

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	20-09-2023 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	20-09-2023 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Communications
Department Name/विभाग का नाम	Department Of Telecommunications (dot)
Organisation Name/संगठन का नाम	Iti Limited
Office Name/कार्यालय का नाम	Naini
Item Category/मद केटेगरी	Goods Transport Service - Per MT per KM Based Service - Machinery & Equipment; Containerized Truck; 32 FT Multi Axle
Contract Period/अनुबंध अवधि	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	5 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	12500000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	50000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	30

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

AM-MM

Naini, Department of Telecommunications (DOT), ITI Limited, Ministry of Communications
(Mohammad Adil)

Splitting/विभाजन

Bid splitting not applied./बोली विभाजन लागू नहीं किया गया

MII Compliance/एमआईआई अनुपालन

III Compliance/एमआईआई अनुपालन	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:[1693561555.pdf](#)

If customized field is chosen, then provide following details: 1. Scope of service 2. Service provider responsibility 3. Buyer responsibility 4. Size of the goods 4. Weight of the goods:[1693562020.pdf](#)

Competent Authority approval for additional SLA:[1693563962.pdf](#)

Goods Transport Service - Per MT Per KM Based Service - Machinery & Equipment; Containerized Truck; 32 FT Multi Axle (125000)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Nature of Goods	Machinery & Equipment
Type of Truck	Containerized Truck
Size / Weight of vehicle	32 FT Multi Axle
Type of Travel	Outside state
Km Range	More than 1000 Km (Filter for Outside State)
Area of Operation	Hilly + Plain Area
Addon(s)/एडऑन	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
Additional Details/अतिरिक्त विवरण	
Type Of Trip (One-Way/Return)	One-Way

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Total distance in KMs	Additional Requirement/अतिरिक्त आवश्यकता
1	Joseph Sunil Higgins	211010,Mirzapur Road Naini	125000	<ul style="list-style-type: none"> Total Weight in MT/KL : 0.0176

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

ITI LTD. NAINI
payable at
NAINI, PRAYAGRAJ

. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

3. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

ITI LTD. NAINI
payable at
NAINI, PRAYAGARAJ

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of

this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

ITI LIMITED
Mirzapur Road Naini-Prayagraj 211010

Ref.: ITI/NNI/SHIPPING/2023/0101

Date: 31.08.2023

TENDER INVITATION & GENERAL REQUIREMENTS

Sub.: Tender for Transportation of Consignments by Road Transportation Service from ITI Limited Naini to various parts of the Country and vice versa. Tender value Approx. Rs. 1.25 Crore.

01. This Tender shall be called the "TENDER FOR ROAD TRANSPORTATION OF INCOMING AND OUTGOING CONSIGNMENTS OF ITI LTD, NAINI PRAYAGRAJ" and will be referred to herein under as "TENDER FOR ROAD TRANSPORT SERVICES".

02. This Tender Form is NON-TRANSFERABLE.

03. a) The bidder shall quote their minimum rate for transportation from premises of ITI Limited situated at **Mirzapur Road Naini at Prayagraj** to designated Consignee as well as from various suppliers situated at all over the Country to ITI Limited, Naini on DOOR COLLECTION & DOOR DELIVERY basis as per the Terms & conditions of the Tender in SCHEDULE "B".

b) The bid offer must be valid for 180 Days from the due date.

04. Submission of Tender:

Submission of bids shall be only through E-Tendering process on GeM Portal, which is mandatory for this tender.

Two bids i.e. Technical (Schedule-A & Schedule-B) and Financial bids (Schedule-C Annexure-I & Annexure-II) shall be submitted by the bidder at the same time on the above-mentioned tendering portal.

TENDER NO. ITI/NNI/SHIPPING/2023/0101, DATED: 31.08.2023 "TENDER FOR TRANSPORTATION BY CONTRACT DUE DATE 20.09.2023".

The Tender must be submitted before 16:00 Hrs on 20.09.2023.

It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before online submission. Price bid (Excel Format) may be downloaded and rates may be filled appropriately. For any portal related issues contact on Mob 7007462166 or 6392704089

05. (i) The Terms and Conditions are detailed as per Schedule "B". Duly signed copy is to be up-loaded with technical bid.

(ii) Earnest money deposit of Rs. 50,000/- (Rupees Fifty Thousand only) is to be submitted through DD in favour of "ITI Limited, Naini/ or through RTGS/NEFT.

06. OPENING OF THE TENDER:

The Tender shall be opened in two parts viz:

- i) Technical bid Schedule "A" and Schedule "B" will be opened on-line at 11.00 AM on dated 21.09.2023 through GeM Portal
- ii) Financial bid, Schedule "C", of the technically qualified bidder bid will be opened only on the date & will be informed later.
- iii) ITI Limited Naini Prayagraj reserves the right to accept or reject any or all the tenders received without assigning any reason whatsoever and the decision of the company is final and binding on the Tenderers.
- iv) ITI Limited Naini Prayagraj cannot give any guarantee regarding quantum of load or any minimum / maximum booking load for any particular time / period.

ITI LIMITED,

Mirzapur Road Naini-Prayagraj 211010

Ref.: ITI/NNI/SHIPPING/2023/0101

Date: 31.08.2023

This Tender documents having schedule “A”, “B” & “C” has been uploaded on GeM Portal.

It must be ensured that the questions are strictly in accordance with the instructions attached with this tender document, please also ensure that following enclosures are uploaded with your tender.

ENCLOSURES OF SCHEDULE “A” & “B”

1. EMD of 50,000/- (if exempted, upload valid MSME certificate).
2. Copy of the memorandum and article of Association for Public Limited company /Partnership deed for partnership concern.
3. Authority letter/ power of Attorney from Director/Proprietor of the firm in favor of the signatory, if he/she is other than the Director/Proprietor itself.
4. List of various lorries /other heavy vehicles owned by Tenderer.
5. Details of material handling equipments with the Tenderer at their transshipment point /stations.
6. Copy of memorandum of Indian Bank Association and its Code No.
7. Copy of latest Income Tax clearance certificate.
8. Existing branch list with address, telephone Nos. Fax No., E-mail and Telegraphic addresses and it is also essential that Transporter must have their branches / outlets /agencies /offices all over India. Details of running contract with Govt. and public and private sector undertaking.
9. Details of arrangements for handling of consignments where branches do not exist.
10. Service Tax Registration No. with photocopy of ST registration certificate.

Signature of Tenderer
Office seal

QUESTIONNAIRE FORMING PART OF THE TENDER TO BE FILLED BY THE TENDERER.

Ref.: ITI/NNI/SHIPPING/2023/0101

Date: 31.08.2023

01.	Name in full under which Tenderer is opening.	
02.	Address of the Official premises at prayagraj with Contact no.	
03.	Address of the Official premises at Lucknow, Kanpur and other places (indicate Phone Nos/ Telegraphic /E-Mail addresses and Fax Nos etc.)	
04.	Address of the Registered Office/ Head Office of the Firm with Telephone, Fax Nos and E-Mail / Telegraphic addresses.	
05.	Are you Registered as Public Limited Company/ Private Limited Company/ Partnership Concern.	
06.	Give details of Inter State Transport License held by you. Do you have a regular schedule of service between Rae Bareli and other States.	
07.	For how long you have been in the Transport business?	
08.	How many Lorries do you own? Please attach a detailed list with Registration nos.	
09.	Are your Vehicle Insured for comprehensive risk or third party risk only?	
10.	Are your Lorries protected against SUN, RAIN & BAD WEATHER?	
11.	Do you have a godown space at prayagraj? If so, state where and what area?	
12.	Do you have adequate material handling equipments at your Transit offices / State Border Offices for safe handling of the consignments, attach the list.	
13.	Have you Insured your Godown and Contents against Fire, theft and other risks? Give details of Insurance Co. and Policy Nos etc.	
14.	Give name and address of your clients with whom you have entered similar Transport Contract. You may attach a list of other Clients also with whom you have a business without a Regular Contract.	
15.	Are you Registered with Indian Bankers Association? If so, indicate your code no.	
16.	Indicate your Banker's name and address?	
17.	Please enclose your latest Income Tax clearance Certificate.	
18.	Please enclose your last Balance Sheet showing business volume.	

I/We certify that the particular furnished above will be treated as confidential and will not be divulged to any unauthorized person(s).

Place: Signature of Bidder
(Office Seal)

Date:

Ref.: Date:

From (Name and address of the Tenderer)

.....
.....
.....

To,

AM - (Shipping)

M/s I T I Limited, Mirzapur road, Naini

PRAYAGRAJ – 211010 (U.P.)

