

Government of India

Ministry of Communication and information Technology

Department of Posts



TENDER No: PSD(N)/SIC-II/CBS Passbook/2020-21

e-TENDER

FOR PRINTING &

SUPPLY OF

10 LAC QUANTITIES OF COMPUTERIZED SB PASSBOOKS (SB-5 & SB-5A AS PER LATEST AMENDMENT) FOR CBS POS UNDER NAGPUR REGION, NAGPUR 440010 AT POSTAL STORES DEPOT, NAGPUR 440001 IN NAGPUR REGION.

**SUPERINTENDENT,
POSTAL STORE DEPOT, NAGPUR REGION,
NAGPUR 440001.**

Phone:- 0710-2562270
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e Tender Notice

Online e-Tenders under e-procurement are invited on behalf of President of India, from established, experienced and reliable/reputed firms; Supplier, Dealers and Manufacturer in the field for SUPPLY of 10 LACS QUANTITY OF COMPUTERIZED PASSBOOKS (**SB-5 & SB-5A AS PER LATEST AMENDMENT**) for post offices under Nagpur Region at office of Supdt., Postal Stores Depot, Nagpur 440001 under Nagpur Region Nagpur (Maharashtra State). The method of participation in e-tender, amount of Earnest Money, Security Deposit and General Terms and Conditions applicable to contract have been mentioned in Annexure I. The work is to be performed strictly as per parameters/ technical specifications given in Part I of Annexure II. The terms and conditions specific to the contract have been mentioned in Part-II of Annexure II. The proforma for submission of tender has been given in Annexure-III (for technical bid) and price bid is given in Annexure-IV (for commercial bid). Pre –Integrity Pact as given in Annexure-V. Declaration of blacklisting/debar of his/her firm by any of the establishment/Govt Agency etc, as given in Annexure- VI. E-tenders shall be submitted as per instructions given in Annexure-VII i.e instructions to the contractors/tenderers for the e-submission of the bids online of the e-tender documents. Proforma Form of Bank Guarantee is given in Annexure-VIII. The Uniform computerized CBS Passbooks (**SB-5 & SB-5A AS PER LATEST AMENDMENT**) are to be Supplied at O/o Superintendent, Postal Stores Depot, Nagpur 440001 are in the jurisdiction of PMG, Nagpur Region in Maharashtra Circle. The Firm/Vendor should be registered with competent state authorities.

2. Schedule of e-Tender:

General Detail

Tender No :	PSD (N)/SIC-II/CBS Passbook/2020-21 Dated at Nagpur 01 the, 27.10.2020
Tender Description :	SUPPLY Of 10 LAKH QUANTITY OF COMPUTERIZED CBS PASSBOOKS (SB-5 & SB-5A AS PER LATEST AMENDMENT) FOR THE YEAR 2020-21.
Tender Details :	SUPPLY of 10 LAC QUANTITY OF COMPUTERIZED CBS PASSBOOKS (SB-5 & SB-5A AS PER LATEST AMENDMENT) FOR THE YEAR-2020-21 at Postal Stores Depot, GPO Compound, Civil Lines, Nagpur 440001 in Nagpur Region, Nagpur, Maharashtra Circle. (8 Lakhs SB-5 and 2 Lakhs SB-5A Total 10 Lakhs) This Can be increased or decreased. (40% order will be placed initially and next order will be placed as per requirement)
Quantity Of Tender	
Mode of Tender Submission	Online
Tender Type :	Open
Type of Contract:	Supply computerized CBS SB Passbooks i.e. SB-5 and SB-5A (SB-5 & SB-5A AS PER LATEST AMENDMENT)
Tender Fee(Non-refundable)	Rs. 500/- (Rs. Five Hundred only) Non Refundable
Earnest Money Deposit	Rs. 35,400 /- (Rupees Thirty Five Thousand Four Hundred only)
Bidding Type :	Indigenous
Place of delivery:	% Superintendent, Postal Stores Depot, Nagpur GPO Compound, Civil Lines, Nagpur 440001(MS).

Key Dates	
Document Download Start Date & Time :	27.10.2020 from 17: 00 hrs.
Document Download End Date & Time:	16.11.2020 up to 17: 00 hrs.
Last Date & Time of Online Bid Submission :	16.11.2020 up to 17: 00 hrs.
Last Date & Time of submission of uploaded documents by post	20.11.2020 up to 14.00 hrs
receipts of EMD & Tender Fee to TIA	----do-----
Date & Time of Online Bid Opening :	23.11.2020 from 11: 00 hrs, onwards
Bid Validity Period (Days):	365 DAYS (One year)
Period of contract :	ONE YEAR FROM THE DATE OF LETTER OF ACCEPTANCE OF AWARD OF CONTRACT.
Documents to be submitted Physically (By Post) :	Original receipts in support of off line deposit of Tender fee & EMD a/w copies of uploaded documents to be reached till 20.11.2020 up to 14:00 hrs.
Tender Activity Configuration	
Mode of Prebid-Meeting :	Not Required
Mode of Tender Fees Payment :	Offline, UCR in any Post Office.
Mode of EMD/Bid Security payment :	Off line, in UCR at any POs in India.
Mode of Security Fees Payment :	Off line, Bank Guarantee of Nationalised Bank to be furnished by successful bidder.
Payment Details	
Tender Fees in Rs.(Non-refundable) :	500/- (Rs. Five Hundred Only)
Tender Fees & EMD/Bid Security Payable To and At :	Offline, To, The Superintendent, Postal Stores Depot, Nagpur GPO Compound, Civil Lines, Nagpur 440001.
Eligibility Criteria :	As mentioned in Tender
General Terms and condition:	As mentioned in e-NIT, Annexure-I
Other Details :	As mentioned in Annexure-II
Product/Service/Works	Printing and supply 10 LACS QUANTITY of Computerized Saving Bank Passbooks (8 Lakhs SB-5 & 2 Lakhs SB-5A AS PER LATEST AMENDMENT) for CBS Post Offices under Nagpur Region at O/o Supdt. Postal Stores Depot, Nagpur 440001.
Keywords :	

