

NOTICE INVITING E-TENDER

Online tenders are invited on behalf of the President of India under two bid system (Technical Bid and Commercial Bid) for conveyance of mail over the route “**Aska HO to Konkarada SO**” for a distance of 204 km per day(to and fro) through **four wheeler delivery** motor vehicle on contract basis by **hiring of commercial** vehicles from reputed firms/ transporters / bidders by **Superintendent of Post Offices, Aska Division, Aska: 761110** for a period of 2 years extendable for a further period of one year on same terms & conditions subject to satisfactory service. 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** sample (BoQ) 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** and Compensation criteria followed by Department of Posts in case of Loss & Damage is at **Annexure-IX**.

3. Schedule of Tender is as under:-

Tender No.	G/Genl-6 (Tender1) dated 16.12.2024
Estimated cost	Rs.11,30,000/-
Amount of Earnest Money Deposit (EMD)	Rs 22,600/-
Bid Publish date	17.12.2024 at 1000 hours
Bid submission start date	17.12.2024 at 1000 hours
Bid submission end date	06.01.2025 at 1600 hours
Last Date of receipt of original receipt of Tender Document Fee and EMD	09.01.2025 at 1600 hours
Date & time of opening of Tender (Technical Bid):	10.01.2025 at 1100 hours
Tender document fee	Rs 500/- (in shape of UCR deposited in Post Office)

Venue of opening of the eTender: Chamber of the Superintendent of Post Offices, Aska Postal Division, Aska-761110

4. The tender documents may also be downloaded from the websites www.indiapost.gov.in and <http://eprocure.gov.in> and fee of **Rs. 500/-** towards this should be credited under UCR in any post office and the scanned copy of the receipt thereof, must be uploaded accordingly. And original receipt may be sent to the Superintendent of Post Offices, Aska Postal Division, Aska-761110 along with the EMD receipt latest by **09.01.2025**.

5. Details of Earnest Money Deposit of **Rs. 22,600/-** is mentioned in Annexure-I of this tender document.

6. The terms and conditions of the tender in pdf format and the Commercial bid in XLS format (BoQ) are attached. Complete tender documents may be downloaded from the Central Public Procurement Portal (<http://eprocure.gov.in>) and the website of the Department of Posts (www.indiapost.gov.in). Information on any issue of corrigendum related to this tender if any will also be available in e-procurement platform.

7. Bidders are required to submit their tenders **online only** on the Central Public Procurement Portal (<http://eprocure.gov.in>) Offline bids will not be entertained for tenders published in e-procurement platform.

The Superintendent of Post Offices, Aska Postal Division, Aska-761110 deserves every right to cancel the tender without assigning any reason.

(Smt. Kiran Mala Panda)
Superintendent of Post Offices
Aska Division, Aska-761110

Copy to: (With Entry/ Regd.)

- 1 (W/E) The Chief Postmaster General, Odisha Circle, Bhubaneswar 751001 for kind information.
2. (email) : The General Manager, CEPT Mysuru, PTC Campus Road, Mysuru: 570011: for publishing the NIT in Indiapost Website.
- 3 (W/E) The Postmaster General, Berhampur Region, Berhampur -760001 for kind information
- 4 (W/E) The Technical Branch, O/o the SPOs, Berhampur Division, Berhampur for taking necessary action to upload the tender in the website immediately.
- 5-(Regd.) All the ASPs/IPs of Aska Division. With 10(ten) spare copies of NIT for distribution to the private Bus owners and Transport contractors.
- 6 -115(With Entry / Regd.) The Postmaster, Aska HO/Postmaster Bhanjangan HO /All SPMs in Aska Division for information of the staff as well as the public.
- 7 (Regd.) The Secretary of Private Bus owner's Association, Aska Bus stand, Aska-761110
- 8- (Regd.) The SRM, BG Division, Berhampur- 760 001
- 9-(Regd.) The SRM K Division Jharsuguda, Jharsuguda- 768201
- 10-(Regd.) The SSRM N Division, Cuttack - 753001
- 11-141(Regd.) All SSPOs /SSPOs in Orissa Circle
- 12(Regd.) The District Collector (Ganjam), Chatrapur -761020
- 13(Regd.) The Sub Collector Bhanjangan - 761126
- 14(Regd.) The Sub Collector, Chatrapur-761020
- 15 (Regd.) The Sub Collector, Berhampur-
- 16(Regd.) The RTO , Chatrapur - 761020
- 17 Spare

(Smt. Kiran Mala Panda)
Superintendent of Post Offices
Aska Division, Aska-761110

**GENERAL TERMS AND CONDITIONS OF THE CONTRACT FOR
CONVEYANCE OF MAILS BY HIRING OF COMMERCIAL DIESEL VEHICLES**

Sub: Notice Inviting e-tender for Hiring of commercial vehicles facility for conveyance of Mails from **Aska HO to Konkarada SO** through CMMS (**Four Wheeler Delivery Van**)

1. Parties:

The parties to the contract are the bidder at bidding stage or Service Provider/Seller/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 **preferably** in business of providing vehicle(s) on hire for transportation of goods/parcels/mails to government organization or PSU or a prominent E-commerce/3rd Party Logistics (3PL) entity **at least 3 years** (back calculated from the date of issue of this NIT). In this context, bidder must submit Certificate of Incorporation/ Registration Certificate along with technical bid.
- b. Average Annual turnover of the bidder for last **three** financial years should be more than or equal to **Rs. 17,00,000/-**. Bidder should submit authenticated copies of Income Tax Returns/Audited Balance Sheet and Profit & Loss Account for last **three** financial years (say **2021-22, 2022-23 and 2023-24**) along with Technical Bid.
- c. The bidder should have **preferably** executed a single contract successfully for at least **Rs.11,30,000/- in past 3 years** for providing vehicle(s) on hire for transportation of goods/parcels/mails to government organization or PSU or a prominent E-commerce/3rd Party Logistics (3PL) entity. The contract copy & completion certificate for such contract shall be uploaded along with 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. The department may ask for additional documents to ascertain and validate successful execution of such contract at a later date.
- d. Bidder should not have been blacklisted or otherwise debarred during the last **five** years by the Department of Posts, or any other Public Sector Undertaking or any Government department (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. The bidder shall provide a self-declaration confirming to this condition.
- e. 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 shall be final.
- f. "Bidder (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

- g. "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.
- h. The beneficial owner for the purpose of 2(g) (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.
- i. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- j. 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%.
- k.** (i) A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect

prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 2(g)(ii). below.

(ii).The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

- a. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
- b. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
- c. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

3. Address:

For all purpose of the contract including arbitration there under, the address of the bidder mentioned in the tender shall be the final unless the firm notifies a change of address by a separate letter sent by registered post with acknowledgement due to the undersigned. The firm 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):

Estimated value of the tender is Rs. **11,30,000/-**

a. **Earnest Money Deposit** of Rs. 22,600 (Rupees Twentytwo ThousandSix Hundred)must be deposited in form of Demand Draft (D.D.)/ UCR/ Bank Guarantee/ Fixed Deposit Receipt/ Bankers' Cheque in favour of **Superintendent of Post Offices, Aska Postal Division, Aska:761110** by the bidder and copy of original D.D/ UCR/ Bank Guarantee/ Fixed Deposit Receipt/ Bankers' Cheque should be uploaded electronically along with their (Technical Bid) tenders. The original D.D/ UCR/ Bank Guarantee/ Fixed Deposit Receipt/ Bankers' Cheque shall be sent in a sealed envelope to **Superintendent of Post Offices, Aska Postal Division, Aska:761110** by Speed Post/Registered Post so that the cover should reach 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.

Bid Security of Rs **22,600 (Rupees Twenty Two Thousand Six Hundred)** should be deposited by the bidder in as mentioned above through any of the following instruments and to be submitted with the technical Bid only.

- (i) A **confirmed Bank Guarantee** by an Indian Commercial Bank, Promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever . The demad for payment by the BUYER shall be treated as conclusive proof of payment.
- (ii) A **Demand Draft, Fixed Deposit Receipt** or **Banker's Cheque** from any Commercial Bank.
- (iii) By depositing the amount in any Post Office in India under the head under Unclassified Receipt (UCR) (ACG-67) at any Post Office. While seeking the UCR receipt, the tenderer may request the PO to indicate tender No. and purpose of remitting the amount on the UCR receipt.

b. Firms registered with National Small Industries Corporation (NSIC) with

current validity are exempted from furnishing the Earnest Money Deposit (Bid Security). In case the bidder desires exemption from the Bid Security, they should submit the valid NSIC certificate (applicable for this field of business) for such exemption and enclose this in the technical bid.

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

d. Bidder shall not be permitted to withdraw his 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 by the Government.

e. The tenders without Bid Security (Earnest Money Deposit) in the form of D.D/ UCR/ Bank Guarantee/ Fixed Deposit Receipt/ Bankers' Cheque will be summarily rejected.

f. No claim shall lie against the Government/Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit. EMD of unsuccessful bidders will be refunded to them after expiry of final bid validity date and latest on or before 45 day after the award of the contract.

