

PRE CONTRACT INTEGRITY PACT

Tender ENQUIRY / BID /EOI n EB362407

THIS Integrity Pact is made on.....day of2024.

BETWEEN:

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore – 560 016 and established under the 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 **contract for Road Transport Services** (item details) of ITI Limited Mankapur. 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) 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 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 to 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 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-contractors/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 If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or sub-contractor/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 extend 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: -

1- Shri Atul Jindal, IFS (Retd.)

3/10 Vishesh Khand Opp. Little Friend School Gomti Nagar,
Lucknow-226010(UP)

2- 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 – 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 help to the Principal for the purpose of verification of the documents.

SECTION 10 – LAW AND JURISDICTION

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.

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 Bangalore.
- 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.
- 12.3 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.
- 12.4 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 Pactat the place and date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

CHIEF MANAGER / Dy. General Manager
ITI LIMIED , MANKAPUR

Witness

Witness

1)

1).....

2)

2).....

Bid-Security Declaration
(to be submitted by the bidders)

We, the undersigned, declare that:

We accept that in case we are in breach of our obligation(s) under the following term and conditions against Tender ID- EB 362407 Dtd 19.11.2024, Due on 02.12.2024 we will automatically be excluded from being eligible for Bidding or submitting Bid in any contract with ITI LIMITED for the period of two years from the date of signing this Bid-Security Declaration: -

- (a) have withdrawn or modify our Bid after tender opening during the period of Bid validity specified in the tender.
- (b) having not accepted the correction of errors in accordance with the Instructions to Bidders or
- (c) having been notified of the acceptance of our Bid by ITI Limited during the period of Bid validity (i) fail or refuse to furnish the performance security in accordance with the NIT, or (ii) fail or refuse to execute the Contract in accordance with the ITI LIMITED.

We understand this Bid-Security Declaration shall expire, if we are not the successful Bidder, upon the earlier of C(i) our receipt of your notification to us of the name of the successful Bidder; or C(ii), thirty (30) days after the expiration of Bid Validity specified in the tender.

Sign and seal

Name of authorized Official

Legal Stamp

SCHEDULE “A”

ITI LIMITED
MANKAPUR, GONDA – 271308 (UP)

Ref. No.: ITI/MKP/S&S-07/2024/0805/TRANS-CONT
Tender ID: EB362407

Date : 19.11.2024

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

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

For ITI Limited, Mankapur

(Anil Kumar Pathak)
DM-CSS & SS

ENCLOSURES OF SCHEDULE “A” & “B”

1. **DD for EMD of Rs 1,92,000/-** (if exempted, upload valid MSME certificate).
2. Pre Contract Integrity Pact (as per format attached) on plain paper duly signed.
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 favour of the signatory if he/she is other than the Director/Proprietor itself.
5. List of various lorries /other heavy vehicles owned by Tenderer.
6. Details of material handling equipments with the Tenderer at their transshipment point/ stations.
7. Copy of memorandum of Indian Bank Association and its Code No.
8. Copy of latest Income Tax clearance certificate.
9. 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.
10. Details of running contract with Govt. and Public and Private Sector Undertaking.
11. Details of arrangements for handling of consignments where branches do not exist.
12. GST Registration No. with photocopy of GST Registration Certificate.

The above documents have been uploaded/submitted.

Signature of Tenderer
Office seal

NIT for Contract of Road Transportation Service

SCHEDULE "A"

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

Ref. No.: ITI/MKP/S&S-07/2024/0805/TRANS-CONT
Tender ID: EB362407

Date : 19.11.2024

01.	Name (in full) of the Tenderer	
02.	Address of the Official premises at Mankapur with Contact no.	
03.	Address of the Official premises of Nearest Service Branch at Gonda / Faizabad / other place (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 Mankapur/Gonda and other States.	
07.	Experience (in years) in the Goods 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 Mankapur/Gonda? 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:
Date:

Signature of Tenderer
(Office Seal)

NIT for Contract of Road Transportation Service

Ref.:

Date:

From (Name and address of the Tenderer)

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

To,

Incharge – Sales & Shipping / Tender Cell
M/s ITI Limited
Mankapur, Gonda - 271308 (U.P.)

Sub.: Tender for Transportation of Consignments under Road Transport Service Contract from ITI Ltd. Mankapur to various stations / States of the Country and vice versa.

Tender ID: EB362407

Due on Date : 19.11.2024.