3.The tender form can be downloaded from the website www.indiapost.gov.in or <https://eprocure.gov.in/eprocure/app>. In such a case, the earnest money of Rs. 35,400/-(Rupees Thirty Five Thousands Four Hundred only) and tender fee of Rs. 500/- (Rs. Five Hundred only) should be

deposited separately. **The scanned copy of receipts for EMD & tender fee must be uploaded and also send the original copy by post.**

4. Scanned copies of all the documents in support of eligibility criteria are also to be uploaded along with Technical Bid. The bidders are advised in their own interest to upload the scanned copies of the desired papers / documents with their bids failing which their bids may be declared non-responsive. **Entire tender must be signed as a token of acceptance of all conditions of tender & after uploading the same, send by post for verification along with the 3 set of Samples of 12 Pages (SB-5) & 4 Pages (SB-5A) (AS PER LATEST AMENDMENT) respectively.**

5. The foremost requirement of participation in e-tender is to have a digital signature.

6. The PMG, Nagpur Region, Nagpur 440010 reserves the right to cancel the tender at any time / stage or relax / amend / withdraw any of the terms and conditions contained in the Tender Documents without assigning any reason thereof. Any enquiry, after uploading of the bid shall not be entertained. In case of withdrawal of bid, the EMD will stand forfeited.

7. The terms & conditions of the tender are enclosed (.pdf format) and the price bid (BoQ) in .xls format.

8. Complete tender documents may be downloaded from the website of Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) and website of the Department of Posts www.indiapost.gov.in. Information on any issue of corrigendum related to this tender will also be available on website of Central Public Procurement Portal & also on the website of the Department.

Superintendent
Postal Stores Depot
Nagpur 440001

DEPARTMENT OF POSTS, INDIA

No.:- PSD (N)/SIC-II/CBS Passbooks/2020-21

Dated at Nagpur-01 the 27.10.2020

Annexure I

GENERAL TERMS AND CONDITIONS

Subject:- Online e-Tender to enter into rate contract for **PRINTING AND SUPPLY OF 10 LAKH QUANTITY OF COMPUTERIZED S.B. PASSBOOKS (8 Lakhs SB-5 and 2 Lakhs SB-5A AS PER LATEST AMENDMENT) for CBS Post Offices under Nagpur Region, Nagpur at O/o Superintendent, Postal Stores Depot, Nagpur 440001 under Nagpur Region, Nagpur Maharashtra Circle.**

1. Parties: The parties to the Contract are the Contractor (the bidder to whom the work have been awarded) and the Government of India through the Department of Posts for and on behalf of the President of India.

1.1 Individual submission of the tender or other documents connected with contract must specify whether the bidder participates in the tender as:

- (a) A 'sole proprietor' of the concern or constituted attorney of such sole proprietor;
- (b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- (c) Director or a Principal Officer duly authorized by the Board or Directors of the Company, if it is a company.

N.B. In case of partnership firms, a scanned image of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney should be uploaded. A scanned image of the attested copy of the certificate of Registration of firm should also be uploaded.

1.2 In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, then all partners should authorize the DSC holder to digitally sign on behalf of the partners.

1.3 A person digitally signing the tender documents forming part of the tender on behalf of another person should have an authority to participate in bid on behalf of such other person and if, on enquiry,

it appears that the persons so signing had no authority to do so, the Post Master General Nagpur Region, Nagpur 440010 may, without prejudices, cancel the contract and hold the signatory liable for all costs, consequences and damages under the Civil and Criminal remedies available.

2. **Address** : For the purposes of the contract including arbitration there-under, the address of the contractor mentioned in the tender shall be the final unless by a separate letter by Regd. Post contractor notifies a change of address with acknowledgement due to Superintendent, Postal Stores Depot, GPO Compound, Civil Lines, Nagpur 440001. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

3. **Earnest Money**: Earnest Money of Rs. 35,400/- (Rupees Thirty Five Thousand Four Hundred only) may be deposited by bidders in any Post Office and Original Receipt provided by the Post Office in token of having received the amount should be submitted electronically along with of their tender. The tender form has to be downloaded from website. The EMD amount will be Rs. 35,400/- plus the tender fee which is Rs.500/-. The EMD of Rs. 35,400/- & Tender Fee of Rs. 500/- should be deposited separately in any PO. The scanned copies of receipts for EMD & tender fee must be uploaded in appropriate space for the purpose and originals to be sent in a sealed envelope a/w uploaded documents by post to Supdt. Postal Stores Depot, Nagpur GPO Compound, Civil Lines, Nagpur 440001 so as to reach before last date & time of submission of uploaded documents by post i.e. 20.11.2020 Up to 14.00 Hrs.

