

# NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

Registered Head Office: BEEJ BHAWAN, PUSA COMPLEX, NEW DELHI – 110 012

Regional Office: Sector – V, Block – AQ, Plot – 12, Salt Lake City, Kolkata – 700 091

Ph: 033 – 2367 – 1077; Fax: 033 – 2367 – 1076, web site: [www.indiaseeds.com](http://www.indiaseeds.com)

No. Admn-5/NSC: KOL/2015-16/

Date: 12.01.2016

## TENDER NOTICE FOR APPOINTMENT OF ANNUAL TRANSPORTER ON ALL INDIA BASIS

Sealed tenders are invited from the reputed and interested approved Transport Companies with good reputation and having no record of defaulting transport jobs and NSC Management reserves the right to accept / reject the tender document without assigning any reason if noticed so for transportation of seeds / materials by Road from following Area Office as well as production centers for the period from **01.02.2016 to 31.01.2017**.

1. Regional Office **Kolkata**: Block – AQ, Plot No. – 12, Sector – V, Kol – 700 091, Ph: 033 – 2367 1077.
2. Sub-Area Office **Malda**: 19 / 23, N. S. Road, Malda – 732 101. Ph: 0353 – 2435391.
3. Area Office **Midnapur**: Vill. - Kuikota, PO – Abash. Dist. – West Midnapur – 721 101, Ph: 03222 – 75050.
4. Area Office **Siliguri**: Pradhan Bulding, Hakimpara, Siliguri. Dist. – Darjeeling, Pin – 734 401. Ph: 0353 – 2435391.
5. Area Office **Guwahati**: 6<sup>th</sup> Mile, Panjabari Road, Guwahati – 781 037. Ph: 0361 – 2332896.
6. Area Office **Bhubaneswar**: 150, Industrial Estate, Mancheswar, Bhubaneswar – 751 010. Ph: 0674 – 2580359.
7. Area Office **Sambalpur**: Charbati Chowk, Dhanupali, Sambalpur – 768 005. Ph: 0663 – 2411352.
8. Area Office **Nalhati** : ZARC, Nalhati, Birbhum – 731 101. Contact No. – 83482 06642.

The contract will be effective from the date of acceptance / execution of the agreement. The tender form along with terms and conditions may be obtained from the above cited offices on Cash / DD payment of **Rs. 500/-** (Five Hundred only) per tender form on any working day from **11:00 AM to 4:00 PM**. w.e.f. **13.01.2016**.

The tenders shall be accepted at Regional Office, Kolkata up to **1:30 PM** on **27.01.2016** under sealed cover and the same will be opened at RO Kolkata on **27.01.2016** at **2:30 PM** in presence of intending tenderers. The tender forms can also be **downloaded** from NSC's website [www.indiaseeds.com](http://www.indiaseeds.com), with the same fees of **Rs. 500/-** (Five Hundred only) in form of **DD** in favour of “National Seeds Corporation Limited”, payable at Kolkata.

Regional Manager

## TENDER DOCUMENT FOR APPOINTMENT OF ANNUAL TRANSPORT CONTRACT ON ALL INDIA BASIS

- |                                     |   |                                            |
|-------------------------------------|---|--------------------------------------------|
| 1. Date Of Publication Of Tender    | : | <b>13.01.2016</b>                          |
| 2. Date Of Issue Of Tender Document | : | <b>13.01.2016</b>                          |
| 3. Last Date Of Receipt Of Tender   | : | <b>27.01.2016 up to 1:30 PM</b>            |
| 4. Opening Of Tender                | : | <b>27.01.2016 at 2:30 PM</b>               |
| 5. Cost Of Tender Document          | : | <b>Rs.500/- (Rupees Five Hundred only)</b> |

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## **TERMS AND CONDITIONS FOR TRANSPORTATION OF SEED BY ROAD (ON ANNUAL CONTRACT BASIS)**

### **1. EARNEST MONEY & SECURITY DEPOSITS:**

The Transporter shall deposit Rs.50,000/- (Rupees Fifty Thousand only) towards Earnest Money Deposit (EMD) at the time of submitting the tender in forms of DD or Bank A/c transfer. Upon acceptance of the tender by NSC, the successful tenderer shall also remit Rs.8,00,000/- (Rupees Eight Lakhs only) towards Security Deposit. These deposits are not entitled for any interest. The payment shall be made by **Bank Draft only in favour of “NATIONAL SEEDS CORPORATION LIMITED” drawn on State Bank of India Group of Banks or any Nationalized Banks.** 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 at Rs.8,00,000/- (Rupees Eight Lakhs only). NSC reserves the right to forfeit the Security Deposit (in part or full) in the event of failure of the transporter to comply with the terms of contract. The Security Deposit or such part thereof 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 the agreement and on production of no due / no demand certificate from the consignor unit of NSC relevant to the contract period and after deducting the outstanding dues, if any, against the transporter on account of shortages, damages, delayed delivery etc. NSC reserves the right to forfeit the Security Deposit in the event of failure of transporter to produce acknowledgement copies of the lorry receipts / consignment notes from the consignees or execute the transportation job to the NSC's satisfaction.

