAGANAİK BELAVATHI
2.	spsdvja1@gmail.com	ANIL KUMAR RANGAVAJHULA	ANIL KUMAR RANGAVAJHULA
3.	pmu.vijayawada@indiapost.gov.in	VEERANARAYANA SEERAM	VEERANARAYANA SEERAM

### Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Stage to disclose Bid Details in Public Domain	Technical Bid Opening
BoQ Comparative Chart model	NIL	BoQ Comparative chart decimal places	2
BoQ Comparative Chart Rank Type	NIL	Form Based BoQ	No

### TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	<a href="#">PPP-MII Order 2017</a>	Agree	
2	<a href="#">MSEs Order 2012</a>	Agree	

### Tender Inviting Authority

Name	SRM, RMS Y DIVISION
Address	SRM, RMS Y DIVISION, VIJAYAWADA, Caltex Road, Opp RE Colony, Near Railway Station East Entrance ii, Vijayawada

### Tender Creator Details

Created By	VEERANARAYANA SEERAM
Designation	AD (Mails)
Created Date	06-Sep-2024 04:39 PM

F.No. **D-4/RTN/VJA-CHE/Sche-2044/Sche-1044/2024** Dated: 06/09/2024

**NOTICE INVITING E-TENDER (through GeM)**

**Sub: HIRING OF COMMERCIAL VEHICLES WITH DRIVERS FOR CONVEYANCE OF PARCELS/MAILS ON ROUTE VIJAYAWADA – CHENNAI & VICE VERSA**

Online bids are invited on behalf of the President of India under the two-bid system (Technical Bid and Commercial Bid) for conveyance of parcels /mail bags on the route ("**Vijayawada – Chennai – Vijayawada**") on contract basis by hiring of commercial vehicles with drivers from firms / transporters / bidders for a period of two years. The contract is extendable for a further period of one year on same terms & conditions subject to satisfactory performance of contractor. The method of submission of online tender, amount of Earnest Money/Security Deposit & General Conditions applicable for hiring of commercial vehicles have been mentioned in **Annexure-I**.

2. Parameters and work specifications and other Terms and Conditions of the tender have been mentioned in **Annexure-II**. The Proforma for Submission of Tender is at **Annexure-III** (Technical Bid) and **Annexure-IV** (Commercial Bid) to this Notice Inviting Tender. Pre-Contract Integrity Pact is at **Annexure-V**, Bank Guarantee Proforma is at **Annexure-VI**, Technical Compliance Sheet (To be submitted along with Technical Bid) is at **Annexure-VII**, Tentative Vehicle Requirement Checklist is at **Annexure-VIII**, Compensation criteria followed by Department of Posts in case of Loss & Damage is at **Annexure-IX**, Model Certificate for Sharing Land Border with India is **Annexure-X**, Self-Certification for Local Content is at **Annexure-XI** and Affidavit for Purchase of New Vehicle is at **Annexure – XII**.

**3. Schedule of Tender is as under:**

Tender No.	<b>D-4/RTN/VJA-CHE/Sche-2044/Sche-1044/2024</b>
Sale of Tender Form	<b>06.09.2024</b>
Estimated cost	<b>Rs. 2, 50, 00, 000/-</b>
Amount of Earnest Money Deposit (EMD)	<b>Rs. 5, 00, 000/-</b>
Last date and time of receipt of Tender	<b>26.09.2024 at 10:00Hrs</b>
Date & Time of online opening Technical Bids	<b>27.09.2024 at 10:00Hrs</b>
Date for opening of Financial Bids	<b>Will be uploaded in GeM – CPP portal after evaluation of Technical Bids</b>

**Venue of opening of the eTender:** O/o Superintendent, RMS 'Y' Division  
Vijayawada beside Vijayawada Railway Station Caltex Road, Vijayawada – 520001

**Venue of Pre-Bid Meeting:** O/o Superintendent, RMS 'Y' Division Vijayawada  
beside Vijayawada Railway Station Caltex Road, Vijayawada – 520001

4. The e-Tender documents along with terms & conditions can be downloaded from the Government e Marketplace (GeM) portal <https://gem.gov.in>.

5. The price of tender form of Rs. 2000/- should be credited by online payment through NEFT ( ACCOUNT NO: 10464669809, IFSC CODE : SBIN0000948 ) or in form of Demand Draft (D.D) in favour of "**SENIOR POST MASTER VIJAYAWADA HO**" and scanned copy of D.D/NEFT receipt may be uploaded accordingly. In case of payment by D.D, the original D.D. shall be sent in a sealed envelope to the **O/o Superintendent, RMS 'Y' Division Vijayawada beside Vijayawada Railway Station Caltex Road, Vijayawada – 520001** by Speed Post/Registered Post or handed in person so that the cover reaches on or before date & time of opening of tender.

