



**GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGY
DEPARTMENT OF POSTS
(PHILATELY DIVISION)**

DAK BHAWAN, SANSAD MARG,
NEW DELHI –110001

Dated: 26/09/2016

Tender No. 26-5/2016-Phil

TENDER NOTICE

For and on behalf of the President of India, sealed tenders are invited from eligible bidders for preparation and supply of “**Digital Blow-Ups**” of stamps by the Department of Posts, Dak Bhawan, Sansad Marg, New Delhi-110001.

Scope of Work	Preparation and supply of “ Digital Blow-Ups ” of stamps by the Department of Posts, Dak Bhawan, Sansad Marg, New Delhi
Cost of Tender Document	Rs. 100/- (One Hundred only)
Earnest Money Deposit (EMD)	Rs. 6,000/- (Six Thousand Only)

2. Prospective bidders desirous of participating in this tender may obtain the tender document containing the detailed terms & conditions on payment of Rs. 100/- (Rs. One Hundred only) from the undersigned, in this office on any working day (Monday to Friday) from 10.00 am to 5.00 pm till **17/10/2016**. The Tender form can also be downloaded from the website of the Department of Posts i.e. www.indiapost.gov.in. However, the tender document fee of Rs 100/- can be deposited in UCR at any post office and receipt granted by the post office should be attached with the technical bid of this tender document and the same must be sent to the Philately Division, Room No. 108/M, Dak Bhawan, Sansad Marg, New Delhi-110001 along with the EMD receipt latest by **17/10/2016**.

3. The tender complete in all respect in all cases must be received in this office before the date and time indicated in the Schedule of Tender in Page 2 of this Tender Document. The tenders shall be submitted as per instructions given in Section-III ‘**Instructions for Bid Submission**’ of the Tender Document.

(S.L. Patel)
Assistant Director General (Philately)
Phone: 011-23096034/23036982
Email: philatelydivision1@gmail.com

Tender Schedule

Tender No.	26-5/2016-Phil
Name of Organization	Department of Posts
Date of Issue/Publishing	26/09/2016 (15:00 Hrs)
Document Download/Sale Start Date	26/09/2016 (15:15 Hrs)
Last Date and Time for submission of Bids	17/10/2016 (17:00 Hrs)
Date and Time of Opening of Tender	18/10/2016 (16:00 Hrs)
Address for Communication	Philately Division, Room No. 108/M, Dak Bhawan, Sansad Marg, New Delhi -110001 Tel No. 011-23096034/23036982 Email : philatelydivision1@gmail.com Website: http://www.indiapost.gov.in

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SECTION – II

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

- (a) **"The Purchaser"** means the Philately Division of Department of Posts (DoP), Dak Bhawan, New Delhi-110001 through Assistant Director General (Philately).
- (b) **"The Bidder or "Party"** means company/firm/supplier who participates in this tender and submits bid.
- (c) **"The Supplier"** means the successful bidder (s) who is awarded contract for preparation and supply of "Digital Blow-Ups" in this tender.
- (d) **"The Goods"** means the materials, which the Supplier is required to supply to the Purchaser under the contract as mentioned in Annexure-I.
- (e) **"The Purchase Order"** means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- (f) **"The Contract Price"** means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.

2. ELIGIBLE BIDDERS

2.1 This invitation for bids is open to all the manufacturers of 'Digital Blow-Ups' or their authorized suppliers /distributors / dealers of the tendered items as given in **Annexure-I**. Bidders are required to provide tender authorization from the respective 'Digital Blow-Ups' to bid for the tender. Bids without proper and valid authorization will be summarily rejected.

2.2 All bidders are required to sign the Integrity Pact as given in Annexure-VI. The Integrity Pact duly signed by bidder / authorized representative must be submitted to this office along with the bid document by 5.00 PM on 17/10/2016.

3. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4. BID DOCUMENTS

4.1 The goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

- (a) Tender Notice
- (b) Instructions to Bidders
- (c) Special Instructions to Bidders for Bid Submission
- (d) General (Commercial) Conditions of the Contract
- (e) Special Conditions of Contracts
- (f) Format for Technical Bid
- (g) Format for Financial Bid
- (h) Format for Contract Form

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents with due diligence and care. **Each page of the bidding documents should be signed and stamped by the bidding firm/company. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid.**

5. DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall comprise of (1) Technical Bid and (2) Financial Bid.

5.1 The technical bid shall contain the following documents:

- (1) Technical Bid Form as per Annexure-II
- (2) Bid security of Rs. 6,000/- (Six Thousand only) through ACG 67 Receipt or EMD Exemption Certificate
- (3) Tender Document Fee of Rs. 100/- (Rs. One Hundred only) through ACG 67 Receipt
- (4) Declaration Form as per Annexure-III
- (5) Copy of Registration Certificate, PAN No. & TIN No. of the tenderer
- (6) Turnover details of 2014-15 and 2015-16 duly certified by CA
- (7) Integrity Pact as per Annexure-VI
- (8) Income Tax Returns for last two years (2014-15 and 2015-16)
- (9) Experience Certificate for the last two years (2014-15 and 2015-16).