3.1 Tender Fee Submission Details:

(a) Tender fee of requisite amount shall be deposited through Post Office. The firms should ensure that tender fee is submitted before the last date and time for download of tender document as stipulated above.

(b) Firms which are having valid NSIC certificate or any other such certificate entailing them for exemption from payment of Tender Fee, may request for Tender Fee waiver by uploading the valid documentary proof (Ex: Valid NSIC Registration Certificate etc.) online only. However, such firms should ensure that such certificate is valid and uploaded before the last date and time for submission of tender document as stipulated above. If such documentary proof uploaded is found invalid, such e-bid will be summarily rejected. No physical document shall be accepted in this regard.

(c) The bidder will not be able to submit the bid without payment of tender fee/uploading of documentary evidence for waiver of tender fee

(d) Payment by off line mode i.e. UCR in any P.O. for tender fee & EMD amount is acceptable.

(e) Bidders in their own interest are suggested to preserve the reference details of online tender submission.

(f) Tender fee once deposited shall not be returned in any case /circumstance. Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of contract.

(g) Department of Posts shall not be responsible for any delay in uploading of the bid due to any reason whatsoever.

3.2 No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the Department in respect of any previous work will be entertained.

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

4. Preparation and Uploading of Tender:

a) **Preparation of Bids**: Bidder should take into account any corrigendum published on the tender document before uploading their bids. Please go through the tender advertisement and the tender document carefully to understand the documents required to be uploaded as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents –

including the names and content of each of the document that need to be uploaded. Any deviations from these may lead to rejection of the bid. Bidder in advance should get ready with the bid documents to be uploaded as indicated in the tender document / schedule and generally, they can be in .pdf / .xls / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

b) **Submission of Bids:** Bidder should log into the site well in advance for bid submission so that he /she can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument. Bidder should prepare the EMD as per the instructions specified in the tender document. The original receipts should be sent by post a/w copies of uploaded documents to the Tender Processing Section, latest by the last date & time of bid submission as mentioned in schedule. The details of the UCR issued by any Post Office / other accepted instrument as mentioned in the NIT, should tally with details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

c) A standard Bill of Quantity (BoQ) in .xls format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

d) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bid is maintained using the secured Socket Layer 108 bit encryption technology. Data storage encryption of sensitive fields is done.

f) The uploaded tender documents become readable only after the tender opened by the authorized bid openers. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

g) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used document for participation in the e-Tender system.

5. **Signing of Tender:** Signature should be done electronically as per e- procurement system. The bidder should fill up the Pre contract Integrity Pact (Annexure-V) of NIT sign with date & stamp of firm and scanned copy of the same should be uploaded invariably.

5.1 A person digitally signing the tender documents forming part of the tender on behalf of another person should have an authority to participate in the bid on behalf of such other person and if, on enquiry, it appears that the persons so signing had no authority to do so, the Postmaster General, Nagpur Region, Nagpur 440010 may, without prejudices, cancel the contract and hold the signatory liable for all costs, consequences and damages under the Civil and Criminal remedies available.

6. Technical Bid: The bidders should download the Notice inviting Tender (NIT) in .pdf format and upload the same duly signed by his DSC in the appropriate space provided for the purpose in token of having gone through all terms & conditions along with scanned copies of other documents to validate the Technical Bid e.g. copies of the last three years balance sheet and profit & loss statement of the firm have to be uploaded along with the technical bid. Copy of the Registration Certificate of VAT / TIN, PAN Card, ISO Certificate, Income Tax return filed of Last three years, Experience of past performance for last 2 years, undertaking about sample on letter head of Firm, Service Tax Regn. Number, annual report of the concern for last three years, undertaking about black-listing is to be uploaded along with the technical bid. All documents relating to technical bid should be uploaded accordingly.

6.1 A specific mention in the tender that the terms and conditions mentioned above are acceptable to the firm in full is to be made by uploading a signed copy to this effect along with the technical bid.

6.2 All documents of technical bid should be submitted electronically in .pdf format and also send copies of uploaded documents by post a/w original receipts of UCR of tender fee & EMD amount till the schedule of date & timing mentioned in the NIT.

7. Commercial Bid:

7.1 The Commercial Bid should be submitted in BoQ file given in CPP Portal. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. **Bill of Quantity (BoQ) template available in the tender document. The e- Procurement Portal will accept the BoQ template only and hence the rate should not be quoted in any other place except BoQ template.**

7.2 A consolidated price should be quoted. The price quoted shall be firm and final.

7.3 The rate quoted by the bidder in commercial bid will be inclusive of all taxes and charges .No extra payment would be made for this purpose.

7.4 Terms of payment as stated in the Tender Document shall be final.

7.5 At the time of payment of bills, the Income Tax, if any, shall be deducted at source as per Govt. Rules and guidelines as may be prevailing at the time of the payment.

