



BID DOCUMENT

OPEN, INLAND & NON-GLOBAL E-TENDER

**“Tender for transportation of consignments by road transport
Service from ITI LIMITED Raebareli to various parts of the country
and vice versa.”**

***TENDER NO:-ITI/RB/SHIPPING/2026/5102/Transport_tender
DATED:-30.01.2026 DUE DATE: 19.02.2026 17:00 Hrs.***

***DGM-(CIVIL, CS & LS)
nksharma_rbl@itild.co.in;
pushpraj_rbl@itild.co.in***

**ITI LIMITED
(A Government of India
Undertaking) Sultanpur Road,
RAEBARELI-229010(U.P)**

Visit us at <https://tenders.itild.in/>

ITI LIMITED
DOORBHASH NAGARRAEBARELI -229010

Ref.: ITI/RB/SHIPPING/2026/5102/Transport_tender

Date: 30.01.2026

TENDER DOCUMENTS

Sub.: “Tender for transportation of consignments by road transport Service from ITI LIMITED Raebareli to various parts of the country and vice versa, Tender value Approx. Rs. 1 Crore

SECTION-A: TENDER INVITATION & GENERAL REQUIREMENTS.

01. This Tender shall be called the "TENDER FOR ROAD TRANSPORTATION OF INCOMING AND OUTGOING CONSIGNMENTS OF I T I LTD, RAEBARELI "and will be referred to herein under as "TENDER FOR ROAD TRANSPORT SERVICES".
02. This Tender Form is NON TRANSFERABLE.
03. a) The tenderers shall quote their minimum rate for transportation from premises of ITI Limited situated at Doorbhash Nagar at RaeBareli to designated Consignee as well as from various consignee situated at all over the Country to ITI Limited, RaeBareli on DOOR COLLECTION & DOOR DELIVERY basis as per the Terms & conditions of the Tender in SECTION-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 <https://itilimited.euniwizarde.com> which is mandatory for this tender.

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

TENDER NO. ITI/RB/SHIPPING/2026/5102/TRANSPORT_TENDER, DATED: 30.01.2026
"TENDER FOR TRANSPORTATION BY CONTRACT DUE DATE 19 .02.2026.

The Tender must be submitted before 17:00Hrs on 19 .02.2026.

It is advised that all the documents as per eligibility criteria mentioned in Section-B 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: 7903267845 and 9355030630.

05. (i) The Terms and Conditions are detailed as per SECTION-C. Duly signed copy is to be up-loaded with technical bid.
(ii) Earnest money deposit of Rs.2,00, 000/-(Rupees Two Lakhs only) is to be submitted through FDR, with at least validity of 180 days after bid due date in favour of “ITI Limited, Raebareli” (details mentioned in bank mandate form).

06. **OPENING OF THE TENDER:**

The Tender shall be opened in two parts viz:

- i) First only technical bid SECTION-A, SECTION-B and SECTION-C will be opened on-line at 15.00 Hrs. on 21.02.2026.

- ii) Secondly, SECTION-D containing financial bid will be opened only after ascertaining the pre – qualifications of the bidders on the other date.
- iii) ITI Limited RaeBareli reserves the right to accept or reject any or all the tenders received without assigning any reason what so ever and the decision of the company is final and binding on the Bidders.
- iv) ITI RaeBareli cannot give any guarantee regarding quantum of load or any minimum/maximum booking load for any particular time/ period.

