राष्ट्रीय बीजनिगमलिमिटेड

(भारत सरकारकाउपक्रम–मिनिरत्न कम्पनी)
केन्द्रीय राज्य फार्म जैतसर–335702
जिलाश्रीगंगानगर (राज.)

क्र.- के0रा0फा0 / जैत0 / 2–3 / विप0 / 17–18 / दिनाँक 5.7.2017

अल्पकालीन निविदासूचना

राष्ट्रीय बीज निगम लिमिटेड, केन्द्रीय राज्य फार्म, जैतसर (राज0) से प्रतिकिलोमीटर प्रतिक्विंटल (स्लैब) आधारपर बीज/सामग्री परिवहन हेतु वर्ष 2017–18 के लिये ख्याति प्राप्त ट्रांसपोर्ट कम्पनियों से तकनीकी व वितिय बिड सिस्टम के आधार पर मुहरबन्द निविदायें दिनाँक 18.07.2017 को दिन के 02.00 बजे तक केन्द्रीय राज्य फार्म, जैतसर में आंमत्रित करते है,जो उसी दिन दोपहर 02.30 बजे खोली जाएगी। निविदाप्रपत्र नियम व शर्ते रुपयें 1000/–फार्म खाते में जमा करवाकर दिनाँक 18.07.2017 को दोपहर 12.00 बजे तक प्राप्त किया जा सकता है। इस निविदा हेतु प्री-बीड मिटिंग का आयोजन उसी दिन समय दोपहर 12.10 बजे आयोजित की जाएगी। निविदाप्रपत्र व शर्ते वेबसाईट **www.indiaseeds.com** से भी देखी जा सकती है।

विपणन अधिकारी

NATIONAL SEEDS CORPORAION LTD.,

(A Government of India Undertaking)

TERMS AND CONDITION FOR TRANSPORTATION OF SEEDS BY ROAD

(On annual contract basis)

1 The tenders should thoroughly go through the terms & conditions before submitting their tenders.

2. Sealed tender to be submitted in the prescribed format, separately for technical & commercial bid with super scribed as "**Technical bid**" , **"Commercial bid"** respectively over envelope and both the sealed bids should further be sealed in another envelope super scribed as **"Tender for Annual Road Transport Contract 2017-18"**

3 Tender received after prescribed time and date shall not be accepted.

4. The EMD of the parties which is already lying in this office will not be adjusted against this tender and the tenderers will have to submit the EMD a fresh.

5. Tenders in sealed envelope will be received at **National Seeds Corporation Ltd, Director Central State Farm Jetsar** up to 1.00 PM on Technical bid will be opened on same day at 1400 hrs and financial bid will be opened on same day at 3.00 PM in the presence of tenderers or their authorized representatives. Financial bids will be opened of those, whose technical bids are in order. Tenders received after the due date and time may be rejected.

6. Financial bid of only technically qualified tenderers shall be opened.

7. In confirmation to acceptance of all the tender terms and conditions, the tenderer is required to sign on all the pages of tender document and submit with the offer along with **Technical bid**.

8. Conditional tender shall not be accepted.

9. Financial bid should contain only rate in the prescribed form and all other details should be given in technical bid.

10. The tenderer should not be black listed/debarred from any Government organization. A self certificate on Rs. 100/- Non-judicial stamp paper must be attached with tender document. As per format attached at Annexure - A.

11. No arbitration should be pending with NSC at the time of submission of tender document.

12. The transporter shall deposit Rs.50,000/- (Rupees Fifty thousand only) towards earnest money deposit at the time of furnishing the tender. The EMD will be kept with NSC till the end of the agreement period. Upon acceptance of the tender by NSC, he shall also remit Rs. 2, 00,000/- (Rupees Two lakh only) towards security deposit. These deposits are not entitled for any interest. They shall be made by Bank draft in favour of NSC, drawn on State Bank of India group of Banks or any Nationalized Bank. Whenever the security deposit falls short of the stipulated amount, the transporter shall make good the deficit, so that the deposit, at any point of time remains intact of Rs. 2, 50,000/- (Rupees Two lakh fifty thousand only). NSC reserves the right to forfeit the security deposit (in part or full) in the event of the failure of the transporter to comply with the terms of the contract. The security deposit or such part thereof as has not been forfeited or adjusted will be refunded to the transporter only on expiry of the contract and on satisfactory completion of the work under agreement and on production of no due/no demand certificate from consignor units of NSC relevant to the contract period and after deducting the outstanding dues, if any, against the transporter on account of shortage, damages delayed lifting/delivery etc., NSC reserves the right to forfeit the security deposit in the event of failure of transporter to produce acknowledgement copy of the lorry receipt or consignment note from the consignees or execution of the transportation job to the NSC's satisfaction.

