# **Notice Inviting Tender**

# for conveyance of postal articles in airmail bags on Domestic Routes through Airlines

# **Table of Content**

SI. No.	Content	Page Nos
1.	NIT Part A & Part B	2-10
2.	Agreement (Annexure-I)	11-18
3.	Form of Bank Guarantee (Annexure-II)	19-20
4.	Pre-Contract Integrity Pact (Annexure-III)	21-26
5.	Details of Flights operated by Bidder (Annexure-IV(a) & (b))	27-33
6.	Load offered on Routes requiring special attention (Annexure-V)	34
7.	Technical Bid (Annexure-VI)	35

### No. 8-1/2025-D

### **Government of India**

### Ministry of Communications, Department of Posts Mail Business (Development & Operations) Division DakBhawan, Sansad Marg, New Delhi – 110001

Dated:17.07.2025

**Notice Inviting Tender** 

# PART- A

Online Tenders through e-procurement are invited on behalf of the President of India from the air operators approved by the Director General of Civil Aviation (DGCA) / authorized ground handling agencies(GHA) (hereinafter called authorized agents) of the domestic air operators for empanelment, for conveyance of postal articles in mail bags (hereinafter collectively referred to as mail bags) on the routes within India for a period of two years from the date of signing of the contract, extendable by one year on the same terms and conditions mentioned in this Notice Inviting Tender (NIT) document.

#### 2. Schedule of Tender

Date of Uploading of Tender	:	1700 Hrs on 17.07.2025
Amount of Earnest Money Deposit	:	Rs.40,00,000/- (Rupees Forty Lakhs only)
Last date for submission of query by the		1600 Hrs on 24.07.2025 at
bidder(s)		mailbusiness@indiapost.gov.in
Date of reply of query		1700 Hrs on 28.07.2025
Last Date & time of submission of tender	:	1700 hours on 09.08.2025
Date & time of Opening of Tender	:	1000 hours on 11.08.2025
Venue	:	Room 516 Dak Bhawan, Sansad Marg,
		New Delhi – 110001

# **PART-B**

#### Instructions for Submission of the Tender

- 1. The tender document, along with terms and conditions, has been uploaded on https://eprocure.gov.in. The bidders can log on to the website and view the tender document.
- 2. Bidders who are willing to participate in the tender process shall submit their technical bids, commercial bids etc. in the standard formats prescribed in the technical documents, available on https://eprocure.gov.in. The bidders should upload the scanned copies of the following documents, certificates etc. on https://eprocure.gov.in as part of their technical bids.
- (i) All pages of this NIT document including all Annexures (I-VI) duly signed along with company's seal on each page.
- (ii) Duly filled in Annexure IV (a), IV(b) and V, annexed to the NIT document.
- (iii) Pre- contract integrity pact in Annexure-III annexed to this NIT document, separately.
- (iv) Copy of air operator permit issued to the air operator by the DGCA for air operations in India.
- (v) In case bidder is an authorized <u>agent</u> of domestic air operator, a copy of authority letter <u>/</u> <u>agreement</u> from the authorized signatory of the air operator along with the copy of air operation permit issued to the air operator by the DGCA for air operations in India.
- 2.1 The bidders shall also upload the scanned copy of the Bill of Quantity (BOQ) as a part of their financial bid.
- 2.3 The bidder should sign on all documents, certificates etc. uploaded by him, owning responsibility for their correctness and authenticity failing which the bid will not be considered.
- 2.4 As per the directives of Department of Expenditure, Ministry of Finance, Government of India, this tender document has been published on the Central Public Procurement (CPP) portal (https://eprocure.gov.in). The bidders are therefore required to submit soft copies of their bids electronically on the CPP portal, using valid Digital Signature Certificates (DSC). More information, useful submitting online bids CPP for on the portal may be obtained at: http://eprocure.gov.in/eprocure/app.
- 2.4.1 Bidders are required to enroll on the e-procurement module of the CPP portal (http://eprocure.gov.in/eprocure/app) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of cost.

- 2.4.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 2.4.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for all communication with the bidder.
- 2.4.4 Upon enrolment, the bidders will be required to register their valid DSC, (class II or class III certificates with signing key usage) issued by any certifying authority recognized by Controller of Certifying Authorities (CCA) under the Government of India, along with their profile.
- 2.4.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible for ensuring that they do not lend their DSCs to others which may lead to misuse.
- 2.4.6 Bidders are required to log in to the site through the secured log-in by entering their user ID/password and the password of the DSC/e-Token.
- 3. An Earnest Money Deposit (EMD) of Rs. 40,00,000/- (Rupees forty lakh only) must be deposited by the bidders under GLCode 8844600540 in any post office in India, and should obtain the original receipt in form ACG 67/computerized receipt from the post office in token of having deposited the amount. Alternatively, the EMD can be deposited in the form of a demand draft or bank guarantee in favor of Director General, Department of Posts. The EMD would be refunded to the unsuccessful bidder(s) without interest after the finalization of the tender process and to the successful bidder(s) without interest only after the signing of the agreement and after the security money has been deposited as indicated in clause 11. Scanned copy of ACG-67 receipt/demand draft/bank guarantee should be uploaded along with the bid and the original documents should be sent by Speed Post or Registered Post to Shri Hariom Sharma, Assistant Director General (MO), Room No. 516, Dak Bhawan, Sansad Marg, New Delhi-110001 so as to reach him before the date and time of closing of the online uploading of the Bids. It may also be handed over in person to the concerned officer in Dak Bhawan, New Delhi. It may be noted that in case the original ACG-67 receipt/demand draft/bank is not received by the due date and time, the bid shall not be opened. EMD shall remain valid for a period of forty-five days beyond the final bid validity period.
- 3.1 The bids should be valid for a period of 180 days from the date of opening of the tenders. This should be so specified by the bidder in the commercial bid.
- 3.2 The technical bids will be opened online by a committee of officers of the Department of Posts duly constituted for the purpose at the time and date as specified in the tender document. All statements, documents, certificates etc. uploaded by the bidders will be verified and downloaded for technical evaluation. The clarifications and other details, if any, required from the bidders will be obtained by the committee.
- 3.3 The technical bids shall be evaluated against the specified parameters and criteria, by a committee of the officers of Department of Posts constituted for the purpose, and the technically

qualified bidders will be identified. The result of technical bid evaluation will be displayed on the https://.eprocure.gov.in which can be viewed by all bidders who have participated in the tender.