5.2 The financial bid shall contain:

- (1) The Financial Bid Form as per the Annexure – IV

6. BID PRICES

6.1 The bidder shall quote the total composite price per unit inclusive of all levies and taxes (inclusive of VAT) as per the Financial Bid Format given in Annexure IV. The offer shall be in Indian Rupees only. No foreign exchange will be made available by the purchaser.

6.2 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. The price approved by the DoP for preparation and supply of 'Digital Blow-ups' will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in para 6.1 above. Any changes in the taxes shall have no effect on the price during the scheduled delivery period.

6.3 DoP will not entertain any conditional tender and such tender shall be rejected.

7. BID SECURITY (EMD) & TENDER FEE

7.1 Bidders shall have to deposit an amount of Rs. 6,000/- (Rs. Six Thousand only) as Bid Security and Rs 100/- (Rs. One Hundred only) as Tender Fee in any Post office in form of ACG 67 receipt separately. The original ACG 67 receipts is to be submitted with the Bid document. The Bid(s) without EMD & Tender Fee will be summarily rejected. However, bid(s) with valid EMD exemption certificate will be considered without EMD.

7.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct, which would warrant the bid security's forfeiture, pursuant to para 7.6.

7.3 A bid not secured in accordance with para 9.1 shall be rejected by the purchaser being non-responsive at the bid opening stage.

7.4 The bid security of the unsuccessful bidder will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. No interest and/or any other benefit shall be given on the EMD and only the Principal amount will be returned.

7.5 The bid security of successful bidder will be discharged upon the bidder's acceptance/signing of the contract and furnishing the performance security.

7.6 The bid security shall be forfeited:

(1) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form or

(2) If the successful bidder fails:

- to sign the contract
- to furnish performance security.

(3) In both the above cases i.e. 7.6 (1) & (2), the bidder will not be eligible to participate in the tender for same item(s) for two years from the date of signing of contract. The decision of DoP shall be final and binding in this regard.

8. PERIOD OF VALIDITY OF BIDS

8.1 Bids shall remain valid for 180 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive. The tender is invited for the period for two years only.

8.2 In exceptional circumstances, the Purchaser may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under Clause 8 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. **A bidder accepting the request and granting extension will not be permitted to modify his bid.**

9. SUBMISSION OF BIDS

The tenderer(s) must submit their bids manually in two covers. The bidders must carefully follow the special instructions to submit the bids mentioned in Section-III.

9.1 FEE/PRE QUAL/TECHNICAL BID COVER

This cover shall contain the following documents.

- (1) Technical Bid Form as per Annexure –II
- (2) Bid security of Rs. 6,000/- (Rs. six thousand -) or EMD Exemption Certificate
- (3) Tender Document Fee of Rs. 100/- (Rs One Hundred only) Declaration Form as per Annexure-III
- (5) Copy of Registration Certificate, PAN No. & TIN No. of the tenderer
- (7) Turnover details of 2014-15 and 2015-16 duly certified by CA
- (8) Integrity Pact as per Annexure-VI
- (9) Income Tax Returns for last two years (2014-15 and 2015-16)
- (10) Experience certificate last two years (2014-15 and 2015-16).

9.2 FINANCE COVER

This cover shall contain following items:

- (1) The Financial Bid Form as per the Annexure – IV

10. OPENING OF BIDS BY DoP

10.1 The purchaser shall open the sealed technical bids in the presence of bidders or their authorized representatives who choose to attend on due date and time. The bidders or their representatives, who are present, shall sign in the attendance. Only one person from each bidder shall be permitted to attend the bid opening.

11. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids the Purchaser may, at its discretion ask the bidder for the clarification of its bid. This may be intimated through letter communication.

12. BID OPENING PROCESS

12.1 Bid document which are complete in all respect received along with original EMD & Tender Fee will be opened as per tender schedule in the presence of bidders, if available.

