

No.36- 23/2012- BD&MD (Vol-II)
Government of India
Ministry of Communications & IT
Department of Posts
(Business Development and Marketing Directorate)

Sansad Marg, Dak Bhawan
New Delhi-110 001
Dated: 28.05.2014

Notice Inviting Tender

1. Department of Posts is in the business of providing mail, savings bank, parcel, logistics and retail services across the nation. Under retail services, the Department is selling 'Rakhi envelopes' over the years to facilitate its customers in sending their Rakhi safe and secure to their dearone. In this regard Department of Posts has decided to explore new business partners for sale of Rakhi envelopes through Post Offices on Sale or Return basis.
2. Tenders are invited for and on behalf of the President of India from the manufacturer / suppliers of envelopes for supplying specially designed envelopes (for sending *Rakhi*) for selling on sale or return basis through specified Post Offices. The approximate quantity of such envelopes is 10 lakh. The method of submission of tender, amounts of Earnest Money/Performance Security and General Terms and Conditions applicable to Contract have been mentioned in **Annexure I**. The work is to be performed strictly as per parameters/technical specifications given in **Annexure II**. The proforma for submission of tender has been given in **Annexure III** (for Technical Bid) and **Annexure IV** (for Commercial bid). The schedule of tender is given as under:
3. **Schedule of Tender**

Tender No	36-23/2012- BD&MD Vol II
Date of release of Tender	1305.2014
Last date and time of receipt of Tender	28.05.2014 at 1300 Hrs
Amount of Earnest Money Deposit (Clause 3 of Annexure I)	Rs. 1,00,000/-
Cost of tender form:	Rs. 200/-
Date & time of opening of Tender	28.05.2014, 1500 Hrs
Venue:	Conference Hall, BD&MD, 5 th Floor, Dak Bhawan, New Delhi

4. The tender from alongwith terms and conditions can be downloaded from web site www.indiapost.gov.in or [http:// eprcoure.gov.in/eprocure/app](http://eprcoure.gov.in/eprocure/app). Cost of tender

document is Rs. 200/- (Rs. Two hundred only) which can be deposited in any Post Office under Unclassified Receipt.

5. Scanned copy of all relevant documents, NIT and its annexures, scanned copy of EMD and receipt of cost of tender document must be uploaded on the CPP portal by using valid Digital Signatures Certificates. The instructions for online bid submission are given in **Annexure VII** to guide the bidders in registering on CPP portal, prepare their bids in accordance with the requirements and submitting their bid online on the CPP portal. The detailed information for submission online bids on CPP portal can also be obtained from <http://eprocure.gov.in/eprocure/app>.
6. Proof for furnishing the EMD and payments towards the cost of tender should be sent in original to Deputy General Manager (BD), Room no. 514, BD&M Directorate, 5th Floor, Dak Bhawan New Delhi-110 001 by Speed Post/Registered Post/By hand so as to reach on or before last date and time of opening of the tender.
7. The tenders complete in all respects must in all cases be uploaded on the CPP Portal before date and time indicated in the schedule of Tender in para 2 above. The scan copy of UCR receipt in respect of the tender fee and EMD must be uploaded on the CPP Portal.
8. The Department will not be responsible for any technical fault/problem occurred in CPP portal and leading to non-submission of bids.
9. The Department reserves the right to award and/or withdraw any of the terms and conditions contained in this Tender document and/or to reject any or all tenders without giving any notice or assigning any reason thereof.

(T.R. Shankar)
Deputy General Manager

No. 36 -23/2012- BD&MD (Vol.-II)
Government of India
Ministry of Communications & IT
Department of Posts
(Business Development and Marketing Directorate)
Dak Bhawan, New Delhi-110001

ANNEXURE – I

GENERAL TERMS AND CONDITIONS

Tender for supplying envelopes to the Post Offices on sale or return basis.

1. Parties:

The parties to the contract are the contractor (the tenderer to whom the work has been awarded) and the Government of India through the Business Development and Marketing Directorate, Department of Posts for and on behalf of the President of India, hereinafter referred to as the Department.

2. Address(es):

For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender documents shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Business Development and Marketing Directorate, Department of Posts. The contractor shall be solely responsible for the consequences of any omission and/or error to notify the change of address in the aforesaid manner.