- 3.4 The commercial bids of only technically qualified bidders will be opened online by the authorized officers of the Department of Posts and the result will be displayed on the https://.eprocure.gov.in, which can be viewed by all bidders who have participated in the tender.
- 3.5 Withdrawal or modification in bid during period of validity is not allowed. If the bidder(s) are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be debarred 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 Department
- 4. A single base rate (separate for each time slot) valid for two years should be quoted in the Bill of Quantity (BoQ) template 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.
- A.1 Rates should be quoted in terms of per ton kilometer (TKM) and only in Indian Rupees (in figures as well as words in English) for each time slot separately. In case of difference of rate in figures and words, the rate written in words shall only be considered.
- 4.2 The rates quoted by the bidder(s) shall be firm and final and exclusive of the prevailing Goods and Services Tax (GST)/Government Taxes/Cess, etc. Taxes/Cess, etc if any, to be paid, should be indicated separately in the bids by the bidders; otherwise no extra payment would be made for this purpose. Taxes/Cess etc. would be paid at the prevailing rates at the time of payment of bills. As per Government rules and regulations, income tax and any other tax / duty etc. that is required to be deducted at source, shall be deducted at prevailing rates at the time of payment.
- 5. Department of Posts intends, through this tender process, to arrive at a panel of air operators and/or authorized agents of air operators for conveyance of mail bags on routes within India. Such a panel would consist of those air operators and/or authorized agents of air operators whose quotes are found below or at par with the cut off rates as well as those who agree to reduce the rate quoted by them to the level of cut off rates which will be arrived at by averaging all bids ignoring the extreme high rate(s)\*, if any, for each time slot separately (refer clause 7 below)
- \*Extreme High Rates: Any rate which exceeds the mean value of rates offered by the bidders, by more than the standard deviation of these rates will be treated as extreme high.
- 6. Department of Posts will utilize the services of the empaneled bidders as mentioned in clause 5 above, for any route at any time including Region of Aircraft Movement & Parking (RAMP facility) for conveyance of mail, depending upon its operational requirements, and as per the rates offered by the bidder.
- 6.1 In case an air operator terminates its agreement with its authorized agent (i.e the bidder which has been empaneled by the Department through the bid process) during the currency of the

contract, the Department will reserve the right to enter into agreement with the air operator itself or the newly authorized agent of the airlines, on the same terms and conditions during the remaining period of the agreement.

#### 7. Bidders are required to indicate:

(i) Details of flights operating between pair of cities during all three times slots i.e., Time Slot I - 0001 to 0900 hours, Time Slot II- 0901 to 1900 hours and Time Slot III-1901 to 2400 hours to facilitate DoP to identify the flight for booking of hard block for any pair of cities/ utilise the services for prompt transmission of mail during that slot as per operational requirements of the Department. The updated details will be shared by the bidder(s) with the respective Postal Circle from time to time. (Annexure-IV(a)and IV(b))

The Department of Posts reserves the right to utilize any other route of the bidder(s) in any time slot if the bidder(s) are operating on that route subject to operational requirements of the Department.

- 7.1 DoP will decide the order of preference among the selected bidders to be used to carry mails for each pair of cities mentioned in Annexure-IV(a) and IV(b) in every time slot keeping in view the operational requirements of mail product being transmitted. The Bidder(s) shall be given preference subject to factors like availability of direct flight connectivity, number of daily scheduled flight (for the pair) specifically in the desired time slot, minimum transit time (between origin and destination) and adherence to the SLAs requirement.
- 7.1.2 In case where the first preferred selected bidder cannot be used for operational or other reasons like cancellation of flights, off-loading of mails, non-availability of daily flight, security reasons etc. other selected bidder(s) may be used for conveying mails by DoP.
- 7.1.3 In case there are more than one flight operated by an air operator in one time slot, Department may indicate its preference for a specific flight, which has to be given preference by the bidder.

Clause 7.2 of NIT- Department will also book the hard block in particular flights in any selected time slot as per operational requirements arising from time to time. The selected bidder will have to ensure conveyance of mail through that identified flight in the selected time slot without fail. Initially, the anticipated minimum guaranteed weight, will be 100 kg for pair of cities mentioned in Annexure-IV(a) in a specified time slot. Thereafter, for a better weight management, DoP (concerned Circle) will forecast the expected mail weight for the next month and will also provide weight guarantee to the selected bidder on the agreed weight between DoP & the selected bidder. DoP (concerned Circle) will forecast the mail weight for the next month by 25th of the current month and selected bidder will be required to inform DoP by 28th of the current month in which the forecast is given, regarding the anticipated acceptance of the forecasted weight for the next month. Non-response from the bidder by 28th of the current month will be treated as acceptance by the bidder to reserve the full weight as guaranteed/ shared by DoP (concerned Circle).

- 7.2.1 However, in case of special requirement, (over and above the weight already communicated) such as transmission of exam material or any such mail of importance, Circle will intimate the quantum as well as duration of such requirement to the concerned airlines 48 hrs in advance.
- 7.2.2 The minimum weight guarantee may be extended by DoP for any other cities/time slots as per operational requirements arising from time to time.
- 7.2.3 In case DoP is unable to utilize the space for guaranteed weight reserved by selected bidder, DoP will be liable to pay the full amount of the booked space for guaranteed weight.
- 7.2.4 DoP will understand and consider the request of selected bidder for reservation of partial weight in certain circumstances, if intimated to DoP well in advance, then the remaining weight may be allotted to other empanelled bidder on the terms of clause 7.1 of Part-B of this tender document without any weight guarantee.
- 7.2.5 In no case, the selected bidder will deny the conveyance of mail in any season due to load factors or peak seasons etc, and must give priority to DoP mail and will respect the advance anticipated mail weight communicated to them. In case of non-adherence to this clause, penalty will be levied on the bidder for any difference in amount paid by DoP to other carrier over and above the bid rates, if any.
- 7.3 While identifying the routes, the Department of Posts has also included those stations which are not connected by direct flights. For example, the bidders may transmit mail from say Kolkata (CCU) to Madurai (IXM), even though there may not be a direct flight between these stations and these stations may be connected through an intermediate station, say Chennai. In such cases, the bidder(s) will internally transfer mail bags, without the intervention of the Department of Posts at the intermediate station.
- 7.3.1 "Successful bidder(s) will ensure that the postal bags at the intermediate stations are transmitted to the destination by the next available flight within six hours of landing at intermediate station or earlier, failing which department will have the right to make deductions from the payment to be made to the bidder as per the terms of agreement in Annexure I."
- 7.4 There may be routes not identified based on the list of stations mentioned in the Annexure IV(a) and IV(b) on which flight(s) by some or all air operators are either being operated at the time of bidding and signing of the Agreement or introduced subsequently, during the currency of the Agreement. In such cases, the bidder(s) will offer minimum load that they can carry on such route(s), at the same rates as per the agreement.
- 7.4.1 After having signed the agreement, the successful bidder(s) concerned must offer to carry daily load on the sectors as indicated in Annexure V (Special Sectors). Daily quantum of load on such sectors will be decided by the DoP in the booking Circle/ location in consultation with the local airlines representatives.