12.2 Technical bids of only those bidders whose EMD, Tender Fee and other technical documents are found to be in order will be opened in same bid opening session.

12.3 Financial bids of only those bidders, whose bid are found technically qualified, will be opened subsequently for further evaluation.

12.4 One representative of each bidder would be allowed to be present at the time of bid opening. The representative must carry the entry pass and letter communication with him for attending the bid opening.

13. TECHNICAL EVALUATION

13.1 A duly constituted Tender Evaluation Committee (TEC) shall evaluate and shortlist the technical bids on the basis of parameters/ specifications provided in the Tender Document.

13.2 During the technical evaluation, if any of the parameter is not met, the bid will be summarily rejected.

14. FINANCIAL EVALUATION

14.1 The financial bids of only those bidders shortlisted from the technical bids by TEC will be opened in the presence of the representative. The date and time of financial bid opening shall be intimated to the respective bidders. The Financial bids of ineligible bidders will not be opened.

14.2 The ranking of tenders (L1 bidder) shall be determined on the basis of the consolidated rate, though rate for different components are required to be indicated against the item Nos. 1 (i) to (vi) in Annexure-IV of Financial Bid. Further, clause 4 of Section-V shall also be applicable for determining the award of contract.

14.3 No Enquiry shall be made by the bidder (s) during the course of evaluation of tender, after opening of bid, till final decision is conveyed to the successful bidder. However, the TEC/ its authorized representative can make enquiry/ seek clarification from the bidders, which the bidder must furnish within the stipulated time else the bid of such bidder will be rejected.

15. PLACEMENT OF ORDER

The Purchaser shall consider placement of orders for commercial supplies on those bidder(s) whose offers have been found technically, commercially and financially acceptable and whose goods have been approved/validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

16. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

16.1 DoP will have the right to increase or decrease the quantity of goods specified in Annexure-I without any change in the unit price of the ordered quantities or other terms and conditions at the time of award of contract.

16.2 In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 50% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the date of award of contract at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

17. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser's action. The decision of DoP in this regard shall be final and binding on all participating bidders.

18. SIGNING OF CONTRACT

The Signing of Contract Form shall constitute the award of contract to the bidder.

19. SUBMISSION OF PERFORMANCE SECURITY

The successful bidder(s) shall be required to submit the performance security of an amount equal to 10% of the value of the tender value within 10 days from the date of communication of acceptance of award. In this case, the total tender value is Rs. 3.00 lakhs (Rs. Three lakhs only). Mode of submission of Performance Security should be in the form of Fixed Deposit Receipt (FDR) or Bank Guarantee from a scheduled commercial bank or under ACG 67 from any Post office in favour of ADG (PHIL), Dak Bhawan, New Delhi-110001. The Performance Security should be valid for fourteen months. The contract shall be executed after the submission of the required performance security but within 21 days from the date of communication of acceptance of award.

20. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of Clause 19 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of Purchaser or call for new bids.

21. Purchaser reserves the right to blacklist the supplier for a suitable period who habitually failed to supply the items in time. Further, the suppliers whose goods/items do not perform satisfactory in the usage may also be blacklisted for a suitable period as decided by the purchaser. Purchaser also reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

Section-III

Special Instructions to Bidders for Bid Submission

Instructions to the Bidders for Bid Submission

The tender should be submitted in two parts namely Technical bid along with the proof of Bid Security Deposit (in form given in Annexure II and III) and Commercial bid (in form given in Annexure IV) and each should be kept in a separate sealed cover. Both the bids should be kept in another sealed cover addressed to the undersigned. The outer envelope containing sealed cover should bear the address, Tender Number and date, subject of tender, date and time of opening of the same. The inner envelopes should be superscripted with Tender Number, subject of Tender, whether the envelope is containing “Technical Bid” or “Commercial Bid” and date of opening of tender.

4) Bidder may go through the tenders published in the site and download the required documents/tender schedules for the tenders he/she is interested.

7) Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.

10) Bidder should prepare the EMD & Tender Fee as specified in the tender. The original should be sent through Speed Post/Regd. Post/ in person to ADG (Phil), Dak Bhawan, latest by the **5.00 PM on 17/10/2016**.

13) The bidder reads the terms & conditions and accepts the same to proceed.

15) The details of the EMD & Tender Fee, physically sent, should tally with the details.

22) Bidder will be responsible for any delay due to other issues.

28) For any queries, the bidders are asked to contact through e-mail philatelydivision1@gmail.com, Phone Nos.: 011-23096034/23036982.