3. Earnest Money:

- 3.1.** An Earnest Money of Rs.1,00,000/- (Rupees one lakh only) must be deposited by the bidders in any Post Office under head Unclassified Receipt and Original Receipt in form ACG-67 provided by the Post Office in token of having received the amount should be submitted as noted in Para 6 of NIT.
- 3.2.** Alternatively Earnest Money may be provided in the form of a Demand Draft, Fixed Deposit or Bank Guarantee duly pledged in the favour of 'Chief General Manager, BD & M Directorate'. While furnishing the EMD through alternate modes it should be ensured that the above should be valid for a period of atleast six months after the expiry of bid validity.
- 3.3.** No request for transfer of any previous deposit of earnest money and/or security deposit or payment of any pending bill held by the Department in respect of any previous work, will be entertained for the purpose. A fresh EMD is required to be deposited by the tenderer.
- 3.4.** The tenderer shall not be permitted to withdraw his/her offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the

stipulations made herein or backs out after quoting the rates, the aforesaid amount of Earnest Money will be forfeited to the Government.

- 3.5. The tenders without Earnest Money Deposit will be summarily rejected.
- 3.6. No claim shall lie against the Government/Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

4. Preparation and Submission of Tender:

4.1. As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given in **Annexure VII** are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at - <https://eprocure.gov.in/eprocure/app>.

4.2. Department will not be responsible for any technical fault/ problem occurred in CPP portal and leading to non-submission of bids. Hence bidders are requested to upload their bids well in advance to avoid last minute issues.

4.3. For submission of bids two bid system will be followed:

A. Technical Bid: Technical bid should be submitted in form given in Annexure – III along with the following:

- a. Relevant documentary proof w.r.t. Nature of the tenderer (Public, Private, Sole proprietors etc.)
- b. Audited copies of balance sheet / profit & loss account for last three years
- c. Letter of Authority for being authorized to sign the tender document
- d. Technical Information (as per Annexure III)
- e. Signed and stamped copy of the tender and its Annexures

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

B. Financial Bid: The Financial Bid should be submitted in form given in Annexure – IV.

- a. The Financial Bids of the tenderers short-listed after evaluation of technical bids only will be opened on a specified date and time to be intimated to the

respective tenderer. A duly constituted Tender Evaluation Committee (TEC) will evaluate the Technical and Financial bids.

- b.** Department of Posts shall charge a Retail Post charges as 30% on the MRP of the envelopes to be sold through Post Offices.
- c.** Tenderers are required to quote MRP on which they would like to sale the Rakhi envelopes through Post Office. Rate quoted shall be per piece and inclusive of Retail Post charges of the Department of Posts and will be for supply of the items in designated Post Offices.
- d.** Vendor has also to pay service tax and any other tax payable to Government on the Retail Post charges payable to Department of Posts for sale of such envelopes through Post Offices.
- e.** Rates should be quoted in Indian Rupees (INR).
- f.** Financial bids will be evaluated on the basis of lowest rate offered by a bidder for a particular quality of Rakhi envelope and will be awarded contract.
- g.** Terms of payment as stated in the Tender Document shall be final.
- h.** At the time of payment, all the taxes, if any, shall be deducted as per Government rules and guidelines as may be prevailing from time to time. Tenderer will bear all such taxes.

5. Signing of Tender:

Individual signing the tender or other documents connected with contract must specify whether he signs as:

- a.** a representative of the company, in which case he must have authority to execute contracts on behalf of the company and to refer arbitration disputes concerning the business of the company either by virtue of the agreement or by a power of attorney
- b.** a partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- c.** Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.
- d.** a Sole proprietor

N.B.

- I. In case of partnership firms, a copy of the partnership agreement or general power of attorney duly attested by a Notary Public should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney.
- II. In the case of partnership firms, where no authority to refer disputes to arbitration concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by all partners of the firm.
- III. A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the Secretary, Department of Posts may, without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- IV. A person signing as 'Sole Proprietor' will furnish a declaration of such nature on stamp paper duly attested by a Notary Public.

6. Duration of Tender/ Contract Period

The period of contract would be one year with option on the part of the Department to extend the same for a period as per the decision of the competent authority on the same terms and conditions.

7. Validity of the bids:

The bids shall be valid for a period of 180 days from the date of opening of the tenders. This has to be so specified by the tenderer in the commercial bid. During the validity period, tenderer will not be allowed either to withdraw or revise his offer on his own. Once the tender is accepted, the rates and other terms & conditions will be valid for the entire agreement period.

8. Opening of Tender:

The tenderer is at liberty to be present at the opening of the tender either by himself or through not more than one authorized representative. The representative attending the opening of the tender on behalf of the tenderer should bring with him/her a letter of authority from the tenderer and proof of identification.