**Sub.: Tender for Transportation of consignments by Road Transport Contract from I T I Ltd.
Naini Prayagraj to various stations / States of the Country and vice versa due on Date 20-09-2023**

Dear Sir,

In response to your Tender no. **Ref.: ITI/NNI/SHIPPING/2023/0101 Date: 31.08.2023**

we are pleased to quote our best rates for Transportation to your consignments by Road Transportation Service from I T I Limited Naini Prayagraj to various Stations / States and vice versa as per the enclosure in form of SCHEDULE "C".

The Terms and Conditions as stipulated to SCHEDULE "B" of your Tender mentioned are also enclosed duly signed by me / us and shall be binding on me / us.

I / We also enclose a Demand Draft/Online Payment for Rs. **50,000/- (Rupees Fifty Thousand)** only
..... payable at Prayagraj bearing No.....
Dated..... towards Earnest Money Deposit.

I / We understand that the acceptance of this offer shall constitute a Contract.

Thanking you,

Yours Faithfully,

(Authorized Signatory)

Name and address of the Transport

with Office Stamp

Signature of witness:

Name:.....

Address :.....

.....

.....

Place:.....

Date.....

ITI LIMITED, Prayagraj- 211010

Ref.: ITI/NNI /SHIPPING/2023/0101

Date: 31.08.2023

TERMS AND CONDITIONS: ROAD TRANSPORTATION CONTRACT

The freight rates are as per the freight structure enclosed at Annexure-I on weight & volume basis. The freight payment will be made from the date of dispatch of material.

The contract is for the States' Stations for incoming and outgoing material shown in the freight structure. Operation on other States' Stations are not permissible unless agreed upon by mutual consent.

RATE:

- A.** Wherever FTL (Full Truck Load) is called for on specific request and the actual weight/ volume carried exceeds 0-3MT/7Cu.M 7 MT/15 Cu M for LMV, 09 MT/18 Cu M, 15 MT/30 Cu M for HMV the freight charges for extra tonnage/ volume will be reckoned as under:
 - 1) 80% on volume on pro-rata basis without specific limit for all type of trucks.
 - 2) 90% on weight on pro-rata basis without specific limit for all type of trucks.
- B.** Wherever FTL is called for on specifics request. The load happens to be less than FTL Limits on a point to point basis such loads will be reckoned as
 - (1)** For LMV (1.a) 0-3MT/7cuM, (b) 7MT/15 CuM.
 - (2)** For HMV- **(a)** 9.MT/18 Cu.M. **(b)** 15 MT/30 Cu.M.
- C.** In case the carrier fails to provide LMV/HMV asked for any specific request and provide other LMV/HMV then the payment will be made for demanded LMV/HMV truck only.
- D.** State wise rate for partial booking for unspecified stations will be offered as the average rate of all stations in that state or nearest stations whichever is less.
- 2.** Freight rates for over Dimensional consignments containing Plant & Machinery etc. will be settled mutually prior to such transportation. Loading and unloading of heavy and precious Plant & Machinery may be arranged by ITI.
- 3.** (A) The transporter shall be fully responsible to comply with the latest motor vehicle Act/ Rules and subsequent amendments.
(B) The transporter shall issue G.C. Notes/ Bills etc. in their own name as ITI will not admit carriage documents of other transporters whether they are sister concern of the Carrier or not and no payment will be made for by name carrier.
(C) The minimum chargeable freight shall be 100 Kg. By weight or 0.15 Cu. Mt. By volume subject to minimum freight of Rs. 250/- per consignment.
(D) The freight charges are strictly on DOOR DELIVERY & DOOR COLLECTION basis both for incoming and outgoing consignments (except the provision of clause 3-E) but in case when carrier fails to collect/ deliver the outgoing/ in coming consignment from/ to ITI Ltd. Naini Prayagraj. The company may deliver/ collect the same through its own arrangements. In such case, deduction of Rs. 100/- or 5% of the freight per consignment whichever is

higher will be made subject to maximum of 50% of the freight per consignment payable from the bills of the transporters. Rs 500/- per GR/consignee towards loading/ unloading charges for partial booking per consignment will be given. Minimum weight of consignment 100 Kg except for Gases, Chemicals, Paints & inflammable material.

- (E) The unloading charges for outgoing consignments to anywhere in Kerala, AP, Bihar, WB, Guj. & Mumbai area (Thane, Kalyan, Pune & Bhiwandi) etc. Tamilnadu states only are payable as follows subject to production of Labor Union Receipt as proof of payment:

Unloading charges at Kerala, Tamilnadu States, AP, Bihar, WB, Guj. & Mumbai area (Thane, Kalyan, Pune & Bhiwandi) etc.

Unloading charges if more than Rs. 2000/- will be paid by ITI Limited after deduction of Rs. 2000/- from their bills and 90% of excess amount after deduction of Rs. 2000/- only on submission of recognized registered labour union receipt (Max. Rs. 3500/- only).

- (F) Sometimes carriers shall be required to unload the goods at upper floors of height rise buildings instead of ground floor. In such cases an amount of Rs. 500/- per consignment per floor is payable extra provided the consignee/ ITI certifies the unloading at specific floor in writing.

4. Single Case Weighing 500 Kgs and above:

The company may insist at times that a single case weighing 500 Kgs. And above should be handled with the help of crane or other material handling equipment to avoid the chance of damage to the equipment.

5. Octroi, Toll Tax and entry tax -

- (A) The Octroi and Toll tax charges in respect of Government consignments will not be paid by the company. Transporters are responsible to collect Exemption Certificates from company in respect of the place wherever the same is applicable before lifting the consignment under no circumstance, Transporters should lift the consignments without collecting the other documents as well like state permits, Sales Tax Form like Form 31 or any other relevant document. In case Transporter fails to collect the required documents while lifting the consignments and as a result incur any expenditure the same will not be admitted for payment.

- (B) In respect of consignments transported for non Government consignees including Public Sector Undertakings, following clause will apply:

- a) If the Octroi/ Toll Tax/ Entry Tax of the consignment works out Rs. 5000/- and below, the transporter will arrange payment of such charges and may claim from the Company duly supported with the original receipts.
- b) If the Octroi/ Toll Tax/ Entry Tax of the consignment works out more than Rs. 5000/- the transporter in such case may arrange payment and claim from ITI for these charges along with their service charges to the extent of 2% of such amount in their bill supported with the original receipts. The company may arrange for DD for such charges

before lifting such consignment if the transporter so desires but no service charge in that case will be payable.

6. ESCALATION IN RATES:

NO REVISION IN RATES IS ADMISSIBLE DURING THE PERIOD OF CONTRACT FOR ANY REASON INCLUDING LOSS OF MATERIAL/ LORRIES ETC. EITHER BY RIOT, STRIKE OR ANY OTHER REASON WHATSOEVER (EXCEPT AS INDICATED BELOW) AND THE CONTRACTUAL OBLIGATIONS ARE TO BE FULLFILLED BY THE TRANSPORTERS FAILING WHICH LIQUIDATED DAMAGE CAN BE CLAIMED BY THE COMPANY IN ADDITION TO RECOVERY OF EXTRA COST INCURRED IN GETTING THE WORK DONE THROUGH SOME OTHER AGENCY.

In case of increase/ decrease in the basic rate of Diesel Oil by Government action or changes in government. Levies and duties including Sales Tax etc. would be reckoned for an escalation/ de-escalation in freight rates at Prayagraj as per the following formula and shall be allowed from the date of agreements for the three months period and it will change periodically after three months based on the prevailing rate of diesel at Prayagraj to every three months due date if decrease / increase will be 1.00 rupee or more. Any increase on account of the items such as vehicles spare parts including tires / tubes etc. Non diesel oil and other budgetary levies will not be paid for as the same is deemed to have been covered in the rates quoted which will be firm for the period of contract. Escalation formula will be unchanged.

FORMULA

$$\left. \begin{array}{l} \text{Percent increase/ decrease} \\ \text{In each rate of different} \\ \text{Destinations} \end{array} \right\} = \frac{1}{3} \times \frac{\text{Increase/ Decrease in HSD rate per ltr.}}{\text{Previous HSD rate per Ltr.}} \times 100$$

7. FREE DELIVERY PERIOD :

Since time is the essence of the contract, it is expected that the Transporter shall deliver the goods entrusted to them for carriage within the shortest possible time for which following specified period is allowed as free delivery period. The days allowed are exclusive of booking and delivery date of the consignment. In case the transporter fails to deliver the goods within this specified period they are not entitled for full freight for delay in delivery of consignments.