SECTION – IV

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

The General Conditions shall apply in contracts made by the Purchaser for the procurement of “Digital Blow-ups” of stamps by the Department of Posts **for a period of two years from reputed firms.**

2. ADDRESSES

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

3. ELIGIBILITY CRITERIA

Only reputed firms whose annual turnover in the last two years is not less than Rs. 3 lakhs (Rs. three lakhs only) per year and have not less than three years experience in the field of preparation of Digital Blow-ups on the date of NIT and the firm should not have been black listed by any Central Government/State Govt./PSU are eligible for award of the contract.

4. DURATION OF TENDER/CONTRACT PERIOD

Duration of the contract shall be two years extendable on mutual consent by six months if the contract period has been satisfactory and the firms is willing to carry out the work on same rate, terms and condition.

5. STANDARDS

The Goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in Annexure-I.

6. TERMS AND CONDITIONS SPECIFIC TO THE CONTRACT

6.1. The supplier will collect the stamp design from the Department at his own cost on the date and time informed to him.

6.2 The payment for scanning only once will be made irrespective of number of Digital Blow-ups prepared by the contractor for orders of one or more than one Digital Blow-up(s) of a stamp.

7. EVALUATION OF COMMERCIAL BIDS

The Commercial Bids will be evaluated on the basis of the consolidated rate, though rate for different components are required to be indicated against the item Nos. 1 (i) to (vi) in Annexure-IV of Financial Bid. The Bidder found qualified on this basis will have to accept the rates quoted for ‘Preparation of Subsequent Copies of Digital Blow-ups’ if required.

8. TERMS/TIME OF DELIVERY

8.1 The tender is not transferable. Only one tender shall be submitted by one tenderer. The firm will supply Digital Blow-ups and shall not keep any spare copy of the colored prints/Digital Blow-ups. All the material generated during the process of preparation of black and white photo prints of the stamps and spare copies of negatives/photo prints will be the property of the Department of Posts, hence, may be handed over to the Department of Posts along with the final photo prints.

8.2 On subsequent occasion each time when additional copies of photo prints of any stamps are required, the Department will supply negative to the contractor for preparation of additional copies. After the work is over, the contractor will return the negative along with additional copies by observing all the conditions mentioned in the NIT.

8.3 After supply of photo prints, the supplier has to give an undertaking on the plain paper stating that he has submitted to the Department the required number of copies of photo prints, all the material generated during the process of preparation of black and white photo prints of the stamps and spare copies of negative photo prints. Failing which the payment related to that particular shall not be released until the undertaking is received.

8.4 Utmost confidentiality of work will be maintained by the Bidder/contractor to ensure that no other agency have access to the negatives/photo prints or any material relating to any stage of the work/process which will be exclusive property of the Department.

8.5 If at any future date the contractor or any of his employee/worker who handled the work of preparation of black and white photo prints of the stamps is found misusing any of the material generated during the process shall be liable for a criminal action.

8.6 All such material from the contractor shall be destroyed either in the premises of the contractor/his representative or brought to the Department and destroyed by following the due procedure in this regard.

8.7 The delivery of Digital Blow-ups will be made by the contractor at his own cost within two days or 4 days in case of bulk order, at the date and time specified by the Department and the goods shall remain at the risk of the Supplier until delivery has been completed. The delivery of the goods shall be to the ultimate consignee as given in the purchase order.

8.8 Samples of past work and paper as per specifications mentioned in Annexure-I may be provided along with Technical Bid.

9. PATENT RIGHTS

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in India Post Network.

10. PERFORMANCE SECURITY

10.1 The successful bidder(s) shall furnish performance security of an amount equal to 10% of the tender value within 10 days from the date of communication of acceptance of award. In this case, the total tender value is Rs. 3 lakhs. The contract shall be executed after the submission of the required performance security but within 21 days from the date of communication of acceptance of award. Performance Security may be furnished in the form of Fixed Deposit Receipt (FDR) or Bank Guarantee from a scheduled commercial bank or under ACG 67 from any Post office in favour of ADG (Phil), Dak Bhawan, New Delhi-110001.

10.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

10.3 The performance security will be discharged by the Purchaser after a period of sixty days beyond completion of the supplier's performance obligations including any warranty obligations under the contract.

10.4 In case, the successful bidder does not furnish the required performance security or does not accept the contract within the stipulated target dates, such non-compliance will constitute sufficient ground for forfeiture of EMD and further suitable action will be taken against the bidder.