6. Micro and Small Enterprises (MSEs) firms with '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 payment of tender fee.

---

7. The terms and conditions of the tender in pdf format are attached. Complete tender document may be downloaded from the GeM portal. Information on any issue related to this tender or corrigendum/addendum, if any, will also be available on the GeM portal.

8. Bidders are required to submit their tenders online on the GeM portal only. Offline bids will not be accepted.

**Smt. G. V. Bala Saraswathi**  
**Superintendent**  
**RMS Y Division**  
**Vijayawada - 520001**

**GENERAL TERMS AND CONDITIONS OF THE CONTRACT FOR HIRING OF  
COMMERCIAL VEHICLES WITH DRIVER FOR CONVEYANCE OF  
PARCELS/MAILS ON ROUTE VIJAYAWADA – CHENNAI & 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. 3, 75, 00, 000/- (Rs. Three Crores and Seventy five Lakhs 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 along 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 **9** tonnes or with space for **32** 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.

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 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. **Rs. 5, 00, 000/- ( Rs. Five Lakhs 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 **Smt. G. V. Bala Saraswathi, Superintendent, RMS 'Y' Division, Vijayawada - 520001** 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 **26.09.2024 upto 10:00Hrs**

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 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 formation 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% (Five Percentage)** 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 termed as L1. If L1 is 'Class-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 information 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 thereunder 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 Postmaster General, Andhra Pradesh Circle, Vijayawada - 520013**, 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 **RMS 'Y' Division, Vijayawada**, 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 Postmaster General, Andhra Pradesh Circle, Vijayawada -13**, 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 Postmaster General, Andhra Pradesh Circle, Vijayawada -13** or such other place which the sole arbitrator may decide.

**Smt. G. V. Bala Saraswathi**  
**Superintendent**  
**RMS Y Division, Vijayawada - 520001**

**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 \_\_\_\_\_**

**1. Scope of work**

A. Department of Posts intends to operationalize (“**Vijayawada – Chennai – Vijayawada**”), 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 **9** tonnes or more with space for “**32**” 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.	Vijayawada – Chennai – Vijayawada	452 Kms	PPC Gollapudi Vijayawada	Ongole RMS & Nellore RMS	Chennai Transshipment Centre	11Hours

B. The vehicles will run between the route 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 kilometers 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:

{Contracted rates per rotation trip / (2 X Distance for one way)} X 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:

{Contracted rates per rotation trip / (2 X Distance for one way)} X 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.

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 additional 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

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 **01.09.2021**, and have a load carrying capacity of **9** tonnes or more with space for **32** 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 water proper uniform and must carry a identify card 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 herein before 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 bagsat 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	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.
		2. No payment shall be made to bidder for failed trip
		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.
2	<p>Non-provision of India Post branded vehicle for any trip. <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>
	I. Less than or equal to 5% of total monthly trips	Nil
	II. More than 5% & less than or equal to 10% of total monthly trips	5%
	III. More than 10% & less than or equal to 20% of total monthly trips	15%
	IV. 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 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 payments 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), than 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 =  $\frac{\text{-----}}{2}$

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
Vijayawada - Chennai			

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 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 arrangements 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 compensation 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 ..... (*type of fuel*) and also agrees that in case he uses any motor fuel other than.....(*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 registered 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.

**Smt. G. V. Bala Saraswathi**  
**Superintendent**  
**RMS Y Division**  
**Vijayawada - 520001**

**(TECHNICAL BID)**

[To be uploaded in the following format on GeM portal]

**TENDER FORM FOR HIRING OF COMMERCIAL VEHICLES WITH DRIVERS FOR  
CONVEYANCE OF PARCELS/MAILS BAGS ON ROUTE \_\_\_\_\_**

To

The President of India

Through – Superintendent

RMS 'Y' Division,

Vijayawada

"Address" Beside Vijayawada Railway Station

Caltex Road, Vijayawada – 1.

**WITH** reference to the tender published in GeM Portal dated ...../...../20\_\_, I/we hereby offer, subject to the conditions hereinafter appearing, the following Technical Bid for conveyance of parcel/mail bags by commercial vehicles for the duration of the validity of this contract.

2. I/we agree to provide complete information against each Technical Parameter. Any incomplete information/non information provided against any Technical Parameter shall be considered non-responsive and liable to be rejected.

