

42/c

Government of India, Department of Posts
Senior Superintendent of Post Offices, Gautam Buddha Nagar Division, Noida 201301
Email ID- gbnagar.up@indiapost.gov.in

F.NO. – G/PM/Vishwakarma Tender /2024-25 Dated 01.07.2025

NOTICE INVITING E-TENDER

Online tenders are invited on behalf of the President of India under two bid system (Technical Bid and Commercial Bid) for Conveyance of Business Parcels of India Post under G B Nagar Division for transmission of Parcels to various locations of Uttar Pradesh, Haryana, Himanchal Pradesh, Jammu & Kashmir, Uttarakhand Leh Ladakh States along with other location of PAN India on Per Kilometre Rate contract basis by hiring of commercial vehicle fitted with GPS (Global Positioning System) from reputed firms / transporters / bidders by Senior Superintendent of Post Offices, G B Nagar Division Noida-201301 of Department of Posts, India for a period of Six Months extendable for a further period of 02 Months each time upto Six Months or till transmission of excess mail whichever is earlier on same terms & conditions subject to satisfactory service.

2. Parameters and work specifications, Tentative Commercial Vehicle Requirement and other terms and conditions of the tender attached with draft.

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

Schedule of Tender		
S No.	Activity Description	Schedule
1	Tender No	01/08/2025
2	Start date of submission of bid online	
3	Time and last date of submitting bid online	
4	Time and Date of Opening of qualifying Bid	
5	Likely date for commencement of contract	

4. **Specification of Tender is as under:-**

a.

Name of Route	Approx Km. to be travelled	Vechile Details	Total Km	Total Estimated cost (in Rs.)	EMD amount @ 3% of Estimated cost of contract (In Rs.)	Proposed Period of Contract	Period of floating tender	Minimum Average Annual Turnover of bidder (For Years)
North India RTN route and especially for Uttar Pradesh, Haryana, Himanchal Pradesh, Uttarakhand & Jammu and Kashmir States on Per Kilometre Rate)	Min. 450 KMs Per round trip. Min. 45 trip per month	32 Ft Multi Axle	50000	49,00,000	1,47,000/-	1 Year and may be extended for two month each time upto Six month	10 days	74 Lakh

B
41/C

b. **Vehicle Route** – The vehicle will be required to run from four different Pointst to various locations of PAN India andespecially for Uttar Pradesh, Haryana, Himanchal Pradesh, Jamimu & Kashmir & Uttrakhand States as per trip ordered by the controlling authority as and when required for transmission of excess mail/parcel for a minimum of 450 (Four Hundred Fifty) kilometers per round trip and minimum of 45 Trips in a month.

It is understood with above conditions that vendor may require more than **Three vehicles** to accomplish the required trips & to meet criteria of minimum trips in a month.

Further, the rates in the contract must be bid for three months i.e.84 trips/ 50,000 KMs.

Venue of opening of the e-Tender: O/o the Senior Superintendent of Post Offices G B Nagar Division, Noida-201301.

5. Details of Earnest Money Deposit of **Rs. 1,47,000/- (Rupees One Lakh Forty SevenThousand Only)** of this tender document.
6. Micro and Small Enterprises (MSEs) firms with 'Udyam' registration, or "Start-Up" certificate from Department for Promotion of Industry and Internal Trade (DPIIT) or certificate of National Small Industries Corporation (NSIC) with current validity are exempt from payment of tender fee & EMD.
7. The e-Tender documents along with terms & conditions can be downloaded from the Government e-Market place Portal (<https://gem.gov.in>) Information on any issue of corrigendum/addendum related to this tender if any will also be available in GeM portal platform.
8. Bidders are required to submit their tenders **online only** on the Government e-Market place Portal (<https://gem.gov.in>) Offline bids will not be entertained for tenders published in Gem platform.

Senior Superintendent of Post Offices
Gautam Buddha Nagar Division.
Noida 201301

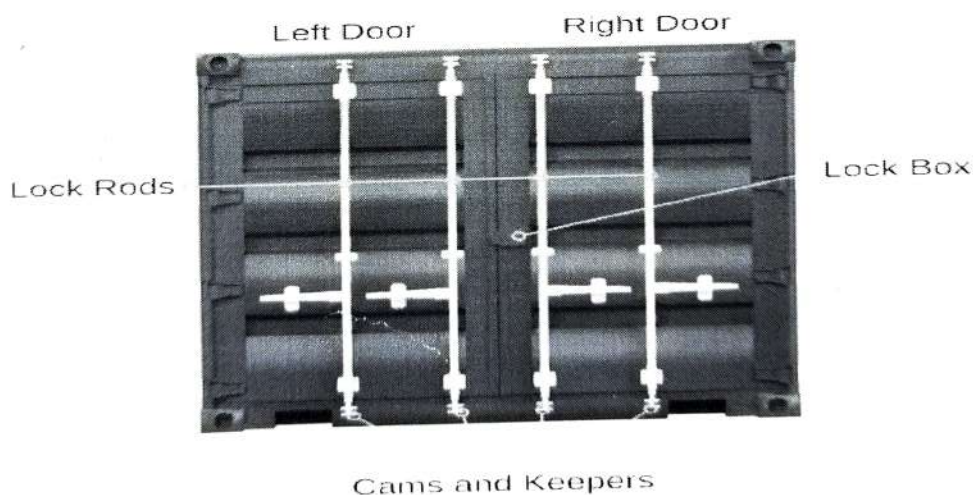
Scope of Work

1 Commercial Vehicle Requirement:-

- i) Vehicle shall be installed with GPS capable of Providing Real time data of running & stoppage of vehicle
- ii) The vehicle should not be more than **three years old i.e. the vehicle should have registered on or after Jun-2022**, and have a minimum load carrying capacity and space as mentioned in para,4(a) of Notice for NIT for the route mentioned the same notice for NIT with provision of seating arrangement for travelling of one postal official whenever required.
- iii) Vehicle body shall be covered with water tight metal sheet.
- iv) Whole vehicle should be painted & provided with hooks as per the scheme provided by the Department of Posts.
- v) Vehicle should be provided with cargo net / hook design as per the requirements of the Department of Posts.
- vi) **Vehicle door should have proper and working Twin locking system**

Twin locking system

- a. The doors should have total of four lock bars with two lock bars on each door as shown below. The lock rods should compose of MS steel with minimum diameter of 19mm.
- b. There should be a hidden locking system underneath the door of rear compartment with access from below.



- vii) The vehicles should meet all legal and statutory environmental / similar requirements.
- viii) The vehicle of prescribed specification and a permit from the District/Town authorities should be available for Inspection (within 10 days of awarding of work) to the competent authority for physical verification/ inspection in order to ensure vehicle is as per requirements.