11. FINANCIAL COMPETENCE

The bidder should have the turnover of Rs. 3 Lakhs per annum (Rs. Three Lakhs only) for the last two consecutive years i.e. 2014-15 and 2015-16. The bidder has to submit proof of turnover duly certified by a Chartered Accountant along with the Technical Bid.

12. INSPECTION AND TESTS

12.1 The Purchaser or his representative or a third party as decided by the DoP shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the Supplier or its Subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.

12.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the purchaser.

12.3 If any goods or any part thereof is found defective or fails to fulfill the requirements of the contract, the Inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective goods good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the Supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the Supplier the whole or any portion of goods as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the Purchaser shall be deducted from the amount payable to the Supplier.

13. PENALTY

In the event of the contractor failing to:

- (i) Observe or perform any of the conditions of the work as set out herein; or
- (ii) Execute the work in good and workmanlike manner and to the satisfaction of and by the time fixed by the Department of Posts;

(a) It shall be lawful for the Department of Posts in its discretion in the former event to remove or withhold any part of the work until such times as he may be satisfied that contractor is able to do and will duly observe the said conditions and in the latter event to reject or remove as the case may require any work executed otherwise than in a good and workmanlike manner to the satisfaction of and by the time fixed by the Department of Posts and in both or either of the events aforesaid to make such arrangements as he may think fit for the reproduction of the work so removed or work in lieu of that so rejected or removed as aforesaid on account and at the risk of the contractor.

(b) Provided further that if in either event any excess cost be incurred by reason of the difference between the prices paid and the accepted rates, the Department of Posts may charge the amount of such excess cost to the contractor and the same may at any time thereafter be deducted from any amount that may become due to the contractor under this or any other contract or from the Security Deposit or may be demanded of him to be paid within seven days to the credit of the Department of Posts.

(c) In the event of discovery of any error or defect due to the fault of the contractor at any time after the delivery of goods ordered, the contractor shall be bound, if called upon to do so, to rectify such error or defect at his own cost to the satisfaction of and within the time fixed by the Department of Posts. In the event of the delivery of any defective work, which owing to urgency or for any other reason cannot be wholly rejected, the Department of Posts shall have the power to deduct from any payment due to the contractor such sum as he may deem expedient.

(d) In the event of a work being wholly rejected, the Department of Posts may at its discretion either:

- (i) Permit the contractor to re-do the same within such time as he may specify at contractor's own cost which shall include the costs of all sorts i.e., materials, labour, overheads, transportation etc.; or
- (ii) Arrange to get the additional work done elsewhere and by any other person or from any source other than the contractor in which case the amount of extra cost, if any, shall be recovered from the contractor in the manner provided in sub-clause (b) of this clause.

(e) The powers of the Department of Posts under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause 15 above.

(f) Since the work being awarded to the contractor is of important nature the time schedule given in clause 14 must be adhered to failing which a penalty at the rate of 2% (Two percent) of the total cost of work for every day's delay or Rs. 100/- (One Hundred Only) per day on account of every day's delay, whichever is higher will be imposed; which will be recovered in the manner stated in sub-clause (b) of this clause.

(g) In case of failure of performance by any of the tenderes, the work may be assigned by the Department of Posts to any of the other firms empanelled or any other firm at the rate quoted by L-1

14. PAYMENT TERMS

14.1 Payment shall be made through cheque on receipt of the goods by Purchaser. No payment shall be made in advance nor shall any loan from any bank of financial institution be recommended on the basis of the order of award of work. For claiming the payment, following documents are to be submitted to the Purchaser:

(1) Delivery Challan

(2) Bill in duplicate duly pre-receipted

14.2 No payment will be made for goods found deficient even after delivery.

14.3 Penalty will be deducted from the bill in terms of para 13 of Section-IV.

15. PRICES

15.1 Prices charged by the Supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in his Bid.

15.2 Prices once fixed will remain valid during the period of two years from the date of award of contract. Increase and decrease of Taxes and other statutory duties will not affect the price during this period. **The rates quoted in the bid shall be inclusive of all taxes.**

16. LIQUIDATED DAMAGES

The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed no later than the dates specified therein.

17. NATURAL CALAMITY, STRIKE ETC.

In case of strike, combination of workmen or natural calamity of any kind, fire accidents or circumstances beyond the control of the firm causing stoppage of his work, whereby the delivery or completion of work may be suspended resulting in undue delay. The Department of Posts shall have the power during such stoppage to get the work done elsewhere without charging the contractor. No obligation will rest on the Department of Posts to pay for any portion of the work undertaken before such a stoppage. The contractor shall provide every facility for removal and use of materials as may be necessary for timely completion of the work.