ITI LIMITED,

DOORBHASH NAGAR- RAEBARELI-229010

ELIGIBILITY CRITERIA & ENCLOSURES OF SECTION-A & B

1. EMD of Rs. 2,00,000 /-TWO LAKHS ONLY in the form of FDR with atleast validity of 180 days after bid due date (if exempted, upload valid MSME certificate).
2. The bidder should have transporter ID, GST and PAN registration. Self-attested copies of all documents should be uploaded.
3. Copy of the memorandum and article of Association for Public Limited company / Partnership deed for partnership concern.
4. 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.
5. List of various lorries / trucks / other heavy vehicles owned by the Tenderer, with registration numbers and capacity.
6. Details of material handling equipment available with the Tenderer at their transshipment points / stations (e.g., forklifts, cranes, pallet trucks, etc.).
7. Copy of the Memorandum of Indian Banks' Association (IBA) along with the corresponding Code Number.
8. List of existing branches with complete address, Telephone Numbers / Mobile Numbers, and Email IDs. It is mandatory that the Transporter has branches / outlets / agencies / offices across India.
The Tenderer must have a local office in Raebareli City, if not available shall provide an undertaking that he/she will open the office within 21 days of awarding the work order, if selected.
9. Details of arrangements made for handling consignments at locations where the Tenderer does not have branches (through authorized agents / associates).
10. Service Tax Registration Number along with a photocopy of the Service Tax Registration Certificate.

WORK EXPERIENCE:

11. Bidder shall have work experience in the field of transportation of materials and at least 1 year of experience in handling delicate and sophisticated Engineering/ Electronic/Telecom Equipment/ Wooden Cable Drums, relevant document should be submitted.
 - a. Bidder shall submit PO/WO copies of the last three financial years as proof of work experience. **The cumulative value of the submitted documents shall not be less than 30% of the estimated cost of the tender.**
 - b. "Similar works" shall mean transportation of materials across various states undertaken by the bidder during the last three financial years.

12. FINANCIAL STRENGTH

- a. The average annual financial turnover of the bidder on transportation services for the last 3 years (up to 31st March 2025) shall not be less than **30%** of the estimated cost. The requisite Turnover shall be duly certified by a Chartered Accountant with his seal/Signatures and registration number.
- b. The Bidder shall submit Audited financial statements/Balance sheets for three years (F. Y 2022-23, 2023-24 & 24-25), duly certified by a CA

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13. BLACKLISTING

A. Bidder shouldn't have been blacklisted from any Govt. / PSU – A self-declaration should be submitted.

B. Note:

Even though the bidders meet the above qualifying criteria, they are subject to being disqualified if they have:

- i. Made misleading or false representations in the forms, statements, affidavits, and attachments submitted in proof of the qualification requirements, or record of submission of any false/fake documents.
- ii. Record of poor performance such as abandoning the works, not properly completing the Work Order, inordinate delays in completion, litigation history, or financial failures, etc.,
- iii. Transporters even after awarding of work orders, if found to be presenting false statements in any kind, may be declared as disqualified and further blacklisted at any stage during the contract period.

Bidders have to submit all above required documents, unless and otherwise exempted, otherwise liable to get rejected.

Signature of Tenderer
Office seal

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

Ref.: ITI/RB/SHIPPING/2026/5102/TRANSPORT_TENDER

Date:

01.	Name in full under which Tenderer is participating.	
02.	Address of the Official premises at RaeBareli 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 RaeBareli? If so, state Where and what area?	
12.	Do you have adequate material handling equipment 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.(Work Order as a proof)	
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 Tenderer
(Office Seal)

Date:

(Authorized Signatory)

Name and address of the Transport
with Office Stamp

ITILIMITED, RABARELI-229010.

Ref.: ITI/RB/SHIPPING/2026/5102/TRANSPORT_TENDER

Date: 30.01.2026

TERMS AND CONDITIONS: ROAD TRANSPORTATION CONTRACT

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

The contract is for the Stations for incoming and outgoing material shown in the freight structure.

RATE:

1. A. Wherever FTL (Full Truck Load) is called for on specific request. This tender is for following truck carrying capacity and corresponding truck sizes.

a. 5T-17' truck occupancy size,

b. 7T-19' truck occupancy size,

c. 9/10 Tonnes-22' truck occupancy size

d. >20 Tonnes-32' Double decker open type truck occupancy size. (OFC Wooden Drums can be kept in two layers, Arrangements for Binding of drums is in transporter's scope only)

- B. In case the carrier fails to provide truck asked for any specific request and provide other size truck then the payment will be made for demanded LMV/HMV truck only and whichever is lower.

- C. L1 rate shall be decided on average basis of each state, refer below table content (only as an example) for better understanding.

