

DEPARTMENT OF POSTS
OFFICE OF SUPDT. OF POST OFFICES BASTI DIVISION BASTI-272001

NOTICE INVITING E-TENDER

Online Tenders are invited on behalf of the President of India in two bid system for conveyance of Mails on contract basis by hiring of commercial vehicles from reputed firms/ transporters/ bidders by O/o the Supdt. of Post Offices, Basti Division, Basti, Department of Posts, India for two years. General terms & conditions of the tender, method of submission of tender, amount of Earnest Money/performance security deposit has been mentioned in Annexure–I. The Mail Motor Line over which Contractual mail motor is proposed to be run is given at Annexure–II, which may vary upon the various circumstances. The Performa for submission of tender has been given in Annexure–III for Technical Bid and Annexure–IV for Commercial Bid, Annexure–V for agreement & Annexure–VI for Pre-Contract Integrity Pact to this notice. Both the bids are to be uploaded online at website of Government e Marketplace (<https://gem.gov.in>). The schedule of bid is given as under: -

2. Schedule of Tender: -

Bid No	G/MMC/Basti RMS-Basti City Line/2024-25
Mode of Submission of Bid	Online Mode Only
Estimated cost of Bid Amount	Rs.11,48,820/- (Rs Eleven Lakh Forty-Eight Thousand Eight Hundred Twenty Only)
Date of uploading bid on GeM Portal	30.12.2024
Last date & Time for submitting of bids by bidders	21.01.2025 0900 Hrs
Earnest Money Deposit	Rs 22976/- (Rs Twenty-Two thousand Nine Hundred Seventy Six only), [2% of Tender Value]
Date and time of opening of e-Technical bid	21.01.2025 0930 Hrs
Cost of Bid Document	Zero
Venue	Office of the SPOs Basti Division, Basti – 272001
Date & time for Pre-Bid Conference	13.01.2025 1200 Hrs
Number of vehicles required & Period	01 (One) Vehicle & for 02 (Two) Years

3. The response to the tender should be submitted online by bidder on or before 21.01.2025 at 0900 hrs. in electronic format both for technical and financial proposal at the <https://gem.gov.in> using their Digital Signature Certificate. The concerned documents should be scanned and uploaded. Scanned copies of same should also be uploaded along with the technical E- Bid.
4. In case any of the bidders fails to physically submit the Demand Draft/Insurance Surety Bond for EMD up to hrs. on in O/o the Supdt. Of Post Offices, Basti Division, Basti, its Bid shall not be accepted.
5. Department of Posts will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well in advance.
6. Vehicle used for conveyance of mails having Global Positioning System (GPS) enabled facility will be required. Technical specifications are detailed in Annexure-I.
7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the e Bids.
8. Date, Time for Financial Bid opening will be intimated to the technically qualified bidders.

9. The copy of tender may be received from <https://gem.gov.in>
10. Tenders received by any means/ mode other than electronic or online format will not be considered and they will be summarily rejected.

Supdt. Of Post Offices
Basti Division Basti – 272001

Annexure –I

TERMS & CONDITIONS OF THE CONTRACT FOR CONVEYANCE OF MAILS BY HIRING OF COMMERCIAL PETROL/DIESEL/CNG VEHICLES

The interested parties must be capable of providing vehicles on their own on the following terms and conditions:

- 1.* Four-wheeler motor vehicles which are not more than **three years old i.e. the vehicles should have registered on or after December 2021** and have a load carrying capacity of not less than 1000 (One thousand Kilograms) kilograms and not more than 2499 Kilograms, with provision of seating arrangement for traveling of one postal official. There should be provision of sitting arrangement for travelling of 3–4-armed guard escorts whenever required. **Successful bidder should get the body of vehicle fully covered with water-tight metal sheets and provide doors with locking arrangements at rear compartment of the vehicle within 30 days of awarding tender.**
2. The rate for hiring vehicles should be quoted for per kilometer. The distance is to be calculated from the place of reporting to the place of release. The rates of petrol/diesel/CNG etc. run vehicles are to be given separately.
- 2.1 **Estimated value of the tender is Rs. 11,48,820/- (Rs Eleven Lakh Forty-Eight Thousand Eight Hundred Twenty Only)**
3. The vehicles will run within Basti Postal Division as per time schedule given from the date of signing of the agreement with the application of provisions of Clause 17 of the agreement & the details given in Annexure – II, which may vary depending upon the various circumstances.

Earnest Money:

4. Bid Security (EMD):

- (i) **Bid Security of Rs 22976/- (Rs Twenty-Two Thousand Nine Hundred Seventy-Six only, 2% of Bid Value)** shall be in the form of Demand Draft/Insurance Surety Bond in favor of The SPOs Basti and original Demand Draft/Insurance Surety Bond should be submitted physically on or before in the O/o Superintendent of Post Offices Basti Division Basti at hrs. on Scanned copy should be uploaded with technical e-bid of their tenders. The bid security is to remain valid for a period of 45 days beyond the final bid validity period. In case the company desires exemption from the Bid Security, they should submit the NSIC are the concerned ministry of department's valid registration certificate and upload scanned copy with the e-Technical Bid.
- (ii) No request for transfer of any previous deposit of Bid Security or payment of any pending bills, if any, held by the Department in respect of any previous contract will be entertained.
- (iii) Bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid amount of Bid Security money will be forfeited by the Government.
- (iv) The tenders without Bid Security will be summarily rejected.

- (v) No claim shall lie against the Government/Department in respect of erosion in the value or interest on the amount of Bid security or Performance security.

5. Performance Security:

The successful bidder will have to deposit Demand Draft/Insurance Surety Bond/cash in any post office under UCR, a sum equal to 3% of the total amount of contract awarded in favor of the Department of Posts towards Performance Security deposit within 7 days from the date of acceptance of the tender and produce the receipt in original to the Supdt. Of Post Offices, Basti Division, Basti. The Security Deposit will not be adjusted against any previous contract held by the Department of the Central Government or Department of Posts. The Performance security Deposit can be forfeited by order of the competent authority in the event of any breach or negligence or non-acceptance of any condition of the contract or for un-satisfactory performance or for non-acceptance of work order. On expiry of the contract, such portion of the said performance Security Deposit as may be considered by the Department of Posts, to recover any incorrect or excess payments made to the firm shall be retained and the balance returned.