18. 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 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 the 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.

19. BREACH OF TERMS AND CONDITIONS

In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason therefore and nothing will be payable by this Department in that event and the Security Deposit shall also stand forfeited.

20. SUBLETTING OF WORK

The firm 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 will be at liberty to refuse if he thinks fit.

21. RIGHT TO CALL UPON INFORMATION REGARDING STATUS OF WORK

The Department will have the right to call upon information regarding status of work at any point of time.

22. PRECAUTIONARY MEASURES

22.1 While observing the economy in costs in his own interest the contractor must be careful that quality and cleanliness of the work is maintained as well as time schedule prescribed etc., should not be disturbed.

22.2 The contractor must take every care to see that the work or any portion thereof does not fall into unauthorized hands. Care should be taken to execute the work under proper security conditions and no spare item of work/copies should be retained/sold or otherwise made over by the contractor or any of his staff member to any person other than the person(s) authorized by the Department of Posts.

23. TERMINATION FOR DEFAULT

23.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part

- a) if the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser
- b) if the Supplier fails to perform any other obligation(s) under the Contract; and
- c) if the Supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

23.2 In the event the Purchaser terminates the contract in whole or in part the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the Supplier shall continue the performance of the contract to the extent not terminated.

24. ARBITRATION

24.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matter the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Secretary, Department of Legal Affairs or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to his own duties or otherwise than the functions of the Secretary, Department of Legal Affairs or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Secretary, Department of Legal Affairs or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the Secretary, Department of Legal Affairs or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment on the ground that the arbitrator is DoP Employee or that he has to deal with the matter to which the agreement relates or that in the course of his duties as DoP Employee he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. 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 reasons whatsoever, Secretary (Posts) or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

24.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Indian Arbitration and Conciliation Act, 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

24.3 The venue of the arbitration proceeding shall be at New Delhi or such other Places as the arbitrator may decide.

30. DISCLAIMER

The near relatives of employees of the Department of Posts are prohibited from participation in this tender. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their spouses

The one related to the other in the manner as father son(s), son's wife, daughters & daughters husband, brothers and brother's wife, sisters and sister's husband.

31. LEGAL JURISDICTION

The agreement shall be deemed to have been concluded in the National Capital Territory (NCT) of Delhi and all obligations hereunder shall be deemed to be located at the NCT of Delhi and the courts within the NCT of Delhi will have jurisdiction to the execution of all other courts.

32. SET OFF

Any sum of money due and payable to the Supplier (including Security Deposit refundable to him) under this contract may be appropriated by the Purchaser or the DoP or any other person(s) contracting through the DoP and set off the same against any claim of the Purchaser or DoP or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the Supplier with the Purchaser or DoP or such other person(s) contracting through the DoP.

SECTION – V

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the 'Instructions to the Bidders' as contained in Section II & "General (Commercial) Conditions of the Contract" as contained in Section IV and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.
2. In case where EMD is not submitted in the manner prescribed the bid shall be summarily rejected.
3. The small scale industries registered with National Small Scale Industries Corporation (NSIC) for the tender items under single point registration scheme and desirous of claiming concessions available to such units inclusive of EMD should submit their latest NSIC certificates and documents in respect of their monetary limit and financial capability duly certified by NSIC with their technical bids. Also, other bidders who have been exempted for furnishing of EMD should provide supporting documents with their technical bids.
4. The 20% of the value of procurement of this tender for consumables would be from the Micro and Small Enterprises (MSEs) participating in this tender as per Ministry of Micro, Small & Medium Enterprises (MSME) order dated 25.04.2012. Out of this 20% target, a sub-target of 4% (i.e. 20% out of 20%) will be earmarked for procurement from MSEs owned by SC/ST entrepreneurs. All other relevant instructions of this order shall be applicable in this tender.
5. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the Purchaser.
6. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
7. Any clarification issued by DoP in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
8. The material shall be supplied duly packed from the manufacturer and the supply shall be completed within the delivery time as in clause 8 of Section IV from the date of placement of purchase order.
9. Award of contract will be done after the bidder selected if found to be technically, commercially and financially acceptable to DoP.
10. Duration of the contract shall be two years, extendable on mutual consent by six months if the contract period has been satisfactory and the firms is willing to carry out the work on same rate, terms and condition.