### **2. EXECUTION OF THE AGREEMENT:**

The agreement to which these “Terms and Conditions” form part shall be in force till the job for which transporter has been engaged is completed to the entire satisfaction of NSC. This can be extended on mutual consent in writing.

### **3. BOOKING OF CONSIGNMENTS, VOLUME OF WORK AND ALLOTMENT:**

- A. The consignment of NSC's goods will normally contain seeds or such other goods as NSC may specify (Certification and Packing Material) etc.
- B. It should be understood by the transporter that 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 transporter shall be responsible for delivering the goods without deterioration in quality for any reasons whatsoever and to make good any loss that NSC may suffer on that account. **NSC's losses are deductible from the bills of the transporter and / or from the amount of Security Deposit** and while doing so the 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 latter shall pay the amount on demand by NSC without any dispute.
- C. 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 transporter and distribute the work among them during the currency of this agreement and no claim for compensation shall lie against NSC on account of such division of work.

**D.** All the bookings will be on **“To Be Billed”** basis. The freight charges shall be on per ton per KM basis inclusive of the loading, unloading, statistical and bridge crossing charges and insurance of the seed and any other charges, consignments loaded.

**E. For all types of seeds indicated in point 3.f the minimum guarantee will be 5 (Five) tons, and 50 km.**

It is agreed mutually that for transporting voluminous seeds such as Groundnut, Sunflower and Vegetable seeds packed in cartoon box and packing material 7 MT load will be considered as 9 MT, similarly 13.5 MT will be considered as 16 MT.

**F.** The transporter shall ensure that,

**i. “Hooks”** are not used for handling the bags.

**ii.** The trucks are covered with double tarpaulins which are perfectly water proof & leak proof and should be in sound condition to avoid damage by rain, etc.

**iii.** The consignment should be never exposed or kept open and

**iv.** The entire transportation is made only by road and not by any other mode of transportation.

**G.** LR / Truck wise billing is to be done separately with proper acknowledgement of delivery by the consignee.

**H.** No overlapping claim be made for using same truck on same date and on same route.

**I.** In case of shortage during transportation, the same be recovered from the transporter @ of sale price of seed including tax, if any.

#### **4. ARRANGEMENT OF TRUCKS AND PLACEMENT:**

**A.** The transporter shall make available the trucks and lift the consignment within 48 (Forty Eight) hours of intimation by NSC. It may be ensured that the entire consignment under the agreement is lifted within the dates intimated by NSC on each occasion.

**B.** The transporter will collect the goods from the godowns and storage locations as required by NSC from time to time on each occasion without any extra charge.

**C.** All consignments will be booked on **“Carriers Risk”** and LR / GN printed with **“CARRIERS RISK”** should be affixed on all the copies of Lorry Receipts / Goods Notes.

**5. TRANSHIPMENT:**

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.

**6. PENALTY FOR DELAYED LIFTING:**

If the transporter fails to lift the stocks within 24 (Twenty Four) hours of NSC's intimation for Kolkata Unit and 48 (Forty eight) hours for other units, NSC shall have the right to impose a penalty for delayed lifting at the rate of 2% of the freight charges per day per truck. 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 agreement, the excess amount paid shall be recovered / adjusted by NSC from the amounts and / or the Security Deposit at the credit of the transporter. In addition, the incidental charges at the rate of Rs. 500/- (Rupees Five Hundred only) per truck shall be recovered from the transporter. On receipt from 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 or accept recovery / adjustment from the amount at his credit.

**7. COLLECTION OF DOCUMENTS:**

The transporter will be entirely responsible for obtaining the permits, way bills, sale tax forms etc.(if any) wherever necessary such as for inter State entry / free passage etc. Failure to obtain these forms from the 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. enroute for want of any permit clearance.

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.