39/c

8) The make, model and registration number of specified vehicle to be provided should be specified separately in following format. 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. In case of new vehicle to be provided declaration must be submitted during submission of NIT.

Details of vehicle	
Make, Model of vehicle/ Manufacturer	1.
Registration Number of vehicle of one (01) vehicle to be provided (Attach copy of Registration Certificate)	1.
Carrying capacity of vehicle to be provided (in Kgs)	1.
Volume of load carrying compartment to be provided (in meters cube area)	1.

2. **Documents required to be uploaded**

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.

3. **a. The route will be decided by the controlling authority for each trip as per the requirement of Departmental Work to convey Business Parcels.**

b. **The bidder will be bound to follow changes in existing schedules, if made any, by the competent authority of the Department in interest of conveyance of mail. The timings or the time durations may be altered by the competent authority which will be followed by the successful bidder.**

c. The route may have intermediate point for mail exchange as per requirement.

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

4. **There may be instances where additional trips of same capacity vehicles are required. In such cases the Competent Authority may order for the same in writing on same terms and conditions with the notice period as given below and the successful bidder will have to provide the same as per below mentioned timeline:-**

30/10

Arrangement type	Notice period for bidder	Requirement of vehicle
Short Term	07 days	7 days to 1 Month

- a. PROVIDED FURTHER, that in the event of an additional trip being ordered competent authority will also fix the hours of arrival and departure of such additional trip and also specify the type of mot or vehicles to be used for the purpose.
- b. AND PROVIDED FURTHER, non-provision of India Post branded vehicle for short term arrangement will not be considered as default as mentioned in Para 6 below.
- c. **AND PROVIDED FURTHER, the bidder shall inform the competent authority that the vehicle provided under short-term arrangement is as per the prescribed specifications.**

5. **Commercial Bid**

The rates in the contract must be per km for total 50,000 KMs for 01 year. A consolidated price (Charges for providing vehicles inclusive of all taxes including driver's salary/overtime, fuel and maintenance charges, GPS and all other charges etc. like Toll Tax, Parking Charges and Inclusive of GST also.) should be quoted. The price quoted shall be firm and final.

6. **Validity of the Contract:**

The tender approved prices will be valid for one year from the date of start of contractual services which may be extended for a further period of 03 months each time up to 06 Months on same terms & conditions subject to satisfactory service. The buyer can increase contracted kilometers upto 50% i.e. upto 25000 kms during the contract on same terms & conditions. Bidders are bound to accept the same.

7. **The competent authority may order for higher capacity vehicle on operational requirement basis by replacing the existing vehicle for remaining currency period of tender (The remaining currency period will not be less than 1 months). In such cases, the competent authority may order for the same in writing with notice period of 7 days. The compensation criteria for extra capacity vehicle would be:-**

S No.	Closed Body Commercial Vehicle	Compensation in proportion to approved tender rates from origin to destination and vice versa
1.	Up to 50% of additional capacity	30 % of approved tender rates
2.	From 51 % and up to 100 % of additional capacity	50 % of approved tender rates

8. **Bidder has to provide the vehicle within 10 days from the date of placing order by competent authority to bidder for providing higher capacity vehicle and as per the requirement given in para 1 (i) to (vii).**

9. **Penalty Condition:**

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

S.No	Penalty Condition	Penalty Amount
1	Non provision of specified vehicle/vehicles for any trip/ additional trip as per terms and condition.	1. The Department of Posts shall have the right to hire a vehicle from the market, and the expenditure incurred will be borne by the Bidder. The amount will be deducted

37/c

		from the monthly bill raised by the Bidder..
		2. No payment shall be made to the Bidder for a failed trip
2	Non provision of India Post branded vehicle for any trip as per conditions of NIT (<i>Not applicable incase of short term requirement as described in para 4</i>) India Post branded vehicle, for the application of the penalty clause, means a vehicle painted as per the Department of Posts' requirements.	3. The Bidder has to provide India Post branded vehicle/vehicles on all occasions. Non-provision of vehicles shall be considered as a default in the context of para 6(c). 4. Exemption may be given by the competent authority in odd circumstances.
3	Penalty in case of non-adherence to fixed timeline as given through para 4 of Notice for NIT.	
3(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% and less than or equal to 10% of total monthly trips	5%
III.	More than 10% and less than or equal to 20% of total monthly trips	15%
IV.	More than 20% of total monthly trips	20%

- 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. However, 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 the 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 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, or fails to maintain an efficient vehicle service, or fails to provide a vehicle of higher capacity as per the provisions of para 5 within the stipulated time, or fails to perform and observe any of the stipulations, agreements, and conditions herein contained (as to which the decision of the competent authority shall be final), or if the bidder becomes insolvent, or if a company is dissolved except as provided in para 9(e), 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. This is in addition to, or in lieu of, any other remedies, and the authority may 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

36/c

Government may, at its discretion, either terminate the contract or forfeit the entire performance security money without terminating the contract. However, 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. The security so forfeited may or may not be taken towards satisfaction of any such loss or damages..

10. 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.

11. **Terms of payment:**

- a. he 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 whomsoever appointed by the competent authority. The monthly remuneration is payable to the bidder(s) within 30 days of the presentation of the bill as aforesaid..
- b. Contract charges quoted by the bidder per kilometre, to be mentioned in the commercial bid, must include charges for the driver, repairs and maintenance of the vehicle & GPS system, insurance, fuel/oil, and also any other incidental expenses like toll taxes etc.
- c. 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.
- d. All payments shall be made by cheque/NEFT/RTGS only.
- e. The Department of Posts shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties as per **Para 6**
- f. 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.
- g. 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.

12. **Responsibility of the bidder:**

On expiry of the contracts with private contractors for hired vehicles, Departmental logo, if any, to be removed from the hired vehicles before the security deposits of the contract or are refunded.

- a. Successful bidder will have to give an undertaking that:
- b. The hired vehicle will be used solely for the purpose of transmission of postal bags and materials of Department of Posts and not for any other item.
- c. The hired vehicles are not used for carrying non postal items for any other vendor.
- d. The contractor shall be solely responsible for any legal consequences arising out of the illegal use of the hired vehicle.