5. Preparation and uploading of Tender:

a. Preparation of Bids:

i. Bidder should take into account any corrigendum published on the tender document before uploading their bids.

ii. Bid documents shall be uploaded in PDF format only. In case bidder has to upload scanned copies, they shall be scanned at 100 dpi with Black and White option.

b. Submission of Bids:

Bid Publish date	17.12.2024 at 1000 hours
Bid submission start date	17.12.2024 at 1000 hours
Bid submission end date	06.01.2025 at 1600 hours
Last Date of receipt of original receipt of Tender Document Fee and EMD	09.01.2025 at 1600 hours
Date & time of opening of Tender (Technical Bid):	10.01.2025 at 1100 hours

i. The bidder has to digitally sign and upload the required bid documents owning responsibility for their correctness/authenticity one by one as indicated in the tender document in Central Public Procurement Portal (<http://eprocure.gov.in>). Bids not authenticated by Digital Signature Certificate of the bidder will not be accepted.

ii. Bidder has to select the payment option as "offline" to pay the tender fee/EMD as applicable and should enter the details of the instrument.

iii. The scanned copies of receipt of EMD (**Rs. 22,600/-**) and receipt of tender document fee of **Rs.500/-** must be duly uploaded and the original receipts to be sent by Registered Post/Speed Post in a sealed envelope to the SPOs, Aska Division, ASka - 761110 so as to reach on or before **09.01.2025 by 1600 hrs**. The tender document fee of **Rs 500/-** will not be refunded in any case.

The details of tender fee and EMD should tally with the details provided in scanned copies submitted otherwise the uploaded bid will be rejected.

iv. A standard BoQ format has been provided with the tender document to be filled by the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other form is acceptable. Bidders are required to download the BOQ file, open it and complete the green coloured (unprotected) cells with their respective financial quotes and the other details (such as name of the bidder). No other cells should be changed. Once the details are completed, the bidder should save it and submit it **online**, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

v. The server time (which is displayed on the bidder's dash board) 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.

vi. 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.

vii. The bid summary has to be printed and kept 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. Signature should be done electronically as per e-procurement system.

b. 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 be a partnership firm, in which case he 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. Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company. A copy of the board resolution/authority duly signed by all Directors of the company should be enclosed.

c. In case of partnership firms, a copy of the partnership agreement, or general power of attorney is 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. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

d. 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.

e. 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.

f. Related document to be uploaded along with other documents mentioned in Annexure III.

7. Technical Bid:

a. All relevant connected documents relating to Technical bids 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 has to submit i.e. to upload with Technical Bid, 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 shall not be considered.

In addition to these the bidder has to submit parameters and technical specification for supply of GPS equipment installation, which is a preferable criteria (rather than a mandatory one) under the tender document.

c. All documents of technical bid should be submitted (uploaded) electronically in PDF format.

d. The bidder shall ensure that **soft copies uploaded by them along with technical bid are genuine**. Any incorrectness/deviation noticed will be viewed seriously and shall lead to cancellation of bid/work, forfeiting of EMD, and blacklisting of bidder.

e. The bidder has to keep track of any changes by viewing Addendum/Corrigendum issued by the Tender Inviting Authority if any from time to time basis on e-procurement platform. The Department will not be responsible for any claims/problems arising out of this.

8. Commercial Bid:

a. The commercial bid should be submitted **in BOQ file given in CPP portal**. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

b. The Commercial bid of the bidders shortlisted after evaluation of technical bids will be opened on a specified date and time to be intimated to respective bidder.

c. A consolidated price (**Including all taxes applicable like GST, etc.**) should be quoted. The price quoted shall be firm and final.

d. No terms and conditions should be entered by the bidder along with commercial bid.

e. Any conditional bid will not be accepted.

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

g. In case two or more bidders quote exactly same price for a single route than bidder with higher average financial turnover for **last three financial years (2021-22, 2022-23 & 2023-24)** would be considered as successful bidder.

9. Performance Security:

a. The successful bidder will have to furnish performance security deposit equivalent to **5%** (Five percentage) of the total value of the contract in one of the following forms within 7 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 7

working days from the date of acceptance of tender. However, in case of failure of submission of the Performance Security within above mentioned timeperiod, the sum of the Earnest Money Deposit (Bid security) will be forfeited by the Government and accepted tender shall be cancelled. The Performance Security shall be deposited in one of the following forms:

i. Post Office certificates at issue price up to the permissible limit transferred to the **Superintendent of Post Offices, Aska Postal Division, Aska:761110** on behalf of President of India.

ii. Bank Guarantee from any Scheduled Bank for the value specified herein in the given proforma. (**Annexure-VI**)

iii. Account Payee Demand Draft

b.

Firms registered with NSIC with validity upto the contract period are exempted from furnishing Performance Security (Security Deposit) as per Rule 430 (1) (a) read with Rule 430 (1) (c) (ii) of Postal Manual Volume II. In case the bidder desires exemption from the Performance Security, they should submit the valid NSIC certificate with validity upto the contract period (applicable for this field of business) for such exemption and enclose this in the technical bid

The Performance Security (Security Deposit) will not be adjusted against any previous contract held by the Department of the Central Government. The Performance security Deposit can be forfeited by order of the competent authority in Department of Posts in the event of any breach or negligence or non-acceptance of any condition of the contract or for un-satisfactory performance or for non-acceptance of work order. On expiry of the contract, such portion of the said performance Security Deposit as may be considered by the Department of Posts, to recover any incorrect or excess payments made to the firm shall be retained and the balance shall be returned.

10. Validity of the bids:

The bids shall be valid for a period of **180** days from the date of opening of technical bids. However, the bidder would be required to extend the validity of the bid for the required time period as per request of the Department of Posts. The tender approved prices will be valid for two years from the date of signing of the contract which may be extended for a further period of one year with same terms and conditions.

11. Opening and evaluation of Tender:

A duly constituted Tender Evaluation Committee will open and evaluate the Technical bids and Commercial bids under on the date and time indicated in the Schedule of Tender. Technical bids of bidders 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 respective bidder online by e-Procurement 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 certificates/documents uploaded with technical bid, which includes:

i. Payment of Tender Fee of **Rs.500/-**(Rupees Five Hundred) Only.

ii. Payment of Earnest Money Deposit of **Rs.22,600 (Rupees Twenty Two Thousand Six Hundred)**

iii. Submission of documents mentioned in **Annexure-III**.

b. The bidder shall invariably furnish the original receipt under UCR issued by Post Office for Tender fee and DD/ Bank Guarantee/ UCR for EMD to tender inviting authority before last date (as mentioned in NIT) through Speed Post/Registered Post. The Department will not take any responsibility for delay or non-receipt.

c. Commercial bid for this tender shall be opened only of technically qualified bidders as identified by Tender Evaluation Committee based on technical parameters.

d. (i) The bidding parameter for evaluation of commercial bid would be the RATE PER KILOMETER (Inclusive of all taxes)

The bidder quoting the least rates per kilometer would be identified as successful bidder. *(subject to clauses 12 d (ii) & 12 d (iii) below)*

d. (ii). **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

d. (iii). **Procedure for preference to Make in India:** 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

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

a. The bid would be summarily rejected in two cases. Firstly, if DD and EMD are not submitted as detailed in clause 4.c. and clause 5.b.iii. Secondly, if the BOQ file is found to be modified by the bidder as per details in 5.b.iv.

f. It must be kept in view that no decision will be given by the Tender Evaluation Committee and any inferences drawn during the meeting of Tender Evaluation Committee by the bidders or their representatives will be their own view and the Department will not be responsible and abide by the same. The reasons for selections or rejections of a particular tender will not be disclosed.

13. The award of work will be further subject to the specific terms and conditions of the contract given in Annexure II of this NIT.

14. Right of Acceptance:

Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the supply order will prejudice the bidder's quotation.

15. Communication of Acceptance:

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

16. 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 the 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.

17. 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 without assigning any reason thereof and nothing will be payable by this Department in that event and the performance security deposit shall also stand forfeited.

18. 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.

19. Right to call upon Information regarding supply of vehicles:

The Department will have the right to call upon the information regarding status of provision of vehicles along all routes at any point of time.

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

21. Arbitration: -

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 under or in respect of this agreement (except the decision whereof is hereinbefore otherwise expressly provided for) shall be referred to the sole arbitration of any person appointed by the **Chief Postmaster General, Odisha Circle**, or in case his designation is changed or his office is abolished, to the sole arbitration of any person appointed by the officer who for the time being is entrusted, whether or not in addition to other functions, with the functions of the Chief Postmaster General, 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, 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.

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 shall apply to the arbitration proceedings under this clause.

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 at Bhubaneswar** or such other place which the sole arbitrator may decide.

(Smt. Kiran Mala Panda)
Superintendent of Post Offices
Aska Division, Aska-761110

Parameters, work specifications and other terms and conditions of the contract for conveyance of mails by hiring of commercial diesel vehicles.