SL. NO.	STATES	STATION	Truck type a*	Truck type b*	Truck type c*	Truck type d*	Average freight for
01	S1	S1-A	F1A	F2A	F3A	F4A	$S1A=(F1A+F2A+F3A+F4A)/4$
		S1-B	F1B	F2B	F3B	F4B	$S1B=(F1B+F2B+F3B+F4B)/4$
		L1 BIDDER for State S1 will be lowest average of S1A and S1B.					
02	S2	S2-A	F1A	F2A	F3A	F4A	$S2A=(F1+F2+F3+F4)/4$
		S2-B	F1B	F2B	F3B	F4B	$S2B=(F1B+F2B+F3B+F4B)/4$
		L1 BIDDER for State S2 will be lowest average of S2A and S2B.					
03	S3	S3-A	F1A	F2A	F3A	F4A	$S3A=(F1+F2+F3+F4)/4$
		S3-B	F1B	F2B	F3B	F4B	$S3B=(F1B+F2B+F3B+F4B)/4$
		L1 BIDDER for State S3 will be lowest average of S3A and S3B.					

*Truck Type a, b, c, d may be understood from clause 1A.

F stands for Freight.

- D. Bidder is advised to quote for all stations listed in any specific state, if bidding for that state, otherwise liable to get rejected. (Refer SECTION-D)
- E. In case of average freight of 02 bidders in any/all states tie, work order shall be awarded in the ratio of 50-50.
- F. All the consignments shall be lifted on L1 rate only derived from Transporter tender.
- G. Contract shall be awarded state specific between 02 bidders only (L1 & L2 bidder) in the ratio of 70-30 and on L1 rate only. In any specific case, if L1 bidder refuses to/ not deploy the vehicle without any genuine reason, which shall be certified by HOD (LS), for consecutively 03 days despite giving reminders over mail, whole consignment is about to dispatch or bring from, shall be transferred to L2 bidder.

H. GST 5% or as applicable shall be based on RCM.

2) The transporter shall be fully responsible to comply with the latest motor vehicle Act/ Rules and subsequent amendments.

3) A) 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.

B) The freight charges are strictly on **DOOR DELIVERY & DOOR COLLECTION basis** both for incoming and outgoing consignments but in case when carrier fails to collect/ deliver the outgoing/ in coming consignment from/ to ITI Ltd. Rae Bareli. The company may deliver/ collect the same through its own arrangements. In such case, deduction of Rs. 1000/- or 10% of the freight per consignment whichever is higher will be made subject to maximum of 80% of the freight per consignment payable from the bills of the transporters.

(B) Loading and Unloading of material in ITI Limited Raebareli premises shall be sole responsibility of Transporter i.e. arranging manpower, equipment/machinery for handling material shipments etc. However, in-case transporter needs ITI machinery and manpower for loading & unloading of material it will be on chargeable basis and the amount will be deducted from the transporter's bills.

(C) The unloading/Loading of GOODS at any site/location is completely in transporter's scope.

(D) 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. 250/- per consignment per floor is payable extra provided the consignee/ ITI certifies the unloading at specific floor in writing.

4) **Single Case Weighing 500Kgs 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, TollTax and entry tax-**

(A) The Octroi, Toll tax charges, OR ANY OTHER charges apart from the freight charge on which work order is awarded will not be paid by the company (except clause 2F). 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, EWAY BILL, E-INVOICE, 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.

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 fulfilled 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 RaeBareli 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 Rae Bareli to every

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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

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

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: 03days
- ii) For destinations in Bihar, Jharkhand, Rajasthan, Haryana, Uttarakhand, Madhya Pradesh, Chhattisgarh, Punjab States and Chandigarh unionterritory.:05days
- iii) For destinations in Himanchal Pradesh, West Bengal, Maharashtra, Gujrat, Orissa, Telangana and Andhra Pradesh States:07days
- iv) For Destinations in rest of states and other union territories: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:

For delays over &	L.D. to be deducted (% of freight)
Upto 5 days	1
From 6-10 days	2
From 11-16 Days	3
From 21-30 days	4
Over 30 Days	5