35/c

- e. Contractor will ensure proper police verification of drivers/helpers of the outsourced vehicles and share the same with the Department. In case of change of drivers/helpers, copies of police verification of the same will be submitted immediately.
- f. 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.
- g. In the case of any accident, all the claims arising out of it shall be met by the bidder
- h. **Dedicated driver requirements:-**
 - i) Vendor should provide particulars of the driver including Name, Mobile number, Photograph, Aadhaar number, and copy of valid driving license, etc.
 - ii) The drivers, while performing their duties, must be neatly dressed, preferably wearing proper uniform, and must carry an identity card and a mobile phone in working condition, for which no separate payment shall be made by the Department of Posts. The drivers of the vehicles provided by the selected bidders should not have any bad antecedents.
 - iii) The driver will punctually observe the timings mentioned in the schedule of trips for departure and arrival to and from 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..
 - iv) The Bidder shall provide duly licensed drivers for the motor vehicles 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 servants of the Bidder but shall obey all orders and directions given to them by duly authorized postal officials for the purpose of carrying out the services to be performed by the Bidder under this agreement. If the competent authority gives written notice to the Bidder expressing dissatisfaction with the conduct of any driver, the Bidder shall forthwith, upon receiving the complaint, substitute another driver for the purpose of the contract
- i. 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, full particulars of his business and will also, if so required, furnish to the competent authority the name, parentage, age, residence, and specimen of signature or thumb mark, as the case may be, of all the agents and servants whom he proposes to employ for the purposes of this contract before they are so employed. The Department of Posts will be at liberty to forbid the employment of any person whom the competent authority may consider undesirable.
No transfer of the contract or any part thereof shall be made to a third party or to a company, nor shall any attempt be made to do so, without the previous consent in writing of the competent authority being first had and obtained. However, the bidder's heirs and representatives shall, with the written consent of the competent authority, have the right to continue to perform the duties or engagements of the bidder under the contract in case of the bidder's death. In the event of the bidder transferring his business, or if the bidder is a company being wound up at any time during the period of this contract for the purpose of transferring its business to any person, persons, or company, the bidder shall make it one of the terms and stipulations of the contract for the transfer of his properties and business to such other person or company that, provided the competent authority consents to the same, such other person or company shall continue to perform the duties or engagements of the bidder under the contract..

The bidder will be solely responsible for obtaining necessary permits, licenses, etc., from the Local Authorities or State Governments. The bidder will pay all rates, taxes, and fees levied by a local authority or 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 items 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 shall be kept in a presentable condition as required by the competent authority, and at least one spare tyre and a tube shall be made ready and available for use thereon.

- K. Postal staff at the loading point will ensure not to overload the vehicle beyond the prescribed carrying capacity. However, the bidder will also have to confirm that the vehicle is not overloaded before departure and point out any discrepancy to the concerned postal authority for necessary action before the start of the journey. The driver will also not refuse to take parcels/mails at originating points on the grounds of vehicle capacity without confirming the same.
- L. The Bidder will comply with the instructions of the said postal competent authority, as mentioned in the schedule of trips, regarding the mode in which the said postal articles and parcel bags will be stored, packed, loaded in, or removed from the motor vehicles of the Bidder.
- M. 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. Such partners will execute a fresh contract to that effect when called upon by the competent authority to do so.
- N. The Bidder will be responsible for all losses and damages caused to the Department of Posts by fire, collision, or accident arising out of the execution of this agreement, and for all damages to property, 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. The Bidder will indemnify the Government against all such losses and damages, and from the payment of every fine and legal expenditure which may be imposed on any driver for driving negligently, at excessive speed, without proper light, or contrary to the traffic directions given from time to time by the Police or to any Railway or Port Trust Rules for the time being in force or otherwise. This indemnity shall also include any claims under the Workmen's Compensation Act.
- O. 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. The Bidder will be responsible for all losses, damages, or injuries thereto, respectively, from the time when such letters, papers, dispatches, packets, parcels, documents, writings, articles, and things are delivered

33/c

to him for carriage and conveyance to the time when the same are delivered by him to the proper officer of the post office or other authorized person on the termination of their carriage and conveyance.

Losses, damages, or injuries caused by whatsoever means, whether arising from acts or defaults, criminal or otherwise, of his servants or agents, will be borne by the Bidder. The Bidder will be liable to pay the Government the value of all or any such letters, papers, dispatches, packets, parcels, documents, writings, articles, and things which may be lost, and the amount of damage or injury to all or any items which may be damaged or injured between the times aforesaid. Additionally, the Bidder will be responsible for all other losses, damages, costs, charges, or expenses whatsoever arising from the failure 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 specified.

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.

- i) AND PROVIDED FURTHER, such an amount shall be decided on the basis of compensation to be paid by the Department of Posts to the final consumer. The compensation to be paid to the final consumer for loss or damage of letters, papers, packets, parcels, documents, articles, and other things is determined either as per the compensation criteria provided in guidelines issued by the Department from time to time in this regard or as per the insured value of the product. A summary of the current prevailing compensation criteria based on guidelines issued by the Department of Posts is furnished below for reference purposes. The bidder shall refer to the guidelines and notifications for a comprehensive understanding of such compensation criteria.

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 the parcel or contents lost, whichever is less (per article).
2	Inland Speed Post	Not Insured	Compensation payable shall be double the amount of speed post charges paid or Rs. 1000, whichever is less (per article).
3	Registered Parcel	Not Insured	Compensation payable is Rs.100/-(Per article).
4	Registered Letter	Not Insured	Compensation payable is Rs.100/-(Per article).
5	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 up to value of Rs. 1,00,000/-(Per article).

6.	International Mail.	Insured/ Non Insured	As per compensation policy in force.
----	---------------------	-------------------------	--------------------------------------

- i) 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 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.
13. 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 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 15 days' notice in writing of his intention so to terminate the same.
14. Any notice required to be given as per Para 10 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 to his usual or last known place of residence or business. 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.
15. 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 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. Any such rejection shall be conclusive and binding upon the bidder.
- In such events, the bidder shall forthwith substitute the motor vehicle so pronounced unfit and unsafe with other fit and safe motor vehicles of the same type, though not necessarily of the same make, but such substituted motor vehicles shall be subject to the submission and approval mentioned in Para 1(vii) above.
16. 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.

32/10

Should this sum not be 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.