(Aska HO to Konkara SO for a distance of 204 KM per day)

1. Scope of work:-

- a. Department of Posts intends to develop road based transportation network for movement of parcel bags/postal mail bags/articles across the country to make operations reliable and efficient. Department plans to operationalize **“CMMS from Aska HO to Konkara SO and vice versa”**, for transportation of parcel bags/postal mail bags/articles through commercial vehicles. In this context, Department of Posts intends to hire four wheeler commercial motor vehicles **preferably** fitted with Global Positioning System (GPS) having load carrying capacity of 500kilograms or more with provision of seating arrangement for traveling of one postal official whenever required from eligible reputed firms/transporters/ bidders for carrying of parcel bags/postal mail bags/articles on the following route:

SL. No.	Name of route	Approximate distance to & fro	Mail /Parcel Bag collection point (Origin)	Mail / Parcel Bag delivery point (Destination)	Fixed timeline (from origin to destination)	Parcel collection (Origin)	Bag point (Destination)	Fixed timeline (from origin to destination)
1.	Aska Ho to Konkara SO and vice-versa	204 Km.	Aska HO	Aska HO	06.30	Konkorada	Aska HO	13.45
2.				Aska TMO	06.35	Pattapur SO		14.15
3.				Mundamarai SO	07.05	Seragada SO		14.45
4.				Dharakote SO	07.17	Badagada SO		15.45
5.				Surada Gr-I SO	08.00	Surada Gr-I SO		16.15
6.				Badagada SO	08.35	Dharakote SO		17.00
7.				Seragada SO	09.15	Mundamarai SO		17.15
8.				Pattapur SO	09.38	Aska TMO		17.30
9.				Konkorada	10.00	Aska HO		17.45

Successful bidder should get the body of vehicles 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. 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 7 days of awarding of tender.

- 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 Excluding Sundays/ gazetted holidays and run if specially ordered to run on these day .

c.

If it is found at any time during the currency of the contract that owing to alternations in the schedule of trips (or additional trips being ordered) the average monthly mileage is more or less than the monthly mileage, the successful bidder has to accept or allow a proportionate increase or decrease in the monthly remuneration as the case may require, worked out on the basis of the rate/km agreed to in the agreement.

d. No official will be provided by Department of Posts with vehicles conveying parcel bags/Mail Bags. The driver or any authorized person deputed by the bidder on the vehicle will collect the bags from origin office under clear receipt and deliver it to destination office including any mail/bagexchange points added along the route.

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

f. XXX.

g. It shall be the responsibility of the successful bidder to have preferably GPS device installed in the vehicle to enable tracking of location of the vehicle and consignments that it is carrying. The successful bidder shall provide for online platform based tracking of vehicle on real time basis. Further, the tracking system shall have the ability to integrate with IT system of Department of Posts as and when required. Secondly, successful bidder shall provide for weekly/fortnightly/monthly MIS report to competent authority. Thirdly, the bidder shall provide for MS Excel based raw consolidate data for vehicle movement across all routes on monthly basis to competent authority.

h. 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.

i. XXX

2. Interested parties must be capable of providing of commercial motor vehicles preferably **with GPS facility**. The vehicle should not be more than **three years old i.e. the vehicle should have registered on or after 16.12.2021** and have a load carrying capacity of a minimum of **1000 (One Thousand only)** kilograms with provision of seating arrangement for traveling of one postal official whenever required

Successful bidder should get the body of vehicles 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. 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 7 days of awarding of tender.

3. The bidder must be able to point out details of any discrepancy/ irregularity in performing the journey to the concerned staff of Department of Posts 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 7 days of date of issue of communication regarding acceptance of tender by Department of Posts through letter/E-mail, on non-judicial stamp paper **of Rs.100/-** cost of which is to 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.

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 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 & the vehicle should be registered with the concerned authorities of Central/State Government. A certificate to this effect should be provided. The drivers of the vehicle provided must follow traffic rules and other regulations prescribed by the Government from time to time.

The Drivers while performing the duty must be neatly dressed, should wear proper uniform & must carry a mobile phone in working condition, for which, no separate payment shall be made by the Department.

14. The Drivers while performing the duty must be neatly dressed, should wear preferably proper uniform & 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 bad antecedents.

15. The contract between the Department and the Transport Operator (Bidder) can be cancelled with prior notice of at least 60 days by either party to the contract.

16. In the event of non-completion of any journey or of delay in completion of any journey in accordance with the time table hereinbefore provided and in the event of failure to deliver the parcel bags at the prescribed destination offices in time or take up any postal article or parcel bags at any of the places (not more than the prescribed capacity of vehicles), failure to maintain efficient service to offices prescribed in the schedule of trips, the bidder shall be liable to pay the below mentioned penalty amounts.

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 and incurred expenditure will be borne by the 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
2	No provision of India Postbranded vehicle for any trip <i>(Not applicable in case of short term and emergency requirement as described in para 27)</i> <i>India Post branded vehicle for application of penalty clause means vehicle painted as per Department of Posts requirement</i>	1. Bidder has to provide India Post branded vehicle/vehicles on all occasions. Non provision of vehicle shall be considered as a default in context of para 16 (c)
		2. Exemption may be given by competent authority in odd circumstances.
3a.	Penalty in case of non-adherence to fixed timeline as per para 1(a)	
Trips delay per month per route		Penalty as % of monthly bill (per route)
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 would be applied to fixed timelines mentioned in para 1(a) for 10% of monthly trip before application of clause 3a above. Relaxation beyond 30 minutes may be given for such 10% n monthly trips in extraordinary circumstances with approval of competent authority. Further, such breach would not be considered as default in context of para 16 (c).	

a. 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 the road by the District Board, Public Works Department, or the Police to motor vehicles carrying mails, violence of mob 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 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 postal parcel articles and mail bags to prescribed destination as per schedule.

b. PROVIDED FURTHER that the liabilities of the bidder to pay the amounts hereinbefore mentioned are without prejudice to the Government's other right to be reimbursed any expenses to which the Government is put to as a consequence of such default and other rights in respect thereof.

c. PROVIDED ALSO THAT if the bidder makes more than 6 defaults in 1 month repeated for more than 3 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 32 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.

d. PROVIDED FURTHER that in the event of the contract being liable to be terminated as aforesaid, the Government may, at its discretion, either terminate the contract or forfeit the entire performance security money without terminating the contract. But any such termination of the contract or forfeiture of security as aforesaid shall be without prejudice to the right of the Government to all other remedies in respect of every failure or default and particularly to the Government's right to recover the full amount of loss or damages which the Government 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 Transport operator 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 mail/bag exchange points for each vehicle shall be maintained in a log book by the bidder.

19. Dedicated Vehicles & Drivers must be provided & changes will be allowed only in exceptional circumstances. The vehicle must be available at any time of any day as desired by the Officer concerned.

20. In the event of the award of the contract and prior to execution of the contract, the bidder shall be required to submit 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 along with copy of driving license of the drivers dedicated to each vehicle to the competent authority. The vehicle shall meet all requirement relating to Motor Vehicles Act and any additional requirement which come into effect during performance of this contract. Bidder shall also be required to produce the vehicles to competent authority prescribed by **Superintendent of Post Offices, Aska Division, Aska:761110** for the physical verification/ inspection in order to ensure vehicles are as per requirements mentioned in para 2 above and para 3(a) of Annex. - III. A tentative vehicle requirement 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 as mutually agreed upon, subject to satisfactory performance and on the same terms and conditions.

22. **Terms of payment:**

a. The bidder shall submit on or before the 15th day of the succeeding calendar month a bill 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 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 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 clause 16.
- 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. The 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.

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

- a. PROVIDED ALWAYS that, **after six months from the date of awarding contract if at any time** during the subsistence of this contract, if the average **Diesel** price (including local Government taxes) prevailing on 15th 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 **Diesel** price (including the local Government taxes) prevailing on the date of issue of the Notice Inviting Tender (NIT) (here-in-after referred to as the basic price), then amount which may be paid to or claimed against the successful bidder shall be 0.3% of bid price per route for every 1% increase or decrease in basic **Diesel** 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 **Diesel** fuel price on 15th of the month of start of operations and thereafter (simple average of price prevailing in origin and destination cities);

Sum of Diesel fuel price on 15th of the month in origin and destination cities

* **Average Diesel price** =

2

PB = Basic **Diesel** 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
Aska -Kokorada			

Hypothetical Example : -

Assumptions

- Issue date of NIT – 01/09/2019
- Date of start of operations – 01/11/2019
- Average base price of Diesel on 01/09/2019 in origin and destination city - Rs. 70/-
- Average price of Diesel 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.

- b. 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.

c. 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 **Diesel** price increase/decrease would be reckoned basis total compensation paid as per para 1 above.

d. 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.

e. 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.

24. 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 above for use under this agreement. All such motor vehicles approved by competent authority shall only be used by the bidder for the conveyance of the said parcel bags/ mail bags and for the performance of this agreement.

25. The bidder during the continuance of the said contract will punctually observe the timings mentioned in the schedule of trips for the departure and arrival from and to the various offices and mail/bag exchange points and will follow the routes respectively prescribed in such schedule for particular trips between various offices and mail/bag exchange points mentioned in that schedule.