8. **Validity of the Bids:** The bids shall be valid for a period of 365 days from the date of opening of the tenders and period of contract will be one year from the date of issue of letter of acceptance by the Tenderer that he accepts to supply the material as per terms and conditions of the tender documents or the final supply of quantity of tender whichever is earlier and may be extended for further period of one year. The Department of Post India reserves the right to issue a repeat supply for 100 % quantity of the Tender during this entire period as per the same approved rates depending upon the performance.

9. **Opening of Tender:** The technical bid shall be opened after 11:00 hrs. on 23.11.2020. Date of opening of Financial Bid (BoQ) of technically qualified bidders will be viewed in the website.

10. **Criteria for Evaluation of Tenders:** The evaluation of the tenders will be made on the basis of technical information furnished in form given in Annexure-III and then on the basis of commercial information furnished in form in Annexure-IV (BoQ). The Commercial Bid (Annexure – IV) of such firms found valid based on technical parameters (as per Annex. – III) will be opened on the date, time and venue to be announced after opening of the technical bid. The technical bid shall be opened at 11:00 hrs on 23.11.2020. Date of opening of Financial Bid of technically qualified bidders will be available in CPP portal. It must be kept in view that no decision will be given by the Tender Evaluation

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

11. **Right of Acceptance:** The Department of Posts reserve all rights to reject any tender including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind it-self to accept the lowest or any specific tender. The decision of Department of Posts in this regard is final and binding.

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

12. **Communication of Acceptance:** Successful bidder will be informed of the acceptance of his tender through CPP portal as Award of Contract (AoC). Necessary Instructions regarding the amount and time provided for Security Deposit will be communicated.

13. **Security Deposit:**

13.1 The Successful bidder will have to deposit in cash in any Post Office under UCR a sum equivalent of 10% of the value of the work, in favour of Superintendent, PSD, Nagpur towards Security Deposit within 7 days from the Date of acceptance of the tender and produce the receipt in original to the Department of Posts or A bank guarantee for the amount for the period extending at least six months beyond the period of warranty of the item offered, may be submitted. The Security Deposit will not be adjusted against any payment due to the firm from the Department or the Central Government.

13.2 The Security Deposit can be forfeited by order of the PMG, Nagpur Region, Nagpur 440010 (MS) in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory quality or for non-acceptance of the supply order, on expiry of the contract, such portion of the said security deposit as may be considered by the PMG, Nagpur 440010 sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

13.3 The approximate requirement of Uniform CBS Passbooks is 10 LAKH NOs. QTY (08 Lakhs SB-5 and 2 Lakhs SB-5A **AS PER LATEST AMENDMENT**) for Post Offices under Nagpur Region, Nagpur 440010 which may increase or decrease for both types of Passbooks . **The Successful bidder will be binding to supply the item up to 100% of the existing quantity on the same rate & conditions during the one year from date of Award of Contract.** The supply is to be made directly to Superintendent, Postal Stores Depot, Nagpur 440001 under Nagpur Region, Nagpur.

14. **Penalty:** The contractor has to make printing and supply of the Uniform Computerized SB Passbooks within 45 days from the date of receipt of the work order. In case of failure to do so within the stipulated date, the Department will be at liberty to purchase the subjected equipments from any other sources. The amount of extra cost i.e. beyond the lowest accepted rate, if any incurred for the purpose shall be deducted from the security deposit of the contractor.

14.1 In the event of the contractor failing to:

(i) Observe or perform any of the conditions of the work as set out herein; and/or

(ii) Execute the work in good and workmen-like manner and to the satisfaction of and by the time fixed by the Department of Posts, and / or indulging in any malpractices.

(a) It shall be lawful for the Department of Posts in its discretion in the former event to remove or withhold any part of the work until such times as he may be satisfied that contractor is able to do and will duly observe the said conditions and in the latter event to reject or remove as the case may require any work executed otherwise than in a good and workman-like manner to the satisfaction of and by the time fixed by the Department of Posts and in both or either of the events aforesaid to make such

arrangements as it may think fit for re-doing/ reproduction of the work so removed or work in lieu of that so rejected or removed as aforesaid on account of and at the risk of the contractor.

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

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

(d) In the event of a supply being wholly rejected, the Department of Posts may at its discretion either:
(i) Permit the contractor to re-do the same within such time as he may specify at contractor's own cost, which shall include the costs of all sorts i.e., materials, labor, overheads, transportation, etc., or
(ii) Arrange to get the additional work done elsewhere and by any other person or from any other source than the contractor in which case the amount of extra cost, if any, shall be recovered from the contractor in the manner provided in sub-clause (b) of this clause.

(e) The powers of the Department of Posts under this condition shall neither affect nor prejudice either the powers in certain events to terminate the contract vested in it as herein provided or relating to forfeiture of deposit mentioned under clause 13 above.

(f) Since the supply order being awarded to the firm is of important nature the time schedule given in Clause 14 must be adhered to, failing which a penalty at the rate of @ 2% per week for delay will be imposed for delayed quantity from the bill.

15. Termination of agreement:

The agreement would be valid for a period of one year with an option resting with Department of Posts to extend the same by one year or for a period as decided by the PMG, Nagpur Region, Nagpur 440010 on same terms and conditions. However, the PMG, Nagpur Region, Nagpur 440010 reserves the right to terminate the agreement by giving one month's advance notice without being liable to give any reason for terminating the agreement and also without being liable to pay any compensation. Notwithstanding this, the Department of Posts reserves the right to terminate the agreement forthwith upon any of the conditions as mentioned in the agreement.