Dear Sir,

We are pleased to quote our best rates for transportation of outgoing and incoming consignments of ITI Ltd Mankapur by Road Transportation Service from ITI Limited Mankapur 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.

The Demand Draft (DD) bearing No Dated..... of **Amount Rs. 1,92,000/- only (Rupees One Lakh Ninety Two Thousand only)** payable at Bank – SBI IFSC Code – SBIN0008549 Branch - ITI Township, Mankapur, Gonda (UP).is enclosed herewith towards Earnest Money Deposit (EMD) - **Rs 1,92,000/-** only against above tender.

The scanned copy of DD has been uploaded with tender documents.

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

Thanking you,

Place:

Date:

Regards

(Authorized Signatory)
Name & Address of the Transporter
with Office Stamp

Signature of witness:

Name:

Address :

.....
.....

NIT for Contract of Road Transportation Service

SCHEDULE - B

ITI LIMITED MANKAPUR, GONDA – 271308, U.P.

Ref. No.: ITI/MKP/S&S-07/2024/0805/TRANS-CONT
Tender ID: EB362407

Date : 19.11.2024

TERMS AND CONDITIONS : ROAD TRANSPORTATION CONTRACT

The freight rates are as per the freight structure enclosed at Schedule-C Annexure-I & II on weight & volume basis. The freight payment will be made from the date of despatch of material. The contract is for the States and Stations for outgoing and incoming consignments as shown in the freight structure. Operation on other States' Stations are not permissible unless agreed upon by mutual consent.

RATE

- 1-A.** Wherever FTL (Full Truck Load) is called for on specific request and the actual Weight / volume carried exceeds 0-3MT/7CuM, 7MT/15CuM for LMV, 09MT/18CuM, 15MT/ 30CuM for HVM the freight charges for extra tonnage/ volume will be reckoned as under:
- A-1. 80% on volume on pro-rata basis without specific limit for all type of trucks.
 - A-2. 90% on weight on pro-rata basis without specific limit for all type of trucks.
- 1-B.** Wherever FTL is called for on specific 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, (1.b) 7MT/15 Cu.M.
 - (2) For HVM - (2.a) 10MT/20 CuM
- 1-C** In case the carrier fails to provide LMV/HMV asked for any specific request and provide other LMV/HMV of larger size then the payment will be made for demanded LMV/HMV truck only.
- 1-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. The FTL booking also for unspecified stations will be offered on the rate of state or nearest stations (within 100 Km as per google map) whichever is less.
- 2.** Freight rates for over Dimensional consignments containing Plant & Machinery etc. will be settled mutually prior to such transportation, also dispatch of small consignments from PORTs, local collection charges will be mutually decided later on. 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 in the name of other 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. 450/- 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. Mankapur. The company may deliver/ collect the same through its own arrangements. In such case, deduction of Rs. 300/- or 10% 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 small consignment (outgoing/incoming) will be given for minimum weight of consignment 100 Kg and above except for Gases, Chemicals, Paints & inflammable material.
- (E) The unloading charges for outgoing consignments to anywhere in Kerala, Tamilnadu, AP, Bihar, WB, Guj. & Mumbai area (Thane, Kalyan, Pune & Bhiwandi) etc., states only are payable as follows subject to production of Labor Union Receipt as proof of payment:

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

Unloading charges (for outgoing consignments) if more than Rs. 3000/- will be paid by ITI Limited after deduction of Rs. 3000/- from their bills and shall pay 90% of excess amount after deduction of Rs. 3000/- only on submission of recognized registered labour union receipt of Max. Rs. 4900/- 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.
- (G) Loading and unloading of material shall be in the scope of bidder/transporter only unless otherwise specified.**

4. **Single Case Weighing 300 Kgs and above:**

The company may insist at times that a single case weighing 300 Kgs. and above should be handled with the help of crane/hydra or other material handling equipment to avoid the chance of damage to the equipment.