26. Postal staff at the loading point will ensure not to overload the vehicle than the prescribed carrying capacity. However, bidder will also have to confirm that vehicle is not overloaded before departure and point out any discrepancy to concerned postal authority for necessary action before the start of the journey. Driver will also not refuse to take parcel at originating points on the ground of capacity of vehicles without confirming the same.

27. 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 schedule of trips or to cancel or alter the schedule of trips or to substitute therefore another schedule and again thereafter to cancel from time to time or alter the said or substitute a new schedule therefore 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	30 days	For more than 3 months (Multiple trips)
Short Term	10 days	For upto 3 months (Multiple trips)
Emergency	24 hours	For single trip

a. 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 alongwith average coverage of extra distance in KM in new route. .

b. 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.

c. AND PROVIDED FURTHER, non-provision of India Post branded vehicle for short term and emergency arrangement will not be considered as default as mentioned in para 16 above.

d. AND PROVIDED FURTHER, the bidder shall inform the competent authority that vehicle provided under short term and emergency arrangement are as per prescribed specifications.

e. AND PROVIDED FURTHER, for providing vehicle on long term arrangement, bidder has to fulfill requirements given in para 2 and para 20 and bidder shall take approval of competent authority as mentioned in para 24 above.

28. 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 postal articles and parcel bags will be stored, packed and loaded in, or removed, from the motor vehicles of the bidder.

29. The 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 bidder shall at its 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 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** towards the end of **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.

30. The 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.

31. 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 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 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.

32. If during the subsistence of the contract, the 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.

33. The 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.

34. The Bidder will be solely and absolutely liable and responsible for the due, and safe custody and delivery in good order and condition of all letters, papers, dispatches, packets, parcels, documents, writings, articles and things forming part of the said postal articles and mail bags or any part thereof or of which the same or any part thereof may consist entrusted or delivered to him for carriage, conveyance and delivery under or in pursuance of this contract and for all losses thereof or damages or injuries thereto respectively from the time when such letters, papers, dispatches, packets, parcels, documents, writings, articles and things respectively will be delivered to him for carriage and conveyance to the time when the same respectively will be delivered by him to the proper officer of the post office or other authorized person on the termination of their carriage and conveyance from whatsoever cause such losses, damages or injuries will arise and whether or not the same will arise from the acts or defaults, criminal or otherwise, of his servants or agents and will be liable to pay to Government the value of all or any of such letters, papers, despatches, packets, parcels, documents, writing, articles, and things which may be lost and the amount of damage or injury to all or any thereto which may be damaged or injured 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 postal articles and parcel 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.

35. The Bidder(s) undertake(s) to run the motor vehicles for the purpose of this contract on **Diesel** (*type of fuel*) and also agrees that in case he uses any motor fuel other than **Diesel** (*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.

36. 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.

37. 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.

38. 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.

39. The competent authority shall have the right in it's 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 motor vehicles shall be subject to the submission and approval mentioned in para 24 above.

40. 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.

(Kiran Mala Panda)
Superintendent of Post Offices
Aska Division, Aska : 761110

**TENDER FORM FOR MAIL MOTOR CONTRACT
(Aska HO to Konkarada SO)
(TECHNICAL BID)**

To be Uploaded in the following format on eProcurement website. i.e. Central Public Procurement Portal (<http://eprocure.gov.in>).

To

The President of India
Through
Superintendent of Post Offices

Aska Division

Aska (Ganjam) : 761110

WITH reference to the e-Procurement tender published in e-Procurement web site/advertisement in dated ___/___ /202__, I thereby offer subject to the conditions hereinafter appearing, the following Technical Bid for conveyance of MAIL (along with one/two postal officials whenever required) by motor vehicle(s) of the specifications for a term of two years.

2.

a.Name, address & telephone no. of the bidder:

b.Details of Demand Draft in respect of Bid security **for amountRs.22,600/- (Rupees Twentytwo Thousand six hundred)**

c. Scanned copies of receipts for tender fee and EMD (bid security) shall be uploaded with tender documents. Original receipts to be sent in a sealed envelope to **Superintendent of Post Offices, Aska Division, Aska:761110** by Speed Post/Registered Post so that the cover should reach on or before date & time of opening of tender.

3.

a. The details of the vehicles offered by me are as follows:-

(i)	Type of vehicle (three wheeler)	
(ii)	Make and Model of vehicle	
(iii)	Year of manufacture	
(iv)	Registration Nos. / Date	
(v)	Type of fuel used	
(vi)	Date of Fitness / Road worthiness validity of the vehicle	
(vii)	Date of Insurance validity of the vehicle	
(viii)	Load Carrying capacity of vehicle (Kgs)	
(ix)	Volume of load carrying compartment (meters cube) *The fully covered water tight metallic body of the Four wheeler (excluding driver's cabin) should have a floor area of not less than 1.5 Sq. meter and the internal height above the floor should not be less than 1.25 meters and should have doors with locking arrangements.	

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
(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 two financial years i.e. for the financial year 2021-22, 2022-23& 2023-24
(iv)	Scanned copies of receipts towards EMD amount and tender fee
(v)	The contract copy & completion certificate if any for a single contract of at least Rs 17,00,000/- executed in past 3 years for providing vehicle(s) on hire for transportation of goods/parcels/mails to government organization or PSU or a prominent E-commerce/3 rd Party Logistics (3PL) entity shall be uploaded along with 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.
(vi)	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.
(vii)	Duly filled in and signed copy Pre-Contract Integrity Pact (Annexure - V)
(viii)	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)
(ix)	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
(x)	Dully filled and signed copy of Technical compliance sheet (Annexure VII)
(xi)	Valid NSIC certificate with current validity (applicable for this field of business) for availing Earnest Money Deposit (Bid Security) exemption.
(xii)	Valid NSIC certificate with validity upto the contract period (applicable for this field of business) for availing performance security exemption.
(xiii)	Model Certificate for Tenders (Annexure X)
(xiv)	Parameters and technical specification for the supply of GPS equipments, installation, software development in (Annexure-XI) if available

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

5. In addition to the above, I agree to provide vehicle(s) in good working condition and also maintain _____ spare vehicle(s) for providing the same to be used in emergency without disruption in transmission of mails.

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

7. I undertake the liability and responsibility for the safe custody and delivery

of mails/parcels, etc, entrusted to me for conveyance between one office and another and to pay for the loss, suffered by Department of Posts due to missing of any bag/article in course of their carriage by me.

8. I 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 agree to carry free of charge postal officials in charge of mails/parcels when required to travel in my contracted vehicles.

10. I agree to carry postal stationery, as part of parcels, and stores dispatches by Postal Stock Depot or the offices where such forms and stores are printed or stored, to the Post Offices, and Railway Mail Services Offices named in the schedule and such other places as may be required by the competent authority, and shall not claim any extra remuneration on that account.

11. I am submitting DD for **Rs.22,600/- (Rupees Twentytwo Thousand six hundred)** as bid security (EMD). The said sum shall be forfeited by Government, if I withdraw my tender or in the event of its acceptance fail to execute the agreement and make the deposit as mentioned in clause 9 of Annexure –I of this tender. I will not claim interest on this sum while it is in your custody. The aforesaid sum shall be returned to me within 30 days, if my tender is not accepted. I further agree that in the case my tender is accepted and I fail to start the service by the date fixed by tender inviting authority, than my bid security shall be forfeited and my tender and contract shall be regarded as void and I will have no claim of any sort upon the Government of India.

12. I agree to have this agreement registered and bear all the expenses in connection therewith covering the charge of stamps etc.

13. I agree if this tender is accepted, to furnish performance security deposit equivalent to 5% (Five percentage) of the total value of the contract in one of the following forms within 7 days from the date of this tender being accepted by Department of Posts.

a. Post Office certificates at issue price up to the permissible limit transferred to **Superintendent of Post Offices, Aska Division, Aska:761110**

b. Bank Guarantee from any Scheduled Bank for the value specified herein.

c. Account Payee Demand Draft

14. I agree not to make any attempt of negotiation direct or indirect with the authority to whom I have submitted the tender or the authority which is competent finally to accept it after I have submitted my tender. Further, I 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 agree that if I make any such attempt it will render my tender liable to exclusion from consideration.

15. If my above tender is accepted, I agree to enter in to agreement 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 through letter/E-mail and deposit the Performance security money equal to 5% of total value of the contract.

16. I have uploaded all the required documents as mentioned in para 3(b) above with this tender.

17. I declare that **soft copies uploaded along with technical bid are genuine.** I

accept that any incorrectness/deviation noticed will be viewed seriously and shall lead to cancellation of bid/work, forfeiting of EMD and blacklisting of my firm.

18. I have read and understood all terms and conditions of the tender and I agree with the same.

19. If it is found at any time during the currency of the contract that owing to alternations in the schedule of trips (or additional trips being ordered) the average monthly mileage is more or less than the monthly mileage mentioned in Clause 4, I agree to accept or allow a proportionate increase or decrease in the monthly remuneration as the case may require, worked out on the basis of the rate/km agreed to in the agreement.