**8. DELIVERY OF CONSIGNMENTS:**

- A. The consignment shall be delivered by the transporter at the consignee's address at the specified destination on door delivery basis during office hours i.e. 10:00 hrs.to 17:00 hrs on working days within the transit periods mentioned by NSC on each occasion. The transit period is exclusive of the days of lifting (loading) and delivery (unloading).
- B. If delivery outside office hours or on holidays is anticipated, the transporter shall inform the consignee, in writing at least 48 (Forty Eight) hours in advance about such delivery to enable the consignee to make required arrangements. However, neither the consignee nor the consignor shall be responsible if arrangements are not made by the consignee for taking delivery of the consignments outside the office hours or on holidays.
- C. 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.

- D. The transporter shall not with-hold 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 the seed to the seed users / indenters. For other goods the transporter shall pay the entire cost of the goods and the packing materials, etc,
- E. For any reason such as break-down, accident etc. if the truck is stranded beyond reasonable limits, the transporter should make alternative arrangement for safe transportation of the goods by road within the delivery time limit prescribed already.

#### **9. DETENTION:**

No detention charges will be payable for the first 24 (Twenty Four) hours of detention of trucks at the originating station or at the destination station. For detention beyond 24 (Twenty Four) hours, NSC may pay detention charges at reasonable rates 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 the placement / arrival of the truck and that of loading / unloading shall be excluded.

#### **10. CALCULATION OF DISTANCE:**

The distance will be calculated on the basis of internet like **google earth**. In case the destination station is not located on google earth, the supplement distance will be worked out on the basis of road map of India / Motoring Guide of India Book duly certified by concerned Area Manager. The Transit time is to be calculated @ 300 (Three Hundred) km per day. Distance will be calculated from loading point to unloading point on the basis of L. R.

#### **11. PENALTY FOR LATE DELIVERY:**

The transit period specified in clause 8 (a) shall be deemed to be the essence of the contract. The said period shall be legibly written on the LR / GN both in words and number. If the transporter fails to deliver the consignment within the time limit specified, NSC shall have the right to levy penalty as follows for delayed delivery.

| No of days delay beyond the transit period.                              | Penalty per day of delay per truck<br>As percent of the freight charges                                                                                            |
|--------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| i) For the delay upto 50% of the Transit period or part thereof.         | 2% of the freight per truck per day of delay.                                                                                                                      |
| ii) For the delay beyond 50% of upto the transit period or part thereof. | 2% of the freight per truck per day of delay<br>50% of the transit period plus 10% of the Freight per truck per day on the delay beyond 50% of the transit period. |

## **12. PAYMENTS AND INCOME TAX:**

**A.** Payments will be made by Account Payee Cheque / RTGS in favour of the Transporter by the consignor on the basis of actual net weight of the goods stated in the Lorry Receipt at the time of loading and on production of Certificate of receipt of the goods from the consignees. The cost on account of shortage in the consignment, penalty for late delivery of the consignment and value of damage to the consignment will be deducted by the consignor before making payment to the transporter.

**B.** NSC reserves the right to deduct at source the Income Tax amount from the payments due on the transporter according to the provisions of the Income Tax Act, 1961 and Rules framed there-under as in force.

## **13. ADDITIONAL TERMS & CONDITIONS:**

**A.** The Tenderer must submit EMD along with the offer in the Form of **Demand Draft** drawn in favour of “**National Seeds Corporation Limited**” payable at Kolkata. The tender without EMD will be rejected.

**B.** The successful Tenderer has to complete all the formalities of Annual Transport Contract Agreement within 10 (Ten) days from the date of issue of work order. In case Tenderer fails to comply in signing the agreement with the Corporation, the Corporation reserves the right to forfeit the EMD.

**C.** Details of the transport establishments, shops, branches with their address, phone No., Fax No. etc., shall be furnished.

**D.** Past experience of the transporter for executing similar nature of job in respect of transportation of seeds shall be furnished.

**E.** The transporter may furnish the name and address of branch office / agent at the places where NSC has its office.

**F.** Income Tax Clearance Certificate should be furnished.

**G.** Transporter's Shops and Establishment Act Certificate shall be submitted along with the tender.

**H.** Employees Provident Fund (EPF) Certificate of their office & proof may be submitted with the offer.

**I.** It is the duty of the transporter, as per the Terms and Conditions of the agreement, the trucks has to be placed according to the quantity mentioned in the Job Order & Locations. He has no right to demand for placing the truck of his own choice and demanding quantity for higher or lower as per his convenience.

