

राष्ट्रीय बीज निगम लि०
(भारत सरकार का संस्थान)
प्लॉट स० 388 फेस 9 औद्योगिक क्षेत्र
मोहाली(पंजाब)पिन160062
क्षेत्रीय कार्यालय मोहाली - चन्डीगढ़
दूरभाष0172-2215388 फैक्स 0172 - 2213388

1(5) प्र०/एन एस सी/13/14

31-10-14

निविदा सूचना

नेशनल सीड्स कारपोरेशन लि०(भारत सरकार का उपक्रम) ख्याति प्राप्त पंजीकृत ट्रान्सपोर्ट कम्पनियों से निधारित परफार्मा में दो बिड सिस्टम के अन्तर्गत पंजाब स्टार्किंग प्वाइन्ट्स भटिन्डा से सम्पूर्ण भारत के विभिन्न स्थानों तक नवम्बर 2014 से प्रभावी वार्षिक ठेके के आधार पर सीड्स मैटिरियल मात्रा लगभग 50000 कुन्टल के परिवहन कार्य हेतु मुहरबन्द निविदायें अमन्त्रित की जाती हैं। निविदाओं के साथ ई एम डी के लिये नेशनल सीड्स कारपोरेशन लि० चन्डीगढ़ के नाम राशि 50000 रुपये बैंक ड्राफ्ट संलग्न होना चाहिये। बिना ई एम डी के निविदा स्वीकार नहीं होगी। निविदादाता प्रतिष्ठित ट्रान्सपोर्टर वैध लाईसेन्स धारक, सर्विस टैक्स विभाग से पंजीकृत आयकर पैन कार्ड धारक तथा किसी सरकारी/अर्द्धसरकारी विभाग से कार्य का अनुभव रखता हो। पूर्ण रूप से भरी हुई मोहरबन्द निविदायें क्षेत्रीय कार्यालय मोहाली - चन्डीगढ़ में दिनांक 14-11-14 को समय 2.00 बजे तक आमन्त्रित करते हैं उसी दिन Technical & Financial Bid समय 2.30 बजे निविदादाताओं के समक्ष उपरोक्त पत्ते पर खोली जायेंगी। निविदा प्रपत्र नियम एवं शर्तें जालन्धर (0181-2602162) भटिन्डा (0164-2280346) करनाल (0184-2272127) हिसार (01662-292143) तथा क्षेत्रीय कार्यालय मोहाली - चन्डीगढ़ कार्यालयों से किसी भी कार्य दिवस में रुपये 1000 प्रति सैट नकद भुगतान पर प्राप्त किया जा सकता है। इच्छुक ट्रान्सपोर्टर एन एस सी की Website www.indiaseeds.com तथा www.eprocure.gov.in से भी टैन्डर प्रपत्र डाउनलोड कर सकते हैं परन्तु टैन्डर प्रपत्र की कीमत रुपये 1000 में देय हों, बैंक ड्राफ्ट टैन्डर के साथ लगाना आवश्यक है।

क्षेत्रीय प्रबन्धक

nc

**National Seeds Corporation Ltd.
Regional Office Mohali -Chandigarh**

**Terms and conditions for transportation of Seeds by Road
(on annual contract basis)**

- 1 The Tenderers should go through the terms & conditions before submitting their tenders.**
- 2 Sealed tenders to be submitted in the prescribed format, separately for technical & commercial bid with superscripted as "Technical bid", "Commercial bid" respectively over envelope and both the sealed bids should further be sealed in another envelope superscripted as Tender for Annual Road Transport Contract.**
- 3 Tender will be received at National Seeds Corporation Ltd, Mohali up to 2.00 P.M. on 14-11-2014 and technical & Commercial bid shall be opened on the same day at 2.30 p. m. Tender received after prescribed time and date shall not be accepted.**
- 4 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.**
- 5 Conditional tender shall not be accepted.**
- 6 Commercial bid should contain only rate in the prescribed form and all other detail should be given in technical bids.**

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Other terms and conditions

- 1 The Transporter shall deposit Rs. 50000(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 Rs2,00000/-(Rs. Two lacs only) towards security deposit in addition to EMD. These deposits are not entitled for any interest. These shall be made by Bank draft in favour of NSC drawn on any Nationalized Bank. NSC reserves the right to forfeit the security deposit (in part or full)in the event of the failure for the transporter to comply with 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 the 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 damage 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 of consignment note from the consignees or execute the transportation job to the NSC's satisfaction .**
- 2 The consignment of NSC's goods will normally contain seeds of all crops,
Potato seeds and such other goods as certification and packing material, NSC may specify.**

