

NATIONAL SEEDS CORPORATION LTD
(A Govt. of India Undertaking)
SCO No.1024-25 Sector 22 B
Regional Office Chandigarh
Phone No.0172-2703609/2705417 Fax 2709409)

No.1(5)Admn/NSC/Ch/09-10

Dated 17-03-10

NOTICE INVITING TENDER

Sealed tender are invited from reputed transport companies for transporting seed from various stocking points in Punjab/Haryana to various destinations all over India on yearly contract basis extendable for one more year. The freight should be quoted on Kilometer basis. Complete details including the form of agreement and terms and conditions can be had from our offices located at Chandigarh, Jalandher(PhoneNo.0181-2602162) Bhatinda (Phone No.0164 2280346), Karnal(0184-2272127) Hissar(01662-222616)on payment of Rs. 200/- on any working day up to 12 noon on 9-4-2010 and sealed tenders will be received up to 1.00 P.M. in NSC Chandigarh and will be opened on the same day at 3.00 P.M. in the presence of tenderers, if any.

Tender documents can also be downloaded from NSCs website www.indiaseeds.com. In such cases the tenderer has to deposit Rs. 200/- along with the filled in tender form

The undersigned reserves the right to reject any or all the tenders without assigning any reason.

(Prem Chand)
Regional Manager

cc to: 1 General Manager(M)NSC New Delhi
2 All Area Managers under Chandigarh Region with the advise to arrange to distribute Notice Inviting Tender among the reputed and maximum Transporters. Complete set of tender documents be sold @ Rs. 200/- each set and a copy of the same is enclosed herewith while required copies be get photo state at your end.

- 3 All Sectional Heads at Regional Office Chandigarh
- 4 APS/RM NSC Chandigarh

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(Terms and Conditions for the Transportation of Seeds by Road on Annual Contract Basis.)

- 1 The transporter shall deposit Rs. 5000/- (Rupee Five thousand only) towards EMD (Earnes Money Deposit at the time of furnishing the tender. Upon acceptance of the tender by NSC he shall also remit Rs.50000/- (Rupees Fifty thousand only) towards security deposit. The EMD of the successful tenderer is to be adjustable in the Security Deposit. These deposit are not entitled for any interest. They shall be made in cash by bank Draft or irrecoverable Bank Guarantee in favour of NSC Chandigarh drawn on SBI 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 deposit at any point of time remains intact at Rs.50000/- (Rupees Fifty thousand only). NSC reserve the right to forfeit the Security Deposit (in part or full) in the event of failure of the transporter to comply with terms of 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 the agreement and on production of no due/no demand certificate from the consignor units of NSC relevant to the contract period and after deducting the outstanding dues. If any against the transporter on account of shortages damages, delayed lifting/delivery etc., NSC reserves the right to forfeit the security deposit in the event of failure of the transporter to produce acknowledgement copies of the lorry receipt consignment note from the consignees or to execute the transportation job to NSC's satisfaction.**
- 2 The consignment of NSC's goods will be normally contained seeds or such other goods as NSC may specify.**
- 3 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 transporter shall be responsible for delivering the goods without deterioration in quality for any reason whatsoever and to make good any loss that NSC may suffer**

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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 that the transportation charges will also be proportionately disallowed for such of the quantities reports 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.

4 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 be 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 lie against NSC on account of such division of work.

5 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.

6 The transporter shall make available the trucks and lift the consignment within 48 hours of intimation by NSC. It shall be ensured that the entire consignment under the agreement is lifted within the dates intimated by NSC on each occasion, If NSC's intimation NSC shall have the right to impose penalty for delays lifting as the rate of two percent of the freight charges per day per a maximum of three days beyond which it shall be open to NSC to transporter under this contract the entire amount paid shall be recovered/adjusted by NSC from transporter. The receipt from the other transporter for pay shall be 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 The transporter will be entirely responsible for obtaining the permit, sale tax forms etc.(If any)wherever necessary such as for inter state entry/free passage etc./ Failure to obtain these from the consignor or the relevant authority 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.

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8 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. 1000 hours to 1700 hours on working day within the transit period mentioned by NSC on each occasion. The transit period is exclusive of the days of lifting (loading) and delivery (unloading). If delivery outside office hour or on holidays is anticipated, the transporter shall inform the consignee, in writing at least 48 hours in advance about such delivery to enable the consignee to make the 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 consignment outside the office hours or on holidays.

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

No. of days of delay beyond the transit period	Percent of freight charges penalty per day of delay per truck
i) For the delay up to 50% of the transit period or part	2% of the freight per truck per day of delay
ii) For the delay beyond 50% of the transit period or 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 the total penalty would not exceed the total freight per truck.

10 All the booking will be on TO BE BILLED basis. The freight charges shall be net on per ton per KM basis inclusive of the loading statistical and bridge crossing charges. It shall be stated of slab system as follows:

For distance (In Kms)	Freight rates (Rs/ton/KM)
Upto 200	
Above 201 to 300	
Above 301 to 400	Above 401 to 500
Above 501	

Octroi, toll tax, if any, paid by the transporter will be reimbursed by the consignor on production of the relevant receipts on the 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 charge shall be made on TO BE BILLED basis. NSC shall endeavor to release the payment within 7 days of presentation of clear bills. For

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billing/payments KMs calculation shall be based on the shortest distance by the approved truck routes/highways.