- i. Name, address & telephone no. of the bidder:
- ii. Scanned copies of receipts for tender fee and EMD (bid security) **are uploaded with tender documents. Original receipts are sent in a sealed envelope to (Smt. G. V. Bala Saraswathi, Superintendent, RMS 'Y' Division, Vijayawada – 520001) by Speed Post/Registered Post/by Hand so that the cover should reach on or before date & time of opening of tender.**

3. The details of the vehicles offered are as follows: -

a. Details of vehicle

(i)	Make of vehicle/ Manufacturer	
-----	-------------------------------	--

(ii)	Model/Type of vehicle	
(iii)	Carrying capacity of vehicle (Kgs)	
(iv)	Volume of load carrying compartment (meters cube)	
(v)	Owned/hired/To be newly purchased (In case, to be newly purchased, an Affidavit is submitted as per Annexure-XII)	

b. Scan copies of following documents are uploaded with this Technical Bid:-

(i)	Copy of GST/VAT tax registration /Service tax registration certificate.																									
(ii)	Copy of PAN card																									
(iii)	Authenticated copies of the income tax filed for the preceding three years, copies of audited balance sheets and Profit & Loss Account for the preceding three financial years i.e. for the year F.Y 2021-22, F.Y 2022-23 & F.Y 2023-24																									
(iv)	Scanned copies of receipts towards EMD amount and tender fee																									
(v)	Certificate of Annual Turnover duly certified																									
(vi)	<p>Details of Past Experience (Clause 2 D and E of Annexure-I)</p> <p>The details of each completed contract shall be submitted in below mentioned format on separate sheet. <b>The contract copy &amp; completion certificate must be submitted along with</b></p> <table border="1"> <thead> <tr> <th>Sl no.</th> <th>Particulars</th> <th>Bidder response</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Name of Customer</td> <td></td> </tr> <tr> <td>2</td> <td>Address of the customer</td> <td></td> </tr> <tr> <td>3</td> <td>Contract Value</td> <td></td> </tr> <tr> <td>4</td> <td>Start Date</td> <td></td> </tr> <tr> <td>5</td> <td>Completion Date</td> <td></td> </tr> <tr> <td>6</td> <td>Work order/ Agreement no.&amp; date</td> <td></td> </tr> <tr> <td>7</td> <td>Work satisfactory completion certificate &amp; date</td> <td></td> </tr> </tbody> </table>		Sl no.	Particulars	Bidder response	1	Name of Customer		2	Address of the customer		3	Contract Value		4	Start Date		5	Completion Date		6	Work order/ Agreement no.& date		7	Work satisfactory completion certificate & date	
Sl no.	Particulars	Bidder response																								
1	Name of Customer																									
2	Address of the customer																									
3	Contract Value																									
4	Start Date																									
5	Completion Date																									
6	Work order/ Agreement no.& date																									
7	Work satisfactory completion certificate & date																									

(vii)	Self-declaration that bidder has not been blacklisted or otherwise debarred during the last five years by the Department of Posts, or any other Public Sector Undertaking or any Government (Centre or State), for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions.
(viii)	Details of Registration under ESI Certification and EPFO certification
(ix)	Duly filled in and signed copy Pre-Contract Integrity Pact (Annexure - V)
(x)	Attested copy of certificate of incorporation/ Registration Certificate of firm (Certificate of Incorporation for company registered under Companies Act 1956/2013 or LLP agreement for a LLP registered under LLP Act 2008 or Registration certificate of a partnership firm duly registered with Competent authority)
(xi)	A copy of the board resolution/authority duly signed by all Directors of the company authorizing Individual signing the contract. OR A copy of the partnership agreement, or copy of power of attorney duly attested by a Notary
(xii)	Dully filled and signed copy of Technical compliance sheet (Annexure VII)
(xiii)	Model Certificate for sharing Land Border with India (Annexure X)
(xv)	Self-Certification for Local Content (Annexure-XI)
(xvi)	Undertaking with respect to clause 22(i) of Annexure-II

Note: If the bidder desires exemption from prior experience and or EMD, relevant certificates ('Udyam' registration for MSEs or "Startup" of DPIIT or NSIC certificate) applicable for this field of business along with details must be submitted)

**4.** I/we agree that in the event of the Technical Bid being considered, I/we shall produce, on demand, vehicle of prescribed specification for inspection and a permit from the relevant authorities to run the service on the route within a week of receipt of communication to this effect.

