

Pre Qualification Criteria & Service level Agreement

GENERAL TERMS AND CONDITIONS OF THE CONTRACT FOR CONVEYANCE OF PARCELS BY HIRING OF COMMERCIAL DIESEL VEHICLES.

1. Eligibility:

- A. The bidder should have all necessary, valid certificates as prescribed by the Ministry of Road Transport & Highways before the date of issue of this Bid. Copies of such certificates shall be submitted along with technical bid.
- B. All legal obligations and other statutory obligations in respect of drivers (for driving the vehicles) and personnel (for handling of mail / parcel bags) i.e salary, Employees Provident Fund (EPF) , Employees State Insurance (ESI) etc. are to be fulfilled and borne by the bidder and shall be the sole responsibility of the bidder. The firms / transporters / bidder should have valid registration under the ESI and EPFO authorities. All relevant documents in support of this should be attached with Technical bid.
- C. Bidders are required to supply BS-VI compliant closed body commercial vehicles having load carrying capacity of 5 ton or with space for 25 cubic meters or more volume in load carrying compartment to operate the routes. The bidder should either own, purchase or have a hiring agreement with the owners of vehicles which are offered to be supplied. In case the bidder wishes to deploy new vehicle(s), an affidavit in Proforma for Affidavit to be submitted by the bidders may be furnished to this effect.
- D. All vehicles to be provided shall be fitted with Global Positioning System (GPS) to enable real time tracking of location of the vehicle and consignments that it is carrying.

2. Address:

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

3. Earnest Money Deposit (Bid Security) :

A. EMD / Bid Security of Rs. 3,23,000/- (Rupees Three Lakhs Twenty Three Thousand) will be accepted in form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-Bank Gurantee) from any of the Commercial Banks in favour of Senior Manager, Mail Motor Service, Chennai-600006 or online payment (RTGS/NEFT) in the beneficiary name : The Sub Postmaster, Account no: 31480871989, IFSC code: SBIN0020243, Bank Name : State Bank of India, Branch Address: Greams Road, Chennai - 600006.


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

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 amount will be forfeited by the Government.

E. The bid without EMD (other than those exempted from BID security / EMD as detailed in GeM GTC) shall be summarily rejected.

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

4. Technical Bid:

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

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

5. Commercial Bid:

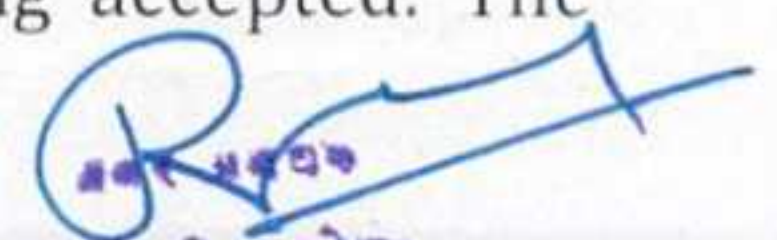
A. A consolidated rate including fuel price applicable on the date of issue of this Bid, charges for providing GPS facility, all tolls and taxes applicable by Central/State government, GST, maintenance, drivers and personnel should be quoted. However, the rate for each item should be shown separately.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

B. Any conditional bid will not be accepted.

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

6. 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 the form of Insurance Surety, Bond, Account Payee Demand Draft, Fixed Deposit Receipt from a commercial Bank, Bank Guarantee (including e-bank Guarantee) from a Commercial Bank or online payment (RTGS/NEFT) within 14 working days from the date of this Bid being accepted. The



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competent authority may extend the performance security submission date in case of exceptional circumstances provided a written request is made within 14 working days from the date of acceptance of Bid. However, in case of failure of submission of the Performance Security within above mentioned time period, the sum of the Earnest money Deposit (Bid Security) will be forfeited and accepted Bid shall be cancelled.

B. The performance security will remain valid for a period of sixty days beyond the date of completion of this contract. The amount will be refunded to the Contractor without interest, after he duly performs and completes the contract in all respects. If the contract is extended for a further period of 1 year, the bidder will have to submit performance security accordingly.

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

7. 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.

8. 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.

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

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

10. The Bid is not transferable. Only one Bid shall be submitted by a bidder.

11. Arbitration:

A. All disputes, differences and questions arising out of or in any way touching or concerning this agreement or the subject matter thereof or the respective rights, duties or liabilities of the parties under or in respect of this agreement (except the decision where of is hereinbefore otherwise expressly provided for) shall be referred to the sole arbitration of any person appointed by *The Chief Postmaster General, Tamilnadu Circle, Chennai-600002* or in case his designation of the designated person 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, Tamilnadu Circle, Chennai-600002, by whatever designation of the designated person 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, Tamilnadu Circle, Chennai-600002 or the said officer shall appoint another person to act as arbitrator in accordance with the terms of this agreement. Such persons shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

C. Upon every and any reference as aforesaid the assessment of costs incidental to the reference and award respectively shall be in the sole discretion of the sole arbitrator. The venue of the arbitration proceedings will be O/o The Chief Postmaster General, Tamilnadu Circle, Chennai-600002 or such other place which the sole arbitrator may decide.

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

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

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

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

16. The contract will be effective for two year from the date of signing of Agreement

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unless terminated as per clause CC of Scope of work and Penalties. The contract may be renewed for a further period of one year, subject to satisfactory performance and on the same terms and conditions.