- 8. The successful bidder(s) will facilitate and allow interface of its system with the Department of Post's system for track and trace of mail bags. The bidder(s) will enable Electronic Data Interchange (EDI) for smooth exchange of information with the Department of Posts, and will complete and when the Department's system being in place in this regard.
- The successful bidder(s) shall be eligible for full payment as per the rate approved for them only in case they provide bag level track and trace information through the system to the Department as per the conditions laid down in clause 8 above. In case, Department's IT system is not functional for acceptance of bag level tracking information provided by airlines, successful bidder(s) will have to submit a copy of waybill either duly signed or acknowledged through authentic electronic means by DoP representatives at the destination to the booking circle indicating the details of the bag handed over to the destination along with the flight number and the time of hand over. Such copy of the way bill, will also have to be submitted along with the bill while raising the payment claim with the booking Circle.
- 8.2 In case, the information as indicated in para 8 and 8.1 above (as applicable) are not provided by the successful bidder(s), deduction from the rates offered by the bidder will be implemented as per the terms of agreement in Annexure I.
- 9. The local representatives of Department of Posts, will hand over the mail bags along with bag details invoiced in delivery bill (in four copies or otherwise as per the requirement of the Department of Posts) to the airlines concerned. Identified bidder(s) will ensure that one copy duly signed at the destination indicating the details of the bag, flight number and time of handover, is provided to the booking Circle as mentioned in clause 8.1 above, failing which the Department will have the right to make deductions from the payment to be made to the bidder as per the terms of agreement in Annexure I.
- 9.1 It is expected that generally, there will be no off-loading of mail bags, after security check (x-ray point). However, in case if there are frequent cases of off-loading of mail bags, the Department reserves the right to shift the mail bags on the route(s) to other bidders as required.
- 9.2 In case, part of a consignment of mail bags invoiced in the Airway bill is not conveyed through the scheduled flight or is off-loaded due to reasons beyond the control of the bidder, such part of the consignment of mail bags must be carried by the next earliest available flight, accompanied by revised airway bill, with necessary corrections, to be prepared by the bidder. In all such cases, the designated office of the Department of Posts at the originating station shall be informed by the bidder immediately.
- 9.3. In case mail bags are detained at the security point, the successful bidder(s) will ensure that the bags are returned to the designated mail offices within a reasonable time not exceeding 4 hours from the time these bags are released by security, failing which the Department will have the right to make deductions from the payment to be made to the bidder as per the terms of the agreement in

Annexure I. The bag number of the detained bags will be shared with the department through electronic system or as applicable.

- 9.4 If the said mail bags are over carried beyond the destination due to the negligence of the successful bidder(s) or its employees or agents the conveyance charges would be paid only up to the destination and the successful bidder(s) shall reimburse the Government the additional expenditure, if any incurred by the Government in re-forwarding such articles to destination.
- 9.5 In case of any discrepancy between the mail bags handed over and the accompanying delivery bill(s), or mail bags handed over without delivery bill(s), an inventory of mail bags actually handed over, shall be prepared and signed by the bidder and the authorized official of the Department. The inventory will be submitted by the successful bidder(s) to the booking Circle while raising claim for payment.
- 10. The successful bidder(s) will be responsible for meeting all the security requirements necessary for carriage of mail bags at the concerned airports as mandated by the Bureau of Civil Aviation Security (BCAS) and the DGCA.
- 11. The successful bidder(s) will have to deposit the security deposit in the form of a bank guarantee duly pledged in favor of Director General (Postal services), Department of Posts, Dak Bhawan, Sansad Marg, New Delhi 110001. The security deposit will not be adjusted against any payment due to the bidder from the Department.
- 12. The security deposit can be forfeited by an order of the Department of Posts in the event of any breach or negligence or non-observance of any condition of Agreement. On expiry of the Agreement, such portion of the said security deposit as may be considered by the Department of Posts sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final settlement of account with the bidder.
- 13. The Department of Posts reserves the right to accept or reject any bid or part thereof without assigning any reasons whatsoever.
- 14. The Department of Posts reserves the right to negotiate the rate quoted by the bidders.
- 15. The Department of Posts gives no guarantee of any minimum weight to be carried by the successful bidder(s) except as mentioned in clause 7.2 above.
- 16. The successful bidder(s) shall carry the entire quantum of mail bags handed over by Department of Posts in connection with a particular flight. If the same is offloaded due to reasons beyond the control of the bidder(s), the same must be carried through the next available flight in the same time slot. If the immediate next flight is not available in the same time slot, such mail bags ought to be carried through first available flight in the next time slot. In such cases, the rate agreed for time slot booked or utilized, whichever is lower, will be applicable. Besides, deductions to be made by the Department as indicated in the Agreement form Annexure-I

16.1 In case, the bags are not carried by the available flight even after acceptance, when the situation is within the control of the bidder, the Department of Posts will have the right to make deductions from the monthly bill submitted by the bidder as indicated in the Agreement form Annexure-I

- 17. In case of utilization of the connecting flights, where direct flight(s) is (are) available, payment shall be restricted to the shortest distance by a direct flight even if the actual distance covered by connecting flights may be more.
- 18. In case Department desires, it can enter into agreement with a DGCA approved operator / GHA during the currency of the proposed duration of agreement for conveyance of air mail, provided i) the operator / GHA agrees to the minimum rate among the empaneled partners, ii) agrees to all terms and conditions of the NIT along with the technical requirement and (iii) there is a request for their services from the Department.

A committee of officers at an appropriate level will be constituted, as required, to scrutinize and approve the entry of new operator / GHA as per prescribed conditions in NIT.

- 19. Terminal Storage and Processing (TSP) charges for handling of mail bags at cargo point (inward and outward) as per AAI (Storage & Processing of Cargo, Courier & Express Goods & Postal Mail) Regulation, 2003 to Airlines, will be borne by selected bidder/carrier.
- 20. The terms and conditions mentioned in Part B of this NIT shall form an integral part of the Agreement to be signed between Department of Posts and the successful bidder(s).
- 21. Any query regarding the NIT should be sent to <a href="mailbusiness@indiapost.gov.in">mailbusiness@indiapost.gov.in</a> within 7 days from the date of uploading of the NIT.
- 22. Successful bidder(s) will have to enter into an Agreement with the Department of Posts for a period of two years extendable by one years on the same terms and conditions in the prescribed agreement form given at Annexure I.

(Hariom Sharma)

ADG (Mail Operations)

Tel: 011-23096212

(ছিবিओम হার্দা)
(HARIOM SHARMA)
ব্যারক মহানিইকাল(ব্দ.ঝা.)
Assistant Director General (MO)
বাষ্ণাব্য গাঁমাকব/Min.of Communications
ভাক বিশাল/Deptt. of Posts

### **AGREEMENT**

1.

2.

THIS AGREEMENT	made on this		day of	
between the President of				
Communications, Departm	ent of Posts, Gove	rnment of India	, New Delhi h	ereinafter called the
"Government" (which expre	ssion shall unless ex	cluded by or rep	ugnant to the o	context be deemed to
include its successors in	office, representa	tives and assi	gnees) on th	e ONE PART and
(s	et out and interpret	the duties on the	ne other part)	having its registered
office at	_,hereinafter called t	he "Bidder" (whi	ch expression s	shall unless excluded
be repugnant to the contrassignees) on the OTHER		include its succ	essors in bus	iness and permitted
WHEREAS the bidd	er has agreed with tl	he Government	to pick up, carr	y, convey and deliver
postal bags (containing Pos	, ,			•
Indian Post Office Act, 1898 hereinafter.	3 as amended from ti	me to time upon	the terms and	conditions contained
NOW THESE PRES	SENT witnesses that	the parties have	e mutually agre	ed as under.
Scope of the Wo	ork			
	•		•	ce and delivery of the
said mail bags by air service and hand over to the postal	=			spective destinations
<b>1.2</b> The terms and con form an integral part of this			IT document d	ated shall
Effective date ar	nd period of va	alidity		
_				hall continue in force
tillunless det	ermined earlier in ac	cordance with th	ie terms here u	nder.