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. And after loading/unloading of material truck should leave the ITI Limited premises within 6 hrs time. **However incase truck is not provided even within 48 hrs, a penalty of Rs. 1500/- 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 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. 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 North East., J&K and Leh- laddakh is allowed. No extra payment shall be made for this.
- 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 LTD posted at Consignee place/ Incharge on consignee/ Lorry Copy of GC Note (photo copy is not valid except in few cases where Transporter gives an undertaking about loss of original copy (acceptance shall be sole discretion of ITI management) and submit the same to respective Shipping Dept. within 10 days of the date of receipt (date of receipt is excluded for the purpose of calculation).
- (b) Transporter is also hereby indicated that Photo of POD/CR is to be submitted in shipping department within 24 Hrs of delivery of materials to consignee via whatsapp/mail.
- (c) After scrutiny by the shipping Dept. a photocopy of the same duly signed with date of receipt at ITI Rae Bareli will be given to the transporter for the purpose of raising bills.
- (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 submission of the Consignee receipt which will be regulated as under:

For delays in submitting POD copy/ LR COPY	L.D. to be deducted (% of freight)
From 11-20 Days	01
From 21 and above	2

LD will be calculated after leaving transit period.

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 behalf.

(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 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 with proper justification within 72 hours of being asked by ITI in writing to lodge the claim with underwriters/Insurance companies.

(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/Insurance companies due to any reason attributed to the transporter, total claim value will be recovered from the transporter's running bills.

(E) In case of FULLY damage of the materials during any accident the transporter will immediately make necessary arrangement for survey of damaged materials by Insurance Company at the place where accident occur at their own cost and inform to ITI concerned dept./ consigner. 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.

(F) In case of minor damage during accident the transporter will immediately make necessary arrangement for repacking of material, transportation of these materials 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 electronic items/ wooden cable drums/ OFCs/Chemicals, Gases, Acids etc. from any place will be collected from the company or

Consigner's premises on the advice (oral or written) of the Company and/or the at the respective divisions situated at Rae Bareli.

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. 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.

19) **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 Para15.(C)& 15. (D) for insured material not withstanding anything contrary in section 151 and 152 of Indian Contract or any other.

20) 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.

21) 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 with in a fortnight, all business as well as the payment of the freight bills will be stopped.

22) 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 Go Down, 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.

23) (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

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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. 1000/- for FTL consignment or as actual whichever is higher as transportation charges.

24) NO DEMURRAGE / STORAGE CHARGES WHAT SO EVER ARE PAYABLE BY ITI OR CUSTOMER ON INWARD/ OUTWARD CONSIGNMENT AS THE CASE MAY BE.

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

26) **PERIOD OF CONTRACT:-**

(a) The period of contract will be for **two** years from the date of signing of contract which may 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 and terms and conditions of the contract.

27) **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.

28) **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.

29) **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.

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- (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.

30) **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 prorate base as per contract freight for the District/State, whichever is lower. **HOWEVER such claims MUST be supported with the written instructions of the consignee or the company in this regard.**

31) **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.

32) **TENDER VALUE, EARNEST MONEY DEPOSIT AND SECURITY DEPOSIT:-**

- a) Tender Value Approx. Rs 01 Crore and against this, the transporter will pay an Earnest Money deposit (EMD) of Rs. 2,00,000/- (Rupees Two Lakhs only) in form of **FDR** with atleast validity of 180 days after bid due date in favor of "ITI Ltd. Raebareli" payable at SBI, ITI Town Ship Branch at Raebareli (details mentioned in bank mandate form). Such deposit will not carry any interest. Payment in any other form such as cheque etc. is not acceptable.
- 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