11 payment will be made by account payee cheque in favour of the transporter by Regional office on the basis of the actual net freight of the goods stated in the Lorry receipt at the time of loading and production of the certificate of receipt of the goods from the consignee. The cost on account of shortage in the consignment, penalty for delayed lifting/delivery of the consignment and value of damages to the consignment will be deducted by the NSC before making payment to the transporter.

12 NSC reserves the right to deduct at source the income tax amount from the payment due to the transporter according to the provisions of Section 194 C of the income tax Act 1961 and rules framed there under as in force.

13 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 rates but not exceeding two percent 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 detention the day of placement/arrival of the truck and that of loading/unloading shall be excluded.

14 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.

15 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 NSCs prevailing sale price along with the damage liable for payment by NSC on the consignment due to non supply of seed to the seed users/indenters. For other goods the transporter shall pay the entire cost of the goods and the packing materials.

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16 For any reason such as break down, accident, strike law and order situation, natural calamities 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.

17 No endorsement shall be made on the LR//CN to the effect that the consignment is carried out at the OWNERS RISK.

18 The transporter shall ensure that HOOKS are not used for handling the bags(b) the trucks are covered with double tarpaulin which are perfect ably water proof, leak proof and in sound condition to avoid damaged 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.

19 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.

20 The terms and conditions as stated above shall be binding on 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 ten 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 that account. In the event of the transporter being adjusted insolvent or going in liquidation or winding up his business or failing to observe any of the provisions of the contract 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 remaining period of the contract at the risk and cost of the transporter and to any claim from him resultant loss sustained or costs incurred.

1In 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.

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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 this duties has expressed views on all or any of the matter or dispute of 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. 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 courts of jurisdiction of 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.

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TENDER FORM

(To be furnished by the Tenderer)

From

M/S-----

To

The Regional Manager,
National Seeds Corporation Ltd.
SCO No.1024-25 Sector 22 B
Chandigarh

Sir,

With reference to your Tender Notice No.1(5)Admn/NSC/CHD/09-10 dated 17-03-2010 I/We hereby give our most competitive offer towards transportation of Seeds from various stocking points in Punjab/Haryana to various destinations all over India on Kilometer basis at the freight rates stated below:

For Distance(in KMS	Freight rates(Rs./Tone/Km.)
Up to 200	
Above 201 up to 300	
Above 301 up to 400	
Above 4-1 upto 500	
Above 501	

As per your terms and conditions, I/We also hereby deposit Rs.5000/- towards EMD/DD No.-----dated-----in the event of acceptance of our tender we shall remit Rs.50000/- towards security deposit within 3 days after confirmation received from NSC.

I/We hereby agree to abide by all terms and conditions of your NIT dated 17-03-2010.

Kindly looking forward to your order.

Yours faithfully,

(Signature)

(Name)

Seal of Transport Co, with full address
Mob.No./Ph./Fax

Dated

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Phone No.0172-2703609/2705417 Fax 2709409)

Agreement No.

(For annual road transport Contract)

AGREEMENT MADE ON THIS DAY OF THE-----
----- (Date, Month and Year) between the National Seeds Corporation Limited, A Government of India Undertaking incorporated under the companies Act 1956 and having its registered Office at New Delhi(who and whose successors and assigns are here in after called the NSC) of the ONE PART AND M/S-----
----- (Name and address of the Transporter) (who and whose heirs, legal representatives and successors are herein after called the Transporter) of the OTHER PART.

Whereas the NSC and the Transporter have agreed for a Annual contractual arrangement for the Transportation of NSC's Seeds by Road at the freight rates stated below:

For distance(In Kms)	Freight rates(Rs/ton/KM
Upto 200	
Above 201 to 300	
Above o301 to 400	Above 401 to 500
Above 501	

NOW THIS AGTREETMENT WITNESSETH

(1)That the Agreement will be in force for one year from-----
-----i.e. upto.....

(2)That this Agreement is renewable for such further period and on such terms and conditions as may be mutually agreed to by both the parties.

(2)

(3)That the terms and conditions attached to this Agreement shall be form part of the Agreement and be binding on the parties and that their relationship shall be governed by the same.

(4)All payments payable or claimable under this agreement shall be paid and claimed at NSC R.O.Chandigarh. Nether of the parties shall be entitled to pay or claim the payment of the amount due at any place other than Chandigarh . Though the same be paid or accepted at any other place with the mutual consent of the parties on each case of payment.

(5)Notwithstanding the place where this agreement is to be implemented it is mutually understood and agreed by and between the parties here to that this contract shall be deemed to have been entered into by the parties concerned at New Delhi and the courts of law in New Delhi. alone shall have jurisdiction to adjudicate thereon.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS ON THE DAY,MONTH AND YEAR MENTIONED ABOVE.

Signature of the Transporter Signature of Regional Manager NSC

Name and address

Name and address

Witnesses

Witnesses

Signature Name & address

Signature Name and address

1

1

2

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