- i) For destinations within UP and Delhi States:
Part Consignments : 05 days
Full Truck Loads : 03 days
- ii) For destinations in Bihar, Jharkhand, Rajasthan, Haryana, Uttarakhand, Madhya Pradesh, Chhattisgarh, Punjab States and Chandigarh union territory.
Part consignment : 10 days
Full Truck Loads : 05 days
- iii) For destinations in Himanchal Pradesh, West Bengal, Maharashtra, Gujrat, Orissa, Telangana and Andhra Pradesh States :
Part consignments : 12 days
Full truck loads : 07 days

- iv) For Destinations in rest of states and other union territories:
Part consignment : 15 days
Full Truck Load : 10 days
- v) However Divisional Head Of concerned Division Of ITI may allow free delivery period in some specific cases at his discretion on the merits of the case.

8. LIQUIDATED DAMAGES:

i) FOR OUTGOING CONSIGNMENTS:

For delayed deliveries of consignments a penalty on freight will be deducted from the bills strictly on following basis:

FULL TRUCK LOADS For delays over & L.D. for above given time delay above		PARTIAL LOADS for delays over & L.D. for given time delay	
Up to 05 days	10%	Up to 10 days	10%
From 06 to 10 days	20%	From 11 to 20 days	20%
From 11 to 15 days	30%	From 21 to 30 days	30%
From 16 to 20 days	40%	From 31 to 40 days	40%
From 21 to 30 days	50%	From 41 and above.	50%
Over 30 days	100%		

ii) FOR INCOMING CONSIGNMENT:

L.D. on incoming consignments to be levied after free delivery period from the date of booking of material or 48 Hours after presentation of consignee copy of GR whichever is later, Rate of L.D. will be same as mentioned above in Para 8. I) under force major conditions L.D. may be waived off wholly or partially by head of the Dept. of concerned dept. of ITI Ltd. on the merit of each case duly financially concurred.

9. The freight charges paid on such outgoing consignment which are found to be delivered wrongly to the consignee at a later stage will be recovered from the transporter's running bill still the transporters arrange rebooking and delivery of such consignments free to the correct consignee failing which total expenses on account of the delivery through alternate sources will be recovered from their running bills.
10. ITI reserves the right to accept or to refuse delivery of the lost/ misplaced consignments if the same is traced and offered for delivery subsequently at a later stage.
11. **A.** The transporter is expected to provide the truck within 24 hrs of request. However, incase truck is not provided even within 72 hrs, a penalty of Rs. 500/- per day would be imposed till such time the material is dispatched/ shifted by the same/ alternative transporter.
- B.** In case transporter fails to provide trucks in time or refuses to book partial loads, the company will be free to engage other transporter and recover from the transporter the extra expenses, if any, that may be incurred as a result of such arrangement.

- 12.** The transporter should collect FTL Certificate from the Head of Dept. of concerned Dept. of ITI before lifting any such consignment (either incoming or outgoing) having material less than the limit specified in clause 01 of this contract without which the freight bill shall be settled for actual volume/wt. only but it should not be more than FTL freight.

13. TRANSSHIPMENT -

- i) In such cases where FTL has been specifically called for by the company under written instructions, transshipment of such consignment enroot is not at all permitted except for the states mentioned at 13. ii) Below. The transporter shall indicate truck number on G.C. Notes at the time of loading and shall be responsible to obtain truck number also at the time of obtaining consignee acknowledgement from respective consignees. Failing this the freight bills of such consignment may be settled after deducting a penalty at the rate of 25% of freight payable.
- ii) One transshipment & one day extra for states of Kerala, T.N., Puducherry, North East. & J&K is allowed.
- iii) In the event of delivery of a consignment in more than one lot, delivery date of the last and final installment shall be reckoned for the purpose of delivery and the freight bills will be settled accordingly.

14. SUBMISSION OF ACKNOWLEDGEMENT (CONSIGNEE RECEIPT)-

- (a) It is the responsibility of the transporter to get proper consignee receipt of each consignment with date & rubber stamp by an officer not below SDE/SDO/AE/OFFICER INCHARGE/ITI Store Incharge or representative of ITI GSM group posted at Consignee place/ DGM Incharge on consignee/ Lorry Copy of GC Note (photo copy may not be valid) and submit the same to respective Shipping Dept. within 10days in case of FTL and 14 days in case of Partial Load of the date of receipt (date of receipt is excluded for the purpose of calculation). After scrutiny by the shipping Dept. a photocopy of the same duly signed with
- (b) Date of receipt at ITI Prayagraj will be given to the transporter for raising bills.
- (c) Transporters may obtain the consignee receipts by courier service for early submission and a courier charge @ Rs. 50/- per consignment may be paid by ITI on production of copy of courier docket by the transporter. However, this will only be applicable when the consignee receipt is submitted within prescribed time.
- (d) If the transporter fails to submit the C/R timely, a penalty on freight charges will be imposed on the transporter on account of delay in
- (e) Submission of the Consignee receipt which will be regulated as under:

<u>FULL TRUCK LOADS</u>		<u>PARTIAL LOADS</u>	
For delays in LD for Submitting C.R. delay		For delays in LD for Submitting C.R. delay	
From 11 th to 20 th day	10%	From 15 th to 24 th day	10%
From 21 th and above	20%	From 25 th and above	20%
LD will be calculated after leaving transit period		LD will be calculated after leaving Transit period	

- (f) Whenever there is a delay in delivery time and submission of consignee receipt but both the activities have been completed within time (both together), L.D. on individual component will not be deducted. However, in case both the activities are not completed within the combined period allowed, L.D. will be deducted on individual component.

15. RESPONSIBILITY OF TRANSPORTER:

- (A) It will be the responsibility of the transporter to transport the goods entrusted by the Company in vehicle/ lorries conforming to respective Government regulations and fully licensed on that be half.
- (B) Transporter has to ensure safe delivery of the consignments irrespective of the value if consignments being or not being covered by insurance they will not have any lien on the material. The material is being given for transportation will be the sole property of the company.
- (C) **Shortage/ Damage/ Loss to the Consignment during transit:** - In case any shortage/ damage/ loss is observed during transit both for incoming or outgoing consignments, transporters will issue Damage/ shortage certificate within 72 hours of being asked by ITI in writing to lodge the claim with underwriters.
- (D) In case any shortage/ damage is reported by consignee at a later stage, transporter will issue a certificate of facts (COF) within 72 hours of being asked. In case claim is refused by the underwriters due to any reason attributed to the transporter, total claim value will be recovered from the transporter's running bills.
- (E) In case of any damage/ accident the transporter will immediately make necessary arrangement for survey of damage/ accident by Insurance Company at the place where accident occur and inform to ITI concerned dept./ supplier. He will also make alternative arrangement for repacking of material, transportation from accidental place to the consignee / supplier/ ITI as the case may be. If transporter fails to do above activities the expenses born to perform above activities by ITI, the same will be deducted from transporter's bills

16. The company shall not be liable for any action direct or indirect that may be instituted by anyone against the transporter arising out of or consequent to the carriage of goods consigned to or from the Company entrusted to the transporter for transportation.

17. A) It shall be the responsibility of the transporter to lift/deliver the consignment from to the designated places in the company/ at consignee's/ at consignor's premises as specified in the dispatch documents.

B) Similarly, all the consignments including Chemicals, Gases, Acids etc. from any place will be collected from the company or Supplier's premises on the advice (oral or written) of the Company and/or the suppliers of the company and delivered at Supplier's premises or the Company's premises at the respective divisions situated at Prayagraj.

18. Packing case/ Marking nos. should be indicated in the G.C. Note and similarly G.C. Note no./ marking No. to be indicated on the corresponding packing cases for easy identification by the transporter.

19. Holding of Inward/ outward consignments by the transporters, booked during the tenure of the contract for any reason what so ever will amount to breach of contract and the case will be dealt as per provisions of the contract.

20. Transporter as trustee accountable to all goods entrusted: - The Transporter shall hold the goods entrusted to him by the Company for carriage as trustee and be accountable thereof accordingly by the Company. Any destruction, deterioration, loss or damage caused to the goods entrusted to the transporter for carriage will be made good by the transporter subject to the provision of Para 15. (C) & 15. (D) for insured material notwithstanding anything contrary in section 151 and 152 of Indian Contract or any other.

21. The Transporter shall be liable for any damages to the company's property caused by negligent driving. The losses, if any, shall be recovered from the running bills of the transporter not less than the market value of the loss/ damage together with incidental charges and expenses.