Place:

Date: .../.../202...

(Signature)

Name of bidder _____
Address of bidder _____

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 on one hand, the President of India acting through Smt Kiran Mala Panda , Superintendent of Post Office, Aska Division , Aska : 761110, Department of Post, Government of India (hereinafter called the "SERVICE USER", which expression shall mean & include unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.....
represented by Shri

....., (hereinafter called the "SERVICE

PROVIDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the SERVICE USER proposes to procure Service for conveyance of postal parcels and mails by commercial vehicles and the SERVICE PROVIDER/Seller 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 will 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 PROVIDERS shall disclose the name and address of agents and representatives and Indian SERVICE PROVIDERS shall disclose their foreign principals or associates.

d*. SERVICE PROVIDERS 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.)** as **Earnest Money Deposit**, with the SERVICE USER through Demand Draft.

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. Independent Monitors

a. The SERVICE USER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Independent Monitors are:

1. **Shri Raj Kumar Singh, Ex. IRS 1981 Member, Customs Excise & Service Tax., New Delhi**
2. **Shri Om Prakash Singh, Ex. IPS, 1983 DGP, UP**

b. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

c. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

d. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

e. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the SERVICE USER.

f. The SERVICE PROVIDER(S) accepts that the Monitor has the right to access without restriction to all Project documentation of the SERVICE USER including that provided by the SERVICE PROVIDER. The SERVICE PROVIDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the SERVICE PROVIDER/Subcontractor(s) with confidentiality.

g. The SERVICE USER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

h. The Monitor will submit a written report to the designated Authority of SERVICE USER/the competent authority in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the SERVICE USER/SERVICE PROVIDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. 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.

10. 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.

11. 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.

12. 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.

13. The parties hereby sign this Integrity Pact at on

SERVICE USER

SERVICE PROVIDER

(Kiran Mala Panda)
Superintendent of Post offices,
Aska Division,
Aska : 761110

Department of Posts

CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____

1. _____

2. _____

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 _____ 202_____.

For _____
(Indicate the name of the Bank)

Technical Compliance Sheet (To be submitted along with Technical bid)

S.No.	Compliance Criteria	Bidder Response
1	Financial Turnover FY 1: 2021-22 (MinimumRs. 17,00,000)	
2	Financial Turnover FY 1: 2022-23 (MinimumRs. 17,00,000)	
3	Financial Turnover FY 2 : 2023-24(MinimumRs. 17,00,000)	
4	Past experience if available of providing vehicle(s) on hire to at least one government organization or PSU or a prominent E-commerce/ 3 Party Logistics Player for transportation (Yes/No)	
5	In business for at least three years at the time of bidding (Yes/No)	
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. (Yes/No)	
S.No.	Document	Included (Yes/No/N.A.)
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 2021-22, 2022-23& 2023-24	
4	Authenticated copies of audited balance sheets and Profit & Loss Account for the preceding three financial years i.e. for the year 2021-22, 2022-23& 2023-24	
5 *	Scanned and signed copies of Contract, if any, for providing vehicle(s) on hire for transportation of goods/parcels/mailsto government organization or PSU or a prominent E-commerce/3rd Party Logistics (3PL) entity. 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.	
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	Duly filled in and signed copy Pre-Contract Integrity Pact (Annexure - V)	
8	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)	

9	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	
10	Scanned copy of Bank Guarantee/ DD/ UCR/ towards EMD amount	
11	Scanned copy of receipts towards tender fee	
12	Duly filled in and signed copy of Annexure - III	
13	Valid NSIC certificate with current validity (applicable for this field of business) for availing Earnest Money Deposit (Bid Security) exemption.	

Place:

Date: .../.../202...

(Signature)

Name of bidder _____

Address of bidder _____

Seal of Bidder

Tentative Vehicle Requirement Checklist

S.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 not be more than three years old i.e. the vehicle should have been registered on or 16.12.2021)
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(preferable criteria) 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	<p>Twin locking system</p> <p>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.</p> <div data-bbox="438 1444 1212 1993" data-label="Diagram"> <p>The diagram illustrates a twin locking system for a vehicle door. It shows two doors, labeled 'Left Door' and 'Right Door'. Each door has two vertical lock rods. The rods are connected to a central 'Lock Box' and 'Lock Rods' mechanism. At the bottom of each rod, there are 'Cams and Keepers'.</p> </div> <p>b. There should be a hidden locking system underneath the door of rear compartment with access from below.</p>

Compensation criteria followed by Department of Posts in case of Loss & Damage

S.No	Product	Insured/Not Insured	Compensation criteria
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]

Parameters and technical specification for the supply of GPS equipments, installation, software development are as under:

A. General Requirement

1. Online and real time tracking and monitoring capable of viewing the actual location of mail motor vehicle on a digitized / satellite map multiple vehicles on a single map. (Tenderes should have their own arrangement for providing continual access of digitized/ satellite map to the Department)
2. Web enabled solution to provide information to control room about the status of vehicle on real time basis.
3. Landmarking of the location of post offices on the digitized/ satellite map.
4. Real time two way communication between vehicle and the control room (this feature is optional at the discretion of the Department).
5. The software should be capable of integrating with the Traffic Management Software of the Department as per requirement.
6. Develop customized MIS.

B. Minimum Technical parameters of Equipments

- 1) GSM / GPRS modem
- 2) Should be able to monitor with any PC with required software.
- 3) Monitoring and online data downloading capability directly from internet.
- 4) Data storage capability for a minimum of 90 days.
- 5) Keypad – extendable.
- 6) Voice communication and miss call indicator.
- 7) Built in memory to store the data of 1000 locations extendable upto 4 GB memory data.
- 8) Tamper proof – power disconnection alert.
- 9) Built in GPS odometer.
- 10) Protection from power surge and electromagnetic interference.
- 11) Back up battery – minimum 4 hours.
- 12) Unit should have remote vehicle immobilization to stop the vehicle movement at the time of theft or hijack.
- 13) Storage Temperature – 35 dec C to +75 deg C.

- 14) Unit should have SOS Alert, tamper alert, main power wire disconnection alert, low battery alert.
- 15) SIM Pin (electronic) locking system to protect from misuse.
- 16) Unwanted call barring facility for both incoming and outgoing.
- 17) The unit should have both GSM/GPS high gain active antenna inbuilt to prevent from possible mishandling or interruption of delegated items.
- 18) The unit should have minimum of 12 channels GPS Antenna receiver.

C Software Specification and Reports

The software of the GPS system should provide a customised solution generating a variety of reports and MIS essentially covering the following functionalities:

- 1) A Comprehensive Activity report including mail schedules as well as vehicle movement.
- 2) Stoppage report of vehicle which will show actual stoppage or detention of the vehicles at various offices. The offices provided with more than one touch of mail schedules at different timings should be shown in the report.
- 3) Speed report of vehicle for the trips.
- 4) Over-speed and over-stoppage report.
- 5) Total distance report.
- 6) Land marking of Post Offices/Railway Mail Service offices/Transit Mail Offices etc. is required on digital map to exactly locate the vehicle halts, movement between offices etc.
- 7) Provision should be made to enter Data to display driver's name, vehicle regn. no., schedule no. / name, time etc. in vehicle tracking report.
- 8) GPS web enabled software should have interlink capability to integrate with software provided by the Department.
- 9) The software should generate vehicle detention report at various offices indicating date-wise schedule name / no., name of POs/RMS/ TMO, schedule arrival – departure, actual arrival, departure, detention and generate the drivers log-sheets etc. The vehicles passing near PO/RMS offices should not be shown as attended the offices.
- 10) Software should have the provision to accept substitute vehicle on the same schedule in case of accident / break down etc.
- 11) Provision of search engine to monitor movement of vehicles on schedule operations with vehicle registration, name of driver, previous and present stage, actual timing is to be made.
- 12) Provision should be made for managing the vehicle fleet of MMS and schedules in this software with edit facility.

- 13) Route violation report.
- 14) SMS provision to enable the schedule position.
- 15) GIS GPS should be of a suitable operating system capable of sharing, required information to the CSI application through Web-services as and when required.
- 16) Software capable of history tracing for a minimum of 90 days.
- 17) X and Y Geo- coordinate data capture at most precise level of locations to generate report at Address Level, Postal Code Level and Region/State Level.
- 18) The software should also generate report on Geo Routing requirement like –
 - a) Distance and Duration between two locations at the address level of location.
 - b) Shortest route determination based on the locations shared with GPS GIS.
 - c) Route determination between various locations/stops and selection of best route based on distance and traffic conditions.
 - d) Re-Routing Functionality in case new locations are added and selection of best route based on distance and traffic conditions.
 - e) Nearest vehicle identification to the broken down vehicle.
 - f) In case of breakdown of MMS vehicle, information about the nearest MMS vehicle, shall be available from the GIS GPS software.

The Department will be at liberty to alter/ modify the reports or number of reports required depending on the actual need once the systems are installed.

