


Government eProcurement System		eProcurement System Government of India	
		Tender Details	
		Date : 15-Jul-2020 11:10 AM	
		 Print	
Basic Details			
Organisation Chain	Department of Posts Kerala Circle,Dept. of Posts		
Tender Reference Number	D4/RTN(TVM-MGLR)/2020		
Tender ID	2020_DOP_571363_1		
Tender Type	Open Tender	Form of contract	Supply
Tender Category	Services	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No
Payment Instruments		Cover Details, No. Of Covers - 2	
Offline	S.No	Instrument Type	
	1	Bankers Cheque	
Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Pre qualification Details
2	Finance	.xls	Price bid
Tender Fee Details, [Total Fee in ₹ * - 0.00]		EMD Fee Details	
Tender Fee in ₹	0.00	EMD Amount in ₹	4,97,000
Fee Payable To	Nil	EMD through BG/ST or EMD Exemption Allowed	Yes
Fee Payable At	Nil	EMD Fee Type	fixed
Tender Fee Exemption Allowed	No	EMD Percentage	NA
		EMD Payable To	SSRM RMS TV Division
		EMD Payable At	Any Post Office
Work /Item(s)			
Title	Hiring of one vehicle		
Work Description	Hiring of one commercial vehicle for RTN from Trivandrum- Mangalore and vice versa		
Pre Qualification Details	Please refer Tender documents.		
Independent External Monitor/Remarks	NA		
Show Tender Value in Public Domain	No		
Tender Value in ₹	1,99,00,000	Product Category	Hiring of Vehicles
Contract Type	Rate Contract	Sub category	NA
Location	Trivandrum	Bid Validity(Days)	180
Pre Bid Meeting Address	NA	Period Of Work(Days)	15
		Pincode	695036
		Pre Bid Meeting Date	NA
		Pre Bid Meeting Place	NA
		Bid Opening Place	O/o SSRM RMS TV Division

Should Allow NDA Tender	No	Allow Preferential Bidder	No
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Critical Dates

Publish Date	15-Jul-2020 05:00 PM	Bid Opening Date	19-Aug-2020 10:30 AM
Document Download / Sale Start Date	16-Jul-2020 09:00 AM	Document Download / Sale End Date	17-Aug-2020 05:00 PM
Clarification Start Date	16-Jul-2020 09:30 AM	Clarification End Date	17-Aug-2020 04:30 PM
Bid Submission Start Date	16-Jul-2020 09:30 AM	Bid Submission End Date	17-Aug-2020 05:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	Notice Inviting Tender	489.92

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	BOQ	BOQ_599760.xls	Price bid	393.50

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	ssrmtv.keralapost@gmail.com	Devis K K	Kolenchery Kurian Devis
2.	janakiraman.po@gmail.com	Janakiraman N	JANAKI RAMAN N
3.	dhanyajayakumar79@gmail.com	Dhanya J Prakash	DHANYA J PRAKASH

GeMARPTS Details

Reason for non availability of GeMARPTS ID	Urgent nature of Procurement	Remarks	Urgent nature of procurement
	Urgent nature of Procurement		Urgent nature of procurement

Tender Inviting Authority

Name	SSRM RMS TV Division
Address	O/o SSRM RMS TV Division Thiruvananthapuram

Tender Creator Details

Created By	Devis K K
Designation	Senior Superintendent RMS
Created Date	15-Jul-2020 10:30 AM

ई-निविदा आमंत्रण सूचना
NOTICE INVITING E-TENDER

भारत के राष्ट्रपति की ओर से श्री के.के. डेविस, वरिष्ठ अधीक्षक रेल डाक सेवा, रेल डाक सेवा 'टीवी' मंडल दो साल की अवधि, जो संतोषजनक सेवा के अधीन समान निबंधन और शर्तों के अधीन अगले एक वर्ष तक विस्तार योग्य है के लिए जीपीएस (ग्लोबल पोजिशनिंग सिस्टम) लगाए गए वाणिज्यिक वाहन भाड़े पर लेकर संविदा आधार पर तिरुवनंतपुरम-मैंगलूर और वापस मार्ग में पार्सल / डाक के संवहन के लिए प्रतिष्ठित कंपनियों / ट्रांसपोर्टों / बोलीदाताओं से दो निविदा प्रणाली (तकनीकी बोली और वाणिज्यिक बोली) के तहत ऑनलाइन निविदाएं आमंत्रित की जाती हैं। ऑनलाइन निविदा प्रस्तुत करने की प्रणाली, वाणिज्यिक वाहनों को भाड़े पर लेना के लिए बयाना / प्रतिपूर्ति जमा और सामान्य शर्तों का उल्लेख अनुबंध-I में किया गया है।