**5.** In addition to the above, I/we agree to provide vehicle(s) in good working condition.

**6.** I/we agree to run the vehicle(s) according to the time fixed in the said schedule.

7. I/we undertake the liability and responsibility for the safe custody and delivery of parcels and mail bags entrusted to me for conveyance between one office and another and to pay for the loss, if any, suffered by Department of Posts on account of the loss/damage of any bag or its contents in course of their carriage.
8. I/we shall not claim any special facilities, such as, free accommodation or garage or telephone connection etc, other than those provided for in the agreement.
9. I/we agree to carry free of charge postal officials in charge of mails/parcels when required to travel in my contracted vehicles.
10. I/we submit **Rs. 5, 00, 000/- ( Rupees Five Lakhs Only )** as bid security (EMD) through \_\_\_\_\_(mode of deposit). The said sum shall be forfeited, if I/we withdraw the tender or in the event of its acceptance fail to execute the agreement and make the deposit as mentioned in para 9 of Annexure –I of this tender. I/we will not claim any interest on this sum while it is in custody of the Department of Posts. I/we understand that the aforesaid sum shall be returned within 30 days, if my/our tender is not accepted. I/we further agree that in case the tender is accepted and I/we fail to start the service on the appointed date, then my/our bid security shall be forfeited and the tender and contract shall be treated as void and I/we will have no claim of any sort upon Department of Posts.
11. I/we agree to have this agreement registered and bear all expenses in connection therewith on Non-Judicial Stamp Paper of Rs. **100/-** (Rs. One Hundred only) within 7 days from date of issue of communication regarding acceptance of tender by Department of Posts and deposit the Performance security deposit equal to **5%** of total value of the contract within 14 working days from the date of this tender being accepted by Department of Posts.
12. I/we agree not to make any attempt of negotiation direct or indirect with the authority to whom I/we have submitted the tender or the authority which is competent finally to accept it. Further, I/we agree not to make any endeavor to secure any interest for an actual prospective tender or to influence by any means the acceptance of a particular tender. I/we agree that any such attempt will render my/our tender liable to be not considered.
13. I/we declare that **documents uploaded along with technical bid are genuine**. I accept that any incorrectness/deviation noticed shall lead to cancellation of bid/work, forfeiting of EMD and blacklisting of my firm.
14. **I/we have read and understood all terms and conditions of the tender**



**and agree with the same.**

Place: .....

Date: .../.../2024

(Signature)

Name of bidder \_\_\_\_\_

Address of bidder \_\_\_\_\_

(Seal of Bidder)

**(COMMERCIAL BID/PRICEBID)**

[To be Uploaded in format on GeM portal]

**TENDER FORM FOR HIRING OF COMMERCIAL VEHICLES WITH DRIVERS FOR  
CONVEYANCE OF PARCELS/MAILS BAGS ON ROUTE \_\_\_\_\_**

To

The President of India

Through – Superintendent

RMS 'Y' Division,

Vijayawada

"Address" Beside Vijayawada Railway Station

Caltex Road, Vijayawada – 1.

**WITH** reference to the tender published in GeM Portal dated ...../...../20\_\_\_, I/we hereby offer, the following Commercial Bid/Price Bid for conveyance of parcel/mail bags by commercial vehicles for the duration of the validity of this contract.

1. Name, address & telephone No. of the bidder:
2. Name & address of the Proprietor/Partners/Directors & their PAN No.:  
(Copies of PAN cards to be attached)
3. I/we quote rates per vehicle as per the rate chart below in Indian Rupees (INR) including fuel price applicable on the date of issue of this NIT (along with charges for providing GPS facility & all tolls & taxes applicable by Central/State Government and GST, maintenance, drivers and personnel for handling of mails etc).and to be uploaded in the format as provided with this e-Tender on GeM portal:

(1)	(2)	(3)	(4)	(5)	(6)	(7)
S.No.	Name of route (Origin to Destination & vice versa)	Approximate distance for one way (in Kms)	Capacity of per vehicle	Total Rate in INR per trip from origin to destination and vice-versa in figure and words based on the fuel prices on the date of issue of this NIT and all tolls & taxes, GST, cost of maintenance, drivers	Total GPS cost per trip from origin to destination and vice-versa in figure and words <i>(included</i>	Fixed timeline

				and personnel.	<i>in column 5)</i>	
(1)	Vijayawada – Chennai and viceversa( Via Ongole and Nellore)	452Kms	09 tonnes with space for 32 cubic metre volume or more in load carrying compartment			
(2)	Total amount of Bid=			Total Rate (in INR) per trip x No. of ___days		

**4.** I/we understand the following.

- i. That the bidding parameter for evaluation of commercial bid would be the total amount of Bid.
- ii. That in case of any discrepancy in amounts, the amount entered as total rate in SI No. (2) of table above shall be accepted as bidding amount. This total shall be worked backwards to arrive at the total rate per trip for route(s) on pro-ratabasis for the length of the route.
- iii. That in case of any discrepancy between amounts entered in SI No. (2) of table above and amount quoted by bidder in financial evaluation form of GeM portal, the latter shall be considered as the final bidding amount and it will be worked backwards to arrive at the total rate per trip for route(s) on pro-rata basis for the length of the routes.
- iv. That the rates received in commercial bids are only used to determine contracted rates payable for required vehicle capacity. The contracted rates payable to me/us is subject to other terms and conditions in this NIT.