9. Responsibilities of the Contractor

- i. Supply of items to the Head Post Offices for first time for retail sale within the stipulated period of 25 days from date of receipt of indent.

- ii. Replenishment of the Post Office stock within 15 days from date of receipt of indent in addition to normal travel time.
- iii. Printing of the design approved by Department on such envelopes
- iv. To attach manufacturers quality assurance report with each consignment.

10. Criterion for Evaluation of Tenders:

- i. The Tender Evaluation Committee shall evaluate the tenders on the basis of
 - a. Eligibility criteria mentioned in para 1 of the Annexure II
 - b. Technical information furnished in form given in Annexure – III
 - c. The samples submitted as part of technical bids has to meet technical specification as given in Annexure V, and shall form basis of technical evaluation.
- ii. Commercial bid (Annexure IV) of only such tenderers found valid as per para (10.1) above will be opened on the date, time and venue to be announced by the Tender Evaluation Committee.
- iii. It must be kept in view that no decision will be given by the Tender Evaluation Committee or any inferences drawn during the meeting of this Committee by the tenderers or their representatives will be their own view and the Department will not be responsible and abide by the same. The reason for selection or rejection of a particular tender will not be disclosed. The award of work will be subject to fulfillment of Parameters and technical Specifications as given in the Annexure II of this tender.

11. Right of Acceptance:

11.1.The Department of Posts reserves all rights to reject any tender including those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of Department of Posts in this regard is final and binding.

11.2.Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's quotation.

12. Communication of Acceptance:

Successful tenderer will be informed of the acceptance of his tender. Necessary Instructions regarding the amount and time provided for Security Deposit will be communicated.

13. Time Schedule for supply:

13.1.First supply should be made to the identified Post Offices within 20 days after placement of the indent. Thereafter, it shall be supplied on a regular basis as and when required. Tenderer will ensure regular supply and management of inventory.

13.2. Supplies are to be made to Head Post Offices which further supply to Sub Post Offices attached to them.

14. Security Deposit:

14.1. The successful tenderer will have to deposit in cash in any post office under UCR a sum of Rs. 2,50,000/- (Rupees two lakhs fifty thousand only) or 5 % of the value of the work order whichever may be more in favour of Department of Posts towards Security Deposit within 15 days from the date of acceptance of the tender and produce the receipt in original to the Department of Posts.

14.2. Alternatively, the security deposit can be furnished in the form of a bank guarantee for the amount for the period extending at least six months beyond the date of expiry of the agreement. The Security Deposit will not be adjusted against any payment due to the tenderer from the Department or the Central Government. In case the tenderer fails to deposit the security deposit within stipulated time, his bid will be cancelled and the bid of the next higher bidder will be considered.

14.3. The Security Deposit can be forfeited by order of the Department of Posts in the event of any breach or negligence or non-observance of any condition of agreement or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the agreement, such portion of the said security deposit as may be considered by the Department of Posts sufficient to cover any incorrect or excess payments made on the bills to the tenderer, shall be retained until the final audit report on the account of tenderer's bill has been received and examined or for six months whichever is earlier.

15. Insolvency etc.:

In the event of the tenderer being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing of any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the tenderer 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.

16. Breach of Terms and Conditions:

In case of breach of any of the terms and conditions mentioned above or hereof, the Competent Authority will have the right to terminate the agreement without assigning any reason thereof and nothing will be payable by this Department in that event and the security deposit shall also stand forfeited.

17. Subletting of Work:

The tenderer shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing of the Director General,

Department of Posts, which he/ she will be at liberty to refuse if he/she thinks fit.

18. Precautionary Measures:

- 18.1. While observing economy in costs in his own interest the tenderer must be careful that quality and cleanliness of the work is maintained as well as time schedule prescribed etc., should not be disturbed.
- 18.2. The tenderer must take every care to see that no consignment or any portion thereof falls into unauthorized hands. Care should be taken to execute the work under proper security conditions and no consignment or part thereof is stolen or leakage allowed by the tenderer or any of his staff member or anybody else whether at the behest of tenderer or his staff or otherwise.

19. Terms of payment:

- 19.1. Neither any payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the agreement.
- 19.2. The tenderer will be paid the amount of the envelopes sold after deducting the Retail Post charges of the Department and applicable taxes within 15 days in the next month for preceding month's sale.
- 19.3. All payments shall be made by an Account Payee cheque/ECS only. Payments will be made by identified Post Office(s).
- 19.4. The Department of Posts shall be at liberty to withhold any of the payments in full or in part subject to recovery of liquidated damages mentioned.
- 19.5. The term "payment" mentioned in this para means all types of payment due and payable to the tenderer arising on account of this contract excluding Earnest Money and Security Deposit governed by separate clauses of the contract.