5. **Toll Tax and Entry tax -**

(A)The Toll Tax /Entry 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 state permits, Tax Invoice/Delivery Challan, Sales Tax Form like e-Way bill 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 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 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 etc. would be reckoned for an escalation/ de-escalation in freight rates at Mankapur, 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 Mankapur to every three months due date if decrease / increase will be 3.00 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

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

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, Uttaranchal, Madhya Pradesh, Chhattisgarh, Punjab States and Chandigarh union territory.
Part consignment : 10 days
Full Truck Loads : 05 days
- iii) For destinations in Himanchal Pradesh, Jammu & Kashmir, 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		PARTIAL LOADS	
For delays over & above given time	L.D. for delay	For delays over & above given time	L.D. for 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 enroute 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., Pondicheri, 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 on consignee/ Lorry Copy of

GC Note (photo copy may not be valid) by an officer not below the rank of SDE/ SDO/ AE/ Incharge WH-ITI Ltd of Project group/ WH Incharge or Vendor of firm (In case of non-BSNL/MTNL/ITI supply) posted at Consignee place and submit the same to respective Shipping Dept. within 10 days 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 Date of receipt at ITI Mankapur will be given to the transporter for the purpose of raising bills.

- (b) Transporters may obtain the consignee receipts by courier service for early submission and a courier charge @ Rs. 80/- 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.
- (c) 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:

<u>FULL TRUCK LOADS</u>		<u>PARTIAL LOADS</u>	
For delays in Submitting C.R.	LD for delay	For delays in Submitting C.R.	LD for 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	

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 in 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.

17A) 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.

17 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 supplier's of the company and delivered at Supplier's premises or the Company's premises at the respective divisions situated at Mankapur.

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 not with standing 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 with draw 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.

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 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.

- 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. 500/- for partial consignment and Rs. 2000/- 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 the Date of WO/PO** 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 and 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:-

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.

- (A)** Company reserves the right to enter into parallel transport contract at any time at their absolute discretion without assigning any reason.
- (B)** 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 or Google Map 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/ Despatch 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) The tender value is approx. Rs 96 Lakh (for 2 Years) and against this the bidder/transporter will pay an **Earnest Money deposit (EMD) of Rs. 1,92,000/- (Rupees One Lakh Ninety Two Thousand only) in form of Demand Draft in favour of ITI Ltd. Mankapur payable at SBI, ITI Town Ship Branch (IFSC SBIN0008549) at Mankapur, Gonda.** 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 of 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 transporters 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 successful bidder/transporter shall submit a **Demand Draft for a sum of Rs. 4,80,000/-, which shall be treated as SECURITY DEPOSIT** towards satisfactory performance of the contract **or also a Bank Guarantee for a sum of Rs. 4,80,000/- only (Rupees Four Lakh Eighty 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 (EMD) will be returned after deposition of Bank Guarantee of Rs 4,80,000/- (Rupees Four Lakh Eighty Thousands only) 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. 2,00,000/- (Rupees Two Lakh) will be deducted / forfeited from their pending bills.
- 35.** To avail GST CREDIT (ITC) 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 - GST, Mankapur/Gonda. 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, 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 Mankapur 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 / WH Incharge (In case of non-BSNL/MTNL supply) 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 150 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. One extra day for each consignment enroute shall be given. The freight will be paid for the farthest consignment.
- B)** Enroute delivery charge - Rs. 900/- per point for 2nd and 3rd point.
- C)** In those cases where transporters collects 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 HOD- S&S /Incharge – S&S 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.
- 43. 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.
- 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 Mankapur / Gonda and the unit head of ITI Ltd., Mankapur 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 Mankapur / Gonda 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 Mankapur Distt-Gonda (UP) 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/Work Order.

- 49.** Details of Independent External Monitor (IEM) appointment by ITI for integrity pact as under:

Shri Atul Jundall, IFS (Retd.),
3/10, Vishesh Khand Opp. Little Friend School,
Gomti Nagar, Lucknow – 226010 (UP)

For ITI Ltd., Mankapur

(Anil Kumar Pathak)
DM-CSS & SS

SCHEDULE "A"

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

Ref. No.: ITI/MKP/S&S-07/2024/0805/TRANS-CONT
Tender ID: EB362407

Date : 19.11.2024

01.	Name (in full) of the Tenderer	
02.	Address of the Official premises at Mankapur with Contact no.	
03.	Address of the Official premises of Nearest Service Branch at Gonda / Faizabad / other place (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 Mankapur/Gonda and other States.	
07.	Experience (in years) in the Goods 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 Mankapur/Gonda? 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:
Date:

Signature of Tenderer
(Office Seal)

NIT for Contract of Road Transportation Service

SCHEDULE "C"

FREIGHT RATES - Rate per kilometer load wise will be taken, distance will be calculated as per Google Map/ Shortest Truck route / Motor vehical guide / Road map issued from Transport of India. In case any differance / dispute Gogal map distance will be applicable .