# 3. Responsibilities of the Bidder

- 3.1 The bidder shall arrange such air service through scheduled and non-scheduled air transport services plying in India at its own cost.
- 3.2 The bidder shall give priority to mail bags handed over by the Department of Posts subject to the arrangement in clause 4.2 below.
- 3.3 The successful bidder(s) shall at least carry the entire quantum of mail bags handed over by the Department of Posts and accepted by the bidder(s) in connection with a particular flight. In case any mail is offloaded/not connected, due to reasons beyond the control of the bidder(s), the same

will be communicated with adequate justification to the DoP in writing. The offloaded mail must be carried through the next available flight. (Refer clause 16 of NIT Part-B)

- 3.4 The bidder shall carry at least the minimum load booked for route(s) for the particular time slots on a particular date furnished by the bidder in **Annexure IV(a)**. In case Department indicates its preference for a specific flight within the particular time slot, the bidder will **ensure utilization of that particular flight** for carriage of mail. (**Refer clause 7.2 of NIT Part-B**)
- 3.5 Special Sectors (indicated in Annexure-V), where Department requires special attention for transmission of postal mail by air, the Airlines agreeing to enter into contract with the Department under the current NIT will be mandatorily required to offer daily load across flights if operating in these sectors. Besides, the list of sectors as identified under Annexure-V, may also be modified by the Department from time to time & notified to the airlines.
- 3.5.1 In case the airlines refuse to offer space on these routes, it may lead to termination of the Agreement.
- 3.6 The designated officer(s) of Department of Posts, as referred to in para 9 of Part B of NIT document, will hand over the mail bags along with bag details invoiced in delivery bill (in four copies or otherwise as per the requirement of the Department of Posts) to the successful bidder. Airlines will ensure that one copy duly signed at the destination by the DoP representatives indicating the details of the bag, flight number and time of handover will be handed over to the booking Circle. Copy of the way bill duly signed by the DoP representatives at the destination end will also have to submitted along with the bill while raising the payment claim with the booking Circle.
- 3.6.1 Once the Department is ready to exchange electronic data with the airlines, it will be the responsibility of the airlines to integrate with the Departments IT System.
- 3.6.2 In case, part of a consignment of mail bags invoiced in the delivery bill is not conveyed through the scheduled flight or is off-loaded due to reasons beyond the control of the bidder, such part of the consignment of mail bags must be carried by the next available flight, within the particular time slot on a particular date for the said destination(s), accompanied by revised delivery bill, with necessary corrections to be prepared by the bidder. In all such cases, the designated office of the Department of Posts at the originating station shall be informed by the bidder immediately.
- 3.6.3 In case of any discrepancy between the mail bags handed over and the accompanying delivery bill(s), or mail bags handed over without delivery bill(s), an inventory of mail bags actually handed over, shall be prepared by the bidder and signed by the bidder and the Department.
- 3.7 The bidder must assign mail handling process at all levels, from receipt of mail from the Department of Posts to its loading on to the aircraft and vice versa, to such personnel who are aware of the importance of security of mail at all times and are sensitized enough of its careful and expeditious handling.
- 3.8 In the event of any breakdown of service beyond its control and the resultant inability of the bidder to dispatch mail bags in connection with a particular flight, the bidder shall inform the assignee and the office concerned at least three hours before the departure of the said flight. In cases where the whole load cannot be sent and mails are offloaded, which must be only in exceptional cases, the bidder must inform the details of offloaded bags to the concerned office of Department of Posts within 60 minutes of the departure of the said flight and arrange to send it by the next available flight in the same time slot, subject to availability of flight in that time slot. If the Department of Posts

desires to send such mail by any alternative airlines, such bags must be handed over to the concerned office within 30 minutes plus the actual time taken between the airport and the point of handover, of such request being made by the Department.

- 3.9 The bidder shall ensure that the postal bags at the intermediate stations are transmitted (through RAMP transfer) to the destination within six hours or by the next available flight whichever is earlier.
- 3.10 In case mail bags are detained at the security point, the airlines will ensure that the bags are returned to the designated mail offices within a reasonable time not exceeding 4 hours. Besides, the bag number of the detained bags will be shared with the department through the system or otherwise as applicable. (clause 9.3 of NIT Part B)
- 3.11 The bidder shall not assign, transfer or otherwise part with the benefits of this contract or any part thereof or the rights and obligations hereunder without the prior consent of the Government in writing.
- 3.12 The bidder will accept mail upto 2 hours before the departure of the flight. In case, any bidder(s) agrees to **accept** mail at a shorter cut off, preference will be given to them. Similarly, the bidder will hand over mail within 90 minutes plus the actual time taken between the airport and the point of handover, after the arrival of the flight.

# 4. Responsibility of the Department

- 4.1 The Department shall hand over the said mail bags (except such mail bags as the Department of Posts may for special reasons decide not to deliver) for carriage or conveyance by air.
- 4.2 Department agrees to specify within fair approximation the maximum possible offering for each day on various services, **ex different stations** of the receipts of the bidder, subsisting arrangement to be periodically reviewed and amended by mutual consent. This however, shall not be treated in any event as guarantee of any minimum weight of the said articles **except for the pair** of cities mentioned in Annexure IV (a), for which minimum weight guarantee will be assured by the Department. (Refer clause 7.2 of Part B of NIT).

# 5. Terms of Payment

5.1 The bidder shall be paid for the carriage or conveyance of the mail bags at the rates **as** under:

SI.	Time Slot	Rate (in Rs.) per ton km*
1.	00010900 hrs	
2.	0901-1900 hrs	
3.	1901-2400 hrs	

<sup>\* (</sup>only to be entered at the agreement signing stage). This clause is to be read in line with para 4.1 and 4.2 of Part B of the NIT document.

- 5.2 Notwithstanding the estimated maximum possible offerings furnished to the bidder under provision of clause **4.2** of this Agreement, payment to the bidder will be made only for the actual load carried except for the pair of cities **as per clause 7.2 and 7.2.3** of **Part B of the NIT document.**
- 5.3 Monthly bills of carriage or conveyance charges shall be presented by the bidder in triplicate to respective Heads of Postal Circles of dispatch on or before the 15<sup>th</sup> day of each succeeding month, as per procedure to be specified by the Director General (Postal Services) in this regard. Department will ensure payment within 60 days from the date of receipt of bills, subject to availability of fund.