20. Damaged/ tampered consignments and security.

- 20.1. Damaged or tampered consignments will not be accepted by the Government and will be returned to the Contractor at his cost.
- 20.2. Vendor will be responsible for safe and secure delivery of consignments. Department will not be responsible for any loss/ damage of the consignments during transmission.
- 20.3. Department will make arrangements, similar to other postal articles, for safety and security of consignments during its stocking in the Post Offices but will not be responsible and compensate for any damages occurring to these stocks.

21. Samples:

- 21.1. Bidders are required to submit two sample envelopes. Envelopes should be of same/ higher quality/ specification as indicated in NIT document.

21.2. Samples, kept in a cover, may be sent through Speed Post to '**Deputy General Manager, Room. No. 514, BD & M Directorate, Dak Bhawan, New Delhi - 110001**' so as to reach before due date and time of opening. Cover may be superscripted with '**Sample with respect NIT for supply of Rakhi envelope**'.

21.3. Alternatively samples may be dropped in the tender box kept in Room. No. **517 - D** for this purpose.

22. Execution of agreement:

22.1. Award of contract under the tender will be deemed as a valid agreement. There would not be any requirement of signing a separate agreement. Terms & conditions mentioned in the tender document will be taken as terms & conditions of agreement.

22.2. Bidder(s) will be required to sign an integrity pact with the Department before undertaking the contract as given in Annexure VI.

23. Duplication of Clause

Whenever there is duplication of clause either in the terms and conditions or in the agreement, the clause, which is beneficial to the Department of Posts will be considered applicable at the time of any dispute.

24. Termination of agreement

The agreement would be valid for a period of one year with an option resting with Department of Posts to extend the same by for a period as decided by the competent authority of Department of Posts on same or mutually agreed terms and conditions. However, the Department of Posts reserves the right to terminate the agreement by giving one month's advance notice without being liable to give any reason for terminating the agreement and also without being liable to pay any compensation. Notwithstanding this, the Department of Posts reserves the right to terminate the agreement forthwith upon any of the conditions as mentioned in the agreement. Material already supplied to the Post Offices before expiry/termination of the Agreement may remain in the Post Offices for account settlements for next six months. All the remaining material will be returned to the supplier with the final payment in that period.

25. Arbitration:

If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal containing a Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. Such request shall be accompanied with a

panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The arbitration proceedings shall take place at New Delhi and shall be conducted in Hindi or English. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

Tender No .36-23/2012- BD & MD (Vol.-II)

Tender for Supply of Rakhi envelopes on sale or return basis

ANNEXURE – II

PARAMETERS AND TECHNICAL SPECIFICATIONS

NOTE: All information / undertaking sought in this Annexure should be enclosed with the Technical Bid

- 1. Eligibility Criteria:** the following eligibility is prescribed for the tenderer. Failing to qualify in any of these eligibility criteria will make the tenderer ineligible for opening of commercial bid.
 - a.** The tenderer shall have turnover of not less than Rs. 1.5 crore p.a. in last three financial years (each year). The tenderer will furnish audited financial statements of the last three financial years.
 - b.** The tenderer should be in business of manufacturing/selling envelopes for the last three years as on 01st April 2014.
- 2. Other Conditions:**
 - a.** The tenderer should supply envelopes of the specification given in Annexure V.
 - b.** The tenderer shall also arrange for printing of multi-colour design on such envelopes as approved by Department and supply them to the identified Post Offices.
 - c.** In case Department procures advertisement for the envelopes, the same will be printed by the tenderer on the envelope without any extra cost. The envelopes with advertisement will not be returned to the tenderer as these envelopes will bear advertisement procured by India Post. Department will make the payment for such unsold envelopes (with advertisement) after expiry/termination of the Agreement and the stock will remain with India Post for further sale.
 - d.** The tenderer shall invest in marketing/publicity of the envelopes on mutually agreed terms & conditions. Department will also promote these products.
 - e.** Approved tenderer will also ensure printing of specifications and MRP on the envelopes.
 - f.** Shelf life of the envelope should not be less than 180 days.