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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 SECURITY DEPOSIT as a Performance Bank Guarantee for a sum of Rs. 05,00,000/- (Rupees Five Lacs only) towards satisfactory performance of the contract of any nationalized Bank has to be furnished by the transporter within 15 days of signing the contract. 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 and assessed amount shall be recovered from security deposit.
- d) **The earnest money deposit will be returned after deposition of Bank Guarantee of Rs Five Lakhs and after satisfactory performance of the Transporter for the last Six months. The Transporter should give in writing that if they leave the Contract before the time for which the Contract was awarded, security deposit will be forfeited from their pending bills.**
- 33) A) The transporter should make sure that no consignment of Inward/ outward shall remain in their go-down after 15 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 15 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.
- 34) If desired by the company, the transporter will make an arrangement for AC car (4 seater) for company's escort to travel along with the lorries carrying the consignment free of cost.
- 35) In case of overnight detention of the truck in ITI's premises or consignee's premises 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 Raebareli immediately and instructions should be obtained from concerned Head of Dept. of ITI. In case of detention at consignee's premises, certificate of consignee as informed by consigner 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.
- 36) A) Maximum 3 station (one zigzag, two enroot) without limitation of Km the freight will be paid for the last station. (Max. distance Station) max. deviation allowed from route would be 100 Km (both ways) for zigzag station, station available more than 100 km distance payment shall be made on prorata basis. It should be confirmed in writing before dispatch of material mentioned on Packing Note. The freight will be paid for the farthest consignment, which will be intimated in writing from Shipping department.

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- 37) **Payment of the transporter's bill will be cleared within 60 days after submitting the bills by transporter in Shipping department / IGD in case of inwards goods.** Transporters may submit a statement of their pending bills on monthly basis to DGM (LS) / AM(SH)/ AM(LS) for speedy clearance of their bills.
- 38) **Any documents required further by the company shall be submitted immediately.**
- 39) 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.
- 40) **FORCED MAJOURE**:-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.
- 41) **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 Rae Bareli and the Plant head of ITI Ltd., Rae Bareli shall appoint such an arbitration shall be done under an in accordance with the provisions of the Indian Arbitration Act 1940 and the decision of the Arbitrator shall be final and binding on both the parties to this agreement. The Rae Bareli courts alone shall have jurisdiction for all litigations, if any, between the parties.
- 42) As per guide Lines of ICADR in case of any dispute matter may be submitted to ICADR before proceeding to court.
- 43) Diesel rates of Raebareli market to be mentioned in the quote for reference w.e.f. date of quotation.
- 44) Pre contract integrity pact (as per format attached) on plain paper duly signed should be Submitted along with technical Bid/ Tender Documents.
- 45) Successful bidder has to sign integrity pact on Rs.100/- stamp paper after placement of Work order.
- 46) ITI Management has all the right to amend/ change/ delete/interpret/cancel all/Part of above listed clause without assigning any reason to bidders at any stage of contract.

DGM-CS, CIVIL & LS

ITI LIMITED, RAEBARELI

Section 'D'