17. Breach of terms and conditions:


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

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

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

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

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


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Scope of work

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

A. Department of Posts intends to operationalize "**PH Salem- PH Villupuram**" and "**PH Villupuram - PH Salem**" with intermediate points **PH Tiruchirapalli, PH Thanjavur, PH Mayiladuthurai, PH Vridhachalam** for transportation of parcel bags/postal mail bags/articles through commercial vehicles. In this context, Department of Posts intends to hire 2 commercial vehicles fitted **with Global Positioning System (GPS)** having carrying capacity of 5 **(Five) Tonnes or more with space for at least 25 cubic meter volume** from eligible reputed firms/transporters/ bidders for carrying of parcel bags/postal mail bags/articles on the following route:

S No.	Name of route- Origin to Destination and vice versa	Approximate distance from Origin to destination and vice versa (in Kms)	Parcel Bag collection point (Origin)	Parcel Bag collection point (Intermediate)	Parcel Bag delivery point (Destination)	Fixed timeline (from origin destination and vice versa)
1	"PH Salem- PH Villupuram"& "PH Villupuram - PH Salem" with intermediate points- PH Tiruchirapalli, PH Thanjavur, PH Mayiladuthurai, PH Vridhachalam	850	PH Salem/ PH Villupuram	PH Tiruchirapalli, PH Thanjavur, PH Mayiladuthurai, PH Vridhachalam	PH Villupuram/ PH Salem	20 hours

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

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

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



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

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

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

F. The Department of Posts, giving a notice of one week, may also delete mail /bag exchange points within a single route as mentioned in para A above. The fixed timelines shall be revised accordingly. Due to deletion of exchange point within a single route, deduction in payment for each trip will be made as per below mentioned formula:

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

G. No official will be provided by Department of Posts with vehicles conveying parcel/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 handover the bags to destination office including unloading/loading bags at the exchange points along the route. It should be ensured by the driver that the vehicle is properly sealed with Bullet seals (provided by Department of Posts) before departing from any origin/exchange point and that the serial number of the bullet seals is entered in the work papers provided to him.



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- H. The time schedule for movement between origin and destination offices including additional exchange points shall be provided to successful bidder after award of contract by competent authority.
- I. It shall be the responsibility of the successful bidder after the award of contract to have a Global Positioning System (GPS) device installed in the vehicle to enable tracking of location of the vehicle at all times from origin to destination. The successful bidder shall provide for online platform-based tracking of vehicle on real time basis. Further, the tracking system shall be compatible for integration with the IT system of Department of Posts as and when required. The successful bidder shall also provide weekly/fortnightly/monthly MIS report and raw data (MS Excel format) consolidated for vehicle movement across all routes on monthly basis, to the Department of Posts.
- J. The Department of Posts, by giving a notice of one week, may ask bidder to remove the GPS device installed by the bidder and install a GPS device monitoring system provided by the Department of Posts or any party/vendor appointed by the Department. The cost of GPS service there upon shall be deducted in the monthly billing.
- K. The Turn around 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.
- L. Department of Posts may require enhancement in the carrying capacity of the vehicle on the tendered route or may require additional vehicle on the tendered route. The capacity and periodicity of the requirement will be notified by the Department on the same terms and conditions as defined in para 1 of Special Terms & Conditions – Change in Schedule. The successful bidder after award of contract shall be compensated for provision of such additional capacity/vehicles in proportion of the approved Bid rates as provided in the table at para N. The successful bidder after award of contract shall be bound to replace or provide additional vehicles of increased/decreased capacity as per the specifications defined in para Q below:
- M. In case of decreased requirement in capacity of the tendered vehicles/additional vehicles, the same may be replaced with vehicles of decreased capacity on the tendered route(s). The Department will accordingly inform the successful bidder after award of contract through notice for replacement of such vehicles with decreased capacity as and when required. The successful bidder after award of contract shall be bound to replace such tendered vehicles with decreased capacity within 30 days as per specifications defined in para 1 of Special Terms and Conditions. The deduction in the bill will be made for replacement of decreased capacity vehicles as provided in the table at para N below. It may be noted that capacity of regular tendered vehicle can be reduced by a maximum of 3 tonnes only.
- N. The rates payable to the successful bidder for provision of tendered vehicle(s) or additional vehicle(s) required as per provision under this Bid will be as below:

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S. No.	Commercial vehicle type	Rates payable for tendered vehicle from origin to destination and vice versa (contracted rates)
1.	5 tonnes capacity with space for 25 cubic meter volume or more in load carrying compartment	65% of Bid cost
2.	7 tonnes capacity with space for 28 cubic meter volume or more in load carrying compartment	75% of Bid cost
3.	9 tonnes capacity with space for 32 cubic meter volume or more in load carrying compartment	Bid rate of 9 tonnes vehicle (Bid cost)
4.	12 tonnes capacity with space for 40 cubic meter volume or more in load carrying compartment	115% of Bid cost
5.	14 tonnes capacity with space for 42 cubic meter volume or more in load carrying compartment	130% of Bid cost

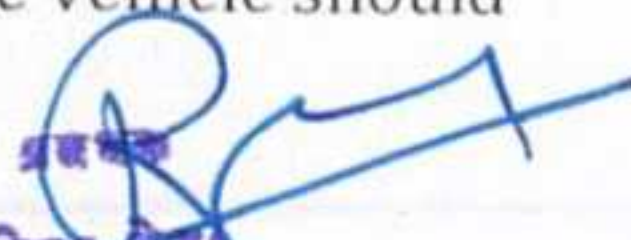
O. The Department may also require additional vehicles to run on a part of the route (as mentioned in this bid document) on point-to-point basis. Rates for running such vehicle(s) on point-to-point basis will be compensated on pro-rata basis.