Annexure- I

PARAMETERS AND TECHNICAL SPECIFICATION FOR EXECUTING THE WORK

1. Normally, the Digital Blow-ups will be prepared in the following sizes (in inches):-
 - (i) 6x8
 - (ii) 7x9
 - (i) 8x10
 - (ii) 10x12
 - (iii) 12x15
 - (iv) 16x20
 - (v) 20x24
 - (vi) 30x40
 - (vii) 40x60

2. Scanning of the stamps will be done so as to give best results as regards colors and their brightness in the stamp.

3. The paper used will be of “High quality printing on 100-micron top image PVC film with matt gloss lamination” of reputed brand.

4. Mounting of colored prints will be got done on 3 mm sunboard as per suitability of the occasion and choice of the Department.

5. The edges of the Digital Blow-up will be perforated exactly as per that of the stamp.

6. The Digital Blow-up will be protected in a crate with bubble sheet placed between both.

7. The firm should also give quotations for the Digital colour prints, Sunboard/perforation and crating on “per square inch”.

8. Approximate total number of stamps for which colored photo prints required will be 100 approx.

9. The paper proposed to be used should be of reputed brand and “High quality printing on 100 micron top image PVC film with matt gloss lamination”.

Annexure- II

TECHNICAL BID

PROCUREMENT OF PRINTER CONSUMABLES

In pursuance of Department of Posts Tender No. 26-5/2016-Phil dated 26/09/2016, I/We hereby enclose the following information and documents duly stamped and self attested as desired in connection with above cited NIT.

1. Name of the tenderer/bidder :
2. Nature of concern :
(i.e. sole proprietor or partnership firm or a company or Govt. Concern)
3. Whether the bidder is a regd. Micro or Small Enterprise (MSEs) :
4. Full address of the operating office/branch :
5. Particulars of EMD deposited :
(No. of ACG67, Date, Amount)
6. Registration Details of the firm/bidder (copies required) :
7. PAN No. of the Bidder (copy required) :
8. VAT/ Sales Tax No. / Turnover details/ IT Returns (Copies required) :
9. Whether claiming EMD exemption :
(Copy of valid exemption certificate required)
10. Experience of similar work (Copies of the Supply Orders of other ministries should be submitted) :
11. Any other information related to this NIT :

Place: _____

Sign & Stamp of Authorized Person

Date: _____

Annexure- III

DECLARATION

1. I/We _____ Son/Daughter of Sh. _____
_____, _____ Proprietor/
Partner/ Director/Authorised Signatory of M/s _____ am/are
competent to sign the declaration and execute this tender document
(No. 26-5/2016.Phil).
2. I have carefully read and understood all the terms and conditions of the
tender which are fully acceptable to me.
3. The information / documents furnished along with the above tender are true and
authentic to the best of my knowledge and belief. I/we, am/ are well aware
of the fact that furnishing of any false information/fabricated document would
lead to rejection of my tender at any stage besides liabilities towards prosecution
under appropriate law.

(Signature of Authorised Person)

Date :

Full Name:

Place:

Seal:

Note:

1. The above declaration by the authorized signatory of the tenderer in token of
acceptance of all the terms and conditions should be submitted with the Technical Bid.
Technical bids without this form shall be summarily rejected.
2. The above declaration may also be furnished on the letterhead of bidder.

Annexure- IV

FINANCIAL BID FORM

To

Assistant Director General (Philately)
Room No. 108 B
Dak Bhawan
Sansad Marg,
New Delhi- 110001

Dear Sir,

Having examined the conditions of contract and specifications the receipt of which is hereby duly acknowledged, I/we, undersigned, offer to supply and deliver items as per Annexure-I in conformity with said conditions of contract and specifications for total sum of ₹...../- (₹.....) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence deliveries within the stipulated time as per tender and to complete delivery of all the items specified in the contract from the date of issue of your purchase order.

If our Bid is accepted, we will furnish the performance security for a sum not exceeding 10% of the contract value for the due performance of the Contract.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement. We understand that you are not bound to accept the lowest or any bid, you may receive.

Place: _____

Date: _____

Signature of the Authorized Signatory

Name: _____

Seal: _____

FINANCIAL BID

1. Rates proposed for manufacturing of Digital Blow-up with details

(in Rupees)

Sl.No	Particulars	Charges for	Amount
(i)	Rates for scanning of one stamp/Miniature sheet	Per stamp/ Miniature Sheet	
(ii)	Rate for preparation of First Copy of Digital colour print of the stamp Blow-up	Per Square Inch	
(iii)	Mounting charges on 3 mm Sunboard including Perforation charges	Per Square Inch	
(iv)	Rate for Preparation of subsequent copies of Digital Blow-ups	Per Square Inch	
(v)	Wooden Stretcher in rectangular/square size fitted at the back to support blow-up and one iron eyelet fixed in the middle for hanging on wall	Per Square Inch/ Per Running feet	
(vi)	Crating charges	Per Square Inch	
*Total Amount quoted by bidder			

2. The brand of paper proposed to be used:- “High quality printing on 100 micron top image PVC film with matt gloss lamination”.