6. The online tender must be submitted in two covers, one containing the Technical Bid (in the form given in Annexure – III) along with scanned copy of Demand Draft, and other documents required to be submitted and other containing the BOQ (Price Bid) (in the form given Annexure IV). The forms of tender and a copy of the schedule showing the timings and other details of the service required together with particulars regarding other terms and conditions of the contract and the form in which the bidder will be required to execute the agreement, may be obtained from website <https://gem.gov.in>. E-Tenders must be submitted on <https://gem.gov.in> up to hrs. on **and the electronic tenders will be opened in the office of the Superintendent of Post Offices Basti Division Basti on at Hrs** in the presence of the bidders' who wish to be present at the time of opening of the e-Technical bids. **Along with the technical bid, the bidder has to submit PRE-CONTRACT INTEGRITY PACT as prescribed by the Govt. of India (Annexure-VI). Bid submitted without the integrity pact shall not be considered.**
- 6.1 **Annual turnover of the bidder for last two financial years should be more than Rs. 17 Lakhs. Bidder should submit scanned copies of Income Tax Returns or Audited Balance Sheet and Profit & Loss Account for last two financial years (say 2022-23 and 2023-24) along with E- Technical bids.**
- 6.2 **Validity of the Bids: -**
Bid Life Cycle (From Publish Date) - **90 days**
Bid Offer Validity (From End Date) - **65 days**
Time to be allowed to the seller for technical clarifications during technical evaluation. - **15 days**
7. The competent authority reserves the right to reject any or all tender(s) without assigning any reasons.
8. The make and model of the vehicles should be specified separately. Scanned Copies of registration certificate, fitness certificate, and insurance should be uploaded along with E- technical bid. All the vehicles must have a valid road permit to run in the territory of UP Circle.

9. The successful bidder shall have to provide the desired number of vehicles.
10. The bidder should preferably have experience of providing vehicle(s) on hire to at least one government organization/PSU/a prominent private sector entity.
11. The vehicles shall be at the disposal of the Department of Posts for 7 days a week.
12. Contract charges include monthly charges of driver, repairs and maintenance of vehicle, insurance, petrol/diesel/CNG, oil and any other incidental expenses.
13. In the case of any accident, all the claims arising out of it shall be met by the bidder.
14. The vehicle will be kept neat and clean and in perfect running condition.
15. If the vehicle goes out of order, the Bidder shall provide a substitute vehicle immediately. In case vehicle does not report on time/does not report at all, the Department would have a right to hire a vehicle from the market and the additional cost incurred by the Department will be borne by the Bidder.
16. Dedicated vehicles should preferable be GPS enabled. The successful bidder will have the responsibility to get the GPS enable installed and provide the corresponding software as per following specification: -

A) General Requirement: -

- i) Online and real time tracking and monitoring capable of viewing the actual location of mail motor vehicle on a digitized/satellite map multiple vehicles on a single map. (Tenderes should have their own arrangement for providing continual access of digitized/ satellite map to the Department.)
- ii) Web enabled solution to provide information to control room about the status of vehicle on real time basis.
- iii) Land marking of the location of post offices on the digitized / satellite map.
- iv) Real-time two-way communication between vehicles and the control room (this feature is optional at the discretion of the department.)
- v) The software should be capable of integrating with the traffic management software of the department as per requirement.
- vi) Develop customized MIS.

B) Minimum technical parameter of Equipment: -

- i) GSM/GPRS modem.
- ii) Should be able to monitor with any PC with required software.
- iii) Monitoring and online data downloading capability directly from internet.
- iv) Data storage capability for a minimum of 90 days.
- v) Keypad – extendable.
- vi) Voice communication and miss call indicator.

- vii) Built in memory to store the data of 1000 location extendable up to 04 GB memory data.
- viii) Tamper proof – power disconnection alert.
- ix) Built in GPS odometer.
- x) Protection from power surge and electromagnetic interference.
- xi) Backup battery minimum 04 hours.
- xii) Units should have remote vehicle immobilization to stop the vehicle movement at the time of theft or hijack.
- xiii) Storage temperature 35 deg C to + 75 deg C.
- xiv) Unit should have SOS Alert, tamper alert, main power wire disconnection alert/ low battery alert.
- xv) SIM Pin (electronic) locking system to protect from-misuse.
- xvi) Unwanted call barring facility for both incoming and outgoing.
- xvii) The unit should have both GSM/GPS high gain active antenna inbuilt to prevent from possible mishandling or interruption of delegated items.
- xviii) The unit should have a minimum of 12 Channels GPS Antenna receiver.

C) Software Specification and Reports: -

The software of the GPS system should provide a customized solution generating a variety of reports and MIS essentially covering the following functionalities: -

- i) A Comprehensive Activity report including mail schedules as well as vehicle movement.
- ii) Stoppage report of vehicles which will show actual stoppage or detention of the vehicles at various offices. The offices provided with more than one touch of mail schedules at different timings should be shown in the report.
- iii) Speed report of vehicle for the trips.
- iv) Over-speed and over-stoppage report.
- v) Total distance report.
- vi) Land marking of Post offices/Railway Mail Service offices/ Transit Mail offices etc., is required on digital map to exactly locate the vehicle halts, movement between offices etc.
- vii) Provision should be made to enter data to display drivers name, vehicle regn. no., schedule no. / Name, time etc. in vehicle tracking report.
- viii) GPS web enabled software should have interlinked capability to integrate with software provided by the department.
- ix) The software should generate vehicle detention report at various offices indicating date-wise schedule name/ no., name of POs/ RMS/ TMO, schedule arrival departure, actual arrival, departure, detention and generate the drivers log-sheets etc. The vehicles passing near PO / RMS offices should not be shown as attended the offices.
- x) Software should have the provision accept substitute vehicle on the same schedule in case of accident / break down etc.
- xi) Provision of search engine to monitor movement of vehicles on schedule operations with vehicle registration, name of driver, previous and present stage, actual timing is to be made.
- xii) Provision should be made for managing the vehicle fleet of MMS and schedules in this software with edit facility.
- xiii) Route violation report.
- xiv) SMS provision to enable the schedule position.
- xv) GIS GPS should be of a suitable operating system capable of sharing required information to the CSI applications through Web-services as and when required.

- xvi) Software capable of history tracing for a minimum of 90 days.
- xvii) X and Y Geo- coordinate data capture at most precise level of locations to generate report at Address Level, Postal Code Level and Region/State Level.
- xviii) The software should also generate report on Geo Routing requirement like –
 - a) Distance and duration between two locations at the address level of location.
 - b) shortest route determination based on the locations shared with GPS GIS.
 - c) Route determination between various locations/ stops and selection of best route based on distance and traffic conditions.
 - d) Re-Routing functionality in case new locations are added and selection of best route based on distance and traffic conditions.
 - e) Nearest vehicle identification to the broken-down vehicles.
 - f) In case of breakdown of MMS vehicles, information about the nearest MMS vehicles shall be available from the GIS GPS software.

The Department will be at liberty to alter/ modify the reports or number of reports required depending on the actual need once the systems are installed.

- 17. The driver should have valid driving license & the vehicle should be registered with the concerned authorities of Central/State Govt. A certificate to this effect should be provided. The drivers of the vehicle provided must follow traffic rules and other regulations prescribed by the Government from time to time.
- 18. The contract between the Department and the Transport Operators can be cancelled with prior notice of at least 60 days by either party to the contract.
- 19. A penalty of Rs. * Per day per vehicle will be levied if any vehicle fails to meet the terms & conditions prescribed herein on any day. However, in case of frequent violations of the terms & conditions, the contract can be cancelled forthwith without any notice. In the event of non-completion of any journey or of delay in completion of any journey in accordance with the time table hereinbefore provided and in the event of failure to deliver or take up any postal article or mail bags at any of the places, failure to maintain efficient service to offices prescribed in the schedule of trips, the bidder shall be liable to pay the under mentioned amounts.