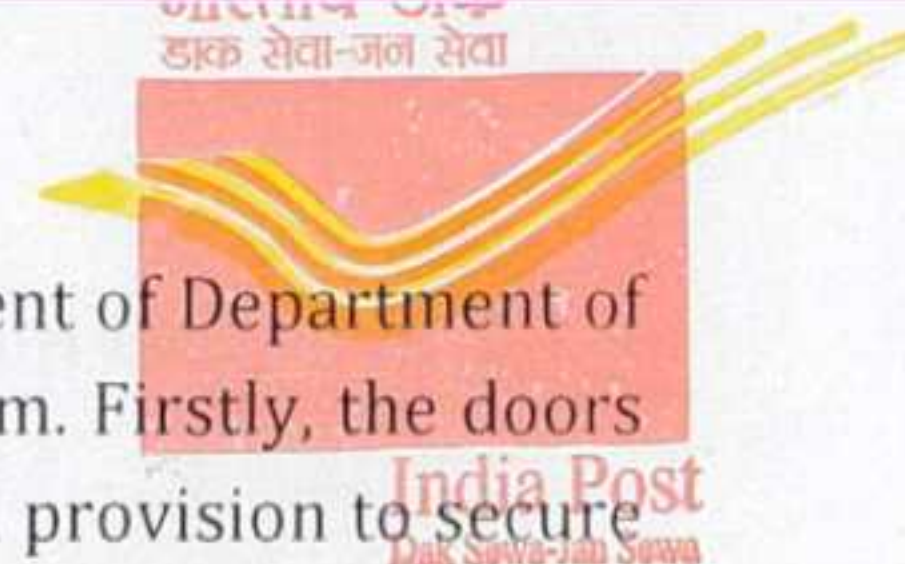
P. Rates payable on point to point basis per trip= contracted rates payable to vehicle on the given route (Rs./Km) x Distance between points.

Example:

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

Q. The vehicle provided by the bidder should be BS-VI compliant and should not be more than three years old i.e. the vehicle should have registered on or after 04/06/2022 and have a load carrying capacity of 5 tonnes or more with space for 25 cubic meter or more volume for the route mentioned in para A. There should be a provision of seating arrangement for traveling of one postal official if and when required. The body of the vehicle should


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be fully covered with water-tight metal sheets, paint the vehicle as per requirement of Department of Posts. The rear compartment of the vehicles should have two-part locking system. Firstly, the doors should have total of four lock bars comprising of two lock bars on each door and provision to secure these doors using Bullet seals (provided by the Department). Secondly, there should be a hidden locking system underneath the door of rear compartment with access from below. The vehicle should be available for operations within 30 days of awarding of Bid. The contractor will provide high quality nylon/polypropylene cargo nets of appropriate load bearing capacity and size with hooks for fastening to the inside of vehicles to be used as separators. The number of such separations per vehicle is to be provided by the Department.

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

S. The competent authority reserves the right to reject all Bid(s) without assigning reasons.

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

U. The successful bidder after award of contract shall provide the desired number of vehicles for the prescribed route as per the approved bid rate.

V. 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.

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

X. The vehicle will be kept neat and clean and in perfect running condition. GPS provided to the vehicles should also be in proper working condition. Bidder shall provide vehicle of colour and branding as specified by the Department of Posts. Non provision of vehicle shall be considered as a default as per Annexure VIII and penalty will be levied.

Y. The vehicles supplied should also meet all legal and statutory environmental / similar requirements. The Competent authority reserves the right to inspect for acceptance of minimum number of vehicles before commencement of contract.

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


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the market at the cost of the Bidder.

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

BB. The drivers while performing the duty must be neatly dressed, preferably wearing proper uniform and must carry a identify card and mobile phone in working condition, for which, no separate payment shall be made by the Department of Posts. The driver of the vehicles provided by the selected bidder should not have any adverse antecedents..

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


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Additional Qualification / Data required

Special terms and conditions

1. Change in Schedule

A. Department of Posts by notice in writing by the competent authority shall be at liberty at any time or times or from time to time whenever deemed fit, to make any alternations in the capacity of the schedule or schedule of trips or to cancel or alter the schedule of trips or to substitute another schedule. But any such cancellation alteration or substitution will be made only after one week's prior notice to the bidder except in emergency cases. The competent authority may also at any time order in writing an extra trip to be performed on any particular day as per below mentioned timelines:

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


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

C. And provided further, that for emergency requirement successful bidder, after award of contract may be compensated extra by not more than 15% of bid price. However, no such compensation shall be paid for short term requirement.

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

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

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


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2. The Bidder will comply with the instructions of the said postal competent authority, as mentioned in the schedule of trips, as to the mode in which the said parcel bags and mail bags will be stored, packed and loaded and unloaded, from the vehicles of the bidder.
3. The successful bidder will be solely responsible for obtaining necessary permits, licenses, etc. from the Local Authorities or State Governments. The bidder will bear and pay all rates, taxes and fee levied by a local authority or a state government payable in respect of the motor vehicles provided by the bidder for the purposes of this agreement. The successful bidder shall at his own expense maintain all such motor vehicles, machinery and all parts thereof in clean, good and proper working condition and all motor vehicles shall be fit for use. The successful bidder shall supply all fuel lubricants, carriage lights, spare parts and other things necessary for the proper running thereof and for the due performance of the motor vehicles for the purposes of this agreement. All such motor vehicles will as to their continual condition and fitness for the efficient performance of this agreement be subject, at all times, to the inspection and approval of the competent authority. All vehicles will be fully repainted in March or October every year (according as the service is in the hills or in the plains respectively) and be kept otherwise in a presentable condition as required by the competent authority and at least one spare tyre and a tube be made ready and available for use thereon.
4. The successful bidder after award of the contract 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 for bid the employment of any person whom the competent authority may consider undesirable.
5. This contract will not, nor any part thereof or any interest therein be transferred by the bidder to any person or persons or to a company or attempted to be so done without the previous consent in writing of the competent authority being first had and obtained, but the successful bidder's heirs and representatives will with the consent in writing of the competent authority have the right to continue to perform the duties or engagements of the bidder under the contract in case of his death. In the event of the bidder transferring his business and in the event of the successful bidder being a company being wound up and at any time during the period of this contract for the purpose and with the object of transferring its business to any person, persons or a company, the bidder will make it one of the terms and stipulations for the contract for transfer of his properties and business to such other person or company that such other person or company will, provide the competent authority consents to the same, continue to perform the duties or engagements of the bidder under the contract.