Online tenders are invited on behalf of the President of India under two bid system (Technical Bid and Commercial Bid) for conveyance of parcels / mail over the route (Thiruvananthapuram-Mangalore and vice versa) on contract basis by **hiring of commercial vehicles fitted with GPS (Global Positioning System)** from reputed firms / transporters / bidders by **Shri K.K. Devis, SSRM, RMS 'TV' Division, Thiruvananthapuram – 695 036** for a period of **two** 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. मापदंड और कार्य विनिर्देशों और निविदा के अन्य निबंधन और शर्तों का उल्लेख अनुबंध- II में किया गया है। निविदा प्रस्तुत करने के प्रपत्र इस निविदा आमंत्रण सूचना के अनुबंध- III (तकनीकी बोली) और अनुलग्नक-IV (वाणिज्यिक बोली) में हैं। संविदा पूर्व की सत्यनिष्ठा संधि अनुबंध-V पर है, बैंक गारंटी प्रोफार्मा अनुलग्नक-VI पर है, तकनीकी अनुपालन पत्रक (तकनीकी बोली के साथ प्रस्तुत किया जाना है) अनुबंध- VII में है, अनंतिम वाहन आवश्यकता जाँचसूची अनुबंध-VIII में और नुकसान और क्षति के मामले में डाक विभाग द्वारा पालन किए जानेवाले प्रतिपूर्ति मानदंड अनुबंध- IX में है।

Parameters and work specifications and other terms and conditions of the tender have been mentioned in **Annexure-II**. The proforma for submission of tender is at **Annexure-III** (Technical Bid) and **Annexure-IV** (Commercial Bid) to this Notice Inviting Tender. Pre-contract Integrity Pact is at **Annexure-V**, Bank Guarantee Proforma is at **Annexure-VI**, Technical Compliance Sheet (To be submitted along with Technical bid) is at **Annexure-VII**, Tentative Vehicle Requirement Checklists at **Annexure-VIII** and Compensation criteria followed by Department of Posts in case of Loss & Damage is at **Annexure-IX**.

3. निविदा की अनुसूची निम्नानुसार है:

Schedule of Tender is as under:

निविदा सं. Tender No.	
निविदा प्रारूप की बिक्री Sale of Tender Form	Download from the websites https://www.keralapost.in and http://eprocure.gov.in
अनुमानित लागत Estimated cost	Rs.1.99 Crores
बयाना जमा की राशि Amount of Earnest Money Deposit (EMD)	Rs.4.97 Lakhs
बोली पूर्व बैठक की तारीख और समय Date and Time of Pre-Bid Meeting	Nil
निविदा प्राप्त होने की अंतिम तारीख और समय Last date and time of receipt of Tender	17.08.2020 up to 15.00 Hrs.
तकनीकी बोलियाँ ऑनलाइन खोलने की तारीख और समय Date & Time of online opening Technical Bids	19.08.2020 at 10.00 Hrs.
वित्तीय बोलियाँ खोलने की तारीख और समय Date & Time for opening of Financial Bids	19.08.2020 at 01.30 Hrs.

ई निविदा खोलने का स्थान Venue of opening of the eTender:

वरिष्ठ अधीक्षक रेल डाक सेवा का कार्यालय, 'टीवी' मंडल, तिरुवनंतपुरम – 695 036
O/o SSRM, 'TV' Division, Thiruvananthapuram – 695 036

4. निविदा दस्तावेज वेबसाइट <https://www.keralapost.in> और <http://eprocure.gov.in> से डाउनलोड किए जा सकते हैं।

The tender documents may be downloaded from the websites <https://www.keralapost.in> and <http://eprocure.gov.in>.

5. इस निविदा दस्तावेज के अनुलग्नक- I में रु.4,97,000 / - (रुपये चार लाख नित्यानवे हजार रुपये) के बयाना जमा के ब्योरों का उल्लेख किया गया है।

Details of Earnest Money Deposit of **Rs.4,97,000/- (Rupees Four lakhs and Ninety seven thousand only)** is mentioned in Annexure-I of this tender document.