S No	For	Amount *
1	Failure to complete any journey	Rs. 15 per km
2	Delay in completing any journey, of not more than one hour	Rs. 8 per km
3	Delay in completing any journey, of more than one hour and not more than two hours	Rs. 10 per km
4	Delay in completing any journey, of more than two hours and not more than three hours	Rs. 11 per km
5	Delay in completing any journey, of more than three hours	Rs. 11.50 per bag
6	Failure to deliver or take up any postal article or mail bags at any station	Rs. 5 per bag
7	Delay in delivery or taking up any postal article or mail bag at any station – First day Second day	Rs. 5 per bag Rs. 6 per bag

	For each subsequent day	Rs. 7 per bag
8	Failure to stop when required at any intermediate station	Rs. 50 per station

PROVIDED ALWAYS that the bidder shall not be liable to pay any such amount under this clause for any such default delay or failure as hereinbefore described if and so far as the same shall have been caused by or be due to closing of the road by the District Board, Public Works Department, or the Police to motor vehicles carrying mails, violence of an army or mob or other irresistible force or robbery or dacoity or an act of God, but the fact that part of the road may become impassable for vehicular traffic shall not relieve the bidder of his liabilities under the contract and in such case notwithstanding anything hereinbefore contained he shall without extra cost to the Government, arrange to convey the postal articles and mail bags by mazdoors or other means where the road is impassable for vehicular traffic and thence in the manner hereinbefore provided.

PROVIDED FURTHER that the liabilities of the bidder to pay the amounts hereinbefore mentioned are without prejudice to the Government's other right to be reimbursed any expenses to which the Government is put to as a consequence of such default and other rights in respect thereof.

PROVIDED ALSO THAT if the bidder makes three such defaults within one month or fails to maintain an efficient motor vehicle service or to perform and observe any of the stipulations, agreements and conditions herein contained (as to which the decision of the said Head of the Circle will be final) or if the bidder becomes insolvent or if a company being wound up except as provided in clause 10 either voluntarily or compulsorily, the authority who has signed this agreement may, by a written notice, forthwith terminate the contract after a decision to terminate the contract is taken by the President of India in addition to or in lieu of any other remedies, and also declare forfeited the whole or any part of the security.

PROVIDED FURTHER that in the event of the contract being terminated under the third proviso of this clause, the said Head of the Circle, may in addition, at his option, take over and use all or any vehicles used by the bidder on such date for any period not exceeding four English calendar months, paying to the bidder for such use any reasonable amount to be determined by the Postmaster General, Basti Region Basti to cover all damages and losses to the vehicles or otherwise during such period.

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

20. The Driver, while performing the duty must be neatly dressed, should wear proper uniform & must carry a mobile phone in working condition, for which, no separate payment shall be made by the Department.
21. The Transport operator and driver shall be bound to carry out the instructions of the Department as well as of the Officers assigned to the vehicle.
22. A daily record indicating time and mileage for each vehicle shall be maintained in a logbook.

23. Dedicated Vehicles & Drivers must be provided & changes will be allowed only in exceptional circumstances. The vehicle must be available at any time of any day as desired by the Officer concerned.
24. In the event of the award of the contract and prior to execution of the contract, the bidder shall be required to submit copies of the Registration Certificate and comprehensive insurance Policies of the vehicles being offered for hire and particulars with photograph of the drivers dedicated to

each vehicle. He shall also be required to produce the vehicles in the office of the Supdt. of Post Offices, Basti Division, Basti for the physical verification / inspection.

25. **The contract will be effective for two years from the date of signing of contract** unless terminated earlier as per clause No.18 & 19. The contract may be renewed for a further period of one year as mutually agreed upon, subject to satisfactory performance.

26. Terms of payment: -

- (i) The bidder shall submit on or before the 15th day of the succeeding calendar month a bill in respect of such services showing the details of calculation with full particulars and documents in support thereof. The monthly remuneration shall be paid to the bidder(s) within 30 days of the presentation of the bill as aforesaid.
 - (ii) No payment shall be made in advance nor shall any loan from any bank or financial institution be recommended based on the order of award of work.
 - (iii) All payments shall be made by cheque only.
 - (iv) The Department of Posts shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties as per clause 18.
 - (iv) The term "payment" mentioned in this para includes all types of payment due to the firm arising on account of this contract excluding Bid Security and Performance Security governed by the separate clauses of the contract.
 - (v) The TDS and other taxes will be recovered from all the bills before making payments as per the rates and instructions prevailing at the time of payment.
27. All disputes, differences and questions arising out of or in any way touching or concerning this agreement or the subject matter thereof or the respective rights duties or liabilities of the parties under or in respect of this agreement (except the decision whereof is hereinbefore otherwise expressly provided for) shall be referred to the sole arbitration of any person appointed by the Chief Postmaster General, UP Circle, or in case his designation is changed or his office is abolished, to the sole arbitration of any person appointed by the officer who for the time being is entrusted, whether or not in addition to other functions, with the functions of the Chief Postmaster General, by whatever designation such officer may be called (hereinafter referred to as the 'said Officer'). There will be no objection to any such appointment that the person appointed is a government servant, that he had to deal with the matters to which this agreement relates and that in the course of his duties as such Government Servant he had expressed views on all or any of the matters in dispute or difference. The award of such arbitrator shall be final and binding on the parties to this agreement. It is a term of this agreement that in the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Chief Postmaster General, or the said officer shall appoint another person to act as arbitrator in

accordance with the terms of this agreement. Such persons shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

Upon every and any reference as aforesaid the assessment of costs incidental to the reference and award respectively shall be in the sole discretion of the sole arbitrator. The venue of the arbitration proceedings will be the office of the Chief Postmaster General at Lucknow or such other place which the sole arbitrator may decide.

Signature of Tenderer

Supdt. Of Post Offices
Basti Division, Basti - 272001

Annexure – II

Schedule of Mail Motor to be run between Basti RMS to Basti City Line.