FREIGHT STRUCTURE FOR TRANSPORT CONTRACT RATE PER KILOMETER LOAD WISE

PER MT FRT	PER Cu.M FRT	03 MT FRT	07 MT FRT	10 MT FRT	07 Cu.M FRT	15 Cu.M FRT	20 Cu.M FRT
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Rates (In Rs) 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 : Rates Excluding GST.

Signature & Stamp
Authroized Signatory

LIST OF FREIGHT RATE FOR CITY / DISTRICT SCHEDULE "C"

ANNEXURE - 1

SL. NO	State	From ITI Mankapur To The Following City/Distt & Vice-Varsa	For FTL Del. Time (in Days)	For Small Consignment RATE BY WEIGHT (Rs. Per MT)	For Small Consignment RATE BY VOLUME (Rs. Per CuM)	Rate For 14FT FTL 03MT/ 7 CuM (Rs.)	Rate For 19FT FTL 07MT/ 15 CuM (Rs.)	Rate For 22FT FTL 10 MT/ 20 CuM (Rs.)	REMARK
1	ANDHRA PRADESH	AMARAVATI	5						
2	ANDHRA PRADESH	ANANTAPUR	7						
3	ANDHRA PRADESH	CHITTOOR	7						
4	ANDHRA PRADESH	GUNTUR	5						
5	ANDHRA PRADESH	KAKINADA	6						
6	ANDHRA PRADESH	KURNOOL	7						
7	ANDHRA PRADESH	NELLORE	6						
8	ANDHRA PRADESH	TIRUPATI	7						
9	ANDHRA PRADESH	VIJAYWADA	5						
10	ANDHRA PRADESH	VISHAKHAPATNAM	7						
11	ARUNACHAL PRADESH	DAPORIJO	9						
12	ARUNACHAL PRADESH	NAMSAI	7						
13	ARUNACHAL PRADESH	ITANAGAR	7						
14	ARUNACHAL PRADESH	CHANGLANG	8						
15	ARUNACHAL PRADESH	PASIGHAT	7						
16	ARUNACHAL PRADESH	TEZU	8						
17	ARUNACHAL PRADESH	TWANG	8						
18	ASSAM	BONGAIGAWN	6						
19	ASSAM	DISPUR	6						
20	ASSAM	GUWAHATI	7						
21	ASSAM	JORHAT	9						
22	ASSAM	SILCHAR	10						
23	ASSAM	TEZPUR	8						
24	ASSAM	TINSUKIA	10						
25	BIHAR	BETTIAH	2						
26	BIHAR	BHAGALPUR	5						
27	BIHAR	BUXAR	2						
28	BIHAR	GAYA	4						
29	BIHAR	KATIHAR	5						
30	BIHAR	KISHANGANJ	5						
31	BIHAR	MUZAFFARPUR	3						
32	BIHAR	PATNA	3						
33	BIHAR	SAMASTIPUR	4						
34	BIHAR	SASARAM	3						
35	BIHAR	SITAMARHI	3						
36	CHHATTISGARH	AMBIKAPUR	3						
37	CHHATTISGARH	BALOD	4						
38	CHHATTISGARH	BILASPUR	4						
39	CHHATTISGARH	DURG	5						