**(Name & Signature of the  
Authorized Signatory)**

**PRE CONTRACT INTEGRITY PACT**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ..... day of the month ..... of 202\_\_, between the President of India acting through **Smt. G. V. Bala Saraswathi, Superintendent, RMS 'Y' Division, Vijayawada – 520001** ), Department of Posts, Government of India (hereinafter called the "SERVICE USER", which expression shall mean and include unless the context otherwise requires, his successors in office and assigns of the First Part

and

M/s..... represented by Shri/Smt....., (hereinafter called the "SERVICE PROVIDER" which expression shall mean and include, unless the context otherwise requires, his/her successors and permitted assigns of the Second Part.

WHEREAS the SERVICE USER proposes to procure the service for conveyance of parcels and mails by commercial vehicles and the SERVICE PROVIDER is willing to offer/has offered the service; and

WHEREAS the SERVICE PROVIDER is a private company /public company / Government undertaking /partnership /registered export agency, constituted in accordance with the relevant law in the matter and the SERVICE USER is a Department of Posts, Ministry of Communications performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the SERVICE USER to obtain the desired said service/ stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling SERVICE PROVIDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the SERVICE USER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

### **1. Commitments of the SERVICE USER**

a. The SERVICE USER undertakes that no official of the SERVICE USER, connect directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the SERVICE PROVIDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

b. The SERVICE USER will, during the pre-contract stage, treat all SERVICE PROVIDERs alike, and will provide to all SERVICE PROVIDERs the same information and will not provide any such information to any particular SERVICE PROVIDER which could afford an advantage to that particular SERVICE PROVIDER in comparison to other SERVICE PROVIDERS.

c. All the officials of the SERVICE USER will report to the appropriate Govt. office any attempted or breaches of the above commitments as well as any substantial suspicion of such a breach.

**2.** In case any such preceding misconduct on the part of such officials(s) is reported by the SERVICE PROVIDER to the SERVICE USER with full and verifiable facts and the same is prima facie found to be correct by the SERVICE USER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the SERVICE USER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the SERVICE USER the proceedings under the contract would not be stalled.

### **3. Commitments of SERVICE PROVIDERS**

The SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

a. The SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the

SERVICE USER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation contracting and implementation of the contract.

b. The SERVICE PROVIDER further undertakes that it has not given, offered promised to give, directly or indirectly any bribe, gift, consideration reward favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SERVICE USER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

c\*. SERVICE PROVIDER shall disclose the name and address of agents and representatives and Indian SERVICE PROVIDERs shall disclose their foreign principals or associates.

d\*. SERVICE PROVIDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

e\*. The SERVICE PROVIDER further confirms and declares to the SERVICE USER that the SERVICE PROVIDER is the original firms / transporters / bidders and it had not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the SERVICE USER or any of its functionaries, whether officially or unofficially to the award of the contract to the SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

f. The SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the SERVICE USER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

g. The SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

- h. The SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- i. The SERVICE PROVIDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the SERVICE USER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.
- j. The SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- k. The SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- l. If the SERVICE PROVIDER or any employees of the SERVICE PROVIDER or any person acting on behalf of the SERVICE PROVIDER, either directly or indirectly, is a relative of any of the officers of the SERVICE USER, or alternatively, if any relative of an officer of the SERVICE USER has financial interest/stake in the SERVICE PROVIDER's firm; the same shall be disclosed by the SERVICE PROVIDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- m. The SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the SERVICE USER.

#### **4. Previous Transgression**

- a. The SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public Sector Enterprise in India or any Government Department in India that could justify SERVICE PROVIDER's exclusion from the tender process.
- b. The SERVICE PROVIDER agrees that if it makes incorrect statement on this subject, SERVICE PROVIDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **5. Earnest Money Deposit & Performance Security Deposit**

- a. While submitting commercial bid, the SERVICE PROVIDER shall deposit an amount of Rs. **Rs. 5, 00, 000/- (Rupees Five Lakhs Only)** as **Earnest Money Deposit**, with the SERVICE USER through mode as mentioned at clause 4 A. of Annexure-I.
- b. The **Performance Security Deposit** shall be valid up to a period of 36 months period or the complete conclusion of the contractual obligations to the complete satisfaction of both the SERVICE PROVIDER and the SERVICE USER, including warranty period, whichever is later.
- c. In case of the successful SERVICE PROVIDER a clause would also be incorporated in the Article pertaining to Performance Security in the Purchase Contract that the provisions of sanctions for violation shall be applicable for forfeiture of Performance security in case of a decision by the SERVICE USER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- d. No interest shall be payable by the SERVICE USER to the SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its custody.