SL. NO.	STATES	STATION	5T-17'	7T-19'	9/10 Tonnes-22'	>20 Tonnes-32'	AVERAGE
1	ANDHRA PRADESH	ANANTPUR					#DIV/0!
		GUNTAKAL					#DIV/0!
		VISHAKHAPATTANAM					#DIV/0!
		VIJAYWADA					#DIV/0!
		GUNTUR					#DIV/0!
		CHITTORE					#DIV/0!
		TIRUPATI					#DIV/0!
		VIJAYWADA					#DIV/0!
		VISHAKAPATNAM					#DIV/0!
						#DIV/0!	
2	BIHAR	MUZAFFARPUR					#DIV/0!
		SAMASTIPUR					#DIV/0!
		DANAPUR					#DIV/0!
		GAYA					#DIV/0!
		Sonepur					#DIV/0!
		HAJIPUR					#DIV/0!
		KISANGANJ					#DIV/0!
		BHAGALPUR					#DIV/0!
		PATNA					#DIV/0!
		GAYA					#DIV/0!
BHUBHUA					#DIV/0!		
						#DIV/0!	
3	CHANDIGARH	CHANDIGARH					#DIV/0!
4	CHATTISHGARH	AMBIKAPUR					#DIV/0!
		BILASPUR					#DIV/0!
		RAIGARH					#DIV/0!
		RAIPUR					#DIV/0!
		KANKER					#DIV/0!
		JAGDALPUR					#DIV/0!
		DANTEWADA					#DIV/0!
5	DELHI	NEW DELHI					#DIV/0!
6	DADRA & NAGAR HAVELI	DADRA & NAGAR HAVELI					#DIV/0!
7	DAMAN	SILVASA					#DIV/0!
8	GOA	MADGAON					#DIV/0!
		VERNA					#DIV/0!
		PANJI					#DIV/0!
							#DIV/0!
9	GUJRAT	BHUJ					#DIV/0!
		VALSAD					#DIV/0!
		SURAT					#DIV/0!
		BHARUCH					#DIV/0!
		VADODARA					#DIV/0!
		DAHOD					#DIV/0!
		AHEMDABAD					#DIV/0!
		MEHSANA					#DIV/0!
		PALANPUR					#DIV/0!
		HIMMATNAGAR					#DIV/0!
		KUTCH					#DIV/0!
		GANDHIDHAM					#DIV/0!
		JAMNAGAR					#DIV/0!
		BHAVNAGAR					#DIV/0!
		JUNAGARH					#DIV/0!
SURENDRA NGR					#DIV/0!		
RAJKOT					#DIV/0!		
						#DIV/0!	
10	HARYANA	FARIDABAD					#DIV/0!
		GURUGRAM					#DIV/0!
		Kurukshetra					#DIV/0!
		NAROL					#DIV/0!
		AMBALA					#DIV/0!
		SIRSA					#DIV/0!
						#DIV/0!	
11	HIMACHAL PRADESH	SHIMLA					#DIV/0!
		MANDI					#DIV/0!
		DHARMSHALA					#DIV/0!
		HAMIRPUR					#DIV/0!
		NAHAN					#DIV/0!
		KULLU					#DIV/0!
		SOLAN					#DIV/0!
						#DIV/0!	
12	JAMMU & KASHMIR	JAMMU					#DIV/0!
		MEERPUR					#DIV/0!
		SRINAGAR					#DIV/0!
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		KARGIL					#DIV/0!
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		SIMDEGA					#DIV/0!
		RANCHI					#DIV/0!
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		CHAKRADHAR PUR					#DIV/0!
		DHANBAD					#DIV/0!
SAHIBGANJ					#DIV/0!		
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		RAICHUR					#DIV/0!
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		HUBLI					#DIV/0!
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		BHATKAL					#DIV/0!
		KARWAR					#DIV/0!
		BELLARY					#DIV/0!
DAVANGERE					#DIV/0!		

		MANGALORE				#DIV/0!
		MYSORE				#DIV/0!
		BANGALORE				#DIV/0!
		KASARAGOD				#DIV/0!
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16	KERALA	CALICUT				#DIV/0!
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		ERNAKULAM				#DIV/0!
		KOLLAM				#DIV/0!
		TRIVENDRAM				#DIV/0!
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		SHIVPURI				#DIV/0!
		GUNA				#DIV/0!
		BHOPAL				#DIV/0!
		SAGAR				#DIV/0!
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		Satna				#DIV/0!
		Bhopal				#DIV/0!
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		UJJAIN				#DIV/0!
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		JALGAON				#DIV/0!
		AKOLA				#DIV/0!
		NAGPUR				#DIV/0!
		CHANDRAPUR				#DIV/0!
		PARBHANI				#DIV/0!
		MANGAON				#DIV/0!
		KANKAVLI				#DIV/0!
		VILWADE				#DIV/0!
		RATNAGIRI				#DIV/0!
		CHIPLUN				#DIV/0!
		NANDED				#DIV/0!
		NAGPUR				#DIV/0!
		PUNE				#DIV/0!
		NAVI MUMBAI/MUMBAI				#DIV/0!
		AURANGABAD				#DIV/0!
		THANE				#DIV/0!
		RAIGOD				#DIV/0!
		PUNE				#DIV/0!
		LATUR				#DIV/0!
		SHOLAPUR				#DIV/0!
		SATARA				#DIV/0!
		RATANGIRI				#DIV/0!
		SANGLI				#DIV/0!
		KOLHAPUR				#DIV/0!
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19	MUMBAI	MUMBAI				#DIV/0!
		KALYAN				#DIV/0!
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20	ORRISA	ROURKELA				#DIV/0!
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		NAVAPARAHA				#DIV/0!
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		MALKANGIRI				#DIV/0!
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		JALANDHAR				#DIV/0!
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		FEROJPUR				#DIV/0!
		PATIALA				#DIV/0!
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22	RAJASTHAN	GANGAPUR				#DIV/0!
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		BHIWADI				#DIV/0!
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		BANSWARA				#DIV/0!
		JODHPUR				#DIV/0!
		JAISALMER				#DIV/0!
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23	TAMILNADU/PUDUCHERRY	HOSUR				#DIV/0!
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		PUDUCHERRY				#DIV/0!
		COIAMBATORE				#DIV/0!
		TRICHY				#DIV/0!
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		SECUNDERABAD				#DIV/0!
		LALLA GUDA				#DIV/0!
		Vikarabad				#DIV/0!