40	CHHATTISGARH	JAGDALPUR (BASTAR)	5						
41	CHHATTISGARH	KANKER	5						
42	CHHATTISGARH	KORBA	4						
43	CHHATTISGARH	MAHASAMUND	5						
44	CHHATTISGARH	RAIGARH	4						
45	CHHATTISGARH	RAIPUR	5						
46	DELHI	DELHI	3						
47	GOA	MARGAO	7						
48	GOA	PANAJI (PANJIM)	7						
49	GUJRAT	AHMEDABAD	6						
50	GUJRAT	Ankleshwar	6						
51	GUJRAT	Asalali	6						
52	GUJRAT	BHARUCH	6						
53	GUJRAT	BHUJ	7						
54	GUJRAT	Dwarka	7						
55	GUJRAT	GANDHINAGAR	6						
56	GUJRAT	GODHARA	6						
57	GUJRAT	HIMMATNAGAR	6						
58	GUJRAT	JAMNAGAR	7						
59	GUJRAT	JUNAGADH	6						
60	GUJRAT	Kalol (GANDHINAGAR)	6						
61	GUJRAT	Kandla	7						
62	GUJRAT	MEHSANA	6						
63	GUJRAT	MORBI	7						
64	GUJRAT	NAVSARI	6						
65	GUJRAT	PALANPUR	6						
66	GUJRAT	PATAN	6						
67	GUJRAT	PORBANDAR	7						
68	GUJRAT	RAJKOT	7						
69	GUJRAT	SURAT	6						
70	GUJRAT	SURENDRANAGAR	6						
71	GUJRAT	VADODARA	5						
72	GUJRAT	VALSAD	6						
73	HARYANA	AMBALA	4						
74	HARYANA	BHIWANI	4						
75	HARYANA	FARIDABAD	4						
76	HARYANA	GURGAON/GURUGRAM	3						
77	HARYANA	HISAR	4						
78	HARYANA	Jagadhari (YAMUNANAGAR)	4						
79	HARYANA	KAITHAL	4						
80	HARYANA	PANIPAT	4						
81	HARYANA	REWARI	4						
82	HARYANA	SIRSA	5						
83	HIMACHAL PRADESH	BILASHPUR	4						
84	HIMACHAL PRADESH	CHAMBA	5						
85	HIMACHAL PRADESH	DHARAMSHALA	4						
86	HIMACHAL PRADESH	HAMIRPUR	4						
87	HIMACHAL PRADESH	KULLU	7						
88	HIMACHAL PRADESH	MANDI	6						

89	HIMACHAL PRADESH	RECKONG PEO	7						
90	HIMACHAL PRADESH	SHIMLA	5						
91	HIMACHAL PRADESH	SOLAN	5						
92	JAMMU & KASHMIR	ANANTNAG	7						
93	JAMMU & KASHMIR	BARAMULLA	7						
94	JAMMU & KASHMIR	GANDERBAL	7						
95	JAMMU & KASHMIR	JAMMU	5						
96	JAMMU & KASHMIR	POONCH	7						
97	JAMMU & KASHMIR	RAJOURI	7						
98	JAMMU & KASHMIR	SRINAGAR	7						
99	JAMMU & KASHMIR	UDHAMPUR	5						
100	JHARKHAND	BOKARO	4						
101	JHARKHAND	DEOGHAR	5						
102	JHARKHAND	DHANBAD	4						
103	JHARKHAND	DUMKA	5						
104	JHARKHAND	GARHWA	3						
105	JHARKHAND	HAZARIBAGH	4						
106	JHARKHAND	JAMSHEDPUR	5						
107	JHARKHAND	RANCHI	4						
108	KARNATAKA	BAGALKOT	7						
109	KARNATAKA	BANGALORE	8						
110	KARNATAKA	BELGAUM (BELAGAVI)	8						
111	KARNATAKA	CHITRADURGA	8						
112	KARNATAKA	DHARAMPURI	9						
113	KARNATAKA	DHARWAD	8						
114	KARNATAKA	HASSAN	9						
115	KARNATAKA	KALABURGI	7						
116	KARNATAKA	KARWAR	8						
117	KARNATAKA	KOLAR	8						
118	KARNATAKA	MANGALORE	9						
119	KARNATAKA	MYSORE	8						
120	KARNATAKA	RAICHUR	7						
121	KARNATAKA	SHIMOGA (SHIVAMOGGA)	8						
122	KARNATAKA	UDUPI	9						
123	KERALA	ALLEPPEY/ALAPPUZHA	9						
124	KERALA	CALICUT	9						
125	KERALA	COCHIN/Kochi	9						
126	KERALA	ERNAKULAM	9						
127	KERALA	KALPETTA (WAYANAD)	9						
128	KERALA	KANNUR	9						
129	KERALA	KOTTAYAM	9						
130	KERALA	KOZHIKODE	9						
131	KERALA	MANJERI/MALAPPURAM	9						