6. पीडीएफ प्रारूप में निविदा के निबंधन व शर्तें और एक्सएलएस प्रारूप में वाणिज्यिक बोली संलग्न हैं। पूर्ण निविदा दस्तावेज केंद्रीय सार्वजनिक खरीद पोर्टल (<http://eprocure.gov.in>) और डाक विभाग के वेबसाइट (<https://www.keralapost.in>) से डाउनलोड किए जा सकते हैं। इस निविदा से संबंधित किसी भी मुद्दे पर सूचना या शुद्धि-पत्र, यदि कोई हो तो, ई-प्रोक्योरमेंट प्लेटफॉर्म में उपलब्ध होगी।

The terms and conditions of the tender in pdf format and the Commercial bid in XLS format 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 (<https://www.keralapost.in>). Information on any issue of corrigendum related to this tender if any will also be available in e-procurement platform.

7. बोलीदाताओं को केवल सेंट्रल पब्लिक प्रोक्योरमेंट पोर्टल (<http://eprocure.gov.in>) पर अपनी

निविदाएं ऑनलाइन प्रस्तुत करने की आवश्यकता है। ई-प्रोक्योरमेंट प्लेटफॉर्म में प्रकाशित निविदाओं के लिए ऑफलाइन बोलियों पर विचार नहीं किया जाएगा।

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.

के.के. डेविस K.K. Devis
वरिष्ठ अधीक्षक Sr. Superintendent
रेल डाक सेवा 'टीवी' मंडल RMS 'TV' Division
तिरुवनंतपुरम Thiruvananthapuram – 695 036

**GENERAL TERMS AND CONDITIONS OF THE
CONTRACT FOR CONVEYANCE OF PARCELS
BY HIRING OF COMMERCIALDIESEL VEHICLES.**

Sub: Notice Inviting e-tender for Hiring of commercial vehicles with GPS (Global Positioning System) facility for conveyance of parcels from Thiruvananthapuram-Mangalore and vice versa

8. 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.

9. Eligibility:

- a. The bidder should have been 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 for **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.2.98 Crore (Rupees Two Crore and Ninety eight lakhs only)** Bidder should submit authenticated copies of Income Tax Returns, Audited Balance Sheet and Profit & Loss Account for last three financial years (2016-17, 2017-18 and 2018-19) along with Technical Bid.
- c. **The bidder should have successfully executed a single contract of at least Rs. 50 lakhs 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.

10. 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.

11. Earnest Money Deposit (Bid Security):

- a. Earnest Money Deposit of Rs.4,97,000/- (Rupees Four lakhs and Ninety Seven thousand only) must be deposited in form of Demand Draft (D.D.) in favour of The Senior Superintendent, 'RMS TV Division', Thiruvananthapuram 695036 by the bidder and copy of original D.D. should be uploaded electronically along with their (Technical Bid) tenders. The original D.D. shall be sent in a sealed envelope to The Senior Superintendent, 'RMS TV Division', Thiruvananthapuram 695036 by Speed Post/Registered Post or in person 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.
- 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. 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.

12. 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/XLS 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:

Last date and time of uploading of Tender will be **17.08.2020 up to 15.00 Hrs.**

- 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 EMD as applicable and should enter the details of the instrument.
- iii. The original receipts for EMD (bid security) shall reach undersigned before last date and time of bid opening through Speed Post/ Registered Post/in person. The details of 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 white 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.

13. 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 closed 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.

14. 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 dully filled and signed copy of Technical compliance sheet (Annexure VII). Bid submitted without the PRE-CONTRACT INTEGRITY PACT shall not be considered.**
- 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.

15. Commercial Bid:

- a. The commercial bid should be submitted **in BOO 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 bidder shortlisted after evaluation of technical bids will be opened on a specified date and time to be intimated to respective bidder.
- c. A consolidated price (Including charges for providing GPS facility & 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 (2016-17, 2017-18 and 2018-19) would be considered as successful bidder.

16. 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 time period, 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 **SSRM, RMS 'TV' Division, Thiruvananthapuram – 695 036** on behalf of President of India.
 - ii. Bank Guarantee from any Scheduled Bank for the value specified herein in the given proforma.
 - 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.

17. 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.

18. 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.