17. No official will be provided by the Department of Posts with vehicles conveying parcel/mail bags. The driver or any authorized person deputed by the bidder on the vehicle will collect the bags from the origin office under a clear receipt and deliver them to the destination office, including any mail/bag exchange points added along the route.
18. 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.
19. Successful bidder will have not to claim any special facilities, such as, free accommodation or garage or telephone connection etc. other than those provided for in the agreement.
20. 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.
21. The contract between the Department and the Transport Operator (Bidder) can be cancelled with prior notice of at least 15 days by either party to the contract.
22. **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.
23. **Miscellaneous**
 - a. **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.
 - b. **Communication of Acceptance:-**
 - (1) Successful bidder will be informed of the acceptance of his tender by the Department of Posts. Necessary instructions regarding the acceptance and the amount of Performance Security will be communicated.
Performance Security:-
The successful bidder shall furnish a Performance Security deposit equivalent to 5% (Five percent) of the total value of the contract in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee (including e-bank Guarantee) from a Commercial Bank, or online payment (RTGS/NEFT) within 7 working days from the date of acceptance of this tender. The competent authority may extend the performance security submission date in case of exceptional circumstances, provided a written request is made within 3 working days from the date of acceptance of the tender. However, in case of failure to submit the Performance Security within the above-mentioned time period, the sum of the Earnest Money Deposit (Bid security) will be forfeited, and the accepted tender shall be cancelled.
 - (a) The Performance Security will remain valid for a period of 60 days beyond the date of completion of this contract. The amount will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects.
 - (b) In the event of a breach of contract by the contractor, the Performance Security will be forfeited and credited to the Department of Post's account.
 - (2) Successful bidder will bear all the expenses in connection therewith agreement registered covering the charge

30/0

of stamps etc.

c. **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.

d. **Breach of terms and conditions:**

In case of breach of any of the terms and conditions, 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.

e. **Right to call upon Information regarding supply of commercial vehicles:**

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

f. **Bidder must ensure the following check list is updated and all relevant documents are attached with the Technical Bid.**

1.	Name of the tenderer /concern with address	
2.	Nature of the concerned (Individual /Sole Proprietor/Partnership Firm or a Company)	
3.	Permanent Account No. (Pan No.) (Attach copies of PAN No. of all partners)	
4.	GST No.	
5.	Contact details with e-Mails(s) Address	
6.	Details of Earnest Money deposited, please submit original DD(It exempted then attach the authority certificate)	
7.	Whether each page of NIT signed.(It is mandatory)	
8.	Registration No. of the vehicles offered (Attach Copies)	
9.	Fitness/Road worthiness & insurance validity of the vehicles (Attach Copies)	
10.	Vehicles must be equipped with GPS & CCTV Camera with Day-Night Vision (at least 30 days recording)	
11.	Annual Turnover more than Rs. 74 lakh per annum for last two years (2023-24 & 2024-25).	
12.	Past experience (Service to at least one Govt. Organisation/PSU/Prominent private sector entity).	

These documents should be submitted in the proper sequence (as per the above-mentioned points).

Place :

Date:/...../2025

(Signature & Seal of Bidder)

Name of bidder:

23/10

Name of bidder: _____

Address of bidder: _____

28/12

ANNEXURE-A
TENDER FORM FOR MAIL MOTOR CONTRACT
(TECHNICAL BID)

To

The President of India
Through Senior Superintendent of Post Offices,
Gautam Buddha Nagar Division, Noida- 201301

WITH reference to the advertisement in dated, I hereby offer, subject to the conditions hereinafter appearing, the following Technical Bid for conveyance of mail along with one / two postal officials by motor vehicle(s) of the specifications for a term of Two years.

2. Details of Demand Draft/Banker's Cheque/ P.O. receipt in respect of Bid security.

Sr.No.	Deposit For	No. Of Demand Draft	Date Of issue	Name of Bank/ Branch	Amount in Rs.
1	EMD				
2	Security				

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

Schedule No.	Type of Vehicle (four Wheeler)	Make and Model of Vehicle	Year of Manufacture	Registration Nos. /Date	Type of fuel used	Fitness /Road Worthiness & Insurance validity of the vehicle	Kilometers run by each vehicle till the date of NIT	Loading carrying capacity (Not less than 6000 kg)	GPS Facility is available or Not	CCTV installed or not with 30 days recording facility
32 ft. Multi Axle (9 tons)										

- 27/c
4. I agree to provide name(s) of the existing customer(s) (if any) (list enclosed).
 5. I agree that in the event of my Technical Bid being considered, I shall produce, on demand, for inspection of vehicle of prescribed specification 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.**
 6. In addition to the above, I agree to maintain 2 spare vehicle(s) to be used in emergencies. I agree to provide vehicle(s) in good working condition throughout the period of contract.
 7. I agree to run the motor vehicle(s) according to the time fixed in the said schedule.
 8. If it is found at any time during the currency of the contract that owing to alternations in the schedule of trips (or additional trips being ordered), as mentioned in Clause 5 of the Agreement attached to this NIT, the average monthly mileage is more or less than the monthly mileage, I agree to accept or allow a proportionate increase or decrease in the monthly remuneration as the case may require, worked out on the basis of the rate/km agreed to in the agreement.
 9. I undertake the liability and responsibility for the safe custody and delivery of mails, 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.
 10. I shall not claim any special facilities, such as, free accommodation for a garage or telephone connection etc, other than those provided for in the agreement.
 11. I agree to carry free of charge postal officials in charge of mails when required to travel in my contracted vehicles.
 12. I agree to carry postal stationery, as part of mails, and stores dispatches by Postal Stock Depot or the offices where such forms and stores are printed or stored, to the Post Offices, Railway and Steamer Stations and Railway Mail Services Offices named in the schedule attached to the agreement and such other places as may be required by the Senior Superintendent of Post Offices, Gautam Buddha Nagar Division, and shall not claim any extra remuneration on that account.
 13. **I am submitting Insurance surety Bonds/ Account Payee Demand Draft/Fixed Deposit Receipt/Banker's Cheque or Bank Guarantee from any of the commercial**

26/c

banks or Payment online in an acceptable form/P.O. ACG-67 receipt for Bid Security of ₹2,45,000/- (Two lakh Fourty five thousand Only)(the amount equivalent to 5% of the estimated total value of the contract) as bid security. That the said sum shall be forfeited to 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 13 and 15 whereof. 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 accepted and I fail to start the service contracted **WITHIN FIFTEEN DAYS** my earnest money 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.

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

15. I agree, if this tender is accepted, to furnish security deposit equivalent to 5% (three percent) of the total value of the contract in one of the following forms-

- (a) Post Office certificates at issue price up to the permissible limit transferred to the
- (b) Deposit made in the Post Office Savings Banks up to the permissible limit and pledged to the President of India and the balance, if any, in the form (a) above.
- (c) Bank Guarantee (for contract of high value) or DD.
- (d) Insurance Surety Bonds.

Within seven days from this tender being accepted.

16. 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 who is competent finally to accept it after I have submitted my tender or to make any endeavour 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.

17. If my above tender is accepted, I agree to enter in to agreement on Non-Judicial Stamp Paper of Rs.100/- within two weeks of the acceptance of the tender and deposit the security money equal to 5% of total value of the contract.