13 The consignment of NSC's goods will normally contain seed material of such other goods as NSC may specify certification and packing material or other Agri inputs.

14 It should be understood by the transporter that the NSC's goods are of such nature that the same can be damaged in transit due to various factors and after having understood the same the losses are deductible from

the bills of the transporter and/or from the amount of security deposit/EMD, and while doing so transportation charges will also be proportionately disallowed for such of the quantities reported short/damaged. In the event of NSC's loss exceeding the amount of the security deposit and the bills which may be payable to the transporter the later shall pay the amount on demand from NSC without any dispute.

15 NSC does not guarantee any specific volume of work at any time during the period of the agreement. The agreement itself does not confer any right on the transporter to demand that the entire work should necessarily or exclusively be entrusted to him. NSC reserves the right to appoint one or more transporters and distribute the work among them during the period of this agreement and no claim for compensation shall lie against NSC on account of such division of work. No transporter can demand division of work but NSC may empanel / award the job at anytime to more than one transporter at L-1 rates so that the movement of seeds is not hampered due to non-availability of trucks.

16 The transporter will collect the goods from all the go down of NSC or seed producers of NSC in all districts of concerned sub-units and storage locations as required by NSC from time to time on each occasion without any extra charge.

17 Loading and unloading charges will be borne by NSC.

18 The transporter will ensure that vehicle / truck entering into the NSC premises should have valid pollution control certificate.

19 The transporter has to provide Fax Number as well as e-mail details so that DO letter being sent by NSC is received by him immediately after its issue.

20 The transporter shall make available the trucks and lift the consignment within 24 hours of intimation by NSC for movement within Rajasthan and within 48 hours of intimation by NSC for movement outside Rajasthan. It shall be ensured that the entire consignment under the agreement is lifted within the dates intimated by NSC on each occasion. If the transporter fails to lift the stocks within above period of NSC's intimation, NSC shall have the right to impose a penalty for delayed lifting at the rate of two percent of the freight charges per day per truck up to a maximum of two days beyond which it shall be open to NSC to transport the goods through any other transporter. In that event, if NSC has to pay more than the amount payable to the transporter under this contract, the excess amount paid shall be recovered/adjusted by NSC from the amount and/security deposit at the credit of the transporter. The receipt from the other transporter for payment by NSC on account of transporting the goods through them shall be conclusive evidence of the amount so paid and the transporter under this contract shall without any dispute pay the excess amount either in cash/accept recovery /adjustment from the amount a this credit.

21 The Transporter will have to inform the number of trucks owned by him with copy of the valid registration of the vehicle issued by RTO. NSC may decide the capacity of the transporter for award of work.

22 The transporter will be entirely responsible for obtaining the permits, sales tax forms etc., (if any) wherever necessary such as for inter state entry free passage etc., failure to obtain these forms from consignor and the resultant delay will be entirely at the risk of the transporter and NSC is not liable to pay any charge on account of detention, storage etc., en route for want of any permit/clearance.

23 The consignment shall be delivered by the transporter at the consignees address at the specified destination on door delivery basis during office hours i.e. 10.00 hours to 17.00 hours, on working days within days within the transit periods of 250 Kms per day. The transit period is exclusive of the days of lifting (loading) and delivery (unloading). If delivery outside office hours or on holidays is anticipated, the transporter shall inform the consignee, in writing, at least 48 hours in advance above such delivery to enable the consignee to make the required arrangement. However, neither the consignee nor the consignor shall be responsible if arrangements are not made by the consignee for taking delivery of the consignment after the office hours or on holidays.

24 The transit period specified in clause 18 above shall be deemed to be the essence of the contract. The said period shall be legibly written on the LR/GC both in words and numbers. If the transporter fails to

deliver the consignment within the time limit, specified, NSC shall have the right to levy a penalty as follows for delayed delivery.

