



NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

REGIONAL OFFICE

22-C, SIDCO (N), INDL. ESTATE, AMBATTUR,
CHENNAI-600 098.

Ph: 044-26256192 Fax: 044-26259637 E-Mail.rm.chennai@nsc.gov.in

QUOTATION NOTICE

Sealed tenders are invited separately from reputed/registered seed transport companies for transporting seeds/materials for one year contract basis from the following destinations to the District Head Quarters in Kerala and Tamil Nadu.

I. Selling point of tender

- | | |
|--|---|
| 1. National Seeds Corpn. Ltd.,
Seed processing cum, Seed
Store, Behind ITI Kanjikode West, (P.O),
Palakkad – 678623, Kerala.
Ph: 0491 2566414. | 4. National Seeds Corpn. Ltd.,
SIDCO, Industrial Estate,
Kurchi, Coimbatore – 641 021,
Ph: 0422 2673415. |
| 2. National Seeds Corporation Ltd.,
21/75 Jayasree Building, Karamana (P.O),
Thiruvananthapuram – 695 002,
Ph: 0471 2343974. | 5. National Seeds Corpn. Ltd.,
16/1, Williams Road,
Cantonment, Trichy – 620 001.
Ph: 0431-2460080. |
| 3. National Seeds Corpn. Ltd.,
22-C, SIDCO (N), Indl. Estate,
Ambattur, Chennai-600 098,
Ph: No: 044-26259637 | 6. National Seeds Corpn. Ltd.,
B-1,B-2,SIDCO Indl.Estate,
Kappalur, Madurai – 625 006.
Ph: 0452-2482878. |

II. Cost of Tender

: **Rs.100/-**

III. Selling date of tender forms

: **03-05-2010 to 13-05-2010**
Monday to Saturday (10.00 AM to 5.00 PM)

IV. Place of acceptance and opening

: National Seeds Corpn. Ltd.,
22-C, SIDCO (N), Indl. Estate,
Ambattur, Chennai-600 098,
Ph: No: 044-26259637.

V. Last date of acceptance

: **14-05-2010 at 1.30 PM (Friday)**

VI. Date and Time of Opening of Tender

: **14-05-2010 at 2.00 PM (Friday)**

The Corporation has the right to accept or reject the quotation fully or partially without assigning any reason thereof.

Place: Chennai
Date: 29-04-2010

Regional Manager



NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

REGIONAL OFFICE

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TERMS AND CONDITIONS FOR TRANSPORTATION OF SEEDS BY ROAD (ON ANNUAL CONTRACT BASIS)

1. The transporter shall deposit Rs.5000/- (Rupees Five thousand only) towards Earnest Money Deposit at the time of furnishing the tender. Upon the acceptance of the tender by NSC he shall also remit Rs. 15,000/- (Rupees Fifteen Thousand only) towards security deposit. These deposits are not entitled for any interest. They shall be made in cash/by bank draft/irrevocable bank guarantee in favour of NSC Chennai drawn on any Nationalized Bank. When ever 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. 15,000/- (Rupees Fifteen Thousand only) NSC reserves the right to forfeit the security deposit (in part of 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 to the relevant period and after deducting the outstanding dues if any against the transporter on account of shortage, damages delayed lifting/delivery etc.
2. 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 execute the transportation job to the NSC's satisfaction.
3. The rate quoted here are final. No change hereafter will be entertained under any circumstances. Transporters should transport the seeds with their offered rate in case of failure; NSC has the right to forfeit their EMD.
4. Rate should be offered for the district H.Q of the districts in Kerala State and Tamil Nadu State and it should be made only in the prescribed format attached. (Annex-I to VII).

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5. It may also be noted that the meaning of District Head Quarters is within the radius of 20kms from the place. In case if the same is delivered beyond 20kms the claim will be restricted and proportionately calculated as per kms and per tonne basis upto the delivery point on production of certificate from consignee for actual extra run.
6. Offers should be for per tonne basis inclusive of loading and unloading and all other local charges if any.
7. Offers made excluding unloading charges will not be acceptable.
8. If the quantity dispatched is 4 tonne or more payment will be made only for the actual quantity dispatched at tonnage rate from the full load rate. (example:- Quantity '6' Tonnes and rate per tonne is 'X'. Then the payment will be '6X')
9. For part load (Less than 4 tonnes) the rate will be calculated for the actual quantity dispatched from the rate for part loads (Example quantity 3MT and Rate/tonne is 'X' then the payment will be '3X').
10. Irrespective of the quantity Door lifting and Door delivery are to be arranged by the transporter.
11. Transportation charges in case of seeds of voluminous nature like Groundnut, Sunflower and Vegetable Seeds, 7 tonnes will be considered as full truck load against full truck of 9 tonnes. Full load below 7 tonnes upto 4 tonnes will be calculated as per tone basis taking into consideration of the rate of full truck load.
12. 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 currency of this agreement and no claim for compensation shall lie against NSC on account of such division of work.
13. The transporter should collect the goods from the godowns and storage locations as required by NSC from time to time on each occasion without any extra charge.
14. The consignment of NSC's goods will normally contain seeds/ certification packing material of such other goods as specify.