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6. If during the existence of the contract, the successful bidder being a partnership firm, is dissolved or reconstituted due to the death, retirement, insolvency, admission of new partners or otherwise howsoever, the bidders will forthwith give notice of such dissolution or reconstitution to the competent authority who will be entitled in his absolute discretion either to terminate the contract without any liability on the part of the Department of Posts to compensate the Bidder for any loss or damage in consequence thereof or to continue the same contract. In the event of the competent authority deciding to continue the contract, the partners of the reconstituted firm will be bound by the terms and conditions of the contract in all respects and to the same intent and effect, as if they were parties to the contract and such partners will execute a fresh contract to that effect when called upon by the competent authority to do so.
 7. The successful bidder after award of contract 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.
 8. The successful bidder after award of contract will be solely and absolutely liable and responsible for the due, and safe custody and delivery in good order and condition of all contents of the parcel and mail bags entrusted or delivered to him for carriage, conveyance and delivery under provisions of this contract and for all losses thereof or damages or injuries thereto respectively and will be delivered by him to the proper officer of the designated office or other authorized person on the termination of their carriage and will be liable to pay to the Department of Posts the value of all or any of such contents which may be lost or damaged between the times aforesaid and the amount of all other losses, damages, costs, charges or expenses whatsoever if any arising from the failure so to deliver the said parcel and mailbags 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 the Department of Posts to the 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

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Posts is provided in Compensation criteria in case of loss and damage 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.

9. The successful bidder after award of contract shall undertake to run the 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, then 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.

10. 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 as to terminate the same.

11. Any notice required to be given as per para 9 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.

12. 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



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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 forth with on receiving the complaint substitute another driver for the purpose of the contract.

13. 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 mailbags 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 with other fit and safe motor vehicles of the same type, though not necessarily of the same make, but such substituted commercial vehicles shall be subject to the submission and approval as per terms and conditions of bid.

14. 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 there remaining balance due.


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Additional terms and conditions

1. Signing Bid:

a. Individual signing the Bid 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. A 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.

b. 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.

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

d. A person signing the Bid form or any documents forming part of the Bid 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.


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

2. Antecedents and character of all drivers and co-drivers will be verified by Police. Police Verification will be handed over to the consignee seven days before the commencement of contract. In case the driver or / and co-driver are changed for any reason, the Police Verification of the new incumbent(s) will be deposited with consignee within 24 hours of commencement of duty.


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3. There should be nothing outstanding against the vehicles / persons employed by the Seller for this Contract in records of law enforcement agency.
4. All Vehicles tendered will be registered / approved by the concerned RTO / RTA as commercial transport and all taxes paid on due date.
5. A valid route permit is held for each and every vehicle provided to the Government under this agreement.
6. Maximum permissible weight to be loaded in a particular type of vehicle will be as per its RC/ instructions issued by respective RTO/ RTA.
7. Any dispute as to the capacity of vehicles shall be determined by the buyer / consignee or an Officer acting on his / her behalf whose decision shall be final.
8. Seller shall take all necessary precautions for proper loading and conveyance of consignment fully protected from loss or damaged due to water or fire or dust or shock or exposure to sun / dampness / moisture etc. If there is any dispute as to what is necessary under this head, the same will be decided by the buyer / consignee or an Officer acting on his / her behalf, whose decision will be final.
9. Vehicles will neither be detained after loading nor will be diverted by the bidder / their accredited agents to any other duty other than authorized by the consignee and will proceed directly to their destinations.
10. Bidder will be responsible for safe carriage of consignment / personnel and will not divulge to any one destination and other information connected with postal articles.
11. Seller will not be permitted to carry any unauthorized person / luggage and stores in the vehicle once hired.
12. In case the vehicle once hired by the consignee is found carrying double load ie the vehicle loaded from one depot / location is found carrying additional load of another vehicle hired by the consignee or any other agency, carriage charges of both the vehicles will not be paid.
13. No transshipment of the consignment by the driver / bidder will be permitted without prior permission of the consignee. In the event of breakdown of the vehicle en-route transshipment of postal consignment may be affected at Sellers risk / cost and immediate information of the same will be given to the consignee or his/ her representatives on telephone. Any damage to goods during such transshipment will be made good by the bidder without any representation, as asked for by the Consignee.


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14. Vehicles will be fumigated / disinfected against infectious diseases, if any as desired by postal department authorities. All expenses in this connection will be borne by the Seller.
15. Bidder acknowledge that bidder has acquainted themselves with all the conditions and circumstances under which the provisioning of vehicles required under the contract will have to be made or furnished and with all the terms, clauses, conditions , specifications and other provisions of the contract and bidder(s) shall not plead ignorance of any of these as excuse in case of complaint against or of rejection of vehicles provided by bidder or with a view either to ask for enhancement of any rates agreed to in the contract or to evade bidder's obligation under the contract.
16. Seller agrees and will be responsible, for any untoward happening like accident / death of drivers during duties and Seller will not claim any compensation from the Government.
17. The Seller shall indemnify the Government against any claim action or demands relating to any accident or damage that may occur to any vehicle (s) and driver(s) employed by the Seller under this Contract or to any person involved in such accident.
18. In case of any accident, the Seller or his / her representative will inform the nearest Police Station and Consignee / Consignor.
19. The bidder and driver should have sound knowledge about operating the vehicle.
20. **Eventhough the requirement as per Scope of Work is 5 tonne capacity vehicle with space for 25 Cubic meter volume for the Salem-Villupuram & vice-versa RTN, the bidders has to quote the rate for 9 tonne capacity vehicle with space for 32 Cubic meter volume in the commercial bid.**


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பாக் மோட்டர் சேவ்
பெண்-600 006
Senior Manager
Mail Motor Serv
Chennai-600 00

**Quantifiable Specification / Standards of the service
(TECHNICAL BID)**

**BID FORM FOR HIRING OF COMMERCIAL VEHICLES WITH DRIVERS FOR
CONVEYANCE OF PARCELS / MAILS BAGS IN SALEM-VILLUPURAM-SALEM ROUTE**

To be Uploaded in the following format on GeM Portal. i.e. (<https://gem.gov.in>).