Dated at

(Dated Signature of Bidder with stamp of the firm)

(* Rates offered by the bidder in the tender should be in whole Rupees and inclusive of all taxes & levies)

(* Rates in all columns should be filled otherwise bid will be rejected)

Annexure-V

Contract Form

This contract agreement (hereinafter called the Contract) is made on this ____ day of ____ 2016, between, on one hand, the **President of India acting through _____, _____, Ministry of Communications & IT/Department of Posts**, (hereinafter called the “Buyer”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) and **M/s. _____ represented by _____** (hereinafter called the “Seller”, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns). The parties hereto hereby agree to enter into this contract and agree as follows:

2. That WHEREAS the Seller will prepare and supply “Digital Blow-Ups” to the Buyer details of which are given in Annexure-I of this office tender notice no. **26-5/2016-Phil dated. 26/09/2016** the rates quoted by M/s.vide their tender Iddated as per all the terms and conditions given in Notice Inviting Tender (NIT) shall become part and parcel of this agreement.
3. That the Buyer would raise demand to Seller and the payment shall be done in accordance with Clause 14 of Section IV of aforesaid tender document.
4. The Performance Security would be encased by Buyer in case Seller fails to deliver items and/or breaches terms & condition of the aforesaid tender document.
5. In accordance with the Tender No. **26-5/2016-Phil** this agreement is made for a period of two years from,which may be extended by a further period of six months as decided upon to do so by the Buyer on the same terms, conditions and rates.

IN WITNESS THERE OF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS **DAY OF2016**

Signature on behalf of the Contractor by

Name:

Designation:

Witness of contractor:

1.

2.

Signature on behalf of the President of India

Name:

Designation:

Witness for DoP

1.

2.

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 _____2016, between, on one hand, the President of India acting through _____, _____(Designation of the officer), Ministry of Communications & IT/Department of Posts, Government of India (hereinafter called the “BUYER”, 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 _____(hereinafter called the “BIDDER/SELLER”, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure “Digital Blow-Ups” and the BIDDER/Seller is willing to offer/has offered the items and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER 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 BUYER 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 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 BUYER 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 BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, 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, 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 BUYER 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 BUYER 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 BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER 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 BUYER, 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 BUYER, 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 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, brokerages or inducement to any official of the Buyer 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 BUYER 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 BUYER 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 or intends to make to officials of the BUYER of 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 BUYER 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 lest 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 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 employees 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 BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER'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 BUYER.

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 (Bid Security)

- 5.1 While submitting bid, the BIDDER shall deposit an amount of Rs. 6,000/- (Six thousand only) as Earnest Money/Bid Security, with the BUYER through ACG-67 Receipt issued by any Post Office of India Post.
- 5.2 The Earnest Money/Security Deposit shall be valid up to a period of six months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, 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 Violations shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER 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 BUYER 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 BUYER 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 other 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 BUYER and the BUYER 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 BUYER, 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 BUYER 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 BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - vi. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER 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 years, which may be further extended at the discretion of the BUYER.
- 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 BUYER with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER 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 BUYER 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 this 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 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 to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER has appointed Ms. Chitra Chopra, Ex-Secretary to Govt. of India as Independent Monitor (hereinafter referred to as Monitor) for this pre-contract Integrity Pact. The contact detail of the external monitor is as under:

**Ms. Chitra Chopra, Ex-Secretary to Govt. of India
D-1/44, Vasant Vihar, New Delhi-110057**

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

- 8.3 The Monitor 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 Monitor has 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 BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER 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 Monitors shall submit a detailed written report to Secretary (Posts) within 8 to 10 weeks from the date of reference or intimation/complaint given to them by the Department or Bidders/Vendors. The Monitor, should the occasion arise, shall submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER 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.

10. Law and Place of Jurisdiction

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

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 the BUYER and the BIDDER/SELLER, 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.

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 at _____ on _____

BUYER
Name of the Officer
Designation
Department of Posts

BIDDER

Witness

Witness

1. _____

1. _____

2. _____

2. _____