In case of any problem in the stores supplied, new set of equipments should be provided by the contractor within 7 (Seven) days at his own cost.

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

17. **Natural Calamity, Strike etc.:** In case of strike, combination of workmen or natural calamity of any kind, fire accidents or circumstances beyond the control of the firm causing stoppage of his work, whereby the delivery may be suspended resulting in undue delay without penalty, Department of Posts shall have the power during such a stoppage to get the work done elsewhere without charging the contractor. No obligation will rest on Department of Post to pay for any portion of the work undertaken before such a stoppage.

18. **Insolvency act. :** In the event of the firm being adjudged insolvent or having a receiver appointed for it by a Court or any other order under the Insolvency Act made against them or in the

case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in specified the Department of Posts shall have the power to terminate the contract without previous notice.

19 Breach of Terms and Conditions: In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason therefore and nothing will be payable by this Department in that event and the security deposit; shall also stand forfeited.

20. **Malpractices:** The broad meaning of the expression ‘mal-practices’ would mean any act of the contractor or his staff resulting in a benefit in the form of undue profit or time or cost saving to the contractor or his staff which may or may not be leading to a financial loss to the Department of Posts and any other mal practice generally recognized as not in conformity with normal practice/procedures/violation of law and as stated by the Department of Posts from time to time.

21. **Subletting of work:** The firm shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing of the Postmaster General, Nagpur Region, Nagpur 440010 which he will be at liberty to refuse if he thinks fit.

22. **Right to Call upon Information Regarding Status of Work:** The Department will, have the right to call upon information regarding status of supply at any point of time.

23. **Precautionary Measures:**

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

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

25. **Terms of Payment:**

No payment shall be made in advance nor any loan from any Bank or Financial Institution Shall be recommended on the basis of the order of award of work.

25.1 The contractor shall submit the bill after supply of full quantity to Post offices. On completion of full quantity of item, the contractor will submit the bill for sanction of the amount of bill and passing the bill for payment.

25.2 All payments shall be made by cheque only.

25.3 The Department of Posts shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding Para.

25.4 The term “Payment” mentioned in this Para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.

25.5 Wherever applicable all payments will be made as per schedule of payments stated in Part-II of Annexure-II.

26. Arbitration: If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal containing a Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. Such request shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or mandate, having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The arbitration proceedings shall take place at Nagpur and shall be conducted in English. The provisions of Arbitration and Conciliation Act., 1996 and the rules framed there under and in force shall be applicable to such proceedings.

Superintendent
Postal Stores Depot
Nagpur 440001

DEPARTMENT OF POSTS, INDIA

No. PSD(N)/SIC-II/CBS Passbook/2020-21

Dtd 27.10.2020

Part I of Annexure-II

Sub :- Notice Inviting e-Tender to supply Uniform Computerized SB Passbooks (AS PER LATEST AMENDMENT) for CBS Pos Parameters and Technical Specification for executing the work.

Sr. NO.	Item	Description	Quantity
1	SB 5 Passbook used in CBS and Non CBS Post Offices. (As per latest amendment) for the year 2020-21.	<p>SB 5 Passbook for SB/RD/MIS/SCSS/PPF/SSA: - 12 Pages + Cover Page.</p> <p>First page for printing of account information, 2nd to 11th page for printing of transactions and 12th page will remain blank for entering closure/extension/pledge details etc.</p> <p>i) Specification of Cover is given below.</p> <p>ii) Inside of cover page General instructions to be printed in English/Hindi, Regional language same as being currently done.</p> <p>iii) Below General instructions following line to be printed: Salient features of National Saving Scheme/Small Savings Schemes is available at https://www.indiapost.gov.in/Financial/Pages/Content/Post-Office-Saving-Schemes.aspx and details are available at https://www.indiapost.gov.in/VAS/Pages/RTI/RTI-Manual-5.aspx</p> <p>iv) Other specification (i.e. size, paper, thread) will remain same as being used in existing passbooks.</p>	8,00,000/- NOs Quantity. (Eight Lacs Only).
2.	SB 5A Passbook used in CBS and Non CBS Post Offices. (As per latest amendment)	<p>SB 5 A For 1/2/3/5 Yr. TD/KVP/NSC: 4 Pages + Cover Page.</p> <p>First page for printing of account information, 2nd</p>	2,00,000/- NOs Quantity. (Two Lacs Only).

	<p>for the year 2020-21.</p>	<p>to 3rd page for printing of transactions/interest entry and 4th page will remain blank for entering closure/extension/pledge details etc.</p> <p>i) Specification of Cover is given below.</p> <p>ii) Inside of cover page General instructions to be printed in English/Hindi, Regional language same as being currently done.</p> <p>iii) Below General instructions following line to be printed: Salient features of National Saving Scheme/Small Savings Schemes is available at https://www.indiapost.gov.in/Financial/Pages/Content/Post-Office-Saving-Schemes.aspx and details are available at https://www.indiapost.gov.in/VAS/Pages/RTI/RTI-Manual-5.aspx</p> <p>iv) Other specification (i.e. size, paper, thread) will remain same as being used in existing passbooks.</p>	
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Note:- An undertaking on the letter head of the firm, stating that item to be supplied will be as per parameters and technical specification mentioned in part-I of Ann.-II. The same is to be uploaded a/w other documents and also send copy by post to tender issuing authority.