19. 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 Earnest Money Deposit of Rs.4,97,000/- (Rupees Four lakhs and Ninety Seven thousand Only).
 - ii. Submission of documents mentioned in **Annexure-III**.
- b. The bidder shall invariably furnish the **DD for EMD to tender inviting authority before last date and time of opening of tender either personally or through Speed Post/Registered Post**. The Department will not take any responsibility for delay or non-receipt.
- c. The panel of technically qualified bidders as identified by Tender Evaluation Committee based on technical parameters shall serve two purposes. Firstly, commercial bid for this tender shall be opened only for bidders included in panel of technically qualified bidders. Secondly, commercial bid for additional routes as mentioned in para 1(f) of Annexure II, shall be only called from bidders included in panel of technically qualified bidders.
- d. The bidding parameter for evaluation of commercial bid would be the **RATE PER TRIP FROM ORIGIN TO DESTINATION AND VICE-VERSA FOR A SINGLE ROUTE**. The bidder quoting the least rates per trip from origin to destination and vice-versa would be identified as successful bidder for each route separately.

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

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

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

28. **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, Kerala 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 (revised from time to time) 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 Trivandrum** or such other place which the sole arbitrator may decide.

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ANNEXURE-II

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

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 (“Thiruvananthapuram-Mangalore and vice versa”), for transportation of parcel bags/postal mail bags/articles through commercial vehicles. In this context, Department of Posts intends to hire commercial vehicles fitted with **Global Positioning System (GPS)** having carrying capacity of **5.00 Tonne with space for atleast 25 cubic meter volume** 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 for one way	Parcel Bag collection point (Origin)	Parcel Bag delivery point (Destination)	Fixed timeline (from origin to destination)
1	Thiruvananthapuram-Mangalore and vice versa with three intermediate mail exchange points at Kochi, Calicut and Kannur	629 Kms	Parcel Hub, Thiruvananthapuram / Parcel Hub Mangalore	Parcel Hub Mangalore/ Parcel Hub, Thiruvananthapuram	22 hrs (running time)

- b. The vehicles will run between the route as mentioned at para 1(a) above for transportation of parcel bags/postal mail bags/articles on all days of a week including Sundays/gazetted holidays.
- c. The Department of Posts, giving a notice of two weeks, may add additional mail/bag exchange points within a single route as mentioned in para 1(a) above. The fixed time lines shall be revised and compensation shall be paid for extra distance covered (if any) to the bidder as per following criteria:
- For each additional mail/bag exchange points, fixed timeline will be increased by **1 hour for unloading & loading at exchange points**.
 - In case of diversion from specified route due to addition of mail/bag 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 vehicle covers an additional distance of 50 kilometers including 30 kilometers on highway and 20 kilometer in city on one side to reach mail/bag exchange points than additional time of 1 hour and 43 minutes will be added to fixed timeline. Similarly, additional time shall be calculated for reverse journey from mail/bag exchange points.

- iii. The additional distance covered shall be calculated using google maps. 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 kilometer run due to addition **of mail/bag exchange points** per route shall be calculated as per below mentioned formula:
$$\{\text{Contracted rates per rotation trip} / (2 \times \text{Distance for one way})\} \times \text{Extra Kilometer run per trip}$$
- d. No official will be provided by Department of Posts with vehicles conveying parcel 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/bag exchange 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. Department of Posts, based on its evolving and time sensitive requirements may operationalize additional routes for short term (not more than nine months) apart from the **Thiruvananthapuram-Mangalore and vice versa route** mentioned in para 1(a) above. In order to fulfill time sensitive needs Department of Posts shall invite commercial bid only from the panel of technically eligible bidders identified under technical bid evaluation process of this tender. The successful bidder shall have to enter into a similar agreement with Department of Posts as for this tender. The vehicles to be provided for such additional routes shall have carrying capacity of 5.00 Tonne and space for atleast 25 cubic meter volume. The commercial bid as and when called for hiring of vehicles along with GPS (Global Positioning System) facility should be quoted for origin office to destination office and vice versa basis. The Department of Posts, giving a notice of two weeks, may add additional **mail/bag exchange points** within a single route. The vehicles will run between the routes for transportation of parcel bags/postal mail bags/articles on all days of a week including Sundays/gazetted holidays. All other relevant clauses as mentioned in this annexure shall be applicable to bidder participating in commercial bid for such routes. However, basic price of fuel as mentioned in para 23 below shall be reckoned from the date of issue of notification for invitation for commercial bid.
- g. It shall be the responsibility of the successful bidder to have a 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. The department may require additional commercial vehicles of different capacity as given in following table for movement of parcel bags/postal mail bags/articles across routes mentioned in para 1.a. above for short term (as defined in para 27 below). The successful bidder would be compensated for provision of such commercial vehicles in proportion of approved tender rates as given in the following table:

Sl. No.	Commercial vehicle type	Compensation in proportion to approved tender rates from origin to destination and vice versa
1.	Closed body commercial vehicle with carrying capacity of 7.00 Tonne	30 per cent of approved tender rates from origin to destination and vice versa
2.	Closed body commercial vehicle with carrying capacity of 14 Tonne	100 per cent of approved tender rates from origin to destination and vice versa

2. Interested parties must be capable of providing of commercial motor vehicles **with GPS facility**. The vehicle should not be more than **three years old i.e. the vehicle should have registered on or after 01.12.2017**, and have a load carrying capacity of a minimum of 5000 (Five Thousand only) kilograms with space for atleast 25 cubic meter volume for the route mentioned in para 1(a) 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 15 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.500/-** 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.
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.

Sl. 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 Post branded vehicle for any trip (<i>Not applicable in case of short term and emergency requirement as described in para 27</i>)	1. Bidder has to provide India Post branded vehicle/vehicles on all occasions. Non provision of vehicle shall be considered as a

	<i>India Post branded vehicle for application of penalty clause means vehicle painted as per Department of Posts requirement</i>	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 respective Postal Circles 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 HSD (High Speed Diesel) fuel price increase/decrease shall be calculated as per methodology given below.

- a. PROVIDED ALWAYS that, during the subsistence 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 (NIT) (here-in-after referred to as the basic price), then amount which may be paid to or claimed against the successful bidder shall be 0.3% of bid price per route for every 1% increase or decrease in basic HSD fuel price. The amount which may be paid to or claimed against the successful bidder shall be calculated for all trips undertaken in a given month. The calculation shall be undertaken as per the following formula:-

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

P1 = Average HSD fuel price on 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 =** -----
2

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

Origin - Destination Pair	Price in origin city as on / /	Price in Destination city as on / /	Simple average
Thiruvananthapuram-Mangalore and vice versa			

Hypothetical Example : -
Assumptions

- Issue date of NIT – 01/09/2019
- Date of start of operations – 01/11/2019
- Average base price of HSD on 01/09/2019 in origin and destination city -Rs. 70/-
- Average price of HSD on 15/11/2019 in origin and destination city – Rs. 77/-

Based on above assumption the compensation for the month of November 2019 would be 3% of bid price for each trip performed in the month of November 2019.

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

के.के. डेविस K.K. Devis
वरिष्ठ अधीक्षक Sr. Superintendent
रेल डाक सेवा 'टीवी' मंडल RMS 'TV' Division
तिरुवनंतपुरम Thiruvananthapuram – 695 036

TENDER FORM FOR MAIL MOTOR CONTRACT

(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 –

**K.K. Devis
Sr. Superintendent
RMS 'TV' Division
Thiruvananthapuram – 695 036**

WITH reference to the e-Procurement tender published in e-Procurement web site/advertisement in <http://eprocure.gov.in> dated .../ /2020, I thereby offer subject to the conditions hereinafter appearing, the following Technical Bid for conveyance of postal parcel bags/articles (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 **amount Rs.4,97,000/- (Rupees Four lakhs and Ninety Seven Thousand only)**:
- c. Scanned copies of receipts for EMD (bid security) **shall be uploaded with tender documents. Original receipts to be sent in a sealed envelope to The SSRM, 'TV' Division, Thiruvananthapuram 695 036 by Speed Post/Registered Post / by Hand 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:-

Details of vehicle	
(i)	Make of vehicle/ Manufacturer
(ii)	Model/Type of vehicle
(iii)	Carrying capacity of vehicle (Kgs)
(iv)	Volume of load carrying compartment (meters cube)

- 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 three financial years i.e. for the year 2016-17, 2017-18 and 2018-19.
iv.	Scanned copies of receipts towards EMD amount

v.	The contract copy& completion certificate for a single contract of at least Rs. 50 Lakhs 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/3rd 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.

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.

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.4,97,000/- (Rupees Four lakhs and Ninety Seven Thousand only)** 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 the SSRM, 'TV' Division, Thiruvananthapuram – 695 036
- 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.500/- (Rs. Five 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.