22. Transporter's employee are not employee of ITI: -

- (A) The transporter shall always be regarded as an independent contractor for carriage and the transporter's employee shall not any time be regarded as the employee of the company. The Company shall not be liable/ responsible for damage, loss or injury, if any, caused to life or property of any person whether they are employees of transporter or third party, by any reason of any acts of commission/omission, recklessness or negligence on the part of the employee of the transporter or of any person engaged by the transporter in connection with this work of carriage or loading or unloading or any other incidental work. Nor shall the company be liable/ responsible for the claims, if any, of the employees of the transporter under the workman compensation Act or any other enactment of law. The transporter shall keep the company fully indemnified and harmless always against all claims and proceedings, if any, of his employees or other against the company.
- (B) The transporter or his representative shall comply with the security regulations with regard to entry & exit to/ from ITI as well as the movement inside the premises of ITI for them, their employees and workers engaged by them.
- (C) The transporter shall ensure that all his employees and persons authorized/ engaged by him for carrying out the work behave properly with the staff/ officers of the company. In the event of any complaint about misbehavior reported by the staff/ officer concerned by the company, the transporter will immediately withdraw such employee/ person from the work under intimation to the company. In the event of non-compliance within a fortnight, all business as well as the payment of the freight bills will be stopped.

23. Self-consignment to be delivered on door delivery basis-

Freight charges on consignments booked "SELF" by the suppliers of goods to the company and subsequently established that they are meant for the company shall also be delivered at the company's premises or at the place directed by the company for inward consignments and at customer's premises for outward consignment and billed by the transporter only at the contracted rates on "DOOR DELIVERY" basis without insisting on surrendering the G.C. Note. These

consignments, if unloaded at transporter's godown, shall be delivered to the company/ customer's premises within 48 hours from the time an intimation regarding availability of G.C. Note is given to the transporter. The G.C. Note, however, shall be delivered against delivery of consignment at site.

24. **(A)** In case of FTL, delivery will be made at ITI/ consignee's premises without any delivery charges but in case of non-availability of consignee copy of GR for incoming/ refusal by the consignee to accept the material for outgoing, the consignment may be delivered to ITI/ consignee on the advice of ITI and Rs. 500/- per FTL will be paid extra as handling charges. For metropolitan cities viz. Mumbai, Delhi, Kolkata, Chennai and Bangalore these charges will be Rs. 1000/- per FTL. These charges will not be payable if the consignment is unloaded at transporter's godown due to any reason attributable to the transporter.

(B) In case the transporter fail to deliver urgent incoming material, ITI may collect the same by own arrangements and the freight bills will be settled after deduction of Rs. 250/- for partial consignment and Rs. 500/- for FTL consignment as transportation charges.

25. NO DEMURRAGE/ STORAGE CHARGES WHATSOEVER ARE PAYABLE BY ITI OR CUSTOMER ON INWARD/ OUTWARD CONSIGNMENT AS THE CASE MAY BE.

26. The transporter MUST be the MEMBER OF INDIAN BANKERS ASSOCIATION during the period of contract.

27. **PERIOD OF CONTRACT: -**

- (a) The period of contract will be for two years from date of contract, which can be extended further on mutual consent.
- (b) On expiry/ termination of contract up to a period of three months carrier will be responsible for delivery of the consignments booked during the contract period of customer's premises for outward and ITI premises for inward consignments. The charges payable shall be as per agreed freight structure, terms, and conditions of the contract.

28. **AGREEMENT: -**

- (a) The transporter shall enter into an AGREEMENT with the company within a fortnight of date of appointment embodying these and other conditions may be laid down by the company. This arrangement shall be valid for a period specified in the tender which may be extended by mutual consent at the rates, terms and conditions. Until such time the agreement is signed, the correspondence pertaining to this tender exchanged will be deemed as terms and conditions of the contract and binding on the parties.
- (b) If the written agreement is not signed by the transporter within specified period, the contract awarded is liable to be terminated forfeiting the Earnest Money deposit at the discretion of the Company.
29. Latest Income Tax Clearance Certificate is to be furnished by the transporter to complete the agreement formalities

30. **TERMINATION, AGREEMENT AND NOTICE PERIOD: -**

- (A)** The agreement is pre-determinable during its currency by either party giving notice in writing of the intention to terminate the contract

provided that the notice period shall not be less than three months from the date of service the notice.

- (B) In case of default in complying with the terms of agreement entered by the transporter satisfactorily or for non-provision of lorries as and when required, penalties are liable to be levied and any alternate arrangement made will be at the risk and cost of the transporter and all the expenses incurred thereon shall be to the transporter's account. If the services continue to be unsatisfactory in spite of two written warning/ notices, the contract is liable to be terminated without any further reference. On termination of the contract or any such action of the transporter, the Earnest Money Deposit/ Security Deposit shall stand forfeited.

31. **RIGHT TO THE ACCEPT AND AWARD CONTRACT: -**

- (A) Company reserves the right to allocate to the contract to one or more transporters at their absolute discretion without assigning any reason. In case of appointing more than one transporter, no guarantee of quantum of load can be given for any particular time/ period.
- (B) Company reserves the right to enter into parallel transport contract at any time at their absolute discretion without assigning any reason.
- (C) Company reserves the right to accept or reject any tender irrespective of its competitiveness at its own discretion without assigning any reason.

32. **DIVERSION OF CONSIGNMENT: -**

- A) In case of any consignee, (indicated by the company), wants the consignment to be diverted to some other consignee/ place, transporter may do so after getting written instructions from the consignee/ company. Additional one day for delivery will be allowed if the diverted place is beyond 100 KM or more from original place of delivery. For the purpose of arriving of the distance between the two places, either a certificate of the consignee or the Motoring Guide of India published by Automobile Association of Eastern India will be referred.
- B) Claims for any extra charges incurred in this connection will be admitted at the rate of Rs. 0.85 per Cu. Mt. per KM by volume or Rs. 1.70 per MT per KM by weight. **HOWEVER, such claims MUST be supported with the written instructions of the consignee or the company in this regard.**

33. A) Bills for payment to the transporter shall be submitted in triplicate duly pre-receipted and supported with a copy of G.C. Note duly acknowledged by the consignee for safe and correct receipt of goods within a maximum period allowed as per clause 7 (read with clause 8 14) from the date of receipt of material. The figures of weight & measurements indicated in the supplier's invoices for incoming and company's packing note/ Delivery challan for

outgoing consignments will be taken into consideration for the purpose of deciding the weight/ volume of goods.

B) The following points may be taken care of while submitting the bills to company: -

- i) Claim for transportation work done should be calculated to three decimal places only in respect of weight/ volume.
- ii) Transporter have to ensure correctness of calculations while indicated their claims in the dispatch Advice/ G.C. Note and prepare their bills accordingly. Supplementary bills without any valid reason will not be entertained.
- iii) Name(s) of place(s) from where the material were brought from/ sent to, should invariably be mentioned on G.C. Note/ Bills/ Dispatch Advices to enables Company's Accounts Dept. to adopt the appropriate rate.
- iv) The freight bills of the transporter where concerned G.C. Note contain the remark such as damage/ shortage from the consignee will only be settled when the transporter issues the damage/ shortage certificate and / or certificate of facts in this regard. However, if the claim is disallowed by the underwriters at a letter stage due to any reason attributed to transporter, the entire cost of damage/ shortage will be recovered from the transporter's running bills.
- v) The transporters are advised to submit their bills on G.C. Note basis and on weekly basis in their interest for early payment.

34. TENDER VALUE, EARNEST MONEY DEPOSIT AND SECURITY DEPOSIT:

- a) Tender Value Approx. Rs 1.25 Crore and against this, the transporter will pay an Earnest Money deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand only) in form of Demand Draft in favor of ITI Ltd. payable at SBI, ITI Complex Naini Branch at Naini Prayagraj or may be deposited in form of cash in company's cash dept. Such deposit will not carry any interest, payment in any other form such as cheque etc. is not acceptable. The EMD will be adjusted towards security deposit indicated in clause 34 (C) in case if successful transporter/ The EMD stands forfeited by company in case the transporter does not accept the contract within a week of its offer to the Transporter as per the conditions of the tender document. If the transporter withdraws the offer within the validity period, the Earnest Money Deposited by him will be forfeited by the company. The Earnest Money Deposit will be refunded to the unsuccessful transporter after decision of the tender.
- b) If the successful tenderer withdraws the offer or fails to accept the contract or does not deposit additional amount required as security deposit within specified time or fails to take up the work in accordance with the instructions of the company the amount of EMD deposited by

him will be forfeited by the company and the acceptance of the tender in his favour is withdrawn.