- 3 It should be understood by the transporter that the NSC's goods specially Potato seeds are of such nature that the same can be damaged in transit due to various facts 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 the account NSC's 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 latter shall pay the amount on demand from NSC without any dispute.
- 4 NSC does not guarantee any specific value or 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 currency of this agreement and no claim for compensation shall be against NSC on account of such division of work. No transporter can demand division of work but NSC may empanel/award more than one transporter on L-1 rates so that the movement of seeds is not hampered due to non availability of trucks.
- 5 The transporter will collect the goods from, the godown namely Bhatinda, or storage locations as required by NSC from time to time on each occasion without any extra charge. Whenever loading charges are being borne by NSC or NSC's seed producers the loading charges will be deducted from transporter bills at the rate fixed for respective NSC Labour contractor.
- 6 Transporter will ensure that vehicle/truck entering into the NSC premises should have valid pollution control certificate/other legal Documents.
- 7 The transporter shall make available the trucks and lift the consignment within 24 hours of Placing the order by NSC for Punjab, Haryana, J&K HP and Delhi and within 48 hrs. for all other stations outside the region.. 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 stock within stipulated hours of NSC intimation otherwise NSC have right to transport the goods through any other transporter. In the 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 security deposit at the credit of the transporter or next bill.
- 8 The Transporter will have to inform the number of trucks owned by with copy of the valid registration of the vehicle issued by RTO NSC may decide the capacity of the transporter for award of work.
- 9 The transporter will be entirely responsible for obtaining the `permits sale tax form 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's is not liable to pay any charge on account of detention of trucks etc, enroute for want of any permit/clearance.

- 10** The consignment shall be delivered by the transporter at the consignee address at the specified destination on door delivery basis during office hours i.e. 10.00 hours to 17.00 hours on working day within one days within the transit period 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.
- 11** The transit period specified in clause 10 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 freight charges as penalty per day of delays 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 up to 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.

- 12** For transporting seed on tempo load will be considered as 4 tons. Above 4 tons to 7 tons load payment will be made on actual weight on tempo load rate.
- 13** For transporting Seed on truck load minimum load will be considered as 9 ton. From above 7 ton to 9 Ton will be charged for 9 ton. Beyond 9 ton, it will be paid on actual weight on truckload rate.
- 14** All the booking 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. It shall be on a slab system as follows.

Sr.No.	For Distant(in KM)	Freight rate(Rs/ton/km.	
		For 9 ton	For 4 ton
1	Up to 100 KM		
2	101 to 200		
3	201 to 300		
4	301 to 500		
5	501 and above		

- 15.** Rates agreed now are exclusive of service tax if any.

- 16 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 payment towards freight charges shall be made on to be billed basis.
- 17 For billing or payments km calculation shall be based on Shortest Distance by the approved road map book(ttk publication latest version)or google road distance. Distance of minimum 100 KM will be considered for billing purpose. Beyond 100 KM it will be charged on actual KM distance.
- 18 Payment will be made by account payee cheque or through RTGS in favour of the transporter by the Regional Office Mohali(Chandigarh) 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 NSC before making payment to the transporter.
- 19 No detention charges will be payable for the first 24 hours of detention of trucks at the originating station in 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.
- 20 If the consignment is delivered short of the destination or at some other destination, less otherwise permitted by NSC in writing NSC will not pay the freight charges to the transporter.
- 21 The transporter shall not withhold the delivery of the consignment for any reason what so ever 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 damage liable for payment by NSC on the consignment due to non supply of seeds to seed user/indenters. For other good the transporter shall pay the entire cost of the goods and the packing material.
- 22 No transshipment is allowed in between the destinations. For any reason such as breakdown accident etc. If the work 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 transportation 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/damage on account of transshipment not accepted by NSC penalty shall be twice the penalty prescribed for normal delay/damage.

- 23 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.
- 24 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 conditions 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.
- 25 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.
- 26 The terms and conditions as started above shall be binding on the NSC and the transporter and their relation ship 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 reasons what so ever 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 its convicted or punished under the provisions of any status. 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.
- 27 In the event of any question dispute or difference arising under or in connection with the agreement, the implementation or its satisfaction the same shall be referred to the sole arbitrator, who may be appointed by the Chairman NSC. The venue and cost of the arbitration shall be at the discretion of the arbitrator. It is agreed by other 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.

Technical Bid

TENDER FORM FOR FULL TRUCK LOAD

1	Name & Address of the Tenderer	
2	Name of the Proprietor/ Partner	
3	Registration No.of the Firm/Organization Encl. copy of registrations	
4	Valid Registration numbers of the trucks Enclose List along-with copy of registrations	
5	Service Tax Reg.No. (Encl.copy)	
6	Income Tax Pan No. (Encl. copy	
7	Name of Banker & Creditor limit/bank Solvency certification (Encl. copy)	
8	Reference of transportation work undertaken from (a)NSC (b)Work experience certificate from the Govt. organization for work more than Rs.10 lacs(Encl. copy)	
9	Number date and amount of DD Enclosed as EMD	
10	Authorization of competent authority to sign this Tender Document(Encl. copy)	

**Name & Signature of the tenderer
with official stamp**

Commercial Bid

TENDER FORM FOR FULL TRUCK LOAD

**The Regional Manager
NSC Chandigarh**

Sub: Your open tender notice dated 31-10-2014 for appointment of Transport contract 2014-15 on Qtl/Km.basis.

Sir

We have carefully gone through the terms & conditions prescribed for entering into contract for appointment of contractor. My/our lowest and firm rates for different slabs are:

Rates quoted per metric Ton per kilometer in rupees(the rates quoted must be inclusive of loading and unloading):

<u>Sr. No.</u>	<u>For distance(in KM)</u>	<u>Freight rate(Rs. /Ton/KM)</u>	
		For Full Truck Load 9 Tons	For Full Tempo Load of 4 Tons
<u>1</u>	Up to 100 KM		
<u>2</u>	101 to 200		
<u>3</u>	201 to 300		
<u>4</u>	301 to 500		
<u>5</u>	501 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

Date

**Name & Signature of the tenderer
with official stamp.**