132	KERALA	PALAKKAD	9						
133	KERALA	QUILON/ KOLLAM	10						
134	KERALA	THIRUVAN ANTHAPUR AM	10						
135	KERALA	TRICHUR/ THRISSUR	9						
136	KERALA	TRIRUVALL A/ Pathanamthitta	9						
137	LADDAKH-UT	KARGIL	9						
138	LADDAKH-UT	LEH	10						
139	MADHYA PRADESH	BHOPAL	4						
140	MADHYA PRADESH	CHHATARPU R	3						
141	MADHYA PRADESH	CHHINDWA RA	5						
142	MADHYA PRADESH	GWALIOR	4						
143	MADHYA PRADESH	INDORE	4						
144	MADHYA PRADESH	JABALPUR	4						
145	MADHYA PRADESH	MANDSAUR	5						
146	MADHYA PRADESH	RATLAM	5						
147	MADHYA PRADESH	REWA	3						
148	MADHYA PRADESH	SAGAR	3						
149	MADHYA PRADESH	SHIVPURI(M P)	4						
150	MADHYA PRADESH	SIDHI	4						
151	MADHYA PRADESH	UJJAIN	4						
152	MADHYA PRADESH	VIDISHA (MP)	4						
153	MAHARASHTRA	AHMEDNAG AR	6						
154	MAHARASHTRA	AMRAVATI	5						
155	MAHARASHTRA	AURANGAB AD	6						
156	MAHARASHTRA	BEED	6						
157	MAHARASHTRA	MUMBAI	7						
158	MAHARASHTRA	CHANDRAP UR	5						
159	MAHARASHTRA	GONDIA	5						
160	MAHARASHTRA	JALGAON	6						
161	MAHARASHTRA	KOLHAPUR	7						
162	MAHARASHTRA	LATUR	6						
163	MAHARASHTRA	NAGPUR	5						
164	MAHARASHTRA	NANDED	6						
165	MAHARASHTRA	NASIK	6						
166	MAHARASHTRA	PARBHANI	6						
167	MAHARASHTRA	PUNE	6						
168	MAHARASHTRA	RATNAGIRI	7						
169	MAHARASHTRA	SINDHUDURG	7						
170	MAHARASHTRA	Sinnar (NASIK)	6						
171	MAHARASHTRA	SOLAPUR	7						
172	MAHARASHTRA	THANE	6						
173	MAHARASHTRA	ULHASNAG AR (THANE)	6						
174	MAHARASHTRA	Wagholi (PUNE)	6						
175	MAHARASHTRA	Waluz (AURANGABAD)	6						
176	MAHARASHTRA	YAVATMAL	5						

177	MANIPUR	CHANDEL	9						
178	MANIPUR	CHURACHA NDPUR	9						
179	MANIPUR	IMPHAL	8						
180	MANIPUR	SENAPATI	9						
181	MANIPUR	UKHRUL	9						
182	MEGHALAYA	BAGHMARA	9						
183	MEGHALAYA	JOWAI	8						
184	MEGHALAYA	NONGSTOIN	8						
185	MEGHALAYA	SHILLONG	7						
186	MEGHALAYA	TURA	7						
187	MIZORAM	AIZAWL	8						
188	MIZORAM	KOLASIB	7						
189	MIZORAM	LUNGLEI	9						
190	NAGALAND	DIMAPUR	8						
191	NAGALAND	KOHIRA	8						
192	NAGALAND	TUENSANG	10						
193	ODISHA	BALANGIR	4						
194	ODISHA	BHADRAK	5						
195	ODISHA	BHUBANES HWAR	5						
196	ODISHA	CUTTACK	5						
197	ODISHA	KORAPUT	7						
198	ODISHA	Paradeep (JAGATSIN GHPUR)	5						
199	ODISHA	PURI	6						
200	ODISHA	RAYAGADA	7						
201	ODISHA	Rourkela (SUNDARGA RH)	5						
202	ODISHA	SAMBALPUR	4						
203	PUNJAB	Abohar (FAZILKA)	5						
204	PUNJAB	AMRITSAR	5						
205	PUNJAB	BARNALA	4						
206	PUNJAB	BHATINDA	4						
207	PUNJAB	FEROZEPUR (FIROZPUR)	5						
208	PUNJAB	GURDASPUR	5						
209	PUNJAB	JALLANDHA R	4						
210	PUNJAB	LUDHIANA	4						
211	PUNJAB	PATHANKOT	5						
212	PUNJAB	PATIALA	4						
213	RAJASTHAN	AJMER	4						
214	RAJASTHAN	ALWAR	3						
215	RAJASTHAN	BARMER	5						
216	RAJASTHAN	BHARATPUR	3						
217	RAJASTHAN	BHILWARA	4						
218	RAJASTHAN	BIKANER	4						
219	RAJASTHAN	JAIPUR	3						
220	RAJASTHAN	JAISALMER	5						
221	RAJASTHAN	JALORE	5						
222	RAJASTHAN	JODHPUR	4						
223	RAJASTHAN	KOTA	4						
224	RAJASTHAN	SRIGANGAN AGAR	4						
225	RAJASTHAN	Suratgarh (SriGanganaga r)	4						
226	RAJASTHAN	UDAIPUR	5						
227	SIKKIM	GANGTOK	6						