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

The other details are as under:

1.	Name of the tenderer /concern with address	
2.	Nature of the concerned (Individual /Sole Proprietor/Partnership Firm or a Company)	

25/c

3.	Permanent Account No. (Pan No.) (Attach copies of PAN No. of all partners)	
4.	GST No.	
5.	Contact details with e-Mails(s) Address	
6.	Details of Earnest Money deposited, please submit original DD(It exempted then attach the authority certificate)	
7.	Whether each page of NIT signed.(It is mandatory)	
8.	Registration No. of the vehicles offered (Attach Copies)	
9.	Fitness/Road worthiness & insurance validity of the vehicles (Attach Copies)	
10.	Vehicles must be equipped with GPS & CCTV Camera with Day-Night Vision (at least 30 days recording)	
11.	Annual Turnover more than Rs.74 lakh per annum for last two years (2023-24& 2024-25).	
12.	Past experience (Service to at least one Govt. Organisation/PSU/Prominent private sector entity).	
These documents should be submitted in the proper sequence (as per the above-mentioned points).		

Place:

Date:

(Signature)

Name of bidder _____
Address of bidder _____

Seal of Bidder

24/12

ANNEXURE-B
FORMAT OF TENDER DOCUMENT
(PRICE BID)

To

The President of India
Through Senior Superintendent of Post Offices
Gautam Buddha Nagar Division, Noida

1. Name, address & telephone No. of the bidder:
2. Permanent Account No.(PAN). (Copy of PAN Card to be attached):
3. Name & address of the Proprietor/Partners/Directors & their PAN No.:
(Copies of PAN cards to be attached)
4. Rate Chart per vehicle:

Schedule No.	Description	Per Kilometer per vehicle	Total Number of Vehicles offered for all the mentioned routes in the NIT	Rate (Rs.)
1.	32 ft. Multi Axle (9 tons) vehicle			

Name & Signature of the
Authorised Signatory

23/c

Annexure – C

PRE CONTRACT INTEGRITY PACT

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 2025, between on one hand, the President of India acting through Sr. Superintendant of Post Offices, Gautam Buddha Nagar Division, Ministry of Communications/Department of Posts, 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, Chief Executive Officer (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 (conveyance of mail) and the SERVICE PROVIDER/Seller is willing to offer/has offered the stores; 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 Ministry/Department of the Govt. of India/PSU 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 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.

22/c

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

1. Commitments of the SERVICE USER

- 1.1 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.
 - 1.2 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 PROVIDER
 - 1.3 All the officials of the SERVICE USER will report to the appropriate Govt. office any attempted or breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such officials(s) is reported by the SERVICE PROVIDER to the SERVICE USER will full and verifiable facts and the same is prima facie found to be correct by the SERVICE USER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the SERVICE USER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the SERVICE USER the proceedings under the contract would not be stalled.

3. Commitments of SERVICE PROVIDERS

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

- 3.1 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.
- 3.2 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

21/10

the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

- 3.3 SERVICE PROVIDERS shall disclose the name and address of agents and representatives and Indian SERVICE PROVIDERS shall disclose their foreign principals or associates.
- 3.4 SERVICE PROVIDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5* The SERVICE PROVIDER further confirms and declares to the SERVICE USER that the SERVICE PROVIDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and had got 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.
- 3.6 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.
- 3.7 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.
- 3.8 The SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 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.
- 3.10 The SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 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

20/c

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.

- 3.13 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

- 4.1 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.
- 4.2 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 (Security Deposit)

- 5.1 While submitting commercial bid, the SERVICE PROVIDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money/Security Deposit, with the SERVICE USER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the SERVICE USER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the SERVICE USER shall be treated as conclusive proof of payment.
- (i) Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years 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.
- 5.3 In case of the successful SERVICE PROVIDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond 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.
- 5.4 No interest shall be payable by the SERVICE USER to the SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

19/c

6. Sanction for Violations

6.1 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 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 encash 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 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 Bond 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.

6.2 The SERVICE USER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (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

10/c

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.

- 6.3 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

- 7.1 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

- 8.1 The SERVICE USER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 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.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 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.
- 8.6 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 Subcontractor. The Monitor shall be under contractual obligation to treat the information and documents of the SERVICE PROVIDER/Subcontractor(s) with confidentiality.
- 8.7 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.
- 8.8 The Monitor will submit a written report to the designated Authority of SERVICE USER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the SERVICE USER/SERVICE PROVIDER and, should the occasion arise, submit proposals for correcting problematic situations.

17/10

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

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years 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.
- 12.2 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 aton

SERVICE USER

Senior Superintendent of Post Office
Gautam Buddha Nagar Division
Ministry of Communications/Department of Posts

Witness

1. _____

2. _____

SERVICE PROVIDER
CHIEF EXECUTIVE OFFICER

Witness

1. _____

2. _____

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

16/c

AGREEMENT

TO BE EXECUTED BY BIDDERS FOR CONVEYANCE OF MAILS BY MOTOR VEHICLES TO BE USED EXCLUSIVELY FOR THE PURPOSE

THIS AGREEMENT made on the day of
BETWEEN

(a) A company formed and registered under the Indian companies Act, 1913, having its registered office at..... (hereinafter called the bidder which expression shall include where the context admits their successors and permitted assigns).

(b) Son of..... carrying on business under the name and style of..... at..... in the town of (hereinafter called the bidder which expression shall where the context so admits include his/her heirs, executors, administrators, representatives or permitted assigns:

(c) All carrying on business in partnership under the firm name and style of at in the town of (hereinafter called the bidder which expression shall include where the context so admits all the partners of the said firm and their respective heirs, executors, administrators or permitted assigns), of the one part, AND the PRESIDENT OF INDIA acting by and through the authorized officer of Ministry of communications and information Technology, Department of Posts (hereinafter referred to as the Government which expression shall unless excluded by or repugnant to the subject or context shall mean and include its successors and permitted assigns) of the other part.

WHEREAS the Bidder has offered to contract with the Government for the transit, conveyance and delivery of all postal articles and bags as defined in the Indian Post Office Act, 1898 between and* and vice versa from the day of to the day of

*Here enter the name of the company or the name of the individual or the names of the partners

- a) If the bidder is a company
- b) If the bidder is an individual

- 151c
- c) If the bidder is a partnership firm and strike out the alternative not required as hereinafter mentioned and the said Government has accepted such offer upon the terms and conditions hereinafter appearing;

AND WHEREAS it has also been agreed that the bidder should furnish performance security deposit @ 3% of the total value of the contract as security for the due fulfilment of the said contract in any one of the following forms

- i) Post Office certificates at issue price and pledged to the Senior Superintendent of Post Offices, Gautam Buddha Nagar Division, Noida.
- ii) Deposits made in the Post Office Savings Bank pledged to the Senior Superintendent of Post Offices, Gautam Buddha Nagar Division, Noida.
- iii) Bank Guarantee for the said amount / DD (for contract of high value).
- iv) Insurance Surety bond

And he/she has accordingly prior to the signing of these presents deposited with the Head of the said Postal Circle, an amount of Rs..... by way of