# 6. Penalty for loss, damage, tampering, over carriage etc.

- 6.1 The bidder shall be responsible for the safety of the mail bags during its custody or control and shall be liable to pay, in case of loss, damage, or tampering thereof such amount as the Government may be required to pay to the senders or addressees of the postal articles contained in mail bags so lost, damaged or tampered with. In the event of the loss or damage to or tampering with the articles which are registered or insured, the bidder shall reimburse to Government in respect of Speed Post, registered or insured articles so lost, damaged or tampered with such sums of money as shall be equivalent to the amount which may have to be awarded and paid by the Government to the senders or addressees of Speed Post, registered or insured articles as compensation for the loss, damage or tampering thereof, provided that the certificate of the Head of the Circle/Region/Division of every amount payable by the bidder under this clause shall be conclusive evidence of the amount thereof and be binding on the bidder.
- 6.2 If the said mail bags/article(s) contained therein are lost or destroyed as a result of an accident to the aircraft, no air conveyance charges shall be payable to the bidder in respect of the articles so lost or destroyed for any part of the flight except for registered and insured articles, so lost or destroyed in respect of which the bidder has discharged the liability referred to in Clause 6.1 of the agreement. In this case, the bidder shall be entitled to the conveyance charges for the part of the flight actually performed by the aircraft up to the point of the accident. In the event of the interruption of the air services on route leading to the non-delivery of the said articles at the usual airports, payment shall be due to the bidder only for the part of the journey terminating at the last port of call regularly served.
- 6.3 If on account of violation of clause 3.3 of this Annexure I read with para 16 of Part B of the NIT document, the said mail bags are **off-loaded/ not connected**, except for reasons beyond the control of the bidder, the bidder will be liable to pay a penalty of the total amount to be paid for the carriage of load of such mail bags by the Government in connection with a particular flight, unless the airlines, communicate the reasons in writing, for such off-loading and the Department is satisfied with the reasons stated, as under.

#### A. In case where hard block is booked:

SI.	Penalty Rate	Remark					
1.	10%*	If the mail bags are not carried by the identified flight but carried by flight(s)					
		within an hour of that particular flight on same date in the same time slot					
2.	15%*	If the mail bags are not carried by the identified flight but carried by flight(s)					
		after an hour of that particular flight on same date in the same time slot.					
3.	15%* (the rate	If the mail bags are not carried by the identified flight but carried by flight(s)					
	agreed for	after an hour of that particular flight in the different time slot.					
	time slot						
	booked or						

utilized,		
whichever is		
lower, will be		
applicable)		

\*of the total amount for the mail bags, which was not carried by the flight(s) within a particular time slot on a particular date to be deducted from the payment of that particular month.

#### B. Except A above

10% for others (except hard block) of the amount payable for the load of mail bags that are off-loaded/ not connected.

- 6.4 In case of violation of clause 3.5 of Annexure I read with 7.1 of Part B of the NIT document, the bidder will be liable to pay a penalty @ 10% of the total amount for the mail bags, which was not carried by the flight(s) within a particular time slot on a particular date to be deducted from the payment of that particular month.
- The bidder shall ensure that the said mail bags are **handed over** to designated officer(s) of the Department of Posts **within ninety minutes** of the time of arrival at the aircraft at the tarmac. For every delay of an hour, or part thereof, in the handing over process, the bidder shall be liable to pay a penalty @ 10% for the cities mentioned in Annexure IV(a) & IV(b) and 5% for cities other than those mentioned in these Annexures of the total amount to be paid by the Department in connection with the mail carried by the particular flight.
- 6.6 The bidder shall ensure that the mail bags will be handed over to the designated officer(s) of the Department along with the correct delivery bill(s) as specified in clause 3.6, 3.6.2 and 3.6.3 of this Annexure read with para 8.1, 9 and 9.5 of Part B of the NIT document. Failure to do so, shall result in a penalty @ 5% of the amount payable for the load of mail bags handed over without such documentation.
- 6.7 The airlines will **share the electronic data** with the department as indicated in clause 8 of Part B of the NIT read with clause 3.6.1 of Annexure I. Failure to do so, shall result in a penalty @ 5% of the amount payable for the load of mail bags handed over without electronic data.
- 6.8 The bidder shall ensure that the postal bags at the intermediate stations are transmitted to the destination within six hours or by the next available flight whichever is earlier, as per clause 3.9 of Annexure I read with clause 7.3.1 of the Part B of the NIT. Failure to do so, shall result in a penalty @ 5% of the amount payable for such load of mail bags to be deducted from the payment to be made to the bidder.
- In case mail bags are **detained at the security point**, the bidder will ensure that the bags are returned to the designated mail offices within a reasonable time not exceeding 4 hours, as per clause 9.3 of Part B of the NIT read with clause 3.10 of Annexure I. Besides, the bag number of the detained bags will be shared with the Department through the electronic system or otherwise as applicable. Failure to do so, shall result in a penalty **@ 10**% of the amount payable for such load of mail bags to be deducted from the payment to be made to the bidder.
- 6.10 As per clause 3.8 of this Annexure, in case the bidder is unable, due to any reason beyond its control, to despatch bags **in connection with a particular flight**, it should inform the Department, three hours in advance before departure of flight. Similarly, if bags are offloaded, the same should be informed to Department of Posts within 60 minutes of the departure of flight and if DoP desires to send such mail by any alternative airlines, such bags must be handed over to the concerned office/representatives at the airport **within 30 minutes** plus the actual time taken between airport and point

of handover, of such request being made by the Department. Failure to do so shall result in a penalty **@ 15% for hard block (irrespective of time slot) and 10% for others (except hard block)** of the amount payable for the load of mail bags handed over after the due time.

- 6.11 If the said mail bags are **over carried beyond the destination** due to the negligence of the bidder or its employees or agents the conveyance charges would be paid only up to the destination and the bidder shall reimburse the Government the additional expenditure, if any incurred by the Government in re-forwarding such articles to destination over and above penalty **@ 15% for hard block (irrespective of time slot) and 10% for others (except hard block)**.
- 6.12 More than **three instances of over carriage** of mail beyond the destination leading to delayed delivery, by a particular bidder, on a particular route, shall make the bidder liable to pay a penalty @ 1% of the total amount to be paid by the Department, for every subsequent instance of delay in connection with the mail carried by a particular flight on the route for that particular month.
- 6.13 The amount of penalty, as admissible for the reasons indicated in clause 6.1 to 6.12 above, shall be deducted by the Government at the time of settlement of bill of carriage presented by the bidder for that particular month, or otherwise as decided by the Department.

### 7 Extension of the contract

Notwithstanding the period of validity, the Government reserves the right to extend the validity of the contract by one year after the expiry of the present contract at the same rates as agreed to and other terms and conditions of the contract. The bidders, shall undertake to extend the period of contract accordingly.

7.1 The extension of the contract, as above, will be subject to the service provider providing satisfactory service. In all cases where the Service Provider has been levied a cumulative penalty of 5 % of the total contract value, extension beyond the initial period of two years may not be considered.

# 8 Security Deposit

The bidder shall for due and punctual performance of its obligations under agreement furnish simultaneously with the execution of this agreement a security deposit for a sum of **Rs.30,00,000** (**Rupees Thirty lakhs only**) \*\*. The security deposit can be made in the form of a bank guarantee in the prescribed form, duly pledged in favour of Director General (Postal services), Department of Posts, Dak Bhawan, Sansad Marg, New Delhi 110001.

The amount of Security deposit furnished by the bidder will be reviewed after six months of operationalization of the tender and it will be adjusted to bring it to the level of 3% of the average monthly payment likely to be received by the bidder in a year. The bidder shall furnish the revised amount of security deposit within 30 days of the receipt of the demand notice from DoP in this regard. Failure to furnish the revised security deposit will make the agreement liable for termination.