## **6. Sanction for Violations**

- a. Any breach of the aforesaid provisions by the SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the SERVICE PROVIDER) shall entitle the SERVICE USER to take all or any one of the following actions, wherever required: -
  - i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the SERVICE PROVIDER. However, the proceedings with the other SERVICE PROVIDER(S) would continue.
  - ii. The Earnest Money Deposit (in pre-contract stage) and/or Performance Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the SERVICE USER and the SERVICE USER shall not be required to assign any reason therefore.
  - iii. To immediately cancel the contract, if already signed, without giving any compensation to the SERVICE PROVIDER
  - iv. To recover all sums already paid by the SERVICE USER, and in case of an Indian SERVICE PROVIDER with interest thereon at 2% higher than the



prevailing Prime Lending Rate of State Bank of India, while in case of a SERVICE PROVIDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the SERVICE PROVIDER from the SERVICE USER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- v. To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the SERVICE PROVIDER, in order to recover the payments, already made by the SERVICE USER, along with interest.
  - vi. To cancel all or any other Contracts with the SERVICE PROVIDER. The SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the SERVICE USER resulting from such cancellation/rescission and the SERVICE USER shall be entitled to deduct the amount so payable from the money(s) due to the SERVICE PROVIDER.
  - vii. To blacklist and debar the SERVICE PROVIDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the SERVICE USER.
  - viii. To recover all sums paid in violation of this Pact by SERVICE PROVIDER(s) to any middleman or agent or broker with a view to securing the contract.
  - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the SERVICE USER with the SERVICE PROVIDER, the same shall not be opened.
  - x. Forfeiture of Performance Security in case of a decision by the SERVICE USER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- b. The SERVICE USER will be entitled to take all or any of the actions mentioned at para 6.a.i. to 6.a.x. of this Pact also on the commission by the SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the SERVICE PROVIDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- c. The decision of the SERVICE USER to the effect that a breach of the

provisions of this Pact has been committed by the SERVICE PROVIDER shall be final and conclusive on the SERVICE PROVIDER. However, the SERVICE PROVIDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

#### **7. Fall Clause**

a. The SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and it is found at any stage that similar product/systems or sub systems was supplied by the SERVICE PROVIDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the SERVICE PROVIDER to the SERVICE USER, if the contract has already been concluded.

#### **8. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the SERVICE USER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the SERVICE PROVIDER and the SERVICE PROVIDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### **09. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the SERVICE USER.

#### **10. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### **11. Validity**

a. The validity of this Integrity Pact shall be from date of its signing and extend up to 48months or the complete execution of the contract to the satisfaction of both the SERVICE USER and the SERVICE PROVIDER/Seller, including warranty period, whichever is later. In case SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the

contract.

b. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

**12.** The parties hereby sign this Integrity Pact at ..... on .....

SERVICE USER

SERVICE PROVIDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Department

Witness

Witness

1. \_\_\_\_\_  
2. \_\_\_\_\_

1. \_\_\_\_\_  
2. \_\_\_\_\_

|||

Provisions of these Clauses would need to be amended/ deleted in line with the policy of the SERVICE USER in regard to involvement of Indian agents of foreign suppliers.

**FORM OF BANK GUARANTEE**

In consideration of President of India (hereinafter called “the Government”) having agreed to enter into an agreement with \_\_\_\_\_ (hereinafter call “the said Contractor(s)”, under the terms and conditions of said Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter call “the said Agreement”). The Contractor is required to furnish an unconditional and irrevocable bank guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) issued by a scheduled bank as security for due fulfillment by the said Contractor(s) of the terms and conditions contained in said Agreement. We \_\_\_\_\_ (indicate the name of the bank), hereinafter referred to “the Bank”) at the request of \_\_\_\_\_ Contractor(s) do hereby guarantee the due and punctual performance of all obligation of Contractor under the agreement and undertake to pay to the Government an amount not exceeding Rs. \_\_\_\_\_ (Rupees. \_\_\_\_\_) against any loss or damage caused or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms of conditions contained in the said Agreement.

2. We \_\_\_\_\_(indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the “Government” by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

3. We undertake to pay to the “Government” any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suite or proceeding pending before any court of tribunal relating thereto or liability under this present being absolute and unequivocal.

4. We \_\_\_\_\_ (indicate the name of the bank) further agree that the guarantee herein contained shall be irrevocable and shall remain I full force and

effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or Discharged or till \_\_\_\_\_ office/Department/ Ministry of \_\_\_\_\_ certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liabilities under the guarantee thereafter.

5. We \_\_\_\_\_ (indicate the name of bank) further agree with the "Government" that the "Government" shall have the fullest liability without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the "Government" against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the "Government" or any indulgence by the "Government" to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to any change either in the constitution of the Bank or the Contractor(s) or in both.