Tender No. 36- 23/2012- BD&MD (Vol.-II)

Department of Posts

ANNEXURE - III

TENDER FORM - 1 - TECHNICAL INFORMATION AND UNDERTAKING

(See Clause 4 of Annexure I of this Tender Document)

1	Name and Address of the tenderer Phone No. and email id		
2	Nature of the tenderer (Attach copy of Certificate of Incorporation)	<input type="checkbox"/> Private Company	
		<input type="checkbox"/> Public Company	
		<input type="checkbox"/> Sole Proprietor	
3	Year from which the tenderer is involved in the business of envelopes		
4	Details of earnest money paid. (Supported by copy of receipt from Post Office)		
5	Turnover of the tenderer in the last three financial years (supported by the audited accounts/ copy of annual report etc).	Year	Turnover in Rs
6	Whether samples of specification of envelopes bidding for is submitted along with quality assurance certificate of the manufacturers		
7	Whether the authority to sign the tender in terms of para 5 of Annexure-I attached		
8	Whether audited copies of balance sheet and Profit & Loss account for the last three year is enclosed		

9	Details of the team manager (name, address, phone no. and e-mail id) of the tenderer that are managing the affairs	
10.	Material of paper used in manufacturing the envelopes	
11	Shelf life of the envelope	
12	Date and signature of the tenderer with the stamp of the organization	

UNDERTAKING

1. I/We undertake that I/we have carefully studied all the terms and conditions and understood the parameters of the proposed supply of envelopes on sale or return basis to the Department of Posts and shall abide by them.

2. I/We also undertake that I/we have understood “Parameters and Technical Specifications” for executing the work related to supply of envelopes on sale or return basis mentioned in Annexure II of the Tender No. 36-23/2012-BD&MD Vol II dated __April, 2014 and shall conduct the work strictly as per these “Parameters and Technical Specifications for Supply of envelopes on sale or return basis.

3. I/We also undertake that the samples being supplied with the Bid are in accordance with specifications given in Annexure – V to the NIT and I/We shall be responsible for rejection/cancellation of Contract if the samples are not found up to the mark or for civil/criminal proceedings if the material supplied is found sub-standard or not in accordance with the sample furnished along with the tender at a future date.

4. I/We further undertake that the information given in this tender are true and correct in all respect and we hold the responsibility for the same.

(Dated Signature of Tenderer with
stamp of the tenderer)

Tender No.36- 23/2012-BD&MD (Vol.- II)

Department of Posts

ANNEXURE - IV

**TENDER FORM - 2 - COMMERCIAL INFORMATION
(Commercial Bid)**

(See Clause 10 of Annexure I of this Tender Document)

Sub: Notice Inviting Tender for supply of envelopes on sale or return basis

1. Rate for the Supply of envelopes on sale or return basis

Description of job (envelopes)	MRP in Rs. Per envelope
Production and supply of specially designed envelopes for Rakhi	

Rates quoted are inclusive of taxes payable by the bidder.

(Dated Signature of Tenderer
with stamp of the tenderer)

Tender No.36- 23/2012-BD&MD (Vol.-II)

Department of Posts

ANNEXURE – V

The specification of the envelopes is as under:

- i.** Envelope will be open side with size 11 cms X 22 cms.
- ii.** The envelope should be made up of a printable substrate of thermally bonded high density polyethylene material of approximately 55 GSM density and having thickness of approximate 150-170 microns.
- iii.** The material should be rip resistant, excellent tear strength and excellent tensile strength should be antistatic and corona treated for excellent printability, have high opacity (98% approx) and high whiteness.
- iv.** The material should be water/moisture resistant.
- v.** Material used for manufacturing the envelope should be recyclable.
- vi.** Tensile strength : (To ascertain force required to stretch the substrate)

Range - 100 - 120 N/inch (Machine Direction) Test method: DIN EN ISO 1924- 2
Range - 115 - 135 N/inch (Cross Direction) Test method: DIN EN ISO 1924- 2
- vii.** Mullen Burst : (to ascertain pressure required to puncture the material)

Min: 700 kPa Test Method: ISO 2758 (01)
- viii.** The material should be writable with ball pen.
- ix.** The material should be able to stamped and endorsed.
- x.** Flap of the envelope should be self adhesive. The adhesives used for closing the envelope should match the tear resistance envelope material.
- xi.** The envelopes will be of light pink, light yellow and dark yellow colours.