Annexure- XIII

AGREEMENT

**TO BE EXECUTED BY BIDDERS FOR CONVEYANCE OF MAILS BY MOTOR
VEHICLES TO BE USED EXCLUSIVELY FOR THE PURPOSE IN THE MAIL
ROUTE : Aska HO – Konkarada SO**

THIS AGREEMENT made on the ____ day of _____ **2024**
BETWEEN _____, AT: _____, PO: _____
PIN: _____, age ____ son of Sri _____, carrying on business under
the name and style of.....atin the town of _____
(Place) (hereinafter called the bidder which expression shall where the context so
admits include his/her heirs, executors, administrators, representatives or
permitted assigns) of the one part, AND the PRESIDENT OF INDIA acting by and
through **Superintendent of Post Offices, Aska Division, Aska : 761110** the
authorized officer of Ministry of communications and information Technology,
Department of Posts(hereinafter referred to as the Government which expression
shall unless excluded by or repugnant to the subject or context shall mean and
include its successors and permitted assigns) of the other part.

WHEREAS the Bidder has offered to contract with the Government for the transit, conveyance and delivery of all postal articles and mail bags as defined in the Indian Post Office Act, 1898 between **Aska HO** and * **Konkarada SO** and vice versa from the _____.____._____ (Date) to the _____.____._____ (Date)

Shri/Smt. _____ as hereinafter mentioned and the said Government has accepted such offer upon the terms and conditions hereinafter appearing;

AND WHEREAS it has also been agreed that the bidder should furnish security deposit @5% of the total value of the contract as security for the due fulfillment of the said contract in any one of the following forms

- i) Post Office certificates at issue price and pledged to the Chief Postmaster General / Director Postal Services / Sr. Supdt of Post Offices,
- ii) Deposits made in the Post Office Savings Bank pledged to the Chief Postmaster General/Postmaster General/Director Postal Services.....Circle / Sr. Supdt of Post Offices,
- iii) Bank Guarantee for the said amount / DD (for contract of high value).

And he has accordingly prior to the signing of these presents deposited with the Head of the said Postal Division, an amount of **Rs** _____/- (**Rupees** _____ **only**) by way of NSC _____ at _____ **HO/SO.**

Sl No.	Registration no.	Serial No. of the certificates	Date of Deposit	Name of PO	Amount	Period (to be matured on)
1						
2						
3						

NOW THIS INDENTURE WITNESSETH that the said bidder in pursuance of the said agreement and in consideration of the premises and of the payments hereinafter agreed to be made to him doth covenant with the Government by these presents in the manner following that is to say:-

IT IS HEREBY MUTUALLY AGREED AND DECLARED BY and BETWEEN the parties hereto as follows:-

- 1) The bidder shall, during the continuance of this contract, that is to say, for the period of 2 (**Two**) year from the _____.____._____ (date) to the _____.____._____ (Date) or until the said contract shall be terminated by such notice as is hereinafter mentioned or otherwise in due course of law (hereinafter referred to as the said

contract period) duly and safely and expeditiously convey daily between the various post offices, Railway stations and aerodromes and places mentioned in the schedule hereunto annexed or any amendment thereof as may be made herein pursuant to the powers in that behalf contained in clause 5 hereof including any schedule substituted therefore (hereinafter referred to as the schedule of trips) by means of suitable motor vehicles as hereinafter provided in clauses 3,8,20, and 22, all Postal articles and mail bags as defined in the Indian Post Office Act 1898, all hereinafter referred to as the Postal articles and mail bags which by the **Superintendent of Post Offices, Aska Division, Aska : 761110** (hereinafter referred to as the said Head of the **Division**) , the Superintendent of **RMS BG Division, Berhampur** the Postmaster/ the **Sub** Postmasters of any places mentioned in the Schedule of the time being or any other person/persons in that behalf duly authorized, shall be required to be carried and conveyed between the said Post Offices, Railway stations and places as aforesaid to the satisfaction and under the general direction, in all respects, of the said Head of the **Division** provided that the **said Head of the Division** may by giving eight weeks notice in writing to the bidder before the expiration of the said contract period, extend the period of this contract by further period not exceeding twelve months on the same terms and conditions as are contained herein except this condition of renewal.

2) The Bidder shall carry Post Office forms and stores dispatched by the Postal stock depot/the office where such forms and stores are printed and stored to the various Post Offices, railway and steamer stations and Railway Mail Service offices named in the Schedule attached to the agreement and such other places as may be required by the said Head of the Division /the said Superintendent **of RMS BG Division** /the said Postmaster/the **Sub** Postmasters of any of the places mentioned in the schedule of trips. Such forms and stores shall be deemed to be postal articles and mail bags for the purpose of this agreement.

3) The Bidder shall, for the due performance of this agreement, at his own expenses maintain, keep and provide to the satisfaction and approval of the said Head of the **Division**, a sufficient number (to be settled by the said Head of the Circle in case of disagreement and his decision shall be final) of motor vehicles of good reliable manufacturer of the following types or the type/types that may be specifically indicated by the competent authority.

- i) **Four wheeler** delivery vans which are not more than three years old and have a load carrying capacity of not less than 500 kgs with provision of seating arrangement for travelling of one postal officials whenever required. The metallic body of the three wheeler(excluding the driver cabin) should be fully covered with metal and should have doors with locking arrangements.
- ii) No motor vehicles shall be used by the bidder for the purpose of this agreement until it has been submitted to the said Head of the **Division** and its style, power, design manufacture and body and other prescribed specifications have been approved by that officers for use under this agreement and the said Head of **Division** may require it to be painted or otherwise marked as he directs and the bidder shall forth with carry out the work at his expense to the satisfaction of the said Head of the **Division**. All such motor vehicles shall be reserved by the bidder for use and shall be used solely and exclusively for the conveyance of the said postal articles and

mail bags and postal officials and armed escorts within **Aska HO and Konkarada SO** and for the performance of this agreement and shall be used for no other purpose.

4) The bidder shall during the continuance of the said contract punctually observe the timings mentioned in the schedule of trips for the departure and arrival from and to the various post offices railway stations and places mentioned therein for the various trips stated therein and shall follow the routes respectively prescribed in such schedule for particular trips between the various post offices railway stations and places mentioned in that schedule.

5)(a) Government by notice in writing by the said Head of the **Division** on behalf of the head of the Circle / Regional PMG shall be at liberty at any time or times or from time to time whenever deemed fit to make any alternations in the schedule of trips or to cancel or alter the schedule of trips or to substitute therefore another schedule and again thereafter to cancel from time to time or alter the said or substitute a new schedule therefore but any such cancellation alteration or substitution purposed shall be made only after one week's prior notice to the bidder except in emergent cases . The said head of the **Division / the said postmaster/ the Sub postmaster** of any places mentioned in the schedule of trips may also at any time on 3 three hours notice order in writing extra kilometrage to be run or an extra trip to be performed on any particular day and in the event of an extra trip being ordered he shall 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.

b) Government by notice in writing to the bidder by the said Head of the Division officer on behalf of the head of the circle /Regional PMG shall be at liberty at any time or times or from time to time whenever deemed fit not to send any mails on Sunday and any other postal holidays and by a like notice to utilize a restricted service on Sunday and other postal holidays.

6) The Bidder shall for each trip specified in the schedule of trips during the contract period provide for the carriage of the said postal articles mail bags and postman and in the event of necessity armed escorts in every case such type of motor vehicles as may be deemed necessary and be prescribed for the time being by the **said head of the Division** having regard to the claimed amount of the said postal articles and mail bags and postman requiring conveyance and shall carry the said postal articles and mail bags irrespective of weight and bulk to the full capacity of the type of the motor vehicles so prescribed to be used for such trip.

7) The Bidder shall comply with the instructions of the said **Head of the Division/ the said Superintendent RMS BG Division/the said Postmaster/the Sub Postmasters** of various Post offices mentioned in the schedule of trips hereunto annexed as to the mode in which the said postal articles and mail bags shall be stored, packed and loaded in, or removed, from the motor vehicles of the bidder.

8) The bidder shall be solely responsible for obtaining necessary permits, licences, etc. from the local authorities or State Governments. The bidder shall 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 and shall at the bidder's own expense maintain all such motor vehicles and the machinery and all parts thereof clean and in good and proper working order and condition and fit for use and supply all fuel, lubricants, carriage lights, spare parts and other things necessary for the proper running thereof and for the due performance of the purposes of this agreement. All such motor vehicles shall 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 said Head of the Division. All vehicles shall be fully repainted towards the end of 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 said Head of the Division and at least one spare tyre and a tube be made ready and available for use shall be carried thereon.

9) The bidder hereby convince and declares that no one connected with or in the employment of the Postal Department now has any interest in this contract nor shall any such person ever be admitted as a partner to any interest in this contract. The bidder shall furnish the Government in writing with full particulars of his business and shall also, if so required, furnish the said Head of the **Division** with the 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 Government shall be at liberty to forbid the employment of any person whom the said Head of the Circle/the said Superintendent/the said Postmaster may consider undesirable.