(May change depending upon the various circumstances)

Schedule Arrival and departure of mail motor contract

S No No	From	Time	To	Time	Distance in K.M.	Remarks
1.	Basti RMS	0730	Purani Basti	0735	1	
2.	Purani Basti	0740	Basti DO	0745	3	
3.	Basti DO	0750	Basti HO	0755	3	
4.	Basti HO	0805	Walterganj	0815	9.5	
5.	Walterganj	0820	Basti HO	0835	9.5	
6.	Basti HO	0845	ITI	0850	2	
7.	ITI	0852	Basti Kutchury	0857	1.5	
8.	Basti Kutchury	0859	Civil Lines	0904	1.5	
9.	Civil Lines	0906	Gandhi Nagar	0912	3	
10.	Gandhi Nagar	0914	Orijote	0919	1.5	
11.	Orijote	0921	Basti BS	0926	1.5	
12.	Basti BS	0928	T B Clinic	0933	1	
13.	T B Clinic	0935	Dakhin Darwaza	0945	2	
14.	Dakhin Darwaza	0947	Purani Basti	0952	1	
15.	Purani Basti	0957	Pandey Bazar	1002	2	
16.	Pandey Bazar	1500	Walterganj	1515	9	
17.	Walterganj	1520	ITI	1530	7.5	
18.	ITI	1532	Basti Kutchary	1537	1.5	
19.	Basti Kutchary	1542	Civil Lines	1547	1.5	
20.	Civil Lines	1549	Gandhi Nagar	1559	3	
21.	Gandhi Nagar	1601	Orijote	1606	1.5	
22.	Orijote	1608	Dakhin Darwaza	1618	2.5	
23.	Dakhin Darwaza	1620	T B Clinic	1625	1.5	
24.	T B Clinic	1627	Basti BS	1632	1	
25.	Basti BS	1650	Basti HO	1655	3	
26.	Basti HO	1715	Basti DO	1725	3	
27.	Basti DO	1727	Purani Basti	1737	3	
28.	Purani Basti	1742	Basti RMS	1747	1	
Total Distance					82	

Supdt. Of Post Offices
Basti division Basti 272001

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

To

The President of India
Through Superintendent,
Basti Division Basti - 272001

WITH reference to the advertisement published in <https://gem.gov.in>, I thereby offer subject to the conditions hereinafter appearing, the following Technical Bid for conveyance of mail along with one/ two postal officials by motor vehicle(s) of the specifications for a term of Two years.

2. Details of Demand Draft/Insurance Surety Bond in respect of Bid security: -

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

(i)	Type of vehicle (three-wheeler/four-wheeler)				
(ii)	Make and Model of Vehicle				
(iii)	Year of Manufacture				
(iv)	Registration Nos./Date				
(v)	Type of fuel used				
(vi)	Fitness/ Road worthiness & Insurance validity of the Vehicle.				
(vii)	GPS facility is available or not				
(viii)	CCTV camera installed or not with 30 days recording facility.				
(ix)	Annual turnover of the bidder for 2021-22				
(x)	Annual turnover of the bidder for 2022-23				

4. I agree to provide name(s) of the existing customer(s) (if any) (list enclosed).
5. I agree that in the event of my e-Technical Bid being considered, I shall produce, on demand, for inspection of vehicle of prescribed specification and a permit from the District/Town authorities to run the service on the line within a week of receipt of communication to this effect.
6. In addition to the above, I agree to maintain 02 (two) spare vehicle(s) to be used in emergencies. I agree to provide vehicle(s) in good working condition.
7. I agree to run the motor vehicle(s) according to the time fixed in the said schedule.
8. If it is found at any time during the currency of the contract that owing to alternations in the schedule of trips (or additional trips being ordered) the average monthly mileage is more or less than

the monthly mileage mentioned in Clause 5, I agree to accept or allow a proportionate increase or decrease in the monthly remuneration as the case may require, worked out on the basis of the rate/km agreed to in the agreement.

9. I undertake the liability and responsibility for the safe custody and delivery of mails, etc., entrusted to me for conveyance between one office and another and to pay for the loss, suffered by Department of Posts due to missing of any bag/article in course of their carriage by me.
10. I shall not claim any special facilities, such as free accommodation for a garage or telephone connection etc, other than those provided for in the agreement.
11. I agree to carry free of charge postal officials in charge of mail when required to travel in my contracted vehicles.
12. I agree to carry postal stationery, as part of mails, and stores dispatches by Postal Stock Depot or the offices where such forms and stores are printed or stored, to the Post Offices, Railway and Steamer Stations and Railway Mail Services Offices named in the schedule attached to the agreement and such other places as may be required by the Chief Postmaster General/ Postmaster General/Director Postal Services/ Superintendent of Post Offices/ Superintendent Railway Mail Service/ the Postmaster, and shall not claim any extra remuneration on that account.
13. I am submitting DD/Insurance Surety Bond/Bankers cheque/P.O. ACG-67 receipt for Rs.....(Rupees.....) (the amount equivalent to 2% of the estimated total value of the contract) as bid security That the said sum shall be forfeited to Government if I withdraw my tender or in the event of its acceptance fail to execute the agreement and make the deposit as mentioned in Clause 13 and 15 whereof. I will not claim interest on this sum while it is in your custody. The aforesaid sum shall be returned to me within 30 days if my tender is not accepted. I further agree that in the case my tender is accepted, and I fail to start the service contracted for by the date (fixed by tender inviting authority) my earnest money shall be forfeited and my tender and contract shall be regarded as void, and I will have no claim of any sort upon the Government of India.
14. I agree to have this agreement registered and bear all the expenses in connection therewith covering the charge of stamps etc.
15. I agree if this tender is accepted, to furnish security deposit equivalent to 3% (Three percent) of the total value of the contract in one of the following forms-
 - (a) Post Office certificates at issue price up to the permissible limit transferred to the
 - (b) Deposit made in the Post Office Savings Banks up to the permissible limit and pledged to the President of India and the balance, if any, in the form (a) above.
 - (c) Bank Guarantee (for contract of high value) or DD or Insurance Surety Bond. Within seven days from this tender being accepted.
16. I agree not to make any attempt of negotiation direct or indirect with the authority to whom I have submitted the tender or the authority who is competent finally to accept it after I have submitted my tender or to make any endeavor to secure any interest for an actual prospective tender or to

influence by any means the acceptance of a particular tender. I agree that if I make any such attempt, it will render my tender liable to exclusion from consideration.

17. If my above tender is accepted, I agree to enter into an agreement on Non-Judicial Stamp Paper of Rs.100/- within two weeks of the acceptance of the tender and deposit the security money equal to 3% of total value of the contract.

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

Place: _____

Date: _____

(Signature) _____

Name of bidder _____

Address of bidder _____

Seal of Bidder

**ANNEXURE-IV
FORMAT OF TENDER DOCUMENT
BOQ (PRICE BID)**

**To,
The President of India
Through Supdt. Of Post Offices
Basti Division Basti- 272001**

Tender Inviting Authority : Supdt. Of Post Offices, Basti division, Basti- 272001						
Nature of Work: Contractual Mail Motor Service						
Contract No:- G/MMC/BASTI RMS- BASTI CITY LINE/2024-25						
Bidder Name & His PAN Number :						
<u>SCHEDULE OF WORKS</u> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Description of work	No.	Unit	RATE In Figures To be entered by the Bidder		AMOUNT Rs. P
				Rs. P	Words	
1.00	Motor vehicle for conveyance of Mail on contract basis as per tender document	1.00	Km		Rupees only	0.00
Total in Figures						0.00
Total in Words						Rupees only

**Name & Signature of the
Authorized Signatory**

ANNEXURE – V

AGREEMENT

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

THIS AGREEMENT made on the day of BETWEEN
.....