- c)** The EMD of the successful transporter for a sum of Rs. 50,000.00/- will be treated as SECURITY DEPOSIT towards satisfactory performance of the contract. Also a Bank Guarantee for a sum of Rs. 3,75,000.00/- (Rupees Three Lakhs Seventy Five Thousand only) of any nationalized Bank has to be furnished by the transporter. The overlapping period of the same should be operative for further one year after expiry of the contract. The guarantee Bond should be duly indemnified by the Notary Public affixing the Notarial stamp as prescribed by the government. No interest become payable on this amount whether held as EMD or as Security Deposit or as Bank Guarantee. This sum is liable to be forfeited by the company for non-performance of the contract under the agreement as provided here in or for breach of any of the terms and conditions of the contract on the part of the transporter. In additions the transporter is also liable for loss or damage suffered by the company by any cause what so ever until the consignment is safely delivered to the company or to the designated consignee of the company as the case may be by the transporter and such loss or damage will be assessed by the company at its own discretion.
 - d)** The earnest money deposit will be returned after deposition of Bank Guarantee of Rs. 3.75 Lakhs and after satisfactory performance of the Transporter for the last three months. The Transporter should give in writing that if they leave the Contract before the time for which the Contract was awarded Rs. 2,50,000/- will be deducted/ forfeited from their pending bills.
- 35.** To avail CENVAT CREDIT transporter MUST submit Invoice Copy (Transporters copy of Invoice) along with consignments in our Inward Goods Dept. and obtain due receipt for the same. However, in case of misplacement of this copy, FIR lodged in this regard duly acknowledged in the office of the Asst. Commissioner, Central Excise, Naini Prayagraj . Any loss to ITI due to non-submission of this copy will be recovered from the transporter's bills.
- 36. A)** The transporter should make sure that no consignment of Inward/ outward shall remain in their go-down after 45 days of expiry of the contract such cases must be listed out and handed over to respective Inward Goods/ Shipping Department to settle mutually with the company.
- B)** It must also be ensured by the transporter that the statements be submitted to respective Inwards Goods Dept. for Inward consignments and Shipping Dept. for outwards consignments every fortnight starting from 30 days prior to expiry and till 45 days after expiry of the contract for all such inward/ outward consignments which remain in the custody of the transporter for delivery to company or to the designated consignee as the case may be for speedy follow up of the same.
- 37.** If desired by the company, the transporter will allow a company's escort to travel in the lorries along with the consignment free of cost.
- 38. A)** For speedy despatch of material, ITI may allow FTL charges for consignment below specified in clause 01, i.e. 7MT/15 CuM, 9MT/ 18CuM, 15MT/ 30CuM, 25MT/ 50CuM. In such cases maximum delivery period will be as per clause 7 applicable to FTL and no transshipment in such cases will be permitted.

- B)** Full Truck Load (FTL) certificate wherever necessary will be issued at the time of lifting of material by respective Shipping Dept. for outgoing and respective Purchase Dept. for incoming consignments which will be enclosed as a proof of FTL along with the bills by the transporter. The Divisional head will be the competent authority for giving approval of FTL Certificate as per previous practice.
- 39.** In case of overnight detention of the truck due to any reason not attributable to the transporter, detention charges of Rs. 500/- per day (24 Hours) will be paid extra. Normally dispatches should be scheduled so that the truck does not reach the destination on Saturdays/ Sundays or Holidays. Even if truck reaches on these closing days, no detention charge is payable for these days. In case truck is held up in Metropolitan cities for more than 3 days, Rs. 800/- per day for subsequent days will be paid extra towards detention charges. In all case of detention, information should be given to ITI Naini immediately and instructions should be obtained from concerned Head of Dept. of ITI. In case of detention at consignee's premises, certificate of consignee not below the rank of SDE/ SDO/ AE will be required indicating time & date of arrival of vehicle as well as that of unloading. No detention will be paid for 24 hours if the vehicles reports after 13.00 Hours on any working day.
- 40. A)** Maximum 3 consignments (one zigzag, two enroute) without limitation of Km within a State the freight will be paid for the last station. (Max. distance Station) max. deviation allowed from route would be 100 Km (both ways) for which zigzag distance payment shall be made. It should be confirmed in writing before despatch of material mentioned on Packing Note. The freight will be paid for the farthest consignment.
- B)** Rs. 700/- per point for 2nd and 3rd point.
- C)** In those cases where transporters collect mixed load for transportation i.e. heavy as well as bulky material, freight payment for such consignments will be settled on the basis of actual weight or actual volume of all the package whichever is higher. In such cases, material should not be projected outside of the body of the truck. One Cu M to be considered equivalent to 500 Kg for mixed load.
- 41.** Payment of the transporter's bill will be cleared within a reasonable time. Transporters may submit a statement of their pending bills on monthly basis to DGM (A & T) / Er. (SH) for speedy clearance of their bills.
- 42.** No counter terms and conditions in any form either by way of printed conditions on G.C. Notes or in any other form will be accepted by the company. Basic diesel rate for reference is **Rs. 92.00/Ltr.** w.e.f. date of agreement.
- 43. FORCED MAJORE:** - Due to forced majeure on account of natural calamities or other reasons not attributable to the transporter, the provisions of the contract may be settled mutually on the merit of the case.
- 44. DISPUTES:** - All disputes and difference arising out of or in any way touching or concerning the agreement whatsoever will be referred to as decided by arbitration at Naini Prayagraj and the Unit Head of ITI Ltd., Naini Prayagraj shall appoint such an arbitration shall be done under an in accordance with the provisions of the applicable Indian Arbitration Act and the decision of the Arbitrator shall be final

and binding on both the parties to this agreement. The Prayagraj courts alone shall have jurisdiction for all litigations, if any, between the parties.

- 45.** As per guide Lines of ICADR in case of any dispute matter may be submitted to ICADR before proceeding to court.
- 46.** Diesel rates of Prayagraj market to be mentioned in the quote for reference w.e.f. date of quotation.
- 47.** Pre contract integrity pact (as per format attached) on plain paper duly signed should be submitted along with technical Bid/ Tender Documents.
- 48.** Successful bidder has to sign integrity pact on Rs.100/- stamp paper after placement of Purchase order.
- 49.** Independent External Monitor (IEM) appointed by ITI for integrity pact.

SCHEDULE- "C"

FREIGHT RATES - Rate per kilometer load wise will be taken, distance will be calculated as per google map shortest Truck route / Motor vehicle guide / Road map issued from Transport of India. In case any difference / dispute google, map distance will be applicable.

FREIGHT STRUCTURE FOR TRANSPORT CONTRACT RATE PER KILOMETER LOAD WISE

PER MT FRT	07 MT FRT	09 MT FRT	15 MT FRT	PER Cu.M FRT	15 Cu.M FRT	18 Cu.M FRT	30 Cu.M FRT
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Rates should be quoted distance Slab wise for partial as well as full load.

1	0	to	100 Km.
2	101	to	250 Km.
3	251	to	500 Km.
4	501	to	750 Km.
5	750	to	1000 Km.
6	1001	to	Above Km.

Note:-Service Tax is not included in the above Mentioned Rate it may be paid by ITI Limited.

SCHEDULE C										
FREIGHT STRUCTURE FOR TRANSPORT CONTRACT RB/SH/TPT/2019/18 - OFFER RATE ON L1 BASIS										
SL. NO.	STATES	STATION	PER MT	PER CUM	7MT	15 CUM	9MT	18CUM	15MT	30 CUM
1	ANDHRA PRADESH	ANANTPUR								
		CHITTORE								
		TIRUPATI								
		VIJAYWADA								
		VISHAKAPATNAM								
2	ANDAMAN & NICOBAR	PORT BLAIR								
		CAMPBELL BAY								
		DIGLIPUR								
3	BIHAR	MUZAFFARPUR								
		KISANGANJ								
		BHAGALPUR								
		PATNA								
		GAYA								
		BHUBHUA								
4	CHANDIGARH	CHANDIGARH								
5	CHATTISHGA RH	AMBIKAPUR								
		BILASPUR								
		RAIGARH								
		RAIPUR								
		KANKER								
		JAGDALPUR								
		DANTEWADA								
6	DELHI	NEW DELHI								
7	DADRA & NAGAR HAVELI	DADRA & NAGAR HAVELI								
8	DAMAN	SILVASA								