10) This contract shall 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 said Head of the **Division** being first had and obtained, but the bidder's heirs and representatives shall with the consent in writing of the **said Head of the Division** 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 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 shall 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 shall, provided the said Head of the Division consents to the same, continue to perform the duties or engagements of the bidder under the contract.

10(a) If during the subsistence of the contract, the Bidder being a partnership firm, is dissolved or reconstituted due to the death, retirement, insolvency, admission of new partners or otherwise howsoever, the bidders shall forthwith give notice of such dissolution or reconstitution to the **Superintendent of Post Offices, Aska Division, Aska : 761110** (*the designation of the appropriate officer to be inserted in the blank spaces*) who shall be entitled in his absolute discretion either to terminate the contract without any liability on the part of the Government to compensate the Bidder for any loss or damage in consequence thereof or to continue the same. In the event of the **Superintendent of Post Offices, Aska Division, Aska : 761110** (*the designation of the appropriate officer to be inserted*

in the blank spaces) deciding to continue the contract, the partners of the reconstituted firm shall 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 shall execute a fresh contract to that effect when called upon by the **Superintendent of Post Offices, Aska Division, Aska : 761110** (*the designation of the appropriate officer to be inserted in the blank spaces*) to do so.

11) The postal officials detailed for duty shall be entitled to travel free on every motor vehicle employed in carrying the said postal articles and mail bags under this agreement and all reasonable directions given by such postal officials to the driver of such motor vehicles shall be complied with by him and no other passenger shall be carried thereon.

12) The Bidder shall be responsible for all losses and damages caused to Government 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 shall indemnify the Government against all such losses, damages and from the payment of every fine 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.

13) The Bidder shall be solely and absolutely liable and responsible for the due, and safe custody and delivery in good order and condition of all letters, papers, dispatches, packets, parcels, documents, writings, articles and things forming part of the said postal articles and mail bags or any part thereof or of which the same or any part thereof may consist entrusted or delivered to him for carriage, conveyance and delivery under or in pursuance of this contract and for all losses thereof or damages or injuries thereto respectively from the time when such letters, papers, dispatches, packets, parcels, documents, writings, articles and things respectively shall be delivered to him for carriage and conveyance to the time when the same respectively shall be delivered by him to the proper officer of the post office or other authorised person on the termination of their carriage and conveyance from whatsoever cause such losses, damages or injuries shall arise and whether or not the same shall arise from the acts or defaults, criminal or otherwise, of his servants or agents and shall be liable to pay to Government the value of all or any of such letters, papers, despatches, packets, parcels, documents, writing, articles, and things which may be lost and the amount of damage or injury to all or any thereto which may be damaged or injured 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 postal articles 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 said Head of the Circle of every amount payable by the bidder under this clause shall be conclusive as to the amount thereof and binding on the bidder.

PROVIDED ALWAYS that the responsibility and liability of the bidder under this clause shall not extend to any loss, damage or injury caused by or resulting from the acts of god, violence of any army, or a mob or other irresistible force or by or from robbery or dacoity by any person or persons not in the employ or under the control of the bidder, AND PROVIDED, however, and not withstanding anything aforesaid that when under orders in writing of the Head of the **Division**, a Post office official is detailed to accompany any articles to be carried under this agreement, the bidder shall not be liable for any loss thereto while the said official is accompanying the same unless in the opinion of the said Head of the **Division** (which shall 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.

14)

In the event of non-completion of any journey or of delay in completion of any journey in accordance with the time table hereinbefore provided and in the event of failure to deliver the parcel bags at the prescribed destination offices in time or take up any postal article or parcel bags at any of the places (not more than the prescribed capacity of vehicles), failure to maintain efficient service to offices prescribed in the schedule of trips, the bidder shall be liable to pay the below mentioned penalty amounts.

S. No	Penalty Condition	Penalty amount
1	Non provision of vehicle/vehicles for any trip	3. The Department of Posts would have a right to hire a vehicle from the market and incurred expenditure will be borne by the Bidder. The amount will be deducted from the monthly bill raised by the bidder.
		4. No payment shall be made to bidder for failed trip
2	No provision of India Postbranded vehicle for any trip <i>(Not applicable in case of short term and emergency requirement as described in para 27)</i> <i>India Post branded vehicle for application of penalty clause means vehicle painted as per Department of Posts requirement</i>	3. Bidder has to provide India Post branded vehicle/vehicles on all occasions. Non provision of vehicle shall be considered as a default in context of para 16 (c)
		4. Exemption may be given by competent authority in odd circumstances.
3a.	Penalty in case of non-adherence to fixed timeline as per para 1(a)	
Trips delay per month per route		Penalty as % of monthly bill (per route)
V.	Less than or equal to 5% of total monthly trips	Nil
VI.	More than 5% & less than or equal to 10% of total monthly trips	5%
VII.	More than 10% & less than or equal to 20% of total monthly trips	15%
VIII.	More than 20% of total monthly trips	20%

3b.	Relaxation of upto 30 minutes would be applied to fixed timelines mentioned in para 1(a) for 10% of monthly trip before application of clause 3a above. Relaxation beyond 30 minutes may be given for such 10% n monthly trips in extraordinary circumstances with approval of competent authority. Further, such breach would not be considered as default in context of para 16 (c).
-----	--

a. 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 the road by the District Board, Public Works Department, or the Police to motor vehicles carrying mails, violence of mob 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 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 postal parcel articles and mail bags to prescribed destination as per schedule.

b. PROVIDED FURTHER that the liabilities of the bidder to pay the amounts hereinbefore mentioned are without prejudice to the Government's other right to be reimbursed any expenses to which the Government is put to as a consequence of such default and other rights in respect thereof.

c. PROVIDED ALSO THAT if the bidder makes more than **6** defaults in 1 month repeated for more than 3 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 32 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.

d. PROVIDED FURTHER that in the event of the contract being liable to be terminated as aforesaid, the Government may, at its discretion, either terminate the contract or forfeit the entire performance security money without terminating the contract. But any such termination of the contract or forfeiture of security as aforesaid shall be without prejudice to the right of the Government to all other remedies in respect of every failure or default and particularly to the Government's right to recover the full amount of loss or damages which the Government 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

15) The said sum of Rs _____ /- (**Rupees** _____) deposited as security deposit in any one of the prescribed forms shall be retained by government as security for the due and faithful performance by the bidder of all and singular the several covenants, conditions and agreements herein contained on his part to be observed or performed with full power to the **Superintendent of Aska Division, Aska : 761110** for and on behalf of Government. In case the bidder fails to perform, fulfill, keep and observe all or any of the said covenants, conditions or agreements on his part herein contained, the Department will forfeit the amount so deposited or otherwise realize the value of the said security deposit in full or any part thereof with all or any part of the interest which shall have accrued and may accrue thereon towards satisfaction of the amount of all or any damages, and other sums which the said bidder may have become liable to pay hereunder but

nevertheless, the interest of the said sum of Rs _____/- (**Rupees** _____) securities received in exchange therefore may in the meantime be paid over to the said Head of the **Division** if he shall think fit and if the said security depreciates or appropriations are made there from as aforesaid, the bidder hereby undertakes to furnish more security when called upon to make up such deficiency and this contract shall be deemed to be a contract in which the public are interested within the meaning of the exception to Section 74 of the Indian Contract Act 1872.

- 16) The bidder agreed to supply the vehicles as per Rate Chart per vehicle (Exclusive of Service Tax) as under:

Sr.No.	Description	Rate (Rs.)
1	Per kilometer per vehicle	
2	No. of vehicles offered	1

17) The Bidder's monthly remuneration for the work to be done by him under this agreement shall be the sum of **Rs** _____/- (**Rupees** _____) for _____ kilometers being run per month to be paid in respect of the services rendered during any calendar month calculated @ **Rs** _____ per km of run. The bidder shall submit on or before the 15th day of the succeeding calendar month a bill in respect of such services showing the details of calculation with full particulars and documents in support thereof. The monthly remuneration shall be paid to the bidder(s) within 30 days of the presentation of the bill as aforesaid.

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

a. PROVIDED ALWAYS that, **after six months from the date of awarding contract if at any time** during the subsistence of this contract, if the average **Diesel** fuel price (including local Government taxes) prevailing on 15th 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 **Diesel** fuel price (including the local Government taxes) prevailing on the date of issue of the Notice Inviting Tender (NIT) (here-in-after referred to as the basic price), then amount which may be paid to or claimed against the successful bidder shall be 0.3% of bid price per route for every 1% increase or decrease in basic **Diesel** 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 **Diesel** fuel price on 15th of the month of start of operations and thereafter (simple average of price prevailing in origin and destination cities);

Sum of Diesel fuel price on 15th of the month in origin and destination cities

* **Average Diesel price** = _____

PB = Basic **Diesel** 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
Aska- Konkarada			

Hypothetical Example : -

Assumptions

- Issue date of NIT – 01/09/2019
- Date of start of operations – 01/11/2019
- Average base price of **Diesel** on **01/09/2019** in origin and destination city - Rs. 70/-
- Average price of Diesel 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.

b. 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.

c. 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 **Diesel** price increase/decrease would be reckoned basis total compensation paid as per para 1 above.

d. 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.

e. 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.