Revised Cover Page of SB 5 Passbook is as under.

SB-5

Department of Posts, India



Passbook
National (Small) Savings Schemes

Post Office	
CIF ID	
Account No.	
Scheme	

For more information visit : www.indiapost.gov.in
For Net Banking : ebanking.indiapost.gov.in

Revised Cover Page of SB 5A Passbook is as under.

SB-5A

Department of Posts, India



Passbook
National (Small) Savings Schemes

Post Office	
CIF ID	
Account No.	
Scheme	

For more information visit : www.indiapost.gov.in
For Net Banking : ebanking.indiapost.gov.in

Part II of Annexure-II
Terms and conditions specific to the contract

Special Terms & Conditions

1. The items should be delivered on or within the due date which will be noted in the supply order.
2. Delivery should be made free of cost at O/o Superintendent, Postal Stores Depot, Nagpur GPO compound, Civil Lines, Nagpur 440001 as mentioned in the Supply Order.
3. The rates quoted should be inclusive of all taxes and charges for door delivery.
4. An advance stamped receipt should be sent along with the bill in triplicate as mentioned in supply order.
5. Strong packing should be used while dispatching the materials. Any damage Of material will be the responsibility of the firm.
6. The receipt of the supply order should be acknowledged by return of post.
7. Any violation of terms and conditions or supply of inferior quality of items will result in total rejection of the item, apart from taking suitable remedial action at the cost and risk of vendor/ the firm/ tenderer/bidder cost and risk.
8. Further orders, if any, within the period of validity of tender should be honored At the same terms and conditions.
9. In case of breach of any terms and conditions of the contract, the competent authority reserves the right to call Explanation of the firm by issuing Show Cause Notice. In case of non satisfactory reply, action like forfeiting of Security Money and / or Blacklisting the firm can be taken.
10. Compliance sheet for all the equipment is to be submitted along with the tender Document to Supdt PSD Nagpur.
11. The consignment of goods should be got inspected through DQA officer or any approved Govt. agency before dispatch and submit a/w their certificate and cost of inspection should be borned by the tenderer. The item should be as per specification and sample should be approved, otherwise the supply will be rejected. The bidder will complete the **supply within 45 (Forty Five) days** from the receipt of supply order.
10. Tendering Firm has to submit a certificate from the manufacturers along with technical specifications that they are the authorized agents for the sale and service of their product and manufacturer undertakes to support the after sales service of the product.
13. The Tenderer may be asked to give Bank guarantee of (performance guarantee)

of 10% of the total value of works. However this amount may vary depending upon the total cost of the work.

15. The Bidder will have to submit documentary evidences confirming Registration with Sales Tax, Service Tax, GST.

General Terms & Conditions

1. Earnest money shall not be adjusted against the security deposit.
2. The Tenderer has to submit his acceptance of the work order within 7 days from the date of receipt of information from this office. In case the successful tenderer fails to undertake the work, the earnest money deposited by them will be forfeited and acceptance of their tender will be withdrawn.
3. The rates quoted by the tenderer should be inclusive of all charges for scaffolding, lift, any other tools and plants, railway/ road freight, labour conditions and fluctuations in the rates, excise duty, sales tax, octroi and any other taxes or expenditure for carrying out the work.
4. No escalation in rates will be allowed under any circumstances.
5. The successful tenderer will be bound to submit bank guarantee within 10 days of issue of accepting order of tender as he has to carry out the entire work within the stipulated time as mentioned in the work order. The Contractor shall have to pay liquidated damages for non completion of the job within the stipulated period @ Rs. 2% per week of the cost of delayed goods, after the expiry of the period of job completion.
6. The liquidity damages as mentioned above may not be enforced if the contractor applies for extension of time mentioning the reasons for such extension. This office may grant such extension in case it is found that the contractor is not at fault for extending the work beyond the stipulated date of completion.
7. The successful tenderer will be bound to carry out items of work necessary for completion of the job even though the same is not included in the Annexure-II (unit rate of Quantities).
8. The Tenderer shall attend to all the defects noticed during the warranty period. If the contractor fails to attend the defects, this office will rectify these defects and the expenditure incurred on this account will be recovered from security deposit/ pending dues to them.
9. The Tenderer shall ensure that no damage is caused to this office property/ or any decorative structure/fittings, while carrying out the work. The Tenderer will have to rectify / make good such damages at their cost.
10. The work shall be carried out as per this office instructions and the work which creates noise/ disturbances are to be carried out during non-office hours and no extra payment shall be made on this account.
11. The Tenderer shall give due notice to this office to check the measurements of any work, which is likely to be hidden before covering the same.
12. In case, there is delay in the completion of the work or removable of the defects in time, this

office shall be free to engage another agency to get the job done at Tenderer's risk and cost.