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

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

- 1) The bidder shall, during the continuance of this contract, that is to say, for the period of.....years from the.....day of.....to the.....day of..... or until the said contract shall be terminated by such notice as is hereinafter mentioned or otherwise in due course of law (hereinafter referred to as the said contract period) duly and safely and expeditiously convey daily between the various post offices, Railway stations and aerodromes and places mentioned in the schedule hereunto annexed or any amendment thereof as may be made herein pursuant to the powers in that behalf contained in clause 5 hereof including any schedule substituted therefore (hereinafter referred to as the schedule of trips) by means of suitable motor vehicles as hereinafter provided in **clauses 3,8,20, and 22**, all Postal articles and bags as defined in the Indian Post Office Act 1898, all hereinafter referred to as the Postal articles and bags which by the Chief Postmaster General / Postmaster General / Director of Postal Services.....(hereinafter referred to as the said Head of the Circle) / the Superintendent of Post Offices/Superintendent of RMS.....Division, hereinafter referred to as the said Superintendent/the Postmaster/ the Postmasters of any places mentioned in the Schedule of the time being or any other person/persons in that behalf duly authorized, shall be required to be carried and conveyed between the said Post Offices,

14/1c

Railway stations and places as aforesaid to the satisfaction and under the general direction, in all respects, of the said Head of the Circle/the said Superintendent /the said Postmaster, provided that the said Head of the Circle/the said Superintendent/the said Postmaster may by **giving eight weeks notice** in writing to the bidder before the expiration of the said contract period, extend the period of this contract by further period not exceeding twelve months on the same terms and conditions as are contained herein except this condition of renewal.

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

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

(a) Fourwheelers motorvehicle which are not more than three years old i.e.the vehicle should have been registered on or after **Jun-2022**and have a load carrying capacity of not less than **9000 kgs (Nine Thousand Kgs)** i.e **32 ft. Multi Axle**with provisions of seating arrangement for travelling of one postal official. **Successful bidder should get the body of four wheelers fully covered with metal and provide doors with locking arrangements at rear compartment of the vehicle within 30 days of awarding tender.**

(b) No motor vehicles shall be used by the bidder for the purpose of this agreement until it has been submitted to the said Head of the circle / the said Divisional Superintendent/ the said Postmaster and its style , power , design manufacture and body and other prescribed specifications have been approved by that officers for use under this agreement and the said Head of the circle / the said Divisional superintendent / the said postmaster may require it to be painted or otherwise marked as he directs and the bidder shall forth with carry out the work at his expense to the satisfaction of the said Head of the circle/ the said Divisional superintendent / the said postmaster . All such motor vehicles shall be reserved by the bidder for use and shall be used solely and exclusively for the conveyance of the said postal articles

13/c

and bags and postal officials and armed escorts within (place) and for the performance of this agreement and shall be used for no other purpose.

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

5)(a) Government by notice in writing by the said Head of the circle / the said Superintendent / the said Postmaster (Gazetted) on behalf of the head of the circle / regional PMG shall be at liberty at any time or times or from time to time whenever deemed fit to make any alternations in the schedule of trips or to cancel or alter the schedule of trips or to substitute therefore another schedule and again thereafter to cancel from time to time or alter the said or substitute a new schedule therefore but any such cancellation alteration or substitution purposed shall be made only after one week's prior notice to the bidder except in emergent cases . The said head of the circle / the said superintendent / the said postmaster/ the postmaster of any places mentioned in the schedule of trips may also at any time on 3 three hours' notice order in writing extra kilometrage to be run or an extra trip to be performed on any particular day and in the event of an extra trip being ordered he shall also fix the hours of arrival and departure of such additional trip and also specify the type of motor vehicles to be used for the purpose.

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

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

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

12/c

8) The bidder shall be solely responsible for obtaining necessary permits, licences, etc. from the local authorities or State Governments. The bidder shall bear and pay all rates, taxes and fee levied by a local authority or a state government payable in respect of the motor vehicles provided by the bidder for the purposes of this agreement and shall at the bidder's own expense maintain all such motor vehicles and the machinery and all parts thereof clean and in good and proper working order and condition and fit for use and supply all fuel, lubricants, carriage lights, spare parts and other things necessary for the proper running thereof and for the due performance of the purposes of this agreement. All such motor vehicles shall as to their continual condition and fitness for the efficient performance of this agreement be subject, at all times, to the inspection and approval of the said Head of the Circle/the said superintendent/the said postmaster. All vehicles shall be fully repainted towards the end of March or October every year (according as the service is in the hills or in the plains respectively) and be kept otherwise in a presentable condition as required by the said Head of the Circle/the said Superintendent/the said Postmaster and at least one spare tyre and a tube be made ready and available for use shall be carried thereon.

9) The bidder hereby convinces and declares that no one connected with or in the employment of the Postal Department now has any interest in this contract nor shall any such person ever be admitted as a partner to any interest in this contract. The bidder shall furnish the Government in writing with full particulars of his business and shall also, if so required, furnish the said Head of the Circle/the said Superintendent/the said postmaster with **the name, parentage, age, residence and specimen of signature or thumb mark as the case may be of all the agents and servants whom he proposes to employ for the purposes of this contract before they are so employed and the Government shall be at liberty to forbid the employment of any person whom the said Head of the Circle/the said Superintendent/the said Postmaster may consider undesirable.**

10) This contract shall not, nor any part thereof or any interest therein be transferred by the bidder to any person or persons or to a company or attempted to be so done without the previous consent in writing of the said Head of the Circle/the said Superintendent/the said Head of the Circle/the said Superintendent/the said Postmaster being first had and obtained, but the bidder's heirs and representatives shall with the consent in writing of the said Head of the Circle/said Superintendent/the said Postmaster have the right to continue to perform the duties or engagements of the bidder under the contract in case of his death. In the event of the bidder transferring his business and in the event of the bidder being a company being wound up and at any time during the period of this contract for the purpose and with the object of transferring its business to any person, persons or a company, the bidder shall make it one of the terms and stipulations for the contract for transfer of his properties and business

22/10

to such other person or company that such other person or company shall, provided the said Head of the Circle/the said Superintendent/the said Postmaster consents to the same, continue to perform the duties or engagements of the bidder under the contract.

10(a) If during the subsistence of the contract, the Bidder being a partnership firm, is dissolved or reconstituted due to the death, retirement, insolvency, admission of new partners or otherwise howsoever, the bidders shall forthwith give notice of such dissolution or reconstitution to the **Senior Superintendent of Post Offices , Gautam Buddha Nagar Division**, who shall be entitled in his absolute discretion either to terminate the contract without any liability on the part of the Government to compensate the Bidder for any loss or damage in consequence thereof or to continue the same. In the event of the Senior Superintendent of Post Offices, Gautam Buddha Nagar Division deciding to continue the contract, the partners of the reconstituted firm shall be bound by the terms and conditions of the contract in all respects and to the same intent and effect, as if they were parties to the contract and such partners shall execute a fresh contract to that effect when called upon by the **Senior Superintendent of Post Offices , Gautam Buddha Nagar Division** to do so.