- (a) A company formed and registered under the Indian companies Act, 1913, having its registered office at..... (hereinafter called the bidder which expression shall include where the context admits their successors and permitted assigns).
- (b) Son of..... carrying on business under the name and style of.....at.....in the town of..... (hereinafter called the bidder which expression shall where the context so admits include his/her heirs, executors, administrators, representatives or permitted assigns:
- (c) All carrying on business in partnership under the firm name and style of at in the town of (hereinafter called the bidder which expression shall include where the context so admits all the partners of the said firm and their respective heirs, executors, administrators or permitted assigns), of the one part, AND the PRESIDENT OF INDIA acting by and through the authorized officer of Ministry of communications and information Technology, Department of Posts (hereinafter referred to as the Government which expression shall unless excluded by or repugnant to the subject or context shall mean and include its successors and permitted assigns) of the other part.

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

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

- a) If the bidder is a company
- b) If the bidder is an individual
- c) If the bidder is a partnership firm and strikes out the alternative not required as hereinafter mentioned and the said Government has accepted such offer upon the terms and conditions hereinafter appearing.

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

- i) Post Office certificates at issue price and pledged to the Chief Postmaster General/ Director Postal Services/ Superintendent, RMS

- ii) Deposits made in the Post Office Savings Bank pledged to the Chief Postmaster General/Postmaster General/Director Postal Services.....Circle/ Superintendent, RMS,
- iii) Bank Guarantee for the said amount/ DD/Insurance Surety Bond (for contract of high value).

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

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

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

- 1) The bidder shall, during the continuance of this contract, that is to say, for the period of.....years from the.....day of.....to the.....day of..... or until the said contract shall be terminated by such notice as is hereinafter mentioned or otherwise in due course of law (hereinafter referred to as the said contract period) duly and safely and expeditiously convey daily between the various post offices, Railway stations and aerodromes and places mentioned in the schedule hereunto annexed or any amendment thereof as may be made herein pursuant to the powers in that behalf contained in clause 5 hereof including any schedule substituted therefore (hereinafter referred to as the schedule of trips) by means of suitable motor vehicles as hereinafter provided in clauses 3,8,20, and 22, all Postal articles and mail bags as defined in the Indian Post Office Act 1898, all hereinafter referred to as the Postal articles and mail bags which by the Chief Postmaster General / Postmaster General / Director of Postal Services.....(hereinafter referred to as the said Head of the Circle) /The Supdt. Of Post Offices/ the Superintendent of RMS.....Division, hereinafter referred to as the said Senior Superintendent/the Postmaster/ the Postmasters of any places mentioned in the Schedule of the time being or any other person/persons in that behalf duly authorized, shall be required to be carried and conveyed between the said Railway stations and places as aforesaid to the satisfaction and under the general direction, in all respects, of the said Head of the Circle/the said Superintendent /the said Postmaster, provided that the said Head of the Circle/the said Senior Superintendent/the said Postmaster may by giving eight weeks' notice in writing to the bidder before the expiration of the said contract period, [extend the period of this contract by further period not exceeding twelve months on the same terms and conditions as are contained herein except this condition of renewal.](#)
- 2) The Bidder shall carry Post Office forms and stores dispatched by the Postal stock depot/the office where such forms and stores are printed and stored to the various Post Offices, railway and steamer stations and Railway Mail Service offices named in the Schedule attached to the agreement and such other places as may be required by the said Head of the Circle/the said Superintendent/the said Postmaster/the Postmasters of any of the places mentioned in the schedule of trips. Such forms and stores shall be deemed to be postal articles and mail bags for the purpose of this agreement.
- 3) The Bidder shall, for the due performance of this agreement, at his own expenses maintain, keep and provide to the satisfaction and approval of the said Head of the Circle/ the said Superintendent/ the said Postmaster, a sufficient number (to be settled by the said Head of the Circle in case of disagreement

and his decision shall be final) of motor vehicles of good reliable manufacturer of the following types or the type/types that may be specifically indicated by the competent authority.

- i) Three-wheeler delivery vans which are not more than three years old and have a load carrying capacity of not less than 500 kgs with provision of seating arrangement for travelling of one postal official whenever required. The metallic body of the three-wheeler (excluding the driver cabin) should be fully covered with metal and should have doors with locking arrangements.
 - ii) Four-wheeler motor vehicles which are not more than three years old and have a load carrying capacity of not less than 1000 kilograms with provision of seating arrangement for travelling of two Postal officials. There will also be provision of seating arrangement for travelling of..... (number to be specified) armed escorts whenever required. The four sides and the roof of the four-wheeler vehicle should be paneled with completely watertight metallic sheets and should have doors with locking arrangements.
 - iii) Four-wheeler motors which are not more than three-years-old and can carry loads of not less than 2500 kilograms with provision of seating arrangement for travelling of two Postal officials. There will also be the provision of seating arrangement for travelling of..... (number to be specified) armed escorts whenever required. The four sides and the roof of the four-wheeler vehicle should be paneled with completely watertight metallic sheets and should have doors with locking arrangements.
 - iv) Four-wheeler motor vehicles which are not more than four years old and have load carrying capacity of not less than 3500 kilograms with provision of seating arrangement for travelling of two Postal officials. There will also provision of seating arrangement for travelling of (number to be specified) armed escorts whenever required. The four sides and the roof of the four. Wheeler vehicles should be paneled with completely watertight metallic sheets and should have doors with locking arrangements.
 - v) No motor vehicles shall be used by the bidder for the purpose of this agreement until it has been submitted to the said Head of the circle/ the said Divisional Superintendent/ the said Postmaster and its style, power, design manufacture and body and other prescribed specifications have been approved by that officers for use under this agreement and the said Head of the circle / the said Divisional superintendent/ the said postmaster may require it to be painted or otherwise marked as he directs and the bidder shall forth with carry out the work at his expense to the satisfaction of the said Head of the circle/ the said Divisional superintendent / the said postmaster . All such motor vehicles shall be reserved by the bidder for use and shall be used solely and exclusively for the conveyance of the said postal articles and mail bags and postal officials and armed escorts within (Place) and for the performance of this agreement and shall be used for no other purpose.
- 4 The bidder shall during the continuance of the said contract punctually observe the timings mentioned in the schedule of trips for the departure and arrival from and to the various post offices railway stations and places mentioned therein for the various trips stated therein and shall follow the routes respectively prescribed in such schedule for particular trips between the various post offices railway stations and places mentioned in that schedule.
- 5 (a) Government by notice in writing by the said Head of the circle/ the said Superintendent/ the said Postmaster (Gazetted) on behalf of the head of the circle/ regional PMG shall be at liberty at any time or times or from time to time whenever deemed fit to make any alternations in the schedule of

trips or to cancel or alter the schedule of trips or to substitute therefore another schedule and again thereafter to cancel from time to time or alter the said or substitute a new schedule therefore but any such cancellation alteration or substitution purposed shall be made only after one week's prior notice to the bidder except in emergent cases. performed on of the circle/ the said superintendent/ the said postmaster/ the postmaster of any places mentioned in the schedule of trips may also at any time on 3 three hours' notice order in writing extra kilometrage to be run or an extra trip to be performed on any particular day and in the event of an extra trip being ordered he shall also fix the hours of arrival and departure of such additional trip and also specify the type of motor vehicles to be used for the purpose.