Sr No	No. of days beyond the transit period	Percentage of the Freight charges as penalty per day of delay per truck
1	For the delay up to 50% of the transit period or part thereof	2% of the freight per truck per day of delay
2	For the delay of beyond 50%of the transit period of part thereof	2% of the freight per truck per day of delay upto 50% of the transit period plus 10% of the freight per truck per day on the delay beyond 50% of the transit period.

In any case total penalty would not exceed the total freight per truck.

25 All the booking will be on "To Be Billed" basis. The freight charges shall be on per Qtl. per km Basis inclusive of statistical and bridge crossing charges. It shall be on a slab system as follows:

For Distance (in Km) **Freight rate (Rs/ - Qtls/ - Km)**

50 Qtls – 89 Qtls 90 Qtls & above

Up To 25
26 to 50
51 to 100
101 to 200
201 to 300
301 to 500
501 & above

Octroi and toll tax, if any paid by the transporter will be reimbursed by the consignor on production of the relevant receipts only on normal rates without penalties. NSC will however not make any separate payment on account of insurance if arranged by the transporter. The payments towards freight charges shall be made on to be billed basis.

26. For billing or payments km calculation shall be based on shortest distance by the approved truck road / highways Google Maps.

27 For transporting seeds such as Groundnut, Sunflower and Vegetable seeds packed in cartoon box etc. 70 qtls. load will be considered as 9 tons since truck cannot accommodate 9 tons load.

28 Payment will be made by account payee cheque in favour of the transporter by the NSC, CSF Jetsar on the basis of the actually net weight of the goods stated in the lorry receipt at the time of loading on production of the certificate of receipt of the goods from the consignee. The cost on account of shortage in the consignment, penalty for the late delivery of the consignment and value of damages to the consignment will be deducted by the consignor before making payment to the transporter.

29 NSC reserves the right to deduct at source the Income Tax amount from the payment due to the transporter according to the provisions of sec. 194C of the Income Tax Act 1961 and rules

framed there under as in force.

30 No detention charges will be payable for the first 24 hours of detention of trucks at the originating station or at the destination station. For detention beyond 24 hours, NSC may pay detention charges at reasonable rate but not exceeding 2% of the freight charges per working day per truck provided it is sufficiently established that NSC alone is responsible for the detention. In calculating the number of days of detention the days of placement/arrival of the truck and that of loading/unloading shall be excluded.

31 If the consignment is delivered short of the destination or at some other destination unless otherwise permitted by NSC in writing, NSC will not pay the freight charges to the transporter.

32 The transporter shall not withhold the delivery of the consignment for any reason whatsoever, and shall be solely responsible for any loss that NSC may sustain on account of such non delivery. In the event of non delivery of the consignment at the destination the transporter shall bear the entire cost of the seed and packing material in full at the NSC's prevailing sale price along with the damages liable for payment by NSC on the consignment due to non supply of seeds to seed user/indenters. For other goods the transporter shall pay the entire cost of the goods and the packing material.

33 No transshipment is allowed in between the destinations. For any reason such as breakdown, accident etc. if the truck is stranded beyond reasonable limits, the transporter should make alternative arrangements for safe transportation of the goods by road within the delivery time limit prescribed already. Except the extraordinary justifiable situation such as accident, break-down, road blockage etc. no transshipment is allowed i.e. the truck received by the consignee should be the same as that into which the stock was loaded by the consignor as indicated in the LR. If and when transshipment is resorted to and the truck No. is changed, the transporter shall Justify the same to NSC's satisfaction. For delay/damages on account of transshipment not accepted by NSC, penalty shall be twice the penalty prescribed for normal delay / damages.

34 No endorsement shall be made on the LR/GC to the effect the consignment is carried at the "owner's risk" and it should be on "Carrier's Risk" only.

35 The transporter shall ensure that (a) "Hooks" are not used for handling the bags (b) the trucks are covered with double tarpaulins which are perfectly water-proof, leak-proof and in sound condition to avoid damage by rain etc. (c) the consignment is never exposed or kept open and (d) the entire transportation is made only by road and not by any other mode of transportation.

36 The agreement to which these terms and conditions form a part shall be in force till the job for which the transporter has been engaged is completed to the entire satisfaction of NSC this can be extended on mutual consent in writing.

37 .Rates agreed now are exclusive of service tax etc., if any.