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

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

13) The Bidder shall be solely and absolutely liable and responsible for the due, and safe custody and delivery in good order and condition of all letters, papers, dispatches, packets, parcels, documents, writings, articles and things forming part of the said postal articles and bags or any part thereof or of which the same or any part thereof may consist entrusted or delivered to him for carriage, conveyance and delivery under or in pursuance of this contract and for all losses thereof or damages or injuries thereto respectively from the time when such letters, papers, dispatches, packets, parcels, documents, writings, articles and things respectively shall be delivered to him for carriage and conveyance to the time when the same

u/c

respectively shall be delivered by him to the proper officer of the post office or other authorised person on the termination of their carriage and conveyance from whatsoever cause such losses, damages or injuries shall arise and whether or not the same shall arise from the acts or defaults, criminal or otherwise, of his servants or agents and shall be liable to pay to Government the value of all or any of such letters, papers, despatches, packets, parcels, documents, writing, articles, and things which may be lost and the amount of damage or injury to all or any thereto which may be damaged or injured between the times aforesaid and the amount of all other losses, damages, costs, charges or expenses whatsoever if any arising from the failure so to deliver the said postal articles and bags or any part or portion thereof in such good order and condition and at such times as aforesaid and the certificate of the said Head of the Circle of every amount payable by the bidder under this clause shall be conclusive as to the amount thereof and binding on the bidder.

PROVIDED ALWAYS that the responsibility and liability of the bidder under this clause shall not extend to any loss, damage or injury caused by or resulting from the acts of god, violence of any army, or a mob or other irresistible force or by or from robbery or dacoity by any person or persons not in the employ or under the control of the bidder, AND PROVIDED, however, and notwithstanding anything aforesaid that when under orders in writing of the Head of the Circle/the said Superintendent/the said Postmaster, a Post office official is detailed to accompany any articles to be carried under this agreement, the bidder shall not be liable for any loss thereto while the said official is accompanying the same unless in the opinion of the said Head of the Circle (which shall be final and binding on the bidder) such loss is due to any fault, negligence or criminal action on the part of the bidder or any employee of the bidder.

14) In the event of non-completion of any journey or of delay in completion of any journey in accordance with the time table hereinbefore provided and in the event of failure to deliver or take up any postal article or bags at any of the places or offices prescribed in the schedule of trips, failure to maintain efficient service, the bidder shall be liable to pay the under mentioned amounts.

S.No	PenaltyCondition	Penalty Amount
1	Nonprovisionof specified vehicle/vehiclesforanytrip/ additional trip as per terms and condition.	<p>1. The Department of Posts shall have the right to hire a vehicle from the market, and the expenditure incurred will be borne by the Bidder. The amount will be deducted from the monthly bill raised by the Bidder..</p> <p>2. No payment shall be made to the</p>

		Bidder for a failed trip
2	Non provision of India Post branded vehicle for any trip as per conditions of NIT (<i>Not applicable incase of short term requirement as described in para 4</i>) India Post branded vehicle, for the application of the penalty clause, means a vehicle painted as per the Department of Posts' requirements.	3. The Bidder has to provide India Post branded vehicle/vehicles on all occasions. Non-provision of vehicles shall be considered as a default in the context of para 6(c). 4. Exemption may be given by the competent authority in odd circumstances.
3	Penalty in case of non-adherence to fixed timeline as given through para 4 of Notice for NIT.	
3(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% and less than or equal to 10% of total monthly trips	5%
III.	More than 10% and less than or equal to 20% of total monthly trips	15%
IV.	More than 20% of total monthly trips	20%

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 an army or mob or other irresistible force or robbery or dacoity 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 articles and bags by mazdoors or other means where the road is impassable for vehicular traffic and thence in the manner hereinbefore provided.

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.

PROVIDED ALSO THAT if the bidder makes three such defaults within 1 months 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 said Head of the

D/C

Circle will be final) or if the bidder becomes insolvent or if a company being wound up except as provided in clause 10 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 President of India in addition to or in lieu of any other remedies, and also declare forfeited the whole or any part of the security.

PROVIDED FURTHER that in the event of the contract being terminated under the third proviso of this clause, the Senior Superintendent of Post Offices , Gautam Buddha Nagar Division, may in addition, at his option, take over and use all or any vehicles used by the bidder on such date for any period not exceeding four English calendar months, paying to the bidder for such use any reasonable amount to be determined by the Chief Postmaster General, Uttar Pradesh Circle, such amount to cover all damages and losses to the vehicles or otherwise during such period.

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 to the Government the entire security money without terminating the contract. But any such termination of the contract or forfeiture of security as aforesaid shall be without prejudice to the right of the Government to all other remedies in respect of every failure or default and particularly to the Government's right to recover the full amount of loss or damages which the Government may have sustained even though the amount be in excess of the sum forfeited and the security so forfeited may or may not be taken towards satisfaction of any such loss or damages.

15) The said sum of ₹2,45,000/- deposited as security deposit in any one of the prescribed forms shall be retained by government as security for the due and faithful performance by the bidder of all and singular the several covenants, conditions and agreements herein contained on his part to be observed or performed with full power to the said Head of the Circle/ the said superintendent/ the said Postmaster for and on behalf of Government. In case the bidder fails to perform, fulfil, keep and observe all or any of the said covenants, conditions or agreements on his part herein contained, the Department will forfeit the amount so deposited or otherwise realize the value of the said security deposit in full or any part thereof with all or any part of the interest which shall have accrued and may accrue thereon towards satisfaction of the amount of all or any damages, and other sums which the said bidder may have become liable to pay hereunder but nevertheless, **the interest of the said sum of** money or securities received in exchange therefore may in the meantime be paid over to the said Head of the Circle/ the said Superintendent/ the said Postmaster if he shall think fit and if the said security depreciates or appropriations are made there from as aforesaid, the bidder hereby undertakes to furnish more security when called upon to make up such deficiency and this contract shall be deemed to be a contract in which the public are interested within the meaning of the exception to **Section 74 of the Indian Contract Act 1872.**

2/c

16) The bidder agrees to supply the vehicles as per Rate Chart per vehicle (Exclusive of Applicable Government Taxes) as under:

Schedule No.	Description	Per Kilometer per vehicle	Total Number of Vehicles offered for all the mentioned routes in the NIT	Rate (Rs.)
1.	32 ft Multi Axle (9 Tons) vehicle			