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

- 6 The Bidder shall for each trip specified in the schedule of trips during the contract period provide for the carriage of the said postal articles mail bags and postman and in the event of necessity armed escorts in every case such type of motor vehicles as may be deemed necessary and be prescribed for the time being by the said head of the circle/ the said Superintendent/ the said Postmaster having regard to the claimed amount of the said postal articles and mail bags and postman requiring conveyance and shall carry the said postal articles and mail bags irrespective of weight and bulk to the full capacity of the type of the motor vehicles so prescribed to be used for such trip.
- 7 The Bidder shall comply with the instructions of the said Head of the Circle/ the said Superintendent/the said Postmaster/the Postmasters of various Post offices mentioned in the schedule of trips hereunto annexed as to the mode in which the said postal articles and mail bags shall be stored, packed and loaded in, or removed, from the motor vehicles of the bidder.
- 8 The bidder shall be solely responsible for obtaining necessary permits, licenses, etc. from the local authorities or State Governments. The bidder shall bear and pay all rates, taxes including service taxes etc. and fee levied by a local authority or a state government payable in respect of the motor vehicles provided by the bidder for the purposes of this agreement and shall at the bidder's own expense maintain all such motor vehicles and the machinery and all parts thereof clean and in good and proper working order and condition and fit for use and supply all fuel, lubricants, carriage lights, spare parts and other things necessary for the proper running thereof and for the due performance of the purposes of this agreement. All such motor vehicles shall as to their continual condition and fitness for the efficient performance of this agreement be subject, at all times, to the inspection and approval of the said Head of the Circle/the said superintendent/the said postmaster. All vehicles shall be fully repainted towards the end of March or October every year (according as the service is in the hills or in the plains respectively) and be kept otherwise in a presentable condition as required by the said Head of the Circle/the said Superintendent/the said Postmaster and at least one spare tyre and a tube be made ready and available for use shall be carried thereon.
- 9 The bidder hereby convinces and declares that no one connected with or in the employment of the Postal Department now has any interest in this contract nor shall any such person ever be admitted as a partner to any interest in this contract. The bidder shall furnish the Government in writing with full particulars of his business and shall also, if so required, furnish the said Head of the Circle/the

said Superintendent/the said postmaster with the name, parentage, age, residence and specimen of signature or thumb mark as the case may be of all the agents and servants whom he proposes to employ for the purposes of this contract before they are so employed and the Government shall be at liberty to forbid the employment of any person whom the said Head of the Circle/the said Superintendent/ the said Postmaster may consider undesirable.

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

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

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

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

13) The Bidder shall be solely and absolutely liable and responsible for the due, and safe custody and delivery in good order and condition of all letters, papers, dispatches, packets, parcels, documents, writings, articles and things forming part of the said postal articles and mail bags or any part thereof or of which the same or any part thereof may consist entrusted or delivered to him for carriage, conveyance and delivery under or in pursuance of this contract and for all losses thereof or damages or injuries thereto respectively from the time when such letters, papers, dispatches, packets, parcels, documents, writings, articles and things respectively shall be delivered to him for carriage and conveyance to the time when the same respectively shall be delivered by him to the proper officer of the post office or other authorized person on the termination of their carriage and conveyance from whatsoever cause such losses, damages or injuries shall arise and whether or not the same shall arise from the acts or defaults, criminal or otherwise, of his servants or agents and shall be liable to pay to Government the value of all or any of such letters, papers, dispatches, packets, parcels, documents, writing, articles, and things which may be lost and the amount of damage or injury to all or any thereto which may be damaged or injured between the times aforesaid and the amount of all other losses, damages, costs, charges or expenses whatsoever if any arising from the failure so to deliver the said postal articles and mail bags or any part or portion thereof in such good order and condition and at such times as aforesaid and the certificate of the said Head of the Circle of every amount payable by the bidder under this clause shall be conclusive as to the amount thereof and binding on the bidder.

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

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

S No	For	Amount
1.	Failure to complete any journey	Rs. 15 per km
2.	Delay in completing any journey, of not more than one hour	Rs. 8 per km
3.	Delay in completing any journey, of more than one hour and not more than two hours.	Rs 10 per km
4.	Delay in completing any journey, of more than two hours and not more than three hours	Rs. 11 per km
5.	Delay in completing any journey, of more than three hours	Rs. 11.50 per bag

6.	Failure to deliver or take up any postal article or mail bags at any station.	Rs. 5 per bag
7.	Delay in delivery or taking up any postal article or mail bag at any station First Day Second Day For each subsequent day	Rs. 5 per bag Rs. 6 per bag Rs. 7 per bag

PROVIDED ALWAYS that the bidder shall not be liable to pay any such amount under this clause for any such default, delay or failure as hereinbefore described if and so far as the same shall have been caused by or be due to closing of the road by the District Board, Public Works Department, or the Police to motor vehicles carrying mails, violence of an army or mob or other irresistible force or robbery or dacoity or an act of God, but the fact that part of the road may become impassable for vehicular traffic shall not relieve the bidder of his liabilities under the contract and in such case notwithstanding anything hereinbefore contained he shall without extra cost to the Government, arrange to convey the postal articles and mail bags by mazdoors or other means where the road is impassable for vehicular traffic and thence in the manner hereinbefore provided.

PROVIDED FURTHER that the liabilities of the bidder to pay the amounts hereinbefore mentioned are without prejudice to the Government's other right to be reimbursed any expenses to which the Government is put to as a consequence of such default and other rights in respect thereof.

PROVIDED ALSO THAT if the bidder makes three such defaults within months or fails to maintain an efficient motor vehicle service or to perform and observe any of the stipulations, agreements and conditions herein contained (as to which the decision of the said Head of the Circle will be final) or if the bidder becomes insolvent or if a company being wound up except as provided in clause 10 either voluntarily or compulsorily, the authority who has signed this agreement may, by a written notice, forthwith terminate the contract after a decision to terminate the contract is taken by the President of India in addition to or in lieu of any other remedies, and also declare forfeited the whole or any part of the security.