\*\*The total amount of performance security deposit comes out Rs. 3,00,00,000/- (Rupees Three Crores only). Hence, the amount of Rs. Rs.30,00,000 (Rupees Thirty lakhs only) has been arrived at by assuming 10 successful bidders. The performance security deposit per bidder may vary according to the number of successful bidders at the time of final execution of the contract.

### Termination of contract

- 9.1 In the event of any breach of the terms and conditions of this agreement by the bidder, the Government may terminate the agreement but without prejudicing its rights of recovery of damage or loss.
- 9.2 Nothing in this Agreement shall be deemed to affect, in any manner, the provisions of law relating to the operation of air service in India.

### 9.3 Termination for convenience:

- 9.3.1 The Department of Posts may at any time terminate this Agreement due to convenience by providing a 30 (thirty) days written Notice to the bidder.
- 9.3.2 In case of termination of this Agreement by Department of Posts due to convenience as per this clause, the payments to the bidder shall be limited to the services rendered up to the point of termination.

### 9.4 Termination for change of control:

- 9.4.1 The service provider will give written information to the Department of Posts for any Change of Control of the service provider taking place.
- 9.4.2 The Department of Posts may terminate this Agreement by written notice, if there is a Change of Control to which Department of Posts objects or which in sole discretion of the Department of Posts adversely affects the technical capability of the service provider to perform its obligations under this Agreement except where the Department of Posts has given its prior written consent to the particular Change of Control which subsequently takes place as proposed.

### 9.5 Termination by service provider:

- 9.5.1 The service provider may serve written notice on the Department of Posts at any time to terminate this Agreement with immediate effect in the event of a material breach by Department of Posts, provided that such breach is on account of non-payment by the Department of Posts, of any amount under this Agreement which is undisputed, beyond a period of 90 (Ninety) days after the submission of the bills by the Airlines.
- 9.5.2 The service provider's right of termination under this clause (clause 9.5) shall not apply to non-payment of the amounts by the Department of Posts where such non-payment is due to the Department of Posts exercising its rights under clause 6 of this Agreement.

# 10. Force Majeure

If at any time the performance in whole or in part, by either of any obligation under this agreement shall be prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fire, flood, explosion, pandemic or acts of God (herein referred to as events) provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence of the event. Neither party shall by reasons of such event be entitled to terminate the contract nor shall have any claim for damages against the other in respect of such event. Obligations arising out of this contract shall resume after the event or events have come to an end or ceased to exist. The decision of Director General, Posts as to whether such event or events have come to an end or ceased to exist shall be final and conclusive.

#### 11. Arbitration

In the event of any dispute or difference arising under the contract or in connection thereof, except as to the matter the decision of which is specifically provided herein, the same shall be

referred to the sole arbitration of the Director General (Postal Services), Department of Posts or of such officer as may be appointed by him. There will be no objection to any such appointment that the Arbitrator is a Government Servant. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Conciliation Act, 1996, the rules made there under and any modification thereof, for the time being in force, shall apply to the arbitration proceedings as above. The venue of arbitration shall be New Delhi. Each party shall bear their respective cost of arbitration unless the arbitration award otherwise provides.

In witness whereof Department of Posts for and on behalf of the President of India has set his hand to this Agreement and the Bidder has caused its common seal to be hereunto affixed the day and year first above.

Signed by the authorized representative for and on behalf of the Bidder Signed by

Department of Posts for

and on behalf of the President of India

Signature Name and Address

Witness 1

Witness 2

# Annexure- II

# FORM OF BANK GUARANTEE

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# Annexure - III

### PRE-CONTRACT INTEGRITY PACT

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WHEREAS the SERVICE USER proposes to procure the services of ........ to accpet, carry, convey and handover postal articles and the SERVICE PROVIDER is willing to offer the said services; and

WHEREAS the SERVICE PROVIDER is a company constituted in accordance with the relevant law in the matter and the SERVICE USER is a Department of the Govt. of India performing its functions on behalf of the President of India.

#### NOW, THEREFORE,

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

Enabling the SERVICE USER to obtain the desired said services 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 -

### Commitments of the SERVICE USER

- 1.1 The SERVICE USER undertakes that no official of the SERVICE USER, connected 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 with 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 SERVICEUSER the proceedings under the contract would not be stalled.

# 3. Commitments of SERVICE PROVIDERS

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

- 3.1 The SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SERVICE USER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation contracting and implementation of the contract.
- 3.2 The SERVICE PROVIDER further undertakes that it has not given, offered promised to give, directly or indirectly any bribe, gift, consideration reward favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SERVICE USER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 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.
- 3.4 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.
- 3.5 The SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.6 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.
- 3.7 The SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

- 3.8 The SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.9 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.
- 3.10 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. Security Deposit

- 5.1 The SERVICE PROVIDER will have to make a security deposit which will be furnished simultaneously with the execution of the Agreement with the Department of Posts. A confirmed guarantee (Annexure II) by an Indian Nationalised Bank, promising payment of the guaranteed sum to the SERVICE USER (Director General, Department of Posts, Dak Bhawan, Sansad Marg, New Delhi 110001) 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.
- 5.2 The Security Deposit shall remain valid up to a period of sixty days beyond the contract period of two years i.e. (two years & two months) or the complete conclusion of the contractual obligations to the complete satisfaction of both the SERVICE PROVIDER and the SERVICE USER, 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 Security Deposit for the period of its currency.

### 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:

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- (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 Security Deposit (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, with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a SERVICE PROVIDER. If any outstanding payment is due to the SERVICE PROVIDER from the SERVICE USER in connection with any other contract for any other services, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and Security Deposit, 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 Integrity Pact by SERVICE PROVIDERS 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 Security Deposit 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 Integrity 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 Integrity Pact.

### 7. Fall Clause

7.1 The SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar services 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 Monitor

- 8.1 The SERVICE USER has appointed independent Monitor Sh. Raj Kumar Singh, IRS (Retd.) Ex-Member, Customs, excise and Service Tax Appellate Tribunal and Sh. Animesh Chauhan, Former MD & CEO Oriental Bank of Commerce for this Pact in consultation with the Central Vigilance Commission.
- 8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitor 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 Integrity Pact, he will so inform the Authority designated by the SERVICE USER.
- 8.6 The SERVICE PROVIDER 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 agencies and sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the SERVICE PROVIDER/agencies/subcontractors 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 Integrity 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 Integrity Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the SERVICE USER.