SCHEDULE C

<i>FREIGHT STRUCTURE FOR TRANSPORT CONTRACT RB/SH/TPT/2019/18 - OFFER RATE ON L1 BASIS</i>										
SL. NO.	STATES	STATION	PER MT	PER CUM	7MT	15 CUM	9MT	18CUM	15MT	30 CUM
9	GOA	PANJI								
10	GUJRAT	VALSAD								
		SURAT								
		BHARUCH								
		VADODARA								
		DAHOD								
		AHEMDABAD								
		MEHSANA								
		PALANPUR								
		HIMMATNAGAR								
		KUTCH								
		GANDHIDHAM								
		JAMNAGAR								
		BHAVNAGAR								
		JUNAGARH								
		RAJKOT								
		SURENDRA NGR								
11	HARYANA	FARIDABAD								
		NAROL								
		SIRSA								
		AMBALA								
12	JAMMU & KASHMIR	JAMMU								
		MEERPUR								
		SRINAGAR								
13	LADAKH	KARGIL								
		LEH								
14	LAKSHDWEEP	LAKSHDWEEP								

SCHEDULE C

<i>FREIGHT STRUCTURE FOR TRANSPORT CONTRACT RB/SH/TPT/2019/18 - OFFER RATE ON L1 BASIS</i>										
SL. NO.	STATES	STATION	PER MT	PER CUM	7MT	15 CUM	9MT	18CUM	15MT	30 CUM
15	JHARKHAND	DALTONGANJ								
		SIMDEGA								
		RANCHI								
		JAMSHEDPUR								
		KODARMA								
		DHANBAD								
		SAHIBGANJ								
16	KARNATAKA	BIDAR								
		RAICHUR								
		BELGAUM								
		BELLARY								
		DAVANGERE								
		MANGALORE								
		MYSORE								
17	KERALA	BANGALORE								
		KASARAGOD								
		CALICUT								
		PALAKKAD								
		ERNAKULAM								
		KOLLAM								
18	MADHYA PRADESH	TRIVENDRAM								
		GWALIOR								
		SHIVPURI								
		GUNA								
		BHOPAL								
		SAGAR								
		CHHATARPUR								
		SIDHI								
		BETUL								
		KHARGONE								
		JHABUA								
		INDORE								
		UJJAIN								
		RAJGARH								
		RATLAM								
		NEEMUCH								

SCHEDULE C

<i>FREIGHT STRUCTURE FOR TRANSPORT CONTRACT RB/SH/TPT/2019/18 - OFFER RATE ON L1 BASIS</i>										
SL. NO.	STATES	STATION	PER MT	PER CUM	7MT	15 CUM	9MT	18CUM	15MT	30 CUM
19	MAHARASTRA	NANDURBAR								
		JALGAON								
		AKOLA								
		NAGPUR								
		CHANDRAPUR								
		PARBHANI								
		AURANGABAD								
		THANE								
		RAIGOD								
		PUNE								
		LATUR								
		SHOLAPUR								
		SATARA								
		RATANGIRI								
		SANGLI								
		KOLHAPUR								
20	MUMBAI	MUMBAI								
		KALYAN								
21	ORRISA	ROURKELA								
		BARIPADA								
		BHUBNESHWAR								
		NAVPARAHA								
		PRALAKHEMUNDI								
22	PUNJAB	MALKANGIRI								
		GURDASPUR								
		AMRITSAR								
		MUKTSAR								
		LUDHIANA								
		FEROJPUR								
		PATIALA								

SCHEDULE C

<i>FREIGHT STRUCTURE FOR TRANSPORT CONTRACT RB/SH/TPT/2019/18 - OFFER RATE ON L1 BASIS</i>										
SL. NO.	STATES	STATION	PER MT	PER CUM	7MT	15 CUM	9MT	18CUM	15MT	30 CUM
23	RAJASTHAN	GANGAPUR								
		BIKANER								
		BHIWADI								
		JAIPUR								
		AJMER								
		KOTA								
		BANSWARA								
		JODHPUR								
		JAISALMER								
24	TAMILNADU/P UDUCHERRY	HOSUR								
		CHENNAI								
		PUDUCHERRY								
		COIMBATORE								
		TRICHY								
		SHIVKASHI								
		KANYAKUMARI								
25	TELANGANA	HYDERABAD								
		ADILABAD								
26	UTTAR PRADESH	NAINI(ALLD)								
		LUCKNOW								
		KANPUR								
		MEERUT								
		MATHURA								
		GONDA(MKP)								
		LALITPUR								
		RAIBARELI								
		VARANSI								

SCHEDULE C

FREIGHT STRUCTURE FOR TRANSPORT CONTRACT RB/SH/TPT/2019/18 - OFFER RATE ON L1 BASIS										
SL. NO.	STATES	STATION	PER MT	PER CUM	7MT	15 CUM	9MT	18CUM	15MT	30 CUM
27	UTTRAKHAND	DEHRADUN								
		UTTARKASHI								
		CHAMOLI								
		HARIDWAR								
		ALMORA								
		NAINITAL								
		UDHAMNAGAR								
28	SIKKIM	GANGTOK								
29	WEST BANGAL	MALDA								
		BHARAMPUR								
		MURSHIDABAD								
		PURULIA								
		KARAGPUR								
		KOLKATA								
		DARJLING								
30	NORTH EAST	SILIGURI								
		MIZORAM								
		TRIPURA								
		MANIPUR								
		MEGHALYA								
		NAGALAND								
		ARUNACHAL PD								
31	HIMACHAL PRADESH	ASSAM								
		GUWAHATI								
		SHIMLA								
		MANDI								
		SOLAN								

SCHEDULE 'C'

STATEWISE AVERAGE FREIGHT FOR PARTIAL DESPATCH (INCOMING & OUTGOING) FOR UNSPECIFIED STATIONS CLAUSE 1(D)- OFFER RATE ON L1 BASIS(IN RS)

SL. NO.	STATES	PER MT	PER Cu.M
1	ANDHRA PRADESH		
2	ANDAMAN & NICOBAR		
3	BIHAR		
4	CHANDIGARH		
5	CHATTISHGARH		
6	DELHI		
7	DAMAN		
8	DADRA & NAGAR HAVELI		
9	GOA		
10	GUJRAT		
11	HARYANA		
12	JAMMU & KASHMIR		
13	JHARKHAND		
14	KARNATAKA		
15	KERALA		
16	LAKSHDEEP		
17	LADAKH		
18	MADHYA PRADESH		
19	MAHARASTRA		
20	MUMBAI		
21	ORRISA		
22	PUNJAB		
23	RAJASTHAN		
24	TELANGANA		
25	TAMILNADU/PUDUCHERRY		
26	UTTAR PRADESH		
27	UTTRAKHAND		
28	SIKKIM		
29	WEST BANGAL		
30	NORTH EAST		
31	HIMACHAL PRADESH		

PRE-CONTRACT INTEGRITY PACT

Tender No.....

BETWEEN:

ITI Limited, Naini Unit, having its Registered & Corporate Office at ITI Bhavan, Doorvaninagar, Bangalore – 560016 and established under the Ministry of Communication & IT, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall also include its successors and assigns, ON THE ONE PART

AND:

.....Represented byChief Executive Officer (hereinafter called the Bidder(s)/Contractor(s), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors, & assigns of the bidder/contract) ON THE SECOND PART.

Preamble

WHEREAS the Principal intends to award, under laid down organizational procedures, tender/contract for(name of the work). The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s)/Contractor(s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will **monitor** the tender process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact, the terms and conditions of which shall also be read as integral part and parcel of the Tender Documents and contract between the parties.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS STIPULATED IN THIS PACT THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT WITNESSETH AS UNDER:

Section 1 – Commitments of The Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the

same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act if there be a substantive suspicion in this regards, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its laid down Rules/Regulations.

Section 2 – Commitments of the Bidder/Contractor

2.1 The bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.

- a. The bidder(s)/Contractor (s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The bidder(s)/Contractor (s) will not enter with other bidders/contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non – submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The bidder(s)/Contractor (s) will not commit any offence under IPC/PC Act, further the bidder(s)/Contractor (s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The bidder(s)/Contractor (s) of foreign shall disclose the name and address of the agents/representatives in India, if any. Similarly, the bidder(s)/Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The bidder(s)/Contractor (s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The bidder(s)/Contractor (s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The bidder(s)/Contractor (s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

Section 3 – Disqualification from tender process & exclusion from future contracts

3.1 If the bidder(s)/Contractor (s), during tender process or before the award of the contract or during execution has committed a transgression in violation of section 2, above or any other

form such as to put his reliability or credibility in question the Principal is entitled to disqualify bidder(s)/Contractor (s) from the tender process.