13. Statutory deductions like income tax and other applicable taxes shall be deducted at source from each payment of the Tenderer.
14. The PMG, Nagpur has the right to alter the nature of work and to add or omit any item of work or has the right to get the same carried out departmentally or otherwise and such alterations shall be carried out without prejudice to the Tenderer.
15. The PMG, Nagpur has the right to terminate the contract, if the Tenderer abandons the work or fails to commence and complete the work in time, or fails to abide by the contract conditions.
16. The PMG, Nagpur is not bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reasons whatsoever. Conditional tenders are liable to be rejected.
17. No interim payment will be made.
18. Full and final payment shall be made after successful completion of the work and after adjustment of deductions mentioned hereinabove and deduction of TDS etc.
19. No condition will be accepted in technical Bid
20. The PMG, Nagpur Region, Nagpur 440010 has the right to split the supply among the other vendors.

- 13. EMD Details:-** ACG-67/UCR RT. No.----- Dt.-----
& Original Receipt is attached (Yes/No) Amount Rs.
Name of Post Office:-
- 14. Details of cost of Tender Form fee:-** ACG-67/UCR RT. No. Dt.-----
& original Receipt is attached (Yes/No) Amount Rs.
Name of Post Office
- 15. Whether undertaking in respect of: -** Yes/No
Black listing of firm as per ANN-VI
is uploaded.
- 16. Whether Scanned copy of pre-contract:-** Yes/No
Integrity pact uploaded.
- 16. Whether Annual report of the concerned:-**
For last three years uploaded, if yes, mention
Years: Yes/No

Date: (Dated Signature of Tenderer with Stamp of the Firm)

UNDERTAKING

1. I/We undertake that I/We carefully studied all the terms and conditions and understood the parameters of the proposed work of the Department of Posts and shall abide by them.
2. I/We also undertake that I/We have understood Parameters and Technical specification for executing the Work mentioned in Annexure II of the Tender No and shall conduct the work strictly as per those parameters and technical specifications.
3. I/We further undertake that the information given in this tender are true and correct in all respect and we hold the responsibility for the same.
4. I/We further undertake that after becoming the successful tenderer, if the terms and conditions mentioned in the tender are violated at any time during the period of contract, the contract can be cancelled without any correspondence.

Date: (Dated Signature of Tenderer with Stamp of the Firm)
Place:

Annexure-V
PRE CONTRACT INTEGRITY PACT

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 2020, 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, favour or any material or immaterial benefit or any other advantage from the SERVICE PROVIDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The SERVICE USER will, during the pre-contract stage, treat all SERVICE PROVIDERs alike, and will provide to all SERVICE PROVIDERs the same information and will not provide any such information to any particular SERVICE PROVIDER which could afford an advantage to that particular SERVICE PROVIDER in comparison to other SERVICE 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, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SERVICE USER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation contracting and implementation of the contract.

3.2 The SERVICE PROVIDER further undertakes that it has not given, offered promised to give, directly or indirectly any bribe, gift, consideration reward 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 defence stores and had got engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the SERVICE USER or any of its functionaries, whether officially or unofficially to the award of the contract to the SERVICE PROVIDER, nor has any amount been paid, promised or

intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the SERVICE USER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The SERVICE PROVIDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the SERVICE USER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the SERVICE PROVIDER or any employees of the SERVICE PROVIDER or any person acting on behalf of the SERVICE PROVIDER, either directly or indirectly, is a relative of any of the officers of the SERVICE USER, or alternatively, if any relative of an officer 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 incorrect statement on this subject, SERVICE PROVIDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

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

(i) Bank Draft or a Pay Order in favour of

(ii) A confirmed guarantee by an Indian 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.

(i) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid 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 Labor. If any outstanding payment is due to the SERVICE PROVIDER from the SERVICE USER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the SERVICE PROVIDER, in order to recover the payments, already made by the SERVICE USER, along with interest.

(vi) To cancel all or any other Contracts with the SERVICE PROVIDER. The SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the SERVICE

USER resulting from such cancellation/rescission and the SERVICE USER shall be entitled to deduct the amount so payable from the money(s) due to the SERVICE PROVIDER.

(vii) To debar the SERVICE PROVIDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the SERVICE USER.

(viii) To recover all sums paid in violation of this Pact by SERVICE PROVIDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the SERVICE USER with the SERVICE PROVIDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the SERVICE USER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

6.1 (i) to (x) of this Pact also on the Commission by the SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or 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.

10. Validity

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

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

13. The parties hereby sign this Integrity Pact aton

SERVICE USER

Designation: ADPS (Technology)

Department/MINISTRY/PSU

SERVICE PROVIDER

Name of the Officer

Witness

1. _____

2. _

Witness

1. _____

2. _____

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

Annexure - VI

(To be uploaded along with the documents of Technical Bid)

UNDERTAKING

Date: _____

To,
The Superintendent,
Postal Stores Depot,
Nagpur 440001.

Ref : e-Tender No. _____ dated __.__.2020

Dear Sir,

I / We _____ hereby declare that while applying for the e-Tender under reference, our firm is not under the currency of blacklisting by any units of Department of Posts, India.

Signature of Bidder : _____

Name : _____

Designation : _____

Place : _____

Date : _____

Seal : _____

Annexure – VII

Instruction for online bid submission:

As per the directions of the Department of Expenditure this tender document has been published on the CPP Portal (<http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid digital signature certificate. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at <http://eprocure.gov.in>.