To

The President of India
Through -
Senior Manager,
Mail Motor Service,
Chennai-600006

WITH reference to the Bid published in GeM Portal (<https://gem.gov.in>) dated _____, I hereby offer subject to the conditions hereinafter appearing, the following Technical Bid for conveyance of postal parcel bags/articles by Commercial Vehicles of the specifications for a term of two year.

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

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

ii. Scanned copies of EMD (BID SECURITY) are uploaded with Bid documents. **Original receipts to be sent in a sealed envelope to (SeniorManager,Mail Motor Service, Chennai-600006) by Speed Post/Registered post/ by Hand so that the cover should reach on or before date & time of opening of Bid.**

3.

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

Details of vehicle- 1 (Bidder must provide without fail)		
(i)	Make of vehicle/ Manufacturer	
(ii)	Model/Type of vehicle	
(iii)	Carrying capacity of vehicle (Kgs)	
(iv)	Volume of load carrying compartment (meters cube)	
(v)	Owned / hired / To be newly purchased (In case, to be newly purchased, an Affidavit is submitted as per Proforma for Affidavit to be submitted by the bidders Annexure X	



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Details of vehicle- 2 (Bidder must provide without fail)		
(i)	Make of vehicle/ Manufacturer	
(ii)	Model/Type of vehicle	
(iii)	Carrying capacity of vehicle (Kgs)	
(iv)	Volume of load carrying compartment (meters cube)	
(v)	Owned / hired / To be newly purchased (In case, to be newly purchased, an Affidavit is submitted as per Proforma for Affidavit to be submitted by the bidders Annexure X.	

4. I/We 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/We agree to provide vehicle(s) in good working condition.

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

7. I/We undertake the liability and responsibility for the safe custody and delivery of mails/parcels, etc, entrusted to me for conveyance between one office and another and to pay for the loss, suffered by Department of Posts on account of loss / damage of any bag/article in course of their carriage .

8. I/We shall not claim any special facilities, such as, free accommodation or garage or telephone connection etc, other than those provided for in the agreement.

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

10. I/we submit Rs. () as bid security (EMD) through (mode of deposit). The said sum shall be forfeited by Government, if I/we withdraw my Bid or in the event of its acceptance fail to execute the agreement and make the deposit (Performance Security) as mentioned in Clause 6 of Service Level Agreement-. I/we will not claim any interest on this sum while it is in custody of the Department of Posts. I/we understand that the aforesaid sum shall be returned within 30 days, if my/our Bid is not accepted. I/we further agree that in case the Bid is accepted and I/we fail to start the service on the appointed date, then my/our bid security shall be forfeited and the Bid and contract shall be treated as void and I/we will have no claim of any sort upon Department of Posts.

11. I/We agree to have this agreement registered and bear all the expenses in connection therewith on Non Judicial Stamp Paper of Rs. 100/- Within 7 days from date of issue of communication regarding acceptance of Bid by Department of Posts and deposit the Performance security deposit equal to 5% of total value of the contract within 14 working days from the date of this Bid being accepted by Department of Posts.

12. I/We agree not to make any attempt of negotiation direct or indirect with the authority to whom I/We have submitted the Bid or the authority which is competent finally to accept it. Further, I/we agree not to make any endeavor to secure any interest for an

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actual prospective Bid or to influence by any means the acceptance of a particular Bid. I/We agree that if I make any such attempt it will render my Bid liable to be not considered.

13. I/We declare that **documents uploaded along with technical bid are genuine**. I/We 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.

14. I/We have read and understood all terms and conditions of the Bid and I/We agree with the same.

Place:


Date: .../.../2025

(Signature)

Name of bidder _____

Address of bidder _____

Seal of Bidder


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**List of documents to be uploaded by the bidder and duly filled in and signed copy
of Quantifiable Specification**

Name of the Bank:

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

S.No.	Compliance Criteria	Bidder Response
1	Financial Turnover FY 2021-22(Rs. Crores)	
2	Financial Turnover FY 2022-23(Rs. Crores)	
3	Financial Turnover FY 2023-24(Rs. Crores)	
4	Past experience of providing vehicle(s) on hire for transportation of goods/parcels/mails to Central/State Government/ PSUs/ Nationalized Banks/ Reputed Organizations/ prominent E-commerce/3rd Party Logistics (3PL) entity for at least three years (ending month of March prior to the bid opening) backwards from the date of issue of this BID). (Yes/No)	
5	Executed a contract as per requirement mentioned GeM (Yes /No) 1. Three similar completed services costing not less than the amount equal to 40% of the estimated cost 2. Two similar completed services costing not less than the amount equal to 50% of the estimated cost 3. One similar completed service costing not less than the amount equal to 80% of the estimated cost	
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 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 and 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 and 2023-24	
5	Scanned and signed copies of Contract & completion certificate containing the name of the client, name of the supplier, value of contract and duration of contract (including start and end date).	