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

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

15) The said sum of Rs..... deposited as security deposit in any one of the prescribed forms shall be retained by government as security for the due and faithful performance by the bidder of all and

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

- 16) The bidder agreed to supply the vehicles as per Rate Chart per vehicle (Exclusive of Service Tax) as under:

S No.	Description	Rate (Rs.)
1.	Per kilometer per vehicle	
2.	No. of vehicles offered	

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

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

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

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

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

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

Example-I	Example-II
NIT Issued: 15.12.2016	NIT issued: 01.07.2017
Contract awarded: 15.01.2017	Contract awarded: 01.09.2017
Fuel price on 15.12.16 (NIT issued date) : Rs. 60.00 per liter (assume)	Fuel price on 01.07.17 (NIT issued date) : Rs. 63.00 per liter (assume)
Average fuel price after six full calendars month (Feb 17 to July 17) from the date of awarding of the contract i.e. month of August 2017 = Rs. 63.00 per liter (assume), this fuel price is average price of fuel of the full calendar month of July 17 and calculated as per the formula mentioned above.	Average fuel price after six full calendars month (Sep 17 to Feb 18) from the date of awarding of the contract i.e. month of March 2018 = Rs. 61.50 per liter (assume), this fuel price is average price of fuel of the full calendar month of February 18 and calculated as per the formula mentioned above.
Increase/decrease in average fuel price per liter (In Rs.): 63.00-60.00 = 3.00 Average Kms per liter of particular vehicle (assume): 8.00	Increase/decrease in average fuel price per liter (In Rs.): 61.50-63.00 = (-) 1.50 Average Kms per liter of particular vehicle (assume): 8.00
Increase/decrease of rate per Km: 3.00 = ----- = 0.375 (in Rs.) 8.00	Increase/decrease of rate per Km: (-) 1.50 = ----- = (-)0.1875 (in Rs.) 8.00

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

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

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

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

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

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

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

- 18) The Bidder(s) undertake(s) to run the motor vehicles for the purpose of this contract on (type of fuel) and also agrees that in case he uses any motor fuel other than(type of fuel) whether under the orders of the Central Government or any State Government or for any reason whatsoever to notify in advance to the said Head of the Circle/ the said Superintendent/the said Postmaster in writing the date from which such other motor fuel would be used, the Government may in its option either immediately terminate this contract or require the bidder(s) to carry out the contract for such period not exceeding a period of six months from the date from which such other fuel is used without claiming any extra remuneration either on account of the increased price of the motor fuel actually used or for any reason whatsoever.
- 19) That without prejudice to any right or remedy that may have accrued to either party by reason of any antecedent breach of any of the provisions herein contained or without prejudice to any claim of any nature whatsoever that the either party may have against the other in pursuance of these presents, this contract may be terminated at any time by either of the parties hereto giving to the other, two calendar months' notice in writing of his intention so to terminate the same.
- 20) Any notice required be given under these presents on the part of the Government shall be deemed to be duly given if signed by the said Head of the Circle/the said Superintendent/the said Postmaster /the person for the time being entrusted with the functions, duties and powers of the said Officers respectively and delivered to the Bidder or sent by registered post at his usual or last known place of residence or business and any notice required to be given hereunder on the part of the bidder shall be deemed to be sufficiently given if delivered or sent by registered Post to the office of the Head of the Circle /the Superintendent /the Postmaster.
- 21) The Bidder shall provide duly licensed drivers of the motor vehicles when used for the purpose of this agreement. The bidder shall pay the wages of every such driver. All such drivers shall be deemed to be the servants of the bidder, but they shall obey all orders and directions given to them by duly AUTHORISED postal officials for the purpose of carrying out the services to be performed by the bidder under this agreement. If the said Head of the Circle/the said Superintendent/the said Postmaster shall give notice in writing to the bidder that he has reason to be dissatisfied with the conduct of any driver, the bidder shall forthwith on receiving the complaint supply and substitute in the place of the driver complained of, another driver for the purpose of the contract.
- 22) If the Bidder shall die before the expiration of this contract, the Government may at its option either immediately terminate this contract or require the heirs or authorized representatives of the bidder

to carry out the same for such period not exceeding six calendar months as the Government may require.

- 23) The said Head of the Circle/the said Superintendent /the said Postmaster shall have the right in his absolute discretion to reject temporarily or permanently and require the bidder not to use accordingly any motor vehicle provided or kept by the bidder for the purpose of this agreement which he may consider unfit or unsafe to be employed for the purpose of carrying the said postal articles and mail bags or any such postal official as aforesaid notwithstanding that the same may have previously been approved under any clause hereof and any such rejection by him shall be conclusive and binding upon the bidder and in such events the bidder shall forthwith substitute for such motor vehicles so pronounced unfit and unsafe other fit and safe motor vehicles of the same type, though not necessarily of the same make, but such substituted motor vehicles shall be subject to the submission and approval mentioned in clause 3 hereof.
- 24) During the said contract period, the bidder shall have the right to use on payment of rent at Rs.....paise per month(*which includes water and electricity charges) as fixed by the Government the plot of land with any building thereon belonging to Government situated inas a garage for the motor vehicles employed by the bidder in the performance of the contract and also as a workshop for keeping the said motor vehicles in good working order and shall at the expense of the bidder but nothing in these presents contained shall be construed to give the bidder any legal interest, in over or to the said premises or any part thereof but the bidder shall only have the right to enter upon and utilize the said premises for the purpose of performing this contract and the bidder shall leave and give vacant possession of the said premises in good order on expiration or earlier termination of the contract.
- 25) The Bidder shall keep Government indemnified against all actions, losses, costs, charges, expenses, suits, proceedings, claim and demands arising out of the use by the bidder of the said premises referred to in clause 24 for the purpose therein mentioned and shall fully indemnify government against and compensate Government for all losses or damages to the said or any adjoining premises which shall have been suffered or sustained by Government by any cause whatsoever including fire in any way due to or arising from the exercise by the bidder of his rights and privileges hereby granted or the use of the rights as aforesaid, the amount of the compensation payable to be determined in writing by the Executive Engineer(Civil), Department of Posts, Government of India shall (subject as aforesaid) keep the said premises in tenantable repair and the bidder at expiration of the said contract period shall yield up the said premises in as good state and condition as they were in at the date of bidder's entry thereon together with all fixtures and additions thereto. The bidder shall not do or suffer to be done on the said premises or any part thereof any act or thing which may be or grow to be an annoyance or nuisance or disturbance to the owners and occupiers of any property in the neighborhood. The bidder shall permit Government or its agents or workmen (always including the Executive Engineer (Civil) of the Department or his subordinate officers) to enter the said premises or any portion thereof in order to view the condition thereof.
- 26) Whenever any claim for the payment of a sum of money arises out of, or under this contract against the Bidder, the government shall be entitled to recover such sum by appropriating, in part or whole, the security deposited by the bidder and to sell any Government Promissory notes, etc., forming the whole or part of such security. In the event of the security being insufficient, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the bidder under this or any other contract with the

Government in the Postal Department. Should this sum be not sufficient to cover the full amount recoverable, the bidder shall pay to the Government forthwith on demand and without demur the remaining balance due.