228	SIKKIM	Singtam (EAST SIKKIM)	6						
229	TAMILNADU	COIMBATOR E	8						
230	TAMILNADU	CUDDALOR E	8						
231	TAMILNADU	ERODE	8						
232	TAMILNADU	HOSUR (KRISHNAGI RI)	7						
233	TAMILNADU	Jolarpettai (TIRUPATTU R)	7						
234	TAMILNADU	CHENNAI	7						
235	TAMILNADU	MADURAI	8						
236	TAMILNADU	Nagercoil (KANNIYAK UMARI)	10						
237	TAMILNADU	Rajapalyam (VIRUDHUNAG AR)	9						
238	TAMILNADU	RAMANATH APURAM	9						
239	TAMILNADU	SALEM	9						
240	TAMILNADU	TIRUCHCHIR APPALLI	8						
241	TAMILNADU	TIRUNELVE LI	10						
242	TAMILNADU	VELLORE	8						
243	TELANGANA	ADILABAD	5						
244	TELANGANA	HYDERABA D	6						
245	TELANGANA	JAGTIAL	5						
246	TELANGANA	JANGAON	5						
247	TELANGANA	KARIMNAG AR	5						
248	TELANGANA	KHAMMAM	6						
249	TELANGANA	MAHABUBA BAD	6						
250	TELANGANA	MAHABUBN AGAR	7						
251	TELANGANA	NIZAMABAD	5						
252	TELANGANA	PEDDAPALLI	6						
253	TELANGANA	SECUNDER ABAD	6						
254	TELANGANA	Shadnagar (RANGARE DY)	6						
255	TELANGANA	WARANGAL	5						
256	TRIPURA	AGARTALA	7						
257	TRIPURA	AMBASSA (DHALAI)	6						
258	TRIPURA	BISHRAMGAN	8						
259	UT	CHANDIGAR H	4						
260	UTTAR PRADESH	AGRA	2						
261	UTTAR PRADESH	PRAYAGRAJ (ALLAHABA D)	1						
262	UTTAR PRADESH	BANDA	2						
263	UTTAR PRADESH	BAREILLY	2						
264	UTTAR PRADESH	BASTI	1						
265	UTTAR PRADESH	ETAWAH	2						
266	UTTAR PRADESH	AYODHYA (FAIZABAD)	1						

LIST OF FREIGHT RATE FOR STATES & UTs

SCHEDULE "C"

ANNEXURE - 2

SL. NO	From ITI Mankapur to the following States & Vice-Varsa	For FTL Del. Time (in Days)	For Small Consignment RATE BY WEIGHT (Rs. Per MT)	For Small Consignment RATE BY VOLUME (Rs. Per CuM)	Rate For 14FT FTL 03MT/ 7 CuM (Rs.)	Rate For 19FT FTL 07MT/ 15 CuM (Rs.)	Rate For 22FT FTL 10 MT/ 20 CuM (Rs.)	REMARK
1	ANDHRA PRADESH	7						
2	ARUNANCAL PRADESH	10						
3	ASSAM	10						
4	BIHAR	5						
5	CHHATTISHGARH	5						
6	GOA	7						
7	GUJARAT	7						
8	HARYANA	5						
9	HIMACHAL PRADESH	7						
10	JHARKHAND	5						
11	KARNATKA	10						
12	KERALA	10						
13	MADHYA PRADESH	5						
14	MAHARASTRA	7						
15	MANIPUR	10						
16	MEGHALAYA	10						
17	MIZORAM	10						
18	NAGALAND	10						
19	ODISHA	7						
20	PUNJAB	5						
21	RAJASTHAN	5						
22	SIKKIM	10						
23	TAMILNADU	10						
24	TELANGANA	7						
25	TRIPURA	10						
26	UTTAR PRADESH	3						
27	UTTARAKHAND	5						
28	WEST BENGAL	7						
	List of Union Territories							
1	CHANDIGARH	5						
2	DADRA & NAGAR HAVELI AND DAMAN & DIU	7						
3	DELHI	3						
4	JAMMU & KASHMIR	7						
5	LADDAKH	10						
6	PUDUCHERRY (Pondicherry)	8						