7. We \_\_\_\_\_ (indicate the name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the "Government" in writing.

8. It is declared that the undersigned is duly authorized to execute this guarantee for an on behalf of the bank.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2024

For \_\_\_\_\_

(Indicate the name of the Bank)

**TECHNICAL COMPLIANCE SHEET**

(To be submitted along with Technical Bid)

<b>S.No.</b>	<b>Compliance Criteria</b>	<b>Bidder Response</b>
1	Financial Turnover FY 2021-22( <b>Rs. 3, 75, 00, 000/-Crores</b> )	
2	Financial Turnover FY 2022-23( <b>Rs. 3, 75, 00, 000/- Crores</b> )	
3	Financial Turnover FY 2023-24( <b>Rs. 3, 75, 00, 000/-Crores</b> )	
4	Past experience 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) entity for <b>at least three years</b> (ending month of March prior to the bid opening) backwards from the date of issue of this NIT).(Yes/No)	
5	Executed a contract as per requirement mentioned at clause 2 (E) of Annexure-I ( <b>Yes/No</b> )	
6	Blacklisted or otherwise debarred during the last five years by the Department of Posts, or any other Public Sector Undertaking or any Government (Centre or State), for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions. ( <b>Yes/No</b> )	
<b>S.No.</b>	<b>Document</b>	<b>Included (Yes/No/N.A.)</b>
1	Copy of GST/VAT tax registration /Service tax registration certificate.	
2	Copy of PAN	

3	Authenticated copies of the income tax filed for the preceding three years i.e. for the year F.Y 2021-22, F.Y 2022-23 & F.Y 2023-24	
4	Authenticated copies of audited balance sheets and Profit & Loss Account for the preceding three financial years i.e. for the year F.Y 2021-22, F.Y 2022-23 & F.Y 2023-24	
5	Contract & completion certificate as per requirement mentioned at clause 2 E of Annexure-I (Yes/No)	
6	Self-declaration that bidder has not been blacklisted or otherwise debarred during the last five years by the Department of Posts, or any other Public Sector Undertaking or any Government (Centre or State), for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions.	
7	Details of Registration under ESI Certification and EPFO certification	
8	Duly filled in and signed copy Pre-Contract Integrity Pact (Annexure - V)	
9	Attested copy of certificate of incorporation/ Registration Certificate of firm (Certificate of Incorporation for company registered under Companies Act 1956/2013 or LLP agreement for a LLP registered under LLP Act 2008 or Registration certificate of a partnership firm duly registered with Competent authority)	

10	A copy of the board resolution/authority duly signed by all Directors of the company authorizing Individual signing the contract. OR A copy of the partnership agreement, or copy of power of attorney duly attested by a Notary	
11	Scanned copy of receipts towards EMD amount	
12	Scanned copy of receipts towards tender fee	
13	Duly filled in and signed copy of Annexure - III	
14	Valid exemption certificate (MSEs under Udyam or "Startup" or NSIC) applicable for this field of business for availing EMD exemption	

Place: .....

Date: .../.../2024

(Signature)