Registration:

1. Bidders are required to enroll on the e-procurement module of the CPP Portal <http://eprocure.gov.in> by clicking on the link “click here to enroll”. Enrolment on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
3. Bidders are advised to register their valid e mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (class II or class III certificates with signing key usage) issued by any certifying authority recognized by CCA India (eg: SIFY/TCS/nCode/ eMudhra etc.) with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidders then log into the site through the secured login by entering their user ID/ password and the password of the DSCs/e token.

Searching for tender documents:

1. There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include.
2. Tender ID, organization name, location, date, value etc. There is also an option of advance search for tenders, wherein the bidders may combine a number of such parameters mentioned above to search for a tender published on the CPP Portal.
3. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be

moved to the respective “My tender” folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.

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

Preparation of Bids:

1. Bidder should take into account any corrigendum published on the tender document before uploading their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be uploaded as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and contents of each of the document that need to be uploaded. Any deviations from these may lead to rejection of bid.
3. Bidder in advance should get ready the bid documents to be uploaded as indicated in the tender document/schedule and generally, they can be in PDF/XLS formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are to be submitted as a part of every bid, a provision of uploading such standard documents(eg; PAN card copy, Annual Reports, Auditors certificate etc.) has been provided to the bidders. Bidders can use “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Submission of Bids:

1. Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “**offline**” to pay the tender fee/ EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/given in person to the tender processing section, latest by the last date of bid submission. The details of the UCR issued by any post office/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other

format is acceptable.

6. Bidders are required to download the BOQ file, open it and complete the white colored (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed the bidder should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
7. The server time (which is displayed on the bidder's dash board) will be considered as the standard time for referencing the dead line for submission of the bids by the bidders, opening of the bids etc. The bidder should follow this time during the bid submission.
8. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered can not be viewed by unauthorized persons until the time of bid opening.
9. The confidentiality of the bid is maintained using the secured Socket Layer 108 bit encryption technology. Data storage encryption of sensitive fields is done.
10. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
11. Upon the successful and timely submission of bids, the portal will give a successful bid submission message and a bid summary will be displayed with the bid number and the date and time of the submission of the bid with all other relevant details.
12. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

Annexure-VIII

FORM OF BANK GUARANTEE

In consideration of the President of India (hereinafter called "the Government") having agreed to enter into an agreement with _____ (hereinafter call the "the said Contractor(s)"), under the terms and conditions of said Agreement Dated _____ made between _____ and _____ for _____

_____ (hereinafter call "the said Agreement"). The Contractor is required to furnish an unconditional and irrevocable bank guarantee for Rs. _____

(Rupees _____ only) issued by a scheduled bank as security for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement. We _____ (indicate the name of the bank), hereinafter referred to "the Bank) at the request of _____

_____ Contractor(s) do hereby guarantee the due and punctual performance of all obligation of contractor under the agreement and undertake to pay to the Government an amount not exceeding Rs. _____

(Rupees _____) against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.

2. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the "Government" by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).

3. We undertake to pay to the "Government" any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suite or proceeding pending before any court of tribunal relating thereto or liability under this present being absolute and unequivocal.

4. We, _____ (indicate the name of the bank) further agree that the guarantee herein contained shall be irrevocable and shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or

Discharged or till _____ Office/ Department/Ministry of _____ certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liabilities under this guarantee thereafter.

5. We _____ (indicate the name of bank) further agree with the “Government” that the “Government” shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the “Government” against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the “Government” or any indulgence by the “Government” to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to any change either in the constitution of the Bank or the Contractor(s) or in both.

7. We _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the “Government” in writing.

8. It is declared that the undersigned is duly authorized to execute this guarantee for an on behalf of the bank.

Dated the _____ day of _____ 2020.

For _____
(Indicate name of the Bank)

ANNEXURE-IV

(Financial / Commercial Bid)

From:- TO,
The Superintendent,
Postal Stores Depot,
Nagpur 440001.

Tender No. of tenderer _____ Date –

Sub.-Tender for printing and supply of Saving Passbook (As per latest amendment) for CBS POs under Nagpur Region, Nagpur for the year 2020-2021.

Sir,

As propose the Tender Notice No.-----

dated ----- . We hereby tender for supply 10 Lac CBS Saving Passbook (8 Lakhs SB-5 and 2 Lakhs SB-5A as per latest amendment) for Post Offices under Nagpur Region, Nagpur for the year 2020-21.

Sl. No	Index No. of Form	Item Code / /HSN CODE/SAC CODE	Quantity to be supplied	Unit price per passbook including GST and all other taxes and charges for door delivery at PSD Nagpur	Total Cost Rs. (Including all taxes and charges for door delivery in PSD Nagpur In words and figures)
1.	SB 5 (12 Pages + Cover Page) Passbook used in CBS and Non CBS Post Offices. (As per latest amendment) for the year 2020-21.		08,00,000/- (Eight Lacs only)		
2	SB 5A (4 Pages + Cover Page) Passbook used in CBS and Non CBS Post Offices. (As per latest amendment) for the year 2020-21.		2,00,000/- (Two Lac only)		
	Total		10,00,000		

Date
Station -

Signature, Designation
Stamp & Seal of supplier