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

PROVIDED FURTHER that as the said monthly remuneration is based on a Kilometerage of _____ kilometers per month being run, if owing to alterations in the schedule of trips or on account of additional trips having been ordered or for any other reason, kilometerage covered or run during any calendar month is more or less than the said kilometreage of _____ kilometers, the monthly remuneration payable to the bidder shall be proportionately increased or decreased as the case may be.

AND PROVIDED FURTHER that in reckoning such kilometreage only distances shall be measured between postal terminals affected by the shortest route unless that route is closed for vehicular traffic, notwithstanding that vehicles may have to travel further and if a vehicle of a lower capacity than that specified in the schedule of trips or order is used for any reason and as a consequence it has taken more than one trip to move the said postal articles and mail bags only one trip shall be counted for trips which move what a vehicle of the contracted capacity or order could have moved.

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.

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.

18) The Bidder(s) undertake(s) to run the motor vehicles for the purpose of this contract on **Diesel** (*type of fuel*) and also agrees that in case he uses any motor fuel other than **Diesel** (*type of fuel*) whether under the orders of the Central Government or any State Government or for any reason whatsoever to notify in advance to the said Head of the **Division** 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.

19) 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.

20) Any notice required to be given under these presents on the part of the Government shall be deemed to be duly given if signed by the said Head of the **Division** for the time being entrusted with the functions, duties and powers of the said Officers respectively 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 the Head of the Circle /the Superintendent /the Postmaster.

21) 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 said Head of the **Division** shall give notice in writing to the bidder that he has reason to be dissatisfied with the conduct of any driver, the bidder shall forthwith on receiving the complaint supply and substitute in the place of the driver complained of, another driver for the purpose of the contract.

22) If the Bidder shall die before the expiration of this contract , the Government may at its option either immediately terminate this contract or require the heirs or authorized representatives of the bidder to carry out the same for such period not exceeding six calendar months as the Government may require.

23) The said Head of the **Division** shall have the right in his 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 he 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 by him 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 motor vehicles shall be subject to the submission and approval mentioned in clause 3 hereof.

24) During the said contract period, the bidder shall have the right to use on payment of rent at Rspaise per month(*which includes water and electricity charges) as fixed by the Government the plot of land with any building thereon belonging to Government situated inas a garage for the motor vehicles employed by the bidder in the performance of the contract and also as a workshop for keeping the said motor vehicles in good working order and shall at the expense of the bidder but nothing in these presents contained shall be construed to give the bidder any legal interest, in over or to the said premises or any part thereof but the bidder shall only have the right to enter upon and utilize the said premises for the purpose of performing this contract and the bidder shall leave and give vacant possession of the said premises in good order on expiration or earlier termination of the contract.

(Not applicable)

25) The Bidder shall keep Government indemnified against all actions, losses, costs, charges, expenses, suits, proceedings, claim and demands arising out of the use by the bidder of the said premises referred to in clause 24 for the purpose therein mentioned and shall fully indemnify government against and compensate Government for all losses or damages to the said or any adjoining premises which shall have been suffered or sustained by Government by any cause whatsoever including fire in any way due to or arising from the exercise by the bidder of his rights and privileges hereby granted or the use of the rights as aforesaid, the amount of the compensation payable to be determined in writing by the Executive Engineer(Civil), Department of Posts, Government of India shall (subject as

aforesaid) keep the said premises in tenantable repair and the bidder at expiration of the said contract period shall yield up the said premises in as good state and condition as they were in at the date of bidder's entry thereon together with all fixtures and additions thereto. The bidder shall not do or suffer to be done on the said premises or any part thereof any act or thing which may be or grow to be an annoyance or nuisance or disturbance to the owners and occupiers of any property in the neighborhood. The bidder shall permit Government or its agents or workmen (including the Executive Engineer (Civil) of the Department or his subordinate officers) at all time to enter the said premises or any portion thereof in order to view the condition thereof.

26) Whenever any claim for the payment of a sum of money arises out of, or under this contract against the Bidder, the government shall be entitled to recover such sum by appropriating, in part or whole, the security deposited by the bidder and to sell any Government Promissory notes, etc., forming the whole or part of such security. In the event of the 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 Government in the Postal Department. Should this sum be not sufficient to cover the full amount recoverable, the bidder shall pay to the Government forthwith on demand and without demur the remaining balance due.

27) 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 under or in respect of this agreement (except the decision whereof is hereinbefore otherwise expressly provided for) shall be referred to the sole arbitration of any person appointed by the Chief Postmaster General, **Odisha** Circle, or in case his designation is changed or his office is abolished, to the sole arbitration of any person appointed by the officer who for the time being is entrusted, whether or not in addition to other functions, with the functions of the Chief Postmaster General, 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, 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.

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 shall apply to the arbitration proceedings under this clause.

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 at **Odisha** or such other place which the sole arbitrator may decide.

Signature of witnesses

(Name and address in Block letters)

1.

Signature of bidder

1. Full name and address of
the
person signing (in block letters)
signing as proprietor/

2.

Partner/constituted Attorney/duly Authorised by the company

Signature of witnesses

(Name and address in Block letters)

1.

Name and signature of authorized officer
on behalf of the President.

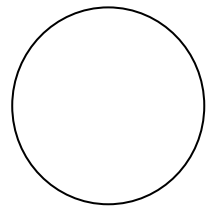
LOG SHEET OF THE CMMS PLYING IN BERHAMPUR RMS TO GALLERY SO
for Date _____

Out Trip (UP)		Scheduled Time of		Actual Time of		No of Bags	Name of the official exchanging the mails	Full Signature of the Official exchanging the mails
		Arrival	Departure	Arrival	Departure			
1	Berhampur RMS	04.40	05.00					
2	Kukudakhandi (Berhampur Divn.)	05.20	05.23					
3	Hinjilicut	05.40	05.43					
4	Aska TMO	06.10	06.20					
5	Gunthapada	06.35	06.40					
6	Nimina	06.55	07.00					
7	Gangpur	07.10	07.13					
8	Gobara	07.25	07.28					
9	Jillundi	07.45	07.47					
10	Bhanjagar	07.55	08.10					
11	Mujjagada	08.30	08.35					
12	Gallery SO	09.00	--					

Received total No. of _____ Bags from RMS official.

Signature of the CMMS Contractor Signature of the RMS Official
Exchanging the Mails with date Stamp

Date: _____.



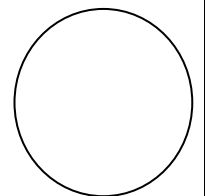
In Trip (DOWN)		Scheduled Time of		Actual Time of		No of Bags	Name of the official exchanging the mails	Full Signature of the Official exchanging the mails
		Arrival	Departure	Arrival	Departure			

		Arrival	Departure	Arrival	Departure			
1.	Gallery SO	-	15.15					
2.	Mujjagada SO	15.40	15.42					
3.	Bhanjangan SO	16.10	16.25					
4.	Jillundi SO	16.35	16.35					
5.	Gobara SO	16.48	16.50					
6	Gangpur SO	17.03	17.05					
7	Nimina SO	17.18	17.20					
8	Gunthapada SO	17.28	17.30					
9	Aska TMO SO	17.38	17.50					
10	Pittala SO	18.05	18.05					
10	Hinjilicut SO	18.05	18.05					
11	Kukudakhandi SO (Berhampur Divn.)	18.45	18.47					
12	Berhampur RMS	19.30	--					

Delivered total No. of _____ Bags to RMS official.

Signature of the CMMS Contractor Signature of the RMS Official
Exchanging the Mails with date Stamp

Date: _____.



SCHEDULE FOR THE BERHAMPUR RMS TO GALLERY SO CMMS

	Out Trip (UP)	Time of arrival	Time of Departure	Distance in KM
1	Berhampur RMS	04.40	05.00	
2	Kukudakhandi (Berhampur Divn.)	05.20	05.23	
3	Hinjilicut	05.40	05.43	
4	Aska TMO	06.10	06.20	
5	Gunthapada	06.35	06.40	
6	Nimina	06.55	07.00	
7	Gangpur	07.10	07.13	
8	Gobara	07.25	07.28	
9	Jillundi	07.45	07.47	
10	Bhanjangan	07.55	08.10	
11	Mujjagada	08.30	08.35	
12	Gallery SO	09.00	--	
In Trip (Down)				
1.	Gallery SO	--	15.15	
2.	Mujjagada SO	15.40	15.42	
3.	Bhanjangan SO	16.10	16.25	
4.	Jillundi SO	16.35	16.35	
5.	Gobara SO	16.48	16.50	
6	Gangpur SO	17.03	17.05	
7	Nimina SO	17.18	17.20	
8	Gunthapada SO	17.28	17.30	
9	Aska TMO SO	17.38	17.50	
10	Pittala SO	18.05	18.05	
11	Hinjilicut SO	18.05	18.05	
12	Kukudakhandi SO (Berhampur Divn.)	18.45	18.47	
13	Berhampur RMS	19.30	--	
			Total	