- J.** As per the Service Tax Act introduced by Govt. of India, the Service Tax shall be paid by the NSC. The party should offer / quote their rate exclusive of Service Tax. Submission of invoice shall be as per Service Tax rules.
- K.** Invoice shall be submitted with all supporting within 30 (Thirty) days of the completion of consignment.
- L. (i.)** After allotment of works, the material should be lifted within 48 (Forty Eight) hours to avoid penalty.
- (ii.)** Authorized representative of the transporter should prepare the Challan / Bilty during movement of materials.
- (iii.)** Trucks should have insurance papers and it should be submitted to NSC Office before loading.
- (iv.)** The transporter should have the capacity to place 5 – 10 trucks at a time, as and when approached by NSC officials.
- (v.)** Loading should be done as per the capacity of the truck as approved by Governments.
- M.** Quotations should be submitted as per prescribed proforma otherwise it may be rejected without assigning any reason.
- N.** In the event of Hike / Increase in petrol or diesel price, no consideration for increase of rates will be granted under any circumstance.
- O. (i.)** Tender may have to be submitted in two parts –
- a. Technical Bid &**
  - b. Commercial Bid.**
- (ii.) Technical Bid:** Should consist Trade License (Photocopy), PAN Card (Photocopy), Service Tax Registration (Photocopy) and DD No. & Amount / Date as EMD.
- (iii.) Commercial Bid:** Consists Distance-wise Rates in the given format.
- (iv.)** No cutting & overwriting, etc. will be allowed in the submitted tender document.
- (v.)** Sealed Technical & Financial bids should be submitted separately and placed in one sealed big envelop.
- (vi.)** The transporter should have good reputation and have no record of defaulting transport job, Management reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

**14. TERMINATION OF CONTRACT:**

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 (Ten) days' Notice to the transporter without assigning any reason whatsoever. The transporter shall neither be entitled to question the termination, nor shall be entitled to any compensation in this agreement.

In the event of the transporter being adjudged insolvent or going in 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 the contract and to get the work done for the unexpired period of the contract at the risk and cost of the transporter and to claim from him any resultant loss sustained or costs incurred.

**15. ARBITRATION:**

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 to act as the sole Arbitrator himself. 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 views on all or any of the matter of dispute or difference. It is agreed between the parties that in the 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 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 Kolkata irrespective of the place of performance of the agreement.

## **TECHNICAL BID**

### **TENDER SUBMITTED TO NATIONAL SEEDS CORPORATION LIMITED KOLKATA FOR ANNUAL TRANSPORT CONTRACT**

1. Name and Address of the Tenderer :
2. Name of the Proprietor / Partner :
3. Registration Number of the Firm / Organization :
4. Reference of Bank Approval (copy to be enclosed) :
5. List of Branch Office in West Bengal, Odisha,  
Assam and other NE States :
6. Reference of the transportation work undertaken  
from NSC, if any :
7. Demand Draft No.-----, Date-----, Amount Rs.----- as EMD.
8. Signature of the tenderer with Office stamp :
9. Telephone No. :
10. Mobile No. :
11. Fax No. :
12. E-mail ID :

I / We have read and understood the detailed Terms and Conditions of Tender Schedule and the same are acceptable to me / us.

**Date** .....

**Place** .....

**Signature of the Transporter  
(With Seal)**

**Address** .....

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## FINANCIAL BID

To

The Regional Manager,  
National Seeds Corporation Limited,  
Sector – V, Block – AQ, Plot No. – 12,  
Salt Lake City, Kolkata – 700 091,  
West Bengal.

Sir,

In response to your Tender Notice vide Letter No. Admn-5/NSC: KOL/2015-16, dated 12.01.2016, we are furnishing the rates for transportation of seeds & other materials (Packing, Certification, Treatment materials, etc.).

Rates quoted per Metric Ton per Kilometer in Rupees (The rates quoted must be inclusive of loading, unloading, statistical bridge crossing, insurance charges, etc.) w.e.f. 01.02.2016 to 31.01.2017.

| Sl. No. | Distance (In km) | Rate (Rs. / Ton / km) |      |
|---------|------------------|-----------------------|------|
|         |                  | Plain                 | Hill |
| 1       | 0 – 50           |                       |      |
| 2       | 51 – 100         |                       |      |
| 3       | 101 – 200        |                       |      |
| 4       | 201 – 300        |                       |      |
| 5       | 301 - 400        |                       |      |
| 6       | 401 – 500        |                       |      |
| 7       | 501 – 700        |                       |      |
| 8       | 701 – 900        |                       |      |
| 9       | 901 – 1100       |                       |      |
| 10      | 1101 – 1300      |                       |      |
| 11      | 1301 – 1500      |                       |      |
| 12      | 1501 – 1700      |                       |      |
| 13      | 1701 & Above     |                       |      |

Date: .....

Place: .....

Phone No. ....

Mobile No. ....

Fax No .....

E-mail ID .....

Signature of the Transporter / Tenderer  
(With Seal)

Address .....

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