Place:

Date: .../.../2020

(Signature)

Name of bidder _____
Address of bidder _____

Seal of Bidder

(COMMERCIAL BID/PRICEBID)
To be uploaded in BOQ format

To

The President of India

Through –

K.K. Devis
Sr. Superintendent
RMS 'TV' Division
Thiruvananthapuram – 695 036

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. Rate Chart per vehicle including charges for providing GPS facility & all taxes applicable like GST, etc. to be uploaded in BOQ format as provided with this eTender on Central Public Procurement Portal (<http://eprocure.gov.in>) :

S.No.	Name of route (Origin to Destination & vice versa)	Approximate distance for one way	Capacity of per vehicle	Rate (Rs.) per trip from origin to destination and vice-versa in figure and words including all types of taxes applicable based on the fuel prices on the date of issue of NIT.	Fixed timeline
(a)					

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

PRE CONTRACT INTEGRITY PACT

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the monthof 2020, between on one hand, the President of India acting through Shri K.K. Devis, Senior Superintendent, RMS 'TV' Division Thiruvananthapuram – 695 036, 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 official(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. 4,97,000/- (Rupees Four lakhs and Ninety Seven Thousand only)** as **Earnest Money Deposit**, with the SERVICE USER through Demand Draft.
- b. The **Performance Security Deposit** shall be valid up to a period of 36months 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 Harish Chandra, IRAS (Retd.), Ex Director (Finance), RVNL
 - 2. Shri Rakesh Kacker, Ex-Secretary to the Govt. of India, India Habitat Centre.
- 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
 - i.
 - j.
 - k.
 - l. 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 48

months 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

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Department

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 _____ 2020.

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 2016-17(Rs. Crores)	
2	Financial Turnover FY 2017-18(Rs. Crores)	
3	Financial Turnover FY 2018-19(Rs. Crores)	
4	Past experience 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	Executed a similar single contract of at least Rs. 50 Lakhs in past 3 years for government organization or PSU or a prominent E-commerce/3rd Party Logistics (3PL) entity(Yes/No)	
7	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 2017-18, 2018-19& 2019-20.	
4	Authenticated copies of audited balance sheets and Profit & Loss Account for the preceding three financial years i.e. for the year 2016-17, 2017-18 and 2018-19.	
5	Scanned and signed copies of Contract & completion certificate for a single contract of at least Rs.50 lakhs 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/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 DD towards EMD amount	
11	Duly filled in and signed copy of Annexure - III	
12	Valid NSIC certificate with validity upto the contract period(applicable for this field of business) for availing performance security exemption.	
13	Valid NSIC certificate with current validity (applicable for this field of business) for availing Earnest Money Deposit (Bid Security) exemption.	

Place:

Date: .../.../2020

(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 registered on or after 01.12.2017)
3	Vendor should have all required permits or Licenses issued by Central Government/State Govt./Local Govt.
4	Copy of comprehensive Insurance Policy shall be submitted to competent authority
5	Copy of PUC Certificate and Fitness/Road Worthiness Certificate of vehicle shall be submitted to competent authority
6	Make of vehicle/ Manufacturer (should be as per submission made in Annexure -III of technical bid)
7	Model/Type of vehicle (should be as per submission made in Annexure -III of technical bid)
8	Carrying capacity of vehicle in Kgs (should be as per submission made in Annexure -III of technical bid)
9	Volume of load carrying compartment in meters cube (should be as per submission made in Annexure -III of technical bid)
10	Vehicle shall be installed with GPS in proper working condition
11	Vehicle body shall be covered with watertight metal sheet
12	Vehicle should be painted as per requirements of the Department of Posts
13	Vehicle doors should have proper and working locking system
14	Vehicle shall comply with all environment regulations as applicable
15	Dedicated driver requirements - Vendor should provide particulars of driver including Name, Mobile number, Photograph and Copy of driver license
16	<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="477 1318 1195 1829" data-label="Image"> </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/-

RTN SCHEDULE : - Thiruvananthapuram - Mangalore and vice versa

(OUT TRIP)

Sl	Name of Hub	Arrival Time	Halt
1	Parcel Hub Thiruvananthapuram	23.00 Hrs	
2	Parcel Hub Kochi	05.00 Hrs	60 min
3	Parcel Hub Calicut	12.00 Hrs	60 min
4	Parcel Hub Kannur	15.00 Hrs	30 min
5	Parcel Hub Mangalore	21.00 Hrs	

(IN TRIP)

Sl	Name of Hub	Arrival Time	Halt
1	Parcel Hub Mangalore	23.00 Hrs	
2	Parcel Hub Kannur	04.30 Hrs	30 min
3	Parcel Hub Calicut	07.00 Hrs	60 min
4	Parcel Hub Kochi	14.00 Hrs	60 min
5	Parcel Hub Thiruvananthapuram	21.00 Hrs	