Name of bidder \_\_\_\_\_  
Address of bidder \_\_\_\_\_  
\_\_\_\_\_

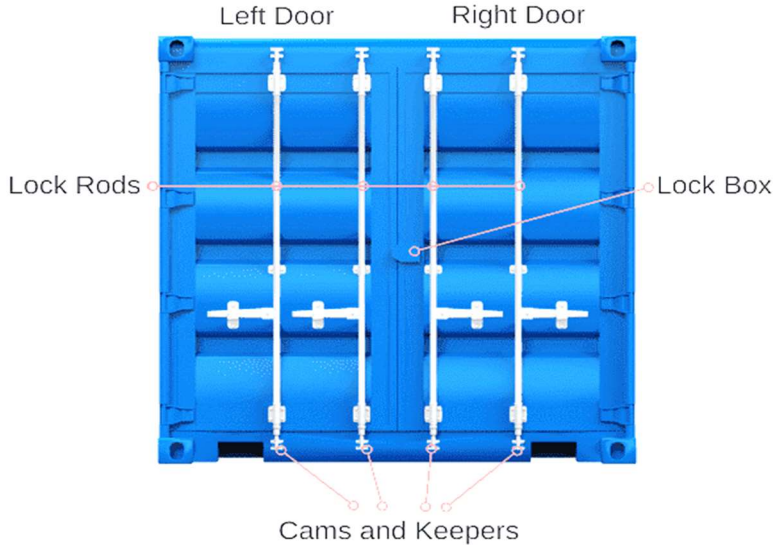
Seal of Bidder



## TENTATIVE VEHICLE REQUIREMENT CHECKLIST

Sl.No.	Vehicle Compliance Checklist (Vehicles should comply with checklist before deployment on specific routes)
1	Copy of registration certificate of vehicle shall be submitted to competent authority
2	Registration date of vehicle (vehicle should be BS-VI compliant and not more than three years old i.e. the vehicle should have registered on or after <b><u>01.09.2021</u></b> )
3	Vendor should have all required permits or Licenses issued by Central Government/State Govt./Local Govt.
4	Copy of comprehensive Insurance Policy shall be submitted to competent authority
5	Copy of PUC Certificate and Fitness/Road Worthiness Certificate of vehicle shall be submitted to competent authority
6	Make of vehicle/ Manufacturer (should be as per submission made in Annexure -III of technical bid)
7	Model/Type of vehicle (should be as per submission made in Annexure -III of technical bid)
8	Carrying capacity of vehicle in Kgs (should be as per submission made in Annexure -III of technical bid)
9	Volume of load carrying compartment in meters cube (should be as per submission made in Annexure -III of technical bid)
10	Vehicle shall be installed with GPS in proper working condition
11	Vehicle body shall be covered with watertight metal sheet
12	Vehicle should be painted as per requirements of the Department of Posts
13	Vehicle doors should have proper and working locking system
14	Vehicle shall comply with all environment regulations as applicable
15	Dedicated driver requirements - Vendor should provide particulars of driver including Name, Mobile number, Photograph and Copy of driver license
16	Twin locking system

a. The doors should have total of four lock bars with two lock bars on each door as shown below. The lock rods should compose of MS



steel with minimum diameter of 19mm.

b. There should be a hidden locking system underneath the door of rear compartment with access from below.

**COMPENSATION CRITERIA IN CASE OF LOSS & DAMAGE**

<b>S.No</b>	<b>Product</b>	<b>Insured/Not Insured</b>	<b>Compensation criteria</b>
1	Business Parcel	Not Insured	Compensation payable shall be limited to Rs. 500 or the actual value of parcel or contents lost whichever is less.
2	Inland Speed Post	Not Insured	Compensation payable shall be double the amount of speed post charges paid or Rs. 1000 whichever is less.
3	Registered Parcel	Not Insured	Compensation payable is Rs. 100/-
4	Registered Letters/ Value Payable Registered Letters/ Registered Parcels/ Value Payable Registered Parcels/ Express Parcels/ Business Parcels/ Speed Post	Insured	Compensation as per Insurance amount & Insurance is upto value of Rs. 1,00,000/-

**MODEL CERTIFICATE FOR TENDERS**

*“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.”*

*[Name and signature of the Authorized Signatory]*

*[Seal of the Bidder]*

**Model Certificate for GeM:-**

*“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]”*

*[Name and signature of the Authorized Signatory]*

*[Seal of the bidder]*

**SELF-CERTIFICATION FOR TENDER**

This is to certify that:

(a) that the item of services offered meets the Local Content requirement for class I Local Supplier/ class II Local Supplier; :- *(strike-off whichever is not applicable)*

(b) Percentage of local content;- \_\_\_\_\_%

(c) Details of the locations(s) at which local value addition is made. :- (may be added if more)

(i)\_\_\_\_\_

(ii)\_\_\_\_\_

(iii)\_\_\_\_\_

*[Name and signature of the Authorized Signatory]*

*[Seal of the bidder]*

**PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE BIDDERS**

**UNDERTAKING (Only Applicable To Those Bidders Who Have Offered new vehicles of the tendered quantity of vehicles)**

**ON Non Judicial Stamp Paper (Minimum Value of **Rs. 100/-**).**

This deed of undertaking execute on this..... Day of 20\_\_ is made by M/s.....(Name of Firm/Company) by Sh. ....(Partner/Legal Attorney/ Accredited Representative of Firm/company) residing at..... duly executed as an undertaking in favour of \_\_\_\_\_ which terms shall mean and include its successors, administrators, heirs and assigns.

Whereas \_\_\_\_\_ has invited tender for hiring of the commercial vehicle, I/We am/are submitting our bid in respect of Tender Notice No \_\_\_\_\_ dated ..... Tender GeM ID----- I/We acknowledge that I/We..... have fully understood and are aware of the terms & conditions of the tender notice and do hereby unequivocally and conditionally undertake and declare that: - I/We..... shall comply with terms & conditions of NIT to deploy the offered BS-VI compliance vehicles along with all essential certificates/documents of the offered vehicle within 30 days from the date of agreement. In case I/we become L1 bidder.

In the event, I/We fail to deploy/provide the offered vehicle(s) within the time specified above, we undertake to compensate the loss & damage, if any, to \_\_\_\_\_ shall be at liberty to take appropriate action as per NIT and rules.

I/We, Partner/Legal Attorney/ Accredited Representative of M/s..... acknowledge that I/We.....shall produce newly purchased \_\_\_Nos. BS VI compliance

vehicles having \_\_\_\_\_ Kg. load carrying capacity with space for at least \_\_\_\_ cubic meter volume in load carrying compartment within 30 days from the date of signing of agreement.

In witness where of this undertaking caused on the ..... day month of..... year.

Signature of the Tenderer

Dated-----

Signature & Seal of Notary