- 27) All disputes, differences and questions arising out of or in any way touching or concerning this agreement or the subject matter thereof or the respective rights duties or liabilities of the parties under or in respect of this agreement (except the decision whereof is hereinbefore otherwise expressly provided for) shall be referred to the sole arbitration of any person appointed by the Chief Postmaster General, Circle, or in case his designation is changed, or his office is abolished, to the sole arbitration of any person appointed by the officer who for the time being is entrusted, whether or not in addition to other functions, with the functions of the Chief Postmaster General, by whatever designation such officer may be called (hereinafter referred to as the 'said Officer'). There will be no objection to any such appointment that the person appointed is a government servant, that he had to deal with the matters to which this agreement relates and that in the course of his duties as such Government Servant he had expressed views on all or any of the matters in dispute or difference. The award of such arbitrator shall be final and binding on the parties to this agreement. It is a term of this agreement that in the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Chief Postmaster General, or the said officer shall appoint another person to act as arbitrator in accordance with the terms of this agreement. Such persons shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

Upon every and any reference as aforesaid the assessment of costs incidental to the reference and award respectively shall be in the sole discretion of the sole arbitrator. The venue of the arbitration proceedings will be the office of the Chief Postmaster General at or such other place which the sole arbitrator may decide.

Signature of Witnesses
(Name and address in Block Letters)

1.

2.

Signature of bidder
Full name and address of the person signing
(in block letters)
Signing as proprietor/Partner/Constituted
Attorney/duly Authorized by the company

Signature of Witnesses
(Name and address in Block Letters)

1.

2.

Name and signature of authorized officer on
behalf of the President.

LOG SHEET (Appendix-17)

Office of the _____

MMS Control Room Tele. No. _____

Fleet No. Name of the _____ Date _____

Regn. No. of the Vehicle at Driver Commencement

Mailpeon _____

Name of Sch KM reading _____ at closing

Uniform Copy of valid PUC Certificate

Yes		
No		

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

Total Scheduled Mileage

Actual Schedule Mileage done

For use in case of non-Sch. Trip & Diversion

Authorized Additional Mileage (For Small Trip)
Actual Additional Mileage

Sig. of the Driver

Sig. of Mail Peon

Sig. of the Checking Clerk

Sig. of the Supervisor

ANNEXURE – VI

PRE-CONTRACT INTEGRITY PACT

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 2024, between on one hand, the President of India acting through Shri, Designation of the officer, Ministry/ Department, Government of India (hereinafter called the "SERVICE USER", which expression shall mean & include unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S represented by Shri, Chief Executive Officer (hereinafter called the "SERVICE PROVIDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the SERVICE USER proposes to procure (Name of the Stores/Equipment/Item) and the SERVICE PROVIDER/Seller is willing to offer/has offered the stores; and

WHEREAS the SERVICE PROVIDER is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the SERVICE USER is a Ministry/Department of the Govt. of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the SERVICE USER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling SERVICE PROVIDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the SERVICE USER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the SERVICE USER

1.1 The SERVICE USER undertakes that no official of the SERVICE USER, connect directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the SERVICE PROVIDER, either for themselves or for any person, organization or third party related to the

contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

3. Commitments of SERVICE PROVIDERs

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

-

- 3.1 The SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SERVICE USER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation contracting and implementation of the contract.
- 3.2 The SERVICE PROVIDER further undertakes that it has not given, offered promised to give, directly or indirectly any bribe, gift, consideration reward favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SERVICE USER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3* SERVICE PROVIDERs shall disclose the name and address of agents and representatives and Indian SERVICE PROVIDERs shall disclose their foreign principals or associates.
- 3.4* SERVICE PROVIDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5* The SERVICE PROVIDER further confirms and declares to the SERVICE USER that the SERVICE PROVIDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense

stores and had got engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the SERVICE USER or any of its functionaries, whether officially or unofficially to the award of the contract to the SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the SERVICE USER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The SERVICE PROVIDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the SERVICE USER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the SERVICE PROVIDER or any employees of the SERVICE PROVIDER or any person acting on behalf of the SERVICE PROVIDER, either directly or indirectly, is a relative of any of the officers of the SERVICE USER, or alternatively, if any relative of an officer the SERVICE USER has financial interest/stake in the SERVICE PROVIDER's firm; the same shall be disclosed by the SERVICE PROVIDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the SERVICE USER.

4. Previous Transgression

- 4.1 The SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public Sector Enterprise in India or any Government Department in India that could justify SERVICE PROVIDER's exclusion from the tender process.

4.2 The SERVICE PROVIDER agrees that if it makes an incorrect statement on this subject, SERVICE PROVIDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the SERVICE PROVIDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money/Security Deposit, with the SERVICE USER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favor of
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the SERVICE USER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the SERVICE USER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the SERVICE PROVIDER and the SERVICE USER, including warranty period, whichever is later.

5.3 In case of the successful SERVICE PROVIDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the SERVICE USER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the SERVICE USER to the SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanction for Violations

6.1 Any breach of the aforesaid provisions by the SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the SERVICE PROVIDER) shall entitle the SERVICE USER to take all or any one of the following actions, wherever required: -

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the SERVICE PROVIDER. However, the proceedings with the other SERVICE PROVIDER(S) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the SERVICE USER and the SERVICE USER shall not be required to assign any reason, therefore.

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the SERVICE PROVIDER.
- (iv) To recover all sums already paid by the SERVICE USER, and in case of an Indian SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a SERVICE PROVIDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the SERVICE PROVIDER from the SERVICE USER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the SERVICE PROVIDER, in order to recover the payments, already made by the SERVICE USER, along with interest.
- (v) To cancel all or any other Contracts with the SERVICE PROVIDER. The SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the SERVICE USER resulting from such cancellation/rescission and the SERVICE USER shall be entitled to deduct the amount so payable from the money(s) due to the SERVICE PROVIDER.
- (vi) To debar the SERVICE PROVIDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the SERVICE USER.
- (vii) To recover all sums paid in violation of this Pact by SERVICE PROVIDER(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the SERVICE USER with the SERVICE PROVIDER, the same shall not be opened.
- (ix) Forfeiture of Performance Bond in case of a decision by the SERVICE USER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The SERVICE USER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the SERVICE PROVIDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the SERVICE USER to the effect that a breach of the provisions of this Pact has been committed by the SERVICE PROVIDER shall be final and conclusive on the SERVICE PROVIDER. However, the SERVICE PROVIDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and it is found at any stage that similar product/systems or sub systems was supplied by the SERVICE PROVIDER to any other

Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the SERVICE PROVIDER to the SERVICE USER, if the contract has already been concluded.

8. Independent Monitors

- 8.1 The SERVICE USER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the SERVICE USER.
- 8.6 The SERVICE PROVIDER(S) accepts that the Monitor has the right to access without restriction to all Project documentation of the SERVICE USER including that provided by the SERVICE PROVIDER. The SERVICE PROVIDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the SERVICE PROVIDER/Subcontractor(s) with confidentiality.
- 8.7 The SERVICE USER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of SERVICE USER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the SERVICE USER/SERVICE PROVIDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the SERVICE USER and the SERVICE PROVIDER/Seller, including warranty period, whichever is later. In case the SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement on their original intentions.

13. The parties hereby sign this Integrity Pact at on

Service User

Service Provide

Name of the Officer

Designation

Department/MINISTRY/PSU

Chief Executive Officer

Witness

Witness

1. _____

1. _____

2. _____

2. _____

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