# 11. Other Legal Actions

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

# 12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto two years or the complete execution of the contract to the satisfaction of both the SERVICE USER and the SERVICE PROVIDER/Seller, 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 Integrity Pact turn out to be invalid, the remainder of this Integrity Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

<b>13.</b> The parties hereby sign this Integrity Pact a	aton
SERVICE PROVIDER Name of the Officer	SERVICE USER Authorised Signatory
Designation	Department of Posts
Witness	Witness
1	1
2	2

# Annexure-IV(a): Metro to Metro

	Name of Origin station	Name of Destination Station	Details of Flights operative in eachTime Slot						
S.N.	_	_		ot- I(0001 to 10 hrs)	190	ot-II (0901 to 00 hrs)	Time Slot- III (1901 to 2400 hrs)		
	From	То	Count of Flights	Flight Number(s)	Count of Flights	Flight Number(s)	Count of Flights	Flight Number(s)	
1	Bengaluru	Chennai							
2	Bengaluru	Delhi							
3	Bengaluru	Hyderabad							
4	Bengaluru	Kolkata							
5	Bengaluru	Mumbai							
6	Chennai	Bengaluru							
7	Chennai	Delhi							
8	Chennai	Hyderabad							
9	Chennai	Kolkata							
10	Chennai	Mumbai							
11	Delhi	Bengaluru							
12	Delhi	Chennai							
13	Delhi	Hyderabad							
14	Delhi	Kolkata							
15	Delhi	Mumbai							
16	Hyderabad	Bengaluru							
17	Hyderabad	Chennai							
18	Hyderabad	Delhi							
19	Hyderabad	Kolkata							
20	Hyderabad	Mumbai							
21	Kolkata	Bengaluru							
22	Kolkata	Chennai							
23	Kolkata	Delhi							
24	Kolkata	Hyderabad							
25	Kolkata	Mumbai							
26	Mumbai	Bengaluru							
27	Mumbai	Chennai							
28	Mumbai	Delhi							
29	Mumbai	Hyderabad							
30	Mumbai	Kolkata							

# Annexure IV(b): Metro and Selected Cities

	Name of Origin station	Name of Destination Station	Details of Flights operative in eachTime Slot					
S.N.				Time Slot- I(0001 to 0900 hrs)		lot-II (0901 900 hrs)	Time Slot- III (1901 to 2400 hrs)	
	From	То	Coun t of Flight s	Flight Number( s)	Coun t of Flight s	Flight Number( s)	Coun t of Flight s	Flight Number( s)
1	Bengaluru	Agartala						
2	Bengaluru	Ahmedabad						
3	Bengaluru	Aizwal						
4	Bengaluru	Bhopal						
5	Bengaluru	Bhubaneswar						
6	Bengaluru	Dehradun						
7	Bengaluru	Dimapur						
8	Bengaluru	Goa						
9	Bengaluru	Guwahati						
10	Bengaluru	Imphal						
11	Bengaluru	Itanagar						
12	Bengaluru	Jaipur						
13	Bengaluru	Jammu						
14	Bengaluru	Lucknow						
15	Bengaluru	Patna						
16	Bengaluru	Pune						
17	Bengaluru	Ranchi						
18	Bengaluru	Shillong						
19	Bengaluru	Srinagar						
20	Bengaluru	Thiruvananthapur am						
21	Bengaluru	Vijaywada						
22	Chennai	Agartala						
23	Chennai	Ahmedabad						
24	Chennai	Aizwal						
25	Chennai	Bhopal						
26	Chennai	Bhubaneswar						
27	Chennai	Dehradun						
28	Chennai	Dimapur						
29	Chennai	Goa						
30	Chennai	Guwahati						
31	Chennai	Imphal						
32	Chennai	Itanagar						

33	Chennai	Jaipur			
34	Chennai	Jammu			
35	Chennai	Lucknow			
36	Chennai	Patna			
37	Chennai	Pune			
38	Chennai	Ranchi			
39	Chennai	Shillong			
40	Chennai	Srinagar			
41	Chennai	Thiruvananthapur am			
42	Chennai	Vijaywada			
43	Delhi	Agartala			
44	Delhi	Ahmedabad			
45	Delhi	Aizwal			
46	Delhi	Bhopal			
47	Delhi	Bhubaneswar			
48	Delhi	Dehradun			
49	Delhi	Dimapur			
50	Delhi	Goa			
51	Delhi	Guwahati			
52	Delhi	Imphal			
53	Delhi	Itanagar			
54	Delhi	Jaipur			
55	Delhi	Jammu			
56	Delhi	Lucknow			
57	Delhi	Patna			
58	Delhi	Pune			
59	Delhi	Ranchi			
60	Delhi	Shillong			
61	Delhi	Srinagar			
62	Delhi	Thiruvananthapur am			
63	Delhi	Vijaywada			
64	Hyderabad	Agartala			
65	Hyderabad	Ahmedabad			
66	Hyderabad	Aizwal			
67	Hyderabad	Bhopal			
68	Hyderabad	Bhubaneswar			
69	Hyderabad	Dehradun			
70	Hyderabad	Dimapur			
71	Hyderabad	Goa			
72	Hyderabad	Guwahati			
73	Hyderabad	Imphal			
74	Hyderabad	Itanagar			
75	Hyderabad	Jaipur			
76	Hyderabad	Jammu			

77	Hyderabad	Lucknow			
78	Hyderabad	Patna			
79	Hyderabad	Pune			
80	Hyderabad	Ranchi			
81	Hyderabad	Shillong			
82	Hyderabad	Srinagar			
83	Hyderabad	Thiruvananthapur			
ļ	-	am			
84	Hyderabad	Vijaywada			
85	Kolkata Kolkata	Agartala Ahmedabad			
86 87	Kolkata	Anmedabad			
88	Kolkata				
	Kolkata	Bhopal Bhubaneswar			
89 90	Kolkata	Dehradun			
90	Kolkata				
91	Kolkata	Dimapur Goa			
93	Kolkata	Guwahati			
93	Kolkata	Imphal			
95	Kolkata	Itanagar			
96	Kolkata	Jaipur			
97	Kolkata	Jammu			
98	Kolkata	Lucknow			
99	Kolkata	Patna			
100	Kolkata	Pune			
101	Kolkata	Ranchi			
102	Kolkata	Shillong			
103	Kolkata	Srinagar			
1		Thiruvananthapur			
104	Kolkata	am			
105	Kolkata	Vijaywada			
106	Mumbai	Agartala			
107	Mumbai	Ahmedabad			
108	Mumbai	Aizwal			
109	Mumbai	Bhopal			
110	Mumbai	Bhubaneswar			
111	Mumbai	Dehradun			
112	Mumbai	Dimapur			
113	Mumbai	Goa			
114	Mumbai	Guwahati			
115	Mumbai	Imphal			
116	Mumbai	Itanagar			
117	Mumbai	Jaipur			
118	Mumbai	Jammu			
119	Mumbai	Lucknow			
120	Mumbai	Patna			

121	Mumbai	Pune		l	1	
122	Mumbai	Ranchi				
123	Mumbai	Shillong				
124	Mumbai	Srinagar				
125	Mumbai	Thiruvananthapur				
126	Mumbai	am Vijaywada				
127	Agartala	Bengaluru				
128	Agartala	Chennai				
129	Agartala	Delhi				
130	Agartala	Hyderabad				
131	Agartala	Kolkata				
132	Agartala	Mumbai				
133	Aizwal	Bengaluru				
134	Aizwal	Chennai				
135	Aizwal	Delhi				
136	Aizwal	Hyderabad				
137	Aizwal	Kolkata				
138	Aizwal	Mumbai				
139	Bhopal	Bengaluru				
140	Bhopal	Chennai				
141	Bhopal	Delhi				
142	Bhopal	Hyderabad				
143	Bhopal	Kolkata				
144	Bhopal	Mumbai				
145	Bhubaneswar	Bengaluru				
146	Bhubaneswar	Chennai				
147	Bhubaneswar	Delhi				
148	Bhubaneswar	Hyderabad				
149	Bhubaneswar	Kolkata				
150	Bhubaneswar	Mumbai				
151	Dehradun	Bengaluru				
152	Dehradun	Chennai				
153	Dehradun	Delhi				
154	Dehradun	Hyderabad				
155	Dehradun	Kolkata				
156	Dehradun	Mumbai				
157	Dimapur	Bengaluru				
158	Dimapur	Chennai				
159	Dimapur	Delhi				
160	Dimapur	Hyderabad				
161	Dimapur	Kolkata				
162	Dimapur	Mumbai				
163	Goa	Bengaluru				
164	Goa	Chennai				
165	Goa	Delhi				