							#DIV/0!
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		KANPUR					#DIV/0!
		MEERUT					#DIV/0!
		MATHURA					#DIV/0!
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		LUCKNOW					#DIV/0!
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		RAIBARELI					#DIV/0!
VARANASI					#DIV/0!		
NAINI(ALLD)					#DIV/0!		
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		ALMORA					#DIV/0!
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UDHAMNAGAR					#DIV/0!		
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		KARAGPUR					#DIV/0!
		KOLKATA					#DIV/0!
		DARJILING					#DIV/0!
		NARKELDANGA (KOLKATA)					#DIV/0!
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		ALIPURDUAR					#DIV/0!
		KOLKATA					#DIV/0!
		ASANSOL					#DIV/0!
		SEALDAH					#DIV/0!
		Koilaqhat					#DIV/0!
Liluah (HWH)					#DIV/0!		
Bandel (HWH)					#DIV/0!		
SILIGURI					#DIV/0!		
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		UPPER SIANG					#DIV/0!
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		TIRAP					#DIV/0!
		CHANGLANG					#DIV/0!
		LONGDING					#DIV/0!
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		DHUBRI					#DIV/0!
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KHILEHRIAT					#DIV/0!		
RESUBELPARA					#DIV/0!		
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		LUENGLIE					#DIV/0!
33	NAGALAND	KOHIMA					#DIV/0!
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		PHEK					#DIV/0!
34	SIKKIM	GANGTOK					#DIV/0!
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		SINGTAM					#DIV/0!

		PADAMCHEN				#DIV/0!
		SOPAKHA				#DIV/0!
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35	TRIPURA	AGARTALA				#DIV/0!
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		SEPAHIJALA				#DIV/0!
		UNAKOTI				#DIV/0!
		KUMARGHAT				#DIV/0!
		KHOWAI				#DIV/0!
		SANTIRBAZAR				#DIV/0!
		MANU				#DIV/0!
		KANCHANPUR				#DIV/0!
		TELIAMURA				#DIV/0!
		GAKULBAGAR				#DIV/0!
		GOMATI				#DIV/0!

YELLOW MARKED FIELD NOT TO BE FILLED BY BIDDERS, OTHERWISE LIABLE TO GET REJECTED AT ANY STAGE

*** Bidder is advised to quote for all stations listed in any specific state, otherwise liable to get rejected.**

MANDATE FORM

(Authorization Letter for Payment of supplier's Contactor's Bills through E-payment Scheme)

1- NAME OF THE COMPANY / FIRM : ITI LIMITED

2- ADDRESS : SULTANPUR ROAD, RAEBARELI (U.P.)