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6	Self-declaration that bidder has not been blacklisted or otherwise debarred during the last five years by the Department of Posts, or any other Public Sector Undertaking or any Government (Centre or State), for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions.	
7	Details of Registration under ESI Certification and EPFO certification	
8	Duly filled and signed copy of Pre Integrity Pact	
9	Attested copy of certificate of incorporation/Registration Certificate of firm (Certificate of Incorporation for company registered under Companies Act 1956/2013 or LLP agreement for a LLP registered under LLP Act 2008 or Registration certificate of a partnership firm duly registered with Competent authority)	
10	A copy of the board resolution/authority duly signed by all Directors of the company authorizing Individual signing the contract. OR A copy of the partnership agreement, or copy of power of attorney duly attested by a Notary	
11	Scanned copy of payment in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank , Bank Guarantee (including e-Bank Guarantee) from a Commercial bank, Online payment in an acceptable form towards EMD amount	
12	Valid exemption certificate (MSEs under Udyam or Start up NSIC) applicable for this field of business for availing Earnest Money Deposit (EMD)/ Bid security exemption	
13	Duly filled in signed copy of Quantifiable specification	
14	Model Certificate for sharing Land Border with India (Any other document as per specific requirement of the buyer Part II)	
15	Undertaking with respect to clause 18 of Pre qualification criteria & Service Level Agreement	
16	Escalation Matrix	
17	Financial Standing	

Place:

Date: .../.../2025

(Signature)

Name of bidder _____

Address of bidder _____

Seal of Bidder _____



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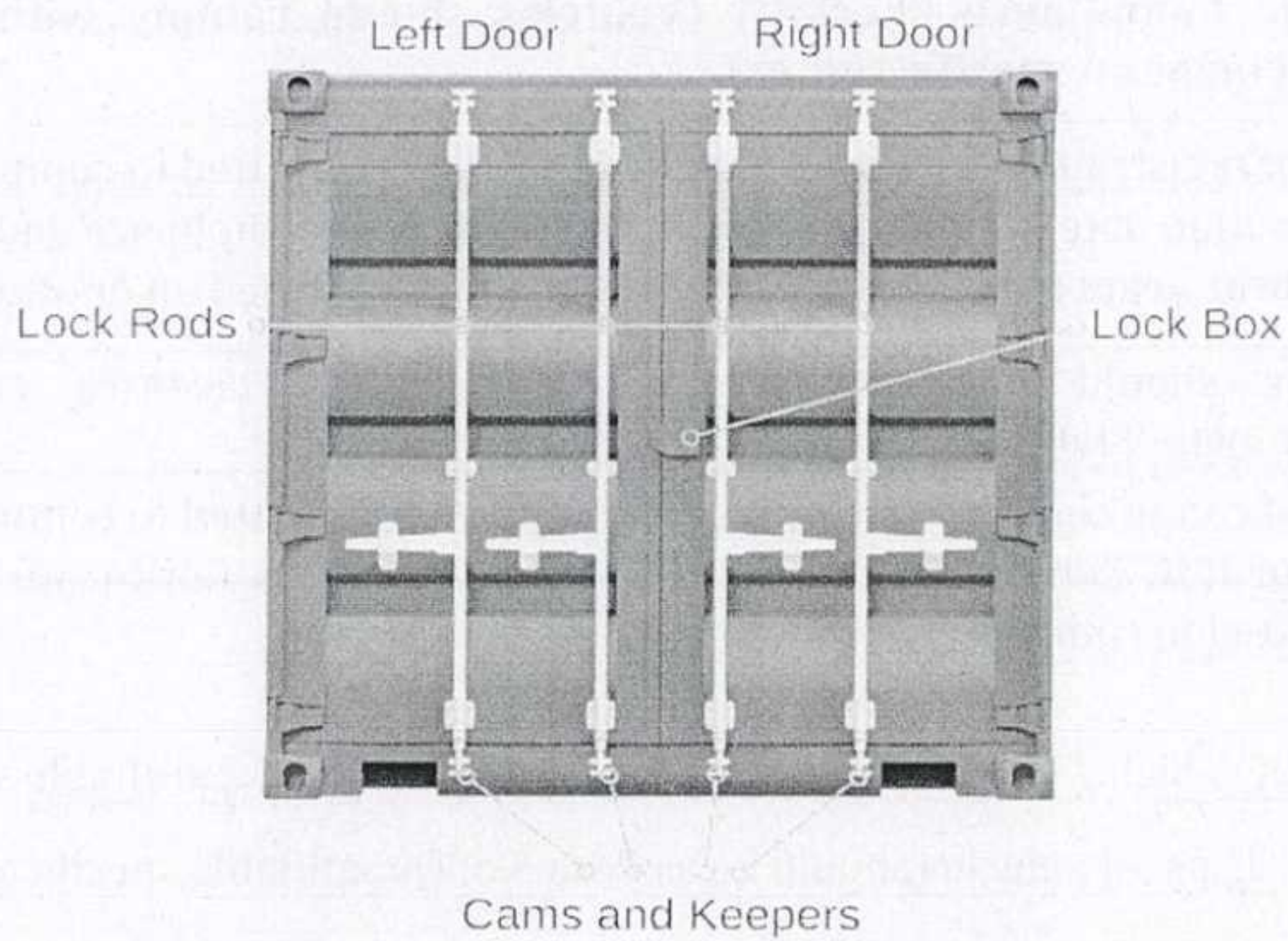
Mail Motor Service

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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 be BS-VI compliance and not more than three years old i.e. the vehicle should have registered on or after 04/06/2022)
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 Para 3 of Quantifiable specification)
7	Model/Type of vehicle (should be as Para 3 of Quantifiable specification)
8	Carrying capacity of vehicle in Kgs (should be as Para 3 of Quantifiable specification)
9	Volume of load carrying compartment in meters cube (should be as per Para 3 of Quantifiable specification)
10	Vehicle shall be installed with GPS in proper working condition
11	Cargo nets should be used for separation of bags inside the vehicle
12	Vehicle body shall be covered with watertight metal sheet
13	Vehicle should be painted as per requirements of the Department of Posts
14	Vehicle doors should have proper and working locking system
15	Vehicle shall comply with all environment regulations as applicable
16	Dedicated driver requirements - Vendor should provide particulars of driver including Name, Mobile number, Photograph and Copy of driver license


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17	<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="549 468 1564 1209">  </div> <p>There should be a hidden locking system underneath the door of rear compartment with access from below</p>
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Any other documents as per specific requirement of the Buyer 1