- 3.2 If the bidder(s)/Contractor (s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future tender/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the bidder(s)/Contractor (s) and amount of the damage. The exclusion will be imposed for a period of minimum one year.
- 3.3 The bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.
- 3.4 A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.
- 3.5 The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the bidder(s)/Contractor(s) shall be final and binding on the bidder(s)/Contractor(s), however the bidder(s)/Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.
- 3.6 On occurrence of any sanctions/disqualifications etc arising out from violation of Integrity Pact bidder(s)/Contractor(s) shall not entitled for any compensation on this account.
- 3.7 Subject to full satisfaction of the Principal, the exclusion of the bidder(s)/Contractor(s) could not be revoked by the Principal if the bidder(s)/Contractor(s) can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption preventive system in his organization.

Section 4 – Previous Transgression

- 4.1 The bidder(s)/Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of the Integrity Pact with any other company in any country confirming to the anti-corruption/transparency international (TI) approach or with any other Public Sector Enterprises/Undertaking in India of any Government Department in India that could justify his exclusion from the tender process.
- 4.2 If the bidder(s)/Contractor(s) make incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under section-3 of the above for transgressions of section-2 of the above and shall be liable for compensation for damages as per section-5 of this pact.

Section 5 – Compensation for Damage

- 5.1 If the Principal has disqualified the bidder(s)/Contractor(s) from the tender process prior to the award according to section 3 the principal is entitled to forfeit the Earnest Money Deposit/Bid Security/or demand and recover the damage equitant to Earnest Money Deposit/Bid security apart from any other legal that may have accrued to the Principal.
- 5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

Section 6 – Equal Treatment of all Bidders/Contractors

- 6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.
- 6.2 The bidder(s)/Contractor(s) undertakes to get this pact signed by its sub-contractor(s)/sub-vendor(s)/associate(s), if any, and to submit the same to the Principal along with the tender document/contract before signing the contract. The bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its sub-contractor(s)/sub-vendor(s)/associate(s).
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 – Criminal Charges against Violating Bidder(s)/Contractor(s)

- 7.1 If the Principal receives any information of conduct of bidder(s)/Contractor(s) or sub-contractor(s)/sub-vendor(s)/associate(s) of the bidder(s)/Contractor(s) which constitutes corruption or if the Principal has substantive suspicion in this regards, the Principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

Section 8 - Independent External Monitor(s)

- 8.1 The PRINCIPAL appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs their functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.
- 8.4 The Principal will provide the Monitor sufficient information about all meetings among the

parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

- 8.5 The Monitor will submit a written report to the Chairman and Managing Director of the Principal within to weeks from the date of reference or intimation to him by the principal and should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the Chairman and Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman and Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7 The word **‘Monitor’** would include both singular and plural.

Section 9 - Facilitation of Investigation

- 9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all possible help to the Principal for the purpose of verification of the documents.

Section 10 - Law and Jurisdiction

- 10.1 This Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall the seat of the Principal.
- 10.2 The actions stipulated in this 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.

Section 11 – Pact Duration

- 11.1 This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/guarantee period of the project/work awarded, to the fullest satisfaction of the Principal.
- 11.2 If the Bidder(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s)/Contractor(s).
- 11.3 If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

Section 12 – Other Provisions

- 12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.
- 12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 12.3 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.
- 12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 12.5 Any disputes/difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this pact or interpretation thereof shall not be subject to any Arbitration.
- 12.6 The action stipulates 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.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER(s)/CONTRACTOR(s)

.....
(Name & Designation)

.....
(Name & Designation)

Witness:

Witness:

1)

1)

2)

2)

SCHEDULE” B”

Tender No.: ITI/NNI/SHIPPING/2023/0101

Date: 31-08-2023

TERMS & CONDITION: CARGO TRANSPORTATION SERVICE

01. The Rates/ Freight Structure will be as per state wise as in SCHEDULE “C”/ANNEXURE–I & ANNEXURE-II. Extra Service Station Charges and other Charges as per Schedule “C”/ ANNEXURE–III which ever will be lower payable to Service provider. The consignment will be booked showing weight or volume i. e. per Kg by weight (for HEAVY) and per Cu. Ft. by volume (for BULKY & LIGHT) respectively as per the freight structure enclosed. BIDDERS WILL ENSURE TO INDICATE EXPRESS SERVICE AT THE TOP OF THE DOCKET AS PER THE INSTRUCTION GIVEN ON DELIVERY CHALLAN ISSUED BY ITI/SUPPLIER.
02. The Company is at its direction to decide the Consignment to be booked as LIGHT or HEAVY. For this purpose, the conversion factor as (D) of Schedule ‘C’ / Annexure-III shall be considered as the basis of declaring such consignment viz.

LIGHT CONSIGNMENT: Bulky material having weight less than the conversion factor corresponding to its volume and to be booked on VOLUME basis.

HEAVY CONSIGNMENT: Heavy material having weight more than the conversion factor corresponding to its volume and to be booked on VOLUME basis.
03. Time is the essence of the contract and it is expected that the goods will be delivered within the specified period mentioned in the contract.
04. It shall be the responding of the Bidder to ensure safety and security of the goods entrusted to them for carriage and to effect their delivery to the designate in sound condition and within the time prescribed.
05. Couriers should ensure safe delivery of consignment irrespective of value of the consignment, being or not being covered by Insurance. They will not carry / load any item on our sophisticated material. The material being given for transportation will be the sole property for ITI Ltd Naini.
06. Courier has to put all efforts submit the shortage / damage / loss observed during transit period both for outgoing / incoming consignment with in 48 hour of delivery / demand.

Contd.....

07. **CERTIFICATE OF FACT S FOR INSURANCE CLAIM:** In case of any shortage /Damage /Other losses reported by Consignee or Courier supported with Survey Report of the Registered Surveyor at a later stage courier will issue a Certificate Of Fact (COF) immediately but not later than 10 (Ten) days being asked by ITI.
08. Holding of Inward /Outward consignments by the courier booked during the tenure of the contract for any reason whatsoever will amount to breach of contract and the case will be dealt as per provisions of contract
09. Courier shall submit the acknowledged docket exclusively from the designated consignee (i.e.an officer not below SDE/SDO/ AE in case of DOT /BSNL/MTNL consignments) with his office seal and date of receipt as proof of delivery wit in stipulated delivery period.
10. The courier should communicate to the company within 7 days of occurrence of problem like non-acceptance of consignments by the consignee etc. and get necessary action from the concerned deptt of ITI who will provide the solution within 7 days to the courier .At the instruction of the concerned deptt of ITI one more attempt will be made by the courier .In case the consignee does not accept the material even after the second attempt the courier may rebook back the consignment under intimation to the concerned deptt of ITI and the freight for both way shall be payable to them.
11. The courier shall be liable for any Damage /Loss to the company's property. The losses if any will be recovered in the form of penalty not less than the market price of the damage/ loss at the time together with incidental charges and expenses.
12. The Couriers are expected to "DOOR COLLECTION" and "DOOR DELIVERY" of the consignments to/ from all destinations of different states wherever they are having a branch office (destinations/ branch offices as agreed at the time of signing of the contract shall be applicable). Against the destinations where courier's branches do not exist an additional amount may be considered payable per KM basis for collection / delivery of goods where the courier makes this extra service arrangement through their nearest branch. Freight bills for such consignment shall be settled as per Clause 23(A) ii) of SHEDULE "B".
13. The couriers are required to open their branch at Naini having sufficient and secured go-down facility. They will inform complete address of their branch and go-down with details of manpower deployed and contact phone number etc.

Contd.....

14. Wherever Octroi charges are applicable the courier is responsible to collect the Demand Draft from the company before lifting the consignment, otherwise courier shall be responsible to pay the same and claim for the same later, with their bills to be avoided.
15. The courier shall submit the octroi paid receipt and "B" FROM in ORIGINAL or a photo copy duly certified for its correctness along with receipt for the amount claimed at the submission of their freight bills.
16. The Octroi and Toll Tax charges in respect of Govt. consignment will not be paid by the company. The courier is responsible to collect Octroi exemption certificate from the company in respect of place wherever the same is applicable before lifting the consignment. Courier is responsible to intimate beforehand if any such charges have been introduced in any city or state so that company can arrange to get necessary certificate for settlement with the said municipal authorities Under no circumstance, courier should lift the consignment without collecting the required document such as the DD for Octroi/ Toll Tax/ Entry Tax etc. or the octroi exemption certificates and state permit of sales tax From no. 31 or any other relevant documents. In case courier fails to collect the required document while lifting the consignment without written permission of the company and as a result incur any expenditure towards penalty etc. the same will not be admitted for payment.
17. The period of contract shall be operative for two (02) years i.e. from date of work order to next two years and can be extended further with mutual consent/ agreement.
18. The courier shall enter in to an agreement with the company with in a month from the date of appointment embodying these and other suitable conditions as may be laid down by the company which agreement shall be valid for entire period specified in the Tender. Which may be extended by mutual consent at the same rate, terms and conditions Until such time the agreement is signed, the correspondence pertaining to the tender exchange will be deemed as terms and condition of the contract and binding on the parties.
19. Either party can terminate the contract by giving three month notice in writing.
20. A) The bills shall be admitted by Company's concerned Shipping Deptt for out-going consignment supported with consignee receipt (POD) and by concerned Inward Goods deptt (IGD) for incoming consignment support with proof of delivery (POD)and/ or other requisite document as the case may be including Way Bill certificate (SSO receipt) which will provided be respective IGD.