38 The terms and conditions as stated above shall be binding on the NSC and the transporter and their relationship shall be governed by the same. NSC shall have the right to terminate the contract at any time during its currency after giving 10 days notice to the transporter without assigning any reason whatsoever and transporter shall not be entitled to question the termination Nor shall be entitled to any compensation on this contract. In the event of transporter being adjudged insolvent or going liquidation or winding up his business or failing to observe any of the provisions of the contract or is convicted or punished under the provisions of any statute, NSC, shall be at liberty to terminate the contract without prejudice to any other

rights or remedies under contract and to get the work done for the un expired period of the contract at the risk and cost of the transporter and to claim from him any resultant loss sustained or costs incurred.

39 The transporter must submit the bill within two months otherwise 2% penalty will be charged on total amount of bill.3

40 In case of any change in rates of diesel there shall not be any change in the rate during the period for which rates are approved by NSC.

41 In the event of any question, dispute or difference arising under or in connection with this agreement, its implementation or its satisfaction, the same shall be referred to the sole arbitrator, who may be appointed by the Chairman of NSC or by any other officer who at the relevant time is occupying the highest office in NSC, it shall be competent for the Chairman or such other officer of NSC as aforesaid, act as the sole arbitrator him self. The transporter shall have no objection that the Chairman or the Arbitrator nominated as above is a person who has or had dealt with the matter to which the contract relates or that in the course of his duties has expressed view on all or any of the matter of dispute of difference. It is agreed between the parties that in event of the Chairman or the arbitrator nominated as above vacating the office by resignation or otherwise or refusing to act as an arbitrator it shall be lawful for the Chairman of NSC or the officer occupying the highest office in NSC at the relevant time to nominate any other person as the arbitrator and he shall continue the proceedings from the stage at which the same have been left by his predecessor. The venue and cost of the arbitration shall be at the discretion of the arbitrator. It is agreed by the parties that the arbitrator may on the request of the parties, and in the interest of justice and proper determination of the dispute extend the time for making the award by an order in writing conveyed to the parties. In case of any dispute, the court of jurisdiction of the law will be at New Delhi and this agreement will be deemed to have been entered into at New Delhi irrespective of the place of performance of the agreement.

Signature of Tenderer

TECHNICAL BID

TENDER FROM FORM FULL TRUCK LOAD

1 Name & address of the tenderer _____

2 Name of the proprietor/partner _____

3 Registration No. of the Firm/Organization enclose copy of Registration _____

4 Valid Registration numbers of the trucks enclose List alongwith copy of registrations _____

5 Service Tax Reg. No. Enclose copy _____

6 Income Tax Pan No. Copy enclose _____
Two years Income Tax Return for the year 2014-15 and 2015-16 and continued must be attached with tender documents.(latest)

7. Reference of transportation work under taken from _____
   (a) NSC
   (b) Work experience for the work more than Rs. 10 Lakhs
   Enclosed copy

8. Number, date and amount of Demand Draft enclosed as EMD. _____

9 Authorization of competent authority to sing this tender document Copy enclosed. _____

Name & signature of the tenderer with Official stamps

To,

The Director,
National Seed Corpn. Ltd.,
Central State Farm Jetsar
Dated

COMMERCIAL BID

TENDER FORM FOR FULL TRUCK LOAD

NATIONAL SEED CORPORATION LTD.,
(A Government of India Undertaking)
Central State Farm, Jetsar (Raj.)

The Director,
National Seeds Corpn. Ltd.,
Central State Farm,
Jetsar (Raj.)

Sub: Your Open tender Notice dated _ _ _ _ _ _ _ _ _ _ _ for appointment of Transport contractor 2017-18 per Qtls/KM. Basis.

Sir,

We have carefully gone through the terms & conditions prescribed for entering into Contract for appointment of transport contractor/our lowest and firm rates for different slabs are rates quoted per qtls. per kilometer in rupees.

S. N.	For distance (In KM) for full truck Load from Jetsar	Freight Rate (Rs./-Qtls/-Kms	
		50 to 89 Qtls	90 Qtls & above
1	Up to 25 Kms		
2	26-50 Kms		
3	51-100 Kms		
4	101-200 Kms		
5	201-300 Kms		
6	301-500 Kms		
7	501 Kms and above		

I/We agree with all the terms and conditions as laid down by your Corporation.

Name & signature of the tenderer with official stamp.

Place