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

PROVIDED ALWAYS that after six full calendar months from the date of awarding of the contract, if at any time during the subsistence of this contract, if the average price of fuel (including local Government taxes) prevailing at(place) for any of the calendar months in which this contract will be in force, be more or less than the price of fuel (including the local Government taxes) prevailing at (place) on the date of issuing of the Notice Inviting Tender (NIT) namely Rs.....paise per litre (here-in-after referred to as the basic price), the remuneration payable for such month shall be increased or decreased as per the following formula :-

$$\text{Increase/decrease of rate per Km} = \frac{\text{Increase/decrease in average fuel price* per litre}}{\text{Average Kms per litre of particular vehicle}}$$

$$\text{* Average price of fuel} = \frac{\text{Sum of fuel price for each day of the previous month}}{\text{Total no. of days in the month}}$$

The remuneration payable for such month may be calculated as per the following illustrations:

Example – I	Example – II
NIT issued: 15.12.2016	NIT issued : 01.07.2017*
Contract awarded : 15.01 .2017	Contract awarded'. 01 .09.2017*

6/c

Fuel price on 15.12.16 (NIT issued date) Rs. 60.00 per litre (assume)	Fuel price on 01.07.17 (NIT issued date) :Rs. 63.00 per litre (assume)
Average fuel price after six full calendar months (Feb 17 to Aug 17) from the date of awarding of the contract i.e. month of August 2017 = Rs. 63.00 per litre (assume), this fuel price is average price of fuel for the full calendar month of Aug 17 and calculated as per the formula mentioned above	Average fuel price after six full calendar months (Sep 17 to Feb 18) from the date of awarding of the contract i.e. month of March 2018 = Rs. 61.50 per litre (assume), this fuel price is paverage price of fuel for the full calendar month of February 18 and calculated as per the formula mentioned above
Increase/decrease in average fuel price per litre (in Rs.) : $63.00 - 60.00 = 3.00$	Increase/decrease in average fuel price per litre (in Rs.) : $61.50 - 63.99 = (-)1.50$
Average Kms per litre of particular vehicle (assume) : 8.00	Average Kms per litre of particular vehicle (assume) : 8.00
Increase/deorease of rate per Km : $= 3.00 / 8.00 = 0.375$ (in Rs.)	Increase/decrease of rate per Km : $= (-)1.50 = (-) 0.1875$ (in Rs.)

* In case of the contract being awarded on the first day of the month, that month will be considered as whole calendar month.

The vehicle will be test checked for recording its average kilometre per litre of fuel before the vehicle is put on schedule operation. However, there will be no change in the rates of extra hours consequent upon increase/decrease in rates of fuel.

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

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

AND PROVIDED FURTHER that in reckoning such kilometrage only distances shall be measured between postal terminals affected by the shortest route unless that route is closed for vehicular traffic, notwithstanding that vehicles may have to travel further and if a vehicle

5/c

of a lower capacity than that specified in the schedule of trips or order is used for any reason and as a consequence it has taken more than one trip to move the said postal articles and bags only one trip shall be counted for trips which move what a vehicle of the contracted capacity or order could have moved.

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

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

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

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

20) Any notice required to be given under these presents on the part of the Government shall be deemed to be duly given if signed by the said Head of the Circle/the said Superintendent/the said Postmaster /the person for the time being entrusted with the functions, duties and powers of the said Officers respectively and delivered to the Bidder or sent by registered post at his usual or last known place of residence or business and any notice required to be given hereunder on the part of the bidder shall be deemed to be sufficiently given if delivered or sent by registered Post to the office of the Head of the Circle /the Superintendent /the Postmaster.

21) The Bidder shall provide duly licensed drivers of the motor vehicles when used for the purpose of this agreement. The bidder shall pay the wages of every such driver. All such drivers shall be deemed to be the servants of the bidder but they shall obey all orders and directions given to them by duly AUTHORISED postal officials for the purpose of carrying

out the services to be performed by the bidder under this agreement. If the said Head of the Circle/the said Superintendent/the said Postmaster shall give notice in writing to the bidder that he has reason to be dissatisfied with the conduct of any driver, the bidder shall forthwith on receiving the complaint supply and substitute in the place of the driver complained of, another driver for the purpose of the contract.

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

23) The said Head of the Circle/the said Superintendent /the said Postmaster shall have the right in his absolute discretion to reject temporarily or permanently and require the bidder not to use accordingly any motor vehicle provided or kept by the bidder for the purpose of this agreement which he may consider unfit or unsafe to be employed for the purpose of carrying the said postal articles and bags or any such postal official as aforesaid notwithstanding that the same may have previously been approved under any clause hereof and any such rejection by him shall be conclusive and binding upon the bidder and in such events the bidder shall forthwith substitute for such motor vehicles so pronounced unfit and unsafe other fit and safe motor vehicles of the same type, though not necessarily of the same make, but such substituted motor vehicles shall be subject to the submission and approval mentioned in clause 3 hereof.

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

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

3/c

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

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

27) All disputes, differences and questions arising out of or in any way touching or concerning this agreement or the subject matter thereof or the respective rights duties or liabilities of the parties under or in respect of this agreement (except the decision whereof is hereinbefore otherwise expressly provided for) shall be referred to the sole arbitration of any person appointed by the Chief Postmaster General, Uttar Pradesh 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 (as amended 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 Lucknow or such other place which the sole arbitrator may decide.

Signature of witnesses
(Name and address in Block letters)

- 1.
2. signing as proprietor/

Signature of bidder
Full name and address of the
person signing (in block letters)

Partner/constituted Attorney/
Duly Authorized by the company

Signature of witnesses
(Name and address in Block letters)

- 1.
 - 2.
- (Name and signature of authorized officer)
on behalf of the President.

LOG SHEET

Office of the Sr. Superintendant of Post Offices, Gautam Buddha Nagar Division

MMS Control Room Tele. No. _____
Date _____
Fleet No. _____
Name of the Driver _____
Mailpeon _____
Regn. No. of the Vehicle at Commencement _____

Name of Schedule _____

KM reading at closing

Uniform

Copy of valid PUC Certificate

Yes		
No		

Name of	Actual	Initials of	Bags	Remarks
---------	--------	-------------	------	---------

1/c

2

offices of Places to be visited	Arr H M	Dep H M	the Mail Exchange clerk with stamp	Received	Despatch	
1	2	3	4	5	6	7
					(End of Trip)	

Total Scheduled Mileage_____ Actual Schedule Mileage
done_____

For use in case of non Sch. Trip & Diversion

Authorized Additional Mileage (For Small Trip)_____ Actual Additional Mileage_____

Sig. of the Driver
Clerk

Sig. of Mail Peon

Sig. of the Checking

Sig. of the Supervisor