Tender No.36- 23/2012-BD&MD (Vol.-II)

Department of Posts

ANNEXURE – VI

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____ 2014, between, on one hand, the President of India acting through General Manager (BD), Department of Posts, Government of India (hereinafter called the “Government”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s ____ represented by Shri ____ (hereinafter called ‘Contractor’ which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the GOVERNMENT invites bids from suppliers/manufacturers of envelopes to supply envelopes of various types/sizes and the contractor is willing to offer the same and

WHEREAS the Contractor is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the GOVERNMENT is a Department of the Government of India 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 GOVERNMENT to obtain the desired said stores 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 BIDDERS 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 GOVERNMENT will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Commitments of the GOVERNMENT:

- 1.1** The GOVERNMENT undertakes that no official of the GOVERNMENT, connected 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 BIDDER, either for themselves or for any person, organisation 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 GOVERNMENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the GOVERNMENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

Commitments of BIDDERS

- 3.** The BIDDER 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 BIDDER 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 GOVERNMENT, connected directly or indirectly with the bidding process, or to any person, organisation 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 BIDDER further undertakes that it has not given, offered or 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 GOVERNMENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the

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

- 3.3** BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4** BIDDERS 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 BIDDER further confirms and declares to the GOVERNMENT that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the GOVERNMENT or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, 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 BIDDER, 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 intends to make to officials of the GOVERNMENT 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 BIDDER 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 BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9** The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the GOVERNMENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care least any such information is divulged.
- 3.10** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the GOVERNMENT, or alternatively, if any relative of an officer of the GOVERNMENT has financial interest/stake in the BIDDERS's firm, the same shall be disclosed by the BIDDER 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 BIDDER 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 GOVERNMENT.

4. Previous Transgression:

4.1 The BIDDER 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 BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER 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 BIDDER shall deposit an amount of Rs. 1,00,000/- as Earnest Money, with the GOVERNMENT in any Post Office under UCR.)

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 BIDDER and the GOVERNMENT, including warranty period, whichever is later.

5.3 In case of the successful BIDDER 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 GOVERNMENT 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 GOVERNMENT to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations:

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the GOVERNMENT 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 BIDDER. However, the proceedings with the BIDDER(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 GOVERNMENT and the GOVERNMENT shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the GOVERNMENT and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the GOVERNMENT in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the GOVERNMENT along with interest.
- vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the GOVERNMENT resulting from such cancellation/rescission and the GOVERNMENT shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five year, which may be further extended at the discretion of the GOVERNMENT.
- viii. To recover all sums paid in violation of this Pact by BIDDER(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 GOVERNMENT with the BIDDER, the same shall not be opened.

- x. Forfeiture of Performance Bond in case of a decision by the GOVERNMENT for forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The GOVERNMENT 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 BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), 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 GOVERNMENT to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of the Pact.

7. Fall Clause:

7.1 The BIDDER 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 if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER 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 BIDDER, if the contract has already been concluded.

8. Facilitation of Investigation:

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

9. Law and Place of Jurisdiction:

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

10. Other Legal Actions:

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

11. Validity:

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 1 year or the complete execution of the contract to the satisfaction of both the GOVERNMENT and the Contractor, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 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.

12. The parties hereby sign this Integrity pact at _____ on _____

GOVERNMENT

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Department of Posts

Witness Witness

1. _____

1. _____

2. _____

2. _____

Tender No.36- 23/2012-BD&MD (Vol.-II)

Department of Posts

Annexure VII

Instruction to bidders

1. Procedure for Registration by the Bidder

- 1.1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll" on the CPP Portal.
- 1.2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 1.5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 1.6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2. Searching for Tender Documents

- 2.1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2.2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 2.3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. Procedure for preparation and submission of bids

- 3.1. The documents should be page numbered and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid
- 3.2. Bidder should take into account any corrigendum published (if any) on the tender document before submitting their bids
- 3.3. The documents should be page numbered and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid.
- 3.4. Bidder should take into account any corrigendum published (if any) on the tender document before submitting their bids.
- 3.5. Bidders are advised to go through the Tender advertisement and the Tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3.6. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid documents may be scanned with 100 dpi.
- 3.7. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process
- 3.8. As part of the bid, bidder should provide all the documents as follows:-
 - Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
 - The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

- The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- All the documents being submitted by the bidders would be encrypted to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings

4. Assistance to Bidders

- Any queries relating to the NIT document and the terms and conditions contained therein should be addressed to the **Dy. General Manager**, Room No. 510, DakBhawan, Sansad Marg, New Delhi-110001, Telephone Number:011-23096110, FAX:011- 23096144
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.