3- PARTICULARS OF BANK ACCOUNT :

➤ NAME OF THE BANK : BANK OF BARODA

➤ BRANCH NAME : MAIN BRANCH, RAEBARELI

➤ TYPE OF ACCOUNT : CURRENT ACCOUNT

➤ LEDGER / FOLIO NO. : N/A

➤ NAME OF THE ACCOUNT HOLDER. : ITI LIMITED, RAEBARELI

➤ ACCOUNT NO. AS APPEARING ON THE CHEQUE BOOK / PASS BOOK : **00520200000319**

➤ BRANCH CODE : **RAEBAR**

➤ ADDRESS : **BANK OF BARODA, MAIN BRANCH, RAEBARELI (U.P.)**

➤ TELEPHONE NO. OF THE BRANCH : **PIN CODE : 229001**

➤ WHETHER SEFT SYSTEM AVAILABLE : **0535-2203328, 2203053**

➤ WHETHER RTGS ENABLED BRANCH : YES / NO

➤ IF RTGS ENABLED GIVE IFSC CODE : **YES** *Zero*

➤ 9-DIGIT CODE NO.OF THE BANK & BRANCH AS APPEARING ON THE MICR CHEQUE ISSUED BY THE BANK : **BARBORAEBAR**

229012002

I do hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of in-complete or in-correct information, the purchaser will not be responsible.

For & on behalf of ITI Ltd.


Signature of Supplier /
Manufacturer / Bidder

Date : 18/09/2019

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp



Ta Kowat
Signature of Bank Manager with Bank Seal

RFP/GeM Tender Ref No: _____

Dated:

Bid Securing Declaration Form

<Letterhead of the bidder>

<Date>

To ITI LIMITED RAEBARELI,
SULTANPUR ROAD, RAEBARELI-229010

I/We. The undersigned, declare that:

I/We understand that bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you/ MeitY for a period of two

years from the date of notification if I am /We are in a breach of any obligation under the bid conditions,

because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity or its extended period, if any; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Bank Guarantee, in accordance with the Instructions to Bidders.

c) If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid; or

d) If there is a discrepancy between words and figures quoted by the bidder and the bidder does not accept that the amount in words prevails over amount in figure.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder,

upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days

after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a consortium, the Bid Securing Declaration must be in the name of all partners to the consortium that submits the bid)

PRE-CONTRACT INTEGRITY PACT

PURCHASE ENQUIRY/ORDER No.

THIS Integrity Pact is made on.....day of20 ...

BETWEEN:

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bengaluru – 560 016 under the administrative control of Ministry of Communications, 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 by
..... Chief Executive Officer (hereinafter called the Contractor(s), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the bidder/contract ON THE SECOND PART.

Preamble

WHEREAS the Principal intends to award, under laid down organizational procedures, contract for of ITI Limited. The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations 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 personal 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 or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR

2.1. The Bidder(s)/Contractor(s) commits 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 origin 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 in 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 the 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 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 preventative 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 this Integrity Pact with any other company in any country conforming 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) makes 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 damages 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 subcontractor(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 subcontractors/sub-vendors/associates.
- 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 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 help to the Principal for the purpose of verification of the documents.
- 7.2 If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or subcontractor/sub-vendor/associates of the Bidder(s)/Contractor(s) which constitutes corruption or if the Principal has substantive suspicion in this regard, 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 is 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 his 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 to 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 & Managing Director of the Principal within a reasonable time 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 & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & 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.
- 8.8 Details of the Independent External Monitor appointed by the Principal at present is furnished below: -
- IEM - I
Shri Atul Jindal, IFS (Retd.)
3/10 Vishesh Khand Opp. Little Friend School Gomti Nagar,
Lucknow-226010(UP)
- IEM – II
Shri Benny John, IRS (Retd.),
Villa No. 36, Kent Plam Villas,
Fort Valley Township, Athani,
Kakkanad, Ernakulam, Kerala – 682 030.
- Any changes to the same as required / desired by statutory authorities is applicable.

SECTION 9 – PACT DURATION

- 9.1 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.
- 9.2 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).
- 9.3 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 10 – OTHER PROVISIONS

- 10.1 The 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.
- 10.3 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.
- 10.4 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 10.5 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.
- 10.6 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.
- 10.7 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.
- 10.8 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

.....
(Name & Designation)
Witness

- 1)
- 2)

For BIDDER(S)/CONTRACTOR(S)

.....
(Name & Designation)
Witness

- 1).....
- 2).....