166	Goa	Hyderabad			
167	Goa	Kolkata			
168	Goa	Mumbai			
169	Guwahati	Bengaluru			
170	Guwahati	Chennai			
171	Guwahati	Delhi			
172	Guwahati	Hyderabad			
173	Guwahati	Kolkata			
174	Guwahati	Mumbai			
175	Imphal	Bengaluru			
176	Imphal	Chennai			
177	Imphal	Delhi			
178	Imphal	Hyderabad			
179	Imphal	Kolkata			
180	Imphal	Mumbai			
181	Itanagar	Bengaluru			
182	Itanagar	Chennai			
183	Itanagar	Delhi			
184	Itanagar	Hyderabad			
185	Itanagar	Kolkata			
186	Itanagar	Mumbai			
187	Jaipur	Bengaluru			
188	Jaipur	Chennai			
189	Jaipur	Delhi			
190	Jaipur	Hyderabad			
191	Jaipur	Kolkata			
192	Jaipur	Mumbai			
193	Jammu	Bengaluru			
194	Jammu	Chennai			
195	Jammu	Delhi			
196	Jammu	Hyderabad			
197	Jammu	Kolkata			
198	Jammu	Mumbai			
199	Lucknow	Bengaluru			
200	Lucknow	Chennai			
201	Lucknow	Delhi			
202	Lucknow	Hyderabad			
203	Lucknow	Kolkata			
204	Lucknow	Mumbai			
205	Patna	Bengaluru			
206	Patna	Chennai			
207	Patna	Delhi			
208	Patna	Hyderabad			
209	Patna	Kolkata			
210	Patna	Mumbai			

211	Pune	Bengaluru			
212	Pune	Chennai			
213	Pune	Delhi			
214	Pune	Hyderabad			
215	Pune	Kolkata			
216	Pune	Mumbai			
217	Raipur	Bengaluru			
218	Raipur	Chennai			
219	Raipur	Delhi			
220	Raipur	Hyderabad			
221	Raipur	Kolkata			
222	Raipur	Mumbai			
223	Ranchi	Bengaluru			
224	Ranchi	Chennai			
225	Ranchi	Delhi			
226	Ranchi	Hyderabad			
227	Ranchi	Kolkata			
228	Ranchi	Mumbai			
229	Shillong	Bengaluru			
230	Shillong	Chennai			
231	Shillong	Delhi			
232	Shillong	Hyderabad			
233	Shillong	Kolkata			
234	Shillong	Mumbai			
235	Srinagar	Bengaluru			
236	Srinagar	Chennai			
237	Srinagar	Delhi			
238	Srinagar	Hyderabad			
239	Srinagar	Kolkata			
240	Srinagar	Mumbai			
241	Thiruvananthapur am	Bengaluru			
0.40	Thiruvananthapur				
242	am	Chennai			
243	Thiruvananthapur am	Delhi			
244	Thiruvananthapur am	Hyderabad			
245	Thiruvananthapur am	Kolkata			
246	Thiruvananthapur am	Mumbai			
247	Vijayawada	Bengaluru			
248	Vijayawada	Chennai			
249	Vijayawada	Delhi			
250	Vijayawada	Hyderabad			
251	Vijayawada	Kolkata			
252	Vijayawada	Mumbai			

# Annexure-V

# Routes requiring special attention

Lis	t of routes	Load offered (in Tonne)	Total Load		
		Time Slot- I	Time Slot-	Time Slot-	offered by the bidder
Name of Origin Airport	Name of Destination Airport	(0001 to 0900 hrs)	(0901 to1900 hrs)	(1901 to 2400 hrs)	(in Tonne)
Kolkata	Aizwal				
Kolkata	Imphal				
Kolkata	Dimapur				
Kolkata	Dibrugarh				
Kolkata	PortBlair				
Bagdogra	Kolkata				
Pune	Jammu				
Bengaluru	Agartala				
Bengaluru	Bagdogra				
Bengaluru	Portblair				
Delhi	Leh				
Delhi	Portblair				
Delhi	Imphal				
Delhi	Dimapur				
Delhi	Dibrugarh				
Delhi	Guwahati				
Trivandrum	Bangalore				
Mumbai	Portblair				
Chennai	Portblair				
Kochi	Lakshadweep				
Lakshadweep	Kochi				
Delhi	Leh				

# [TECHNICAL BID]

### TENDER FOR CONVEYANCE OF AIRMAIL ON DOMESTIC ROUTS THROUGH AIRLINES

1.	NAME OF THE FIRM	i <u> </u>
2.	CORRESPONDENCE ADDRESS WITH TELEPHONE NO. AND E-MAIL ID	·
3.	WHETHER NIT DOCUMENT (INCLUDING ANNEXURE I-VI) DULY SIGNED ON EACH PAGE AND SOFT COPY UPLOADED ALONG WITH COPY OF SCHEDULE OF FLIGHTS	: YES / NO
4.	WHETHER HAVING AIR OPERATOR PERMIT ISSUED BY DGCA, IF YES ATTACH COPY	: YES / NO
5.	IF AN AUTHORIZED AGENCY OF AN AIR OPERATOR OR GHA, WHETHER COPY LETTER FROM AUTHORIZED SIGNATORY OF THE AIR OPERATOR ALONG WITH COPY OF AIR OPERATIOR PERMIT ISSUED TO AIR OPERATOR BY THE DGCA	: YES / NO
6.	DETAIL OF EARNEST MONEY DEPOSIT [ACG-67/DEMAND DRAFT/BAND GUARANTEE]	: Amount-Rs. 40,00,000 DD/BG No.: Date: Bank: IF BG, VALID UP TO
1.	WHETHER ORIGINAL EMD IS SUBMITTED PHYSICALLY TO CONCERNED OFFICER IN DAK BHAWAN	: YES / NO
8.	WHETHER PRE-CONTRACT INTEGRITY PACT IN ANNEXURE –III ANNEXED TO NIT SEPARATELY	: YES / NO

### It may be noted that

- 1. All above documents are to be submitted <u>in soft copy</u> on <u>https://eprocure.gov.in</u>. Only <u>EMD</u> operated would be submitted in physical to the concerned office in DAK Bhawan
- 2. BOQ WOULD BE SUBMITTED ONLY IN SOFT COPY IN FINANCIAL BID. No hard copy is required to be sent.

	Name , Signature and Seal OF TENDERER	
FULL ADDRESS:	·	