(COMMERCIAL BID/PRICEBID)
(To be uploaded format on GeM portal)

**BID FORM FOR HIRING OF COMMERCIAL VEHICLES WITH DRIVERS FOR
CONVEYANCE OF PARCELS / MAILS BAGS IN SALEM-VILLUPURAM-SALEM ROUTE**

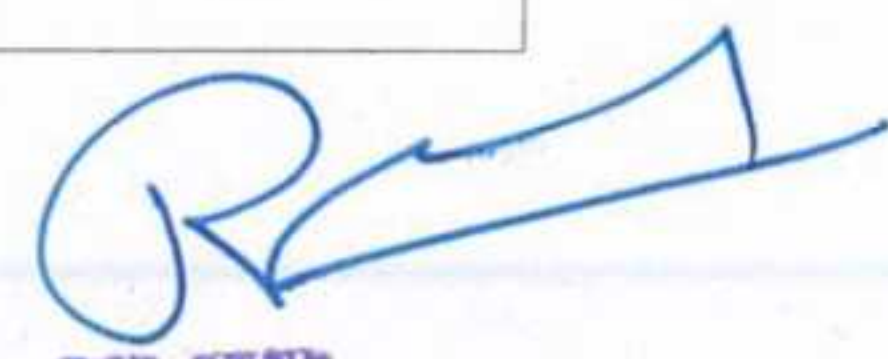
To

The President of India
Through -
Senior Manager,
Mail Motor Service,
Chennai-600006.

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

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

S.No.	Name of route (Origin to Destination & vice versa)	Approximate distance for one way (in kms)	Capacity of per vehicle	Total rate in INR per trip from origin to destination and vice versa in figure and words based on the date of issue of this BID and all tolls & taxes, GST, cost of maintenance, drivers and personnel	Total GPS cost per trip from origin to destination and vice versa in figure and words (included in column 5)	Fixed timeline from origin to destination



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(a)	PH SALEM- PH VILLUPUR AM" and "PH VILLUPUR AM - PH SALEM" with intermedi ate points PH TIRUCHIR APALLI, PH THANJAV UR,PH MAYILAD UTHURAI, PH VRIDHAC HALAM	850 (422+428)	9 tonne			20 hours (to & fro)
(1)						
(2)	Total amount of bid = Total Rate (in INR) per trip x No. of days					

4. I /We understand the following:

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



Name & Signature of the Authorized Signatory

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Payment Terms.

- A. The bidder shall raise bill/invoice on or before the 15th day of the succeeding calendar month through GeM portal in respect of such services showing the details of calculation with full particulars and documents in support thereof to competent authority in Postal Circles associated with origin city of respective routes. The bills may be submitted offline to the Department of Posts whenever the bidder is unable generate invoice through GeM portal. The monthly remuneration is payable to the bidder(s) within 30 days of the presentation of the bill as aforesaid.
- B. No payment shall be made in advance nor shall any loan from any bank or financial institution be recommended on the basis of the order of award of work.
- C. All payments shall be made by the Department of Posts by cheque/NEFT/RTGS only.
- D. The Department of Posts shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties as per Penalty clause.
- E. The term "payment" mentioned in this para includes all types of payment due to the firm arising on account of this contract excluding Bid Security and Performance Security governed by the separate clauses of the contract
- F. TDS and other taxes will be recovered from all the bills before making payments as per the rates and instructions prevailing at the time of payment.
- G. The amount which may be paid to or claimed against the successful bidder due to HSD (High Speed Diesel) fuel price increase/decrease shall be calculated as per methodology given below.
- H. Provided always that, during the continuation of this contract, if the average HSD fuel price (including local Government taxes) prevailing on 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 HSD fuel price (including the local Government taxes) prevailing on the date of issue of the Notice Inviting Tender (BID) (here-in-after referred to as the basic price), then amount which may be paid to or claimed against the successful bidder shall be 0.3% of bid price per route for every 1% increase or decrease in basic HSD fuel price. The amount which may be paid to or claimed against the successful bidder shall be calculated for all trips undertaken in a given month. The calculation shall be undertaken as per the following formula.

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

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

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

* Average HSD price = $\frac{\text{Sum of HSD fuel price on 15th of the month in origin and destination cities}}{\text{Number of routes}}$

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

Origin - Destination Pair	Price in origin city as on ____/____/____	Price in Destination city as on ____/____/____	Simple average
PH Salem - PH Villupuram			

Example:

Assumptions

- Issue date of BID - 01/05/2024
- Date of start of operations - 01/07/2024
- Average base price of HSD on 01/05/2024 in origin and destination city - Rs. 70/-
- Average price of HSD on 15/07/2024 in origin and destination city - Rs. 77/-
- Based on above assumption the compensation for the month of July 2024 would be 3% of bid price for each trip performed in the month of July 2024

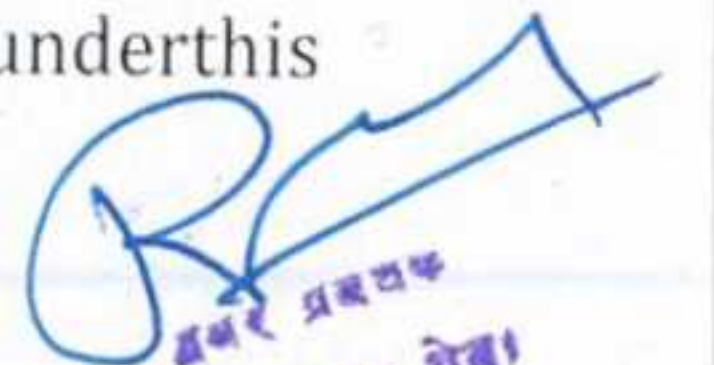
I. The amount which may be paid to or claimed against the bidder on this account shall be claimed within 90 days by the Government or the bidder as the case may be.