Contd.....

B) The concerned sectional head of shipping Deptt shall verify the bills for it correctness and forward the same with in 72 hours of receipt to Bills payable deptt for payment as per the verification made.

C) The concerned sectional head of IGD shall verify the bill for its correctness and deliver the way bill certificate (SSO receipt) to the courier within 72 hours of receipt of goods.

21. Courier should ensure that the contract is circulated by them to all their branches well in time so as to avoid any delay / difficulty in getting consignments booked/ delivered by them. It shall be the responsibility of the courier that the booking branches demand the freight charges only as per the contract in case of PAID consignments and no extra charges such as handling, incidental, miscellaneous etc. are levied since these are not admissible otherwise the same shall be recovered from their other Bills. It is however, referred that all the branches are suitably informed to book the consignments meant for ITI Ltd. Naini of FOD basis.

22. Sometime the incoming consignments are required to be booked on COD (Collect payment of goods on Delivery). Couriers should ensure that their branches book such consignments on FOD (Freight on Delivery) basis only. The company shall be intimated immediately on receipt of such consignments and a copy of a date acknowledgement of such intimation be attached with the freight bills which shall be treated as the date of delivery for the purpose of calculating delays in delivery of such consignment irrespective of the actual delivery date.

23. A) Time is the essence of the contract. The very purpose of despatching the consignments by courier service gets defeated if the consignments are not delivery within the specified time schedule (excluding the day of booking and delivery). Which is reproduced below:----

i) Places where branches of courier exist: As per their time schedule submitted with their offer as per SCHEDULE "C" ANNEXURE-I.

ii) Extra Stations/ places behaving no branch: As per time schedule of contract as (A) of SCHEDULE "C" ANNEXURE-II from their nearest branch will be allowed over the transit schedule. The distance between the central points of cities from nearest branch for such station shall be identified as per Motoring Guide Of India issued by Automobile Association of Eastern India and shall be taken in to consideration for the purpose of calculation.

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B) Proof of delivery (POD) of out-going material i.e. consignee receipt duly signed by competent authority i.e. SDO/ SDE/AE essence of the Contract following terms shall apply:-

- i. For submission of POD within three Days Rs. 200.00 (Rupees Two Hundred) only per Docket and submission of POD within seven Days Rs. 100.00 (Rupees One Hundred) only per Docket Incentive shall be given.

ii. The Cargo service shall also make effort to put POD their web Site.

iii. **L.D. FOR LATE DELIVERY OF CONSIGNMENTS:-**In case of delays in delivery a Penalty clause is as (F) of SCHEDULE “C”/ ANNEXURE-II.

24.A) Couriers should obtain clear acknowledgement from the designated consignee (i.e. an officer not below SDE/ SDO/ AE in case of DOT/ BSNL / MTNL consignments) with their office seal for out-going consignments the acknowledgement indicating date of delivery with the office seal of the consignee is invariably required to admin freight bills for payment.

B) It is responsibility of the courier to submit the clear acknowledgement of out-going consignments (consignee Receipt) in original (photo copy will not be valid) along with photo copy of the same to respective Shipping Deptt within Fifteen days of the date of receipt by the consignee (date of receipt will be excluded for the purpose of calculation). After verification the photocopy of the acknowledgement duly endorsed by the Shipping Deptt will be returned to the Courier for the purpose of raising bills immediately.

C) **L.D. / PENALTY ON LATE SUBMISSION OF POD/ CR:-** If the Courier fails to submit the same within 15 days (Fifteen Days) of delivery, the penalty will be imposed on the Courier due to delay in submission of acknowledgement (reckoned from the next day of receipt by the consignee), which will be regulated as (G) of SCHEDULE ‘C’ / ANNEXURE-II.

Wherever there is a delay in delivery time or submission of acknowledgement but both the activities have been completed within time (both taken together). L.D. on individual component will not be deducted. However, in case both the activities are not completed within the combined period, the L.D. will be deducted on individual component.

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D) In case of misplacement / loss of consignee receipt (POD) in transit the date of receipt of such intimation in writing shall be reckoned for the purpose of calculating delays provided the intimation is supported with a photocopy of POD showing actual date of acknowledgement in such case, ITI will provide to courier a request letter addressed to the consignee concerned for obtaining POD on Duplicate Copy of the Docket and to submit the same within next 10 (Ten)Days.

25. The freight bills of the courier will not be accepted where the concerned Docket contains the remarks as “Damages /Shortages” from the consignee till the Certificate of Fact (COF) is

submitted by the courier. However, in case of non-admittance of claim by Insurance Company, the freight paid will be recovered from courier's running bill at a later stage.

26. Company will arrange to pay the courier bill within 30 days (Thirty Days) of submission of the same along with acknowledgement docket or the photocopy of POD, as per provisions of clause 24(D) as proof of delivery, Octroi paid receipt with "B" FROM wherever applicable and other related documents specified in the Tender. The payment shall be subject to statutory tax deduction at source. However, the freight bills shall not be accepted on non-submission of any one of the document so specified.

27. SECURITY DEPOSIT:- The Bidder has to submit a sum of Rs. 3,75,000/- (Rs. Three Lakh Seventy Five Thousand) only by a Nationalized Bank towards the discharge of satisfactory service as per the contract. The Courier should ensure the validity of the same should be operative up to 06 (Six) months after the expiry of the contract with us.

A) In addition the Courier is also liable for any loss or damage suffered by the company by any cause whatsoever until the consignment is safely delivered to the company or to the designated consignee as the case may be by the courier and such loss or damage will be assessed by the company at the sole discretion.

B) BANK GUARANTEE :- N/A

C) E.M.D:- A sum of Rs.50,000 (Fifty thousand) only as DD issued by any Nationalized Bank in favor of ITI Ltd Naini, payable at Naini shall be deposited to ITI Ltd Naini along with the Offer. The EMD of Rs.50, 000 /- only (Fifty thousand only) can be adjust in the above security Deposit. Deposited security money will be refunded with-out any interest after successfully completion of contract.

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D) ITI Ltd Management reserves the rights to award the assignment to one or more parties on L-1 counter rates with the existing terms and conditions.

E) Only ITI Ltd Registered / Approved Sources need to submit their quote.

F) Only ITI Ltd Registered / Approved Sources will be considered.

G) New or fresh Bidder may refer ITI website i.e. www.itilttd-india.com for Vendor Registration process.

28. To avail MODVAT Concession Courier will submit invoice of supplier (TRANSPORTER'S COP) along with consignment in our Inwards Goods Deptt and obtain due receipt for the same.

However, in case of misplacement of this copy in transit, the consignment must be delivered along with copy of FIR in this regard duly acknowledged by the office of Asstt. Commissioner, Central Excise, Naini. Any loss to ITI Due to non-submission of this copy will be recovered from the courier's bills. In case any supplier does not deliver the same at the time of booking the consignment, the courier should indicate the fact on face of the docked only signed by the supplier's representative with reason thereof.

29. Up to 45 days after the expiry of the contract the courier should make sure that no consignment shall remain in their respective Go downs. Such cases must be listed out settled mutually with the company.

30. All disputes and differences arising out of this contract will be decided mutually.

31. The contract may be reviewed and discussed after every three months to resolve the problem/ difficulties, if any.

32. No counter terms and condition in any form either by way of printed condition in the docked or any other form will be accepted by the company.

33. No ODA charges will be paid for Incoming /Outgoing consignment at Distt Head Quarter and within 25 Kms area.

34. As per guide lines for IC ADR in case of any dispute matter may be submitted to IC ADR before proceeding the court.

(S.K. GUPTA)

AM (SHIPPING)