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

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

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

1. 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


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approved by the competent authority as mentioned in Para 15 of prequalification criteria for use under this agreement. All such vehicles approved by competent authority shall only be used by the successful bidder for the conveyance of the said parcel bags and for the performance of this agreement.

2. The successful bidder during the period of the contract will punctually observe the timings mentioned in the schedule of trips for the departure and arrival from and to the various offices and Parcel/mail bag exchange points and will follow the routes respectively prescribed in such schedule for particular trips between various offices and exchange points mentioned in that schedule.
3. Postal staff at the loading point will ensure that the vehicle is not overloaded beyond its prescribed carrying capacity. However, the driver will also have to confirm that vehicle is not overloaded before departure and point out any discrepancy before the start of the journey.

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COMPENSATION CRITERIA IN CASE OF LOSS AND 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/-


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Penalties

1. Penalties

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

S. No	Penalty Condition	Penalty amount
1	Non provision of vehicle/vehicles for any trip	1. The Department of Posts would have a right to hire a vehicle from the market/pool of technically qualified bidders and expenditure incurred will be borne by the contracted Bidder. The amount will be deducted from the monthly bill raised by the bidder.
		2. No payment shall be made to bidder for failed trip
		3. A fixed amount of Rs. 10,000/- for each incidence of non-attendance at any origin/exchange/destination point during a trip will be deducted from the monthly bill raised by the bidder.
2	Non-provision of India Post branded vehicle for any trip. (Not applicable in case of short term and emergency requirement as described in para 1 A of STC) India Post branded vehicle for application of penalty clause means vehicle painted as per Department of Posts requirement	1. Non provision of vehicle shall be considered a default in context of para 4 of this Annexure.
		2. Exemption may be given by competent authority in exceptional circumstances.



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3a	Penalty in case of non-adherence to fixed timeline as per para A of Scope of Work	
	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 to fixed timelines mentioned in para A of Scope of Work shall be permitted for 10% of monthly trip before application of clause 3a above. Relaxation beyond 30 minutes may be given for such 10% in monthly trips in extraordinary circumstances with approval of competent authority. Further, such breach would not be considered as default in context of Para 4 of this Annexure	

2. Provided always that the bidder shall not be liable to pay any such amount under this clause for any such default, delay or failure as hereinbefore described if and so far as the same shall have been caused by or be due to closing of road by the District Board, Public Works Department, or the Police to motor vehicles carrying mails, mob violence or other irresistible force or an act of God. But the fact that part of the road may become impassable for vehicular traffic shall not relieve the successful bidder of his liabilities under the contract and in such case, notwithstanding anything hereinbefore contained, he shall without extra cost to the Government, arrange to convey the parcel and mail bags to prescribed destination as per schedule.
3. Provided further that the liabilities of the bidder to pay the amounts hereinbefore mentioned are without prejudice to the Department of Posts' other right to be reimbursed any expenses to which the Department is put to as a consequence of such default and other rights in respect thereof.
4. Provided also that if the bidder makes more than six defaults in one month repeated for more than three months in a year or fails to maintain an efficient motor vehicle service or to perform and observe any of the stipulations, agreements and conditions herein contained (as to which, the decision of the competent authority will be final) or if the bidder becomes insolvent or if a company being dissolved except as provided in Para 6 of Special terms and conditions either voluntarily or compulsorily, the authority who has signed this agreement may, by a written notice, forthwith


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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.

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

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Any other documents as per specific requirement of Buyer -2

India Post
Dak Sewa-Jan Sewa

MODEL CERTIFICATE FOR BIDS

"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]

[Signature]

[Seal of the bidder]

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SELF-CERTIFICATION FOR BID

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]

சென்னை பிரதமர்

தாது மோட்டர் சேவா

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Chennai-600 006



Annexure X

PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE BIDDERS

UNDERTAKING

(Only Applicable to these Bidders who have offered new vehicles of the tendered quantity of vehicle)


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

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

Whereas _____ has invited Bid for hiring of the commercial vehicle,
I/We am/are submitting our bid in respect of Bid Notice No
dated Bid GeM ID-----I/We acknowledge that I/ We have
fully understood and are aware of the terms & conditions of the Bid notice and do hereby
unequivocally and unconditionally undertake and declare that:

I/We shall comply with terms & conditions of bid to deploy the
offered BS-VI compliance vehicles along with all essential certificates/documents of the
offered vehicle within 30 days from the date of agreement.

In case I/we become L1 bidder. In the event, I/We fail to deploy/provide the offered
vehicle(s) within the time specified above, we undertake to compensate the loss &
damage, if any, to Department of Posts shall be at liberty to take appropriate action as per
bid and rules.


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I / We, Partner / Legal Attorney / Accredited Representative of M/s

Acknowledge that

I/We,Partner/LegalAttorney/AccreditedRepresentativeofM/s.....

..... acknowledge that.

I/We.....shall produce newly purchased BS VI compliance vehicles having _____Kgs load carrying capacity with space for atleast____cubicmeter volume in load carrying compartment within 30 days from the date of signing of agreement.

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



Signature of the Bidder
Senior Manager
Mail Motor Services
Chennai-600 016

Signature & Seal of Notary

Self Declaration of Financial Standing

(to be given in letter pad)

This is to certify that, I / We do hereby solemnly affirm and confirm that my / our firm is not under liquidation, bankrupt or court receivership and I have a very sound status with our bank as well as with other organizations.

Date :

Place :

Signed by the Bidder

(to be signed by the Bidder)



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Declaration of Non Blocking

(to be given in letter pad)


This is certify that I / We do hereby solemnly affirm and confirm that there is no criminal case against me or my firm. Neither me nor my firm is not blacklisted debarred durin 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.

Date :

Place :

Signed by the Bidder

(to be signed by the Bidder)



अवर प्रबन्धक

डाक मोटर सेवा।

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Senior Manager,

Mail Motor Service,

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