15. 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 fact and after having understood the same the transporter shall be responsible for delivering the goods without deterioration in quality for any reasons what so ever 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/EMD, 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 later shall pay the amount on demand from NSC without any dispute.
16. The transporter shall make available the trucks and lift the consignment within 24 hours on 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 the transporter fails to lift the stocks within 24 hours 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 upto a maximum of three days beyond which it shall be open to NSC to transport the good 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/the 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 at his credit.
17. 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 enroute for want of any permit/clearance.
18. The consignment shall be delivered by the transporter at the consignees address at the specified destination on door delivery basis during office hour's 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). If delivery outside office hours or on holidays is anticipated, the transporter shall inform the consignee in writing atleast 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 outside the office hours or on holidays.

19. The transit period specified as 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.

No. of days delay 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 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 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 total penalty would not exceed the total freight per truck.

20. All the booking will be on “TO BE BILLED BASIS” at Regional Office Chennai and the payment will be made by the NSC on production of the certificate of receipt of goods from the consignee in the original LR. The cost of shortages in consignment value of damages to the consignment if any will be deducted by NSC before making payment.
21. Payment will be made by account payee cheque in favour of the transporter by the consignor on the basis of the actual net weight of the goods started 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.
22. 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. 194 C of the Income Tax Act 1961 and Rules framed there under as inforce.
23. No endorsement shall be made on the LR/GC to the effect that the consignment is carried at the ‘Owner’s Risk’.
24. No transshipment is allowed in between the destinations. For any reason such as break-down, 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.

25. 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.
26. 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 waterproof, 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.
27. 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 this event of non delivery of the consignment at the destination, the transporter shall bear the entire cost of the seeds and packing material in full at the NSC's prevailing sale price along with the damages liable for payment by NSC's on the consignment due to non supply of seeds to seed user/indentors. For other goods the transporter shall pay the entire cost of the goods and the packing materials, along with its sale tax wherever applicable.
28. 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. For calculating the number of days of detention the days of placement/arrival of the truck and that of loading/unloading shall be excluded and the arrival/clearing date should be collected from the officer concerned. It should be produced while claiming the detention charges.
29. The Extra run/detention charges if any are to be claimed, which should be charged in the original bill itself. No supplementary bill will be entertained.
30. The LR should get it acknowledged clearly without any corrections. Wherever correction is done it should be countersigned by the consignee with seal.
31. 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.
32. There will not be any revision of rates due to hike in Diesel/Petrol or by any other revision during the contract period.

33. Rates agreed are exclusive of service tax etc if any.
34. 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 in liquidation or winding up his business or failing to observe any of the provisions of the contract, or 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 unexpired period of the contract at the risk and cost of the transporter and claim from him any resultant loss sustained or costs incurred.
35. In the event of any question, dispute of 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 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 view on all or any of the matter of dispute or 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 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.

REGIONAL MANAGER

DATED: 29-04-2010

ANNUXURE-I**FROM AMBATTUR,CHENNAI TO DIFFERENT DISTRICT HEAD QUARTERS IN
TAMIL NADU STATE FOR ONE YEAR
(FROM 15.05.2010 TO 14-05-2011)**

Name and address of the transporter with
Telephone No / Fax No.

Sl. No	Name of Destination	Rate per tonne including loading / unloading and other local charges from NSC Coimbatore	
		Part load (Less than 4 MT) (Please See Clause "9" Rate per tonne	Full load (4MT and above) (Please See Clause "8" Rate per tonne
1	COIMBATORE		
2	CUDDALORE		
3	DHARMAPURI		
4	DINDIGUL		
5	ERODE		
6	KANCHIPURAM		
7	KANYAKUMARI		
8	KARUR		
9	KRISHNAKIRI		
10	MADURAI		
11	NAGAPATTINAM		
12	NAMAKKAL		
13	PERAMBALUR		
14	PUDUKOTTAI		
15	RAMANATHAPURAM		
16	SALEM		
17	SIVAGANGA		
18	THANJAUR		
19	THENI		
20	THIRUCHIRAPALI		
21	THIRUNELVELI		
22	THIRUVALLUR		
23	THIRUVANAMALAI		
24	THIRUVARUR		
25	THOOTHUKUDI		
26	VELLORE		
27	VILLIUPURAM		
28	VIRUTHUNAGAR		

We hereby undertake to agree with all the terms and conditions laid by NSC Ltd., in connection with this copy of the same is herewith is duly signed by me.

Place:

Date:

Signature of the transporter with seal & date

Annuxure-II

**FROM COIMBATORE TO DIFFERENT DISTRICT HEAD QUARTERS IN
KERALA STATE, NSC CHENNAI, MADURAI, TRICHY FOR ONE YEAR
(FROM 15.05.2010 TO 14-05-2011)**

Name and address of the transporter with
Telephone No / Fax No.

Sl. No	Name of Destination	Rate per tonne including loading / unloading and other local charges from NSC Palakkad	
		Part load (Less than 4 MT) (Please See Clause "9" Rate per tonne	Full load (4MT and above) (Please See Clause "8" Rate per tonne
1	CHENNAI		
2	TRICHY		
3	MADURAI		
4	COIMBATORE		
5	MALAPPURAM		
6	CALICUT		
7	KALPETTA (WAYNAD)		
8	KANNUR		
9	KASARGOD		
10	THRISSUR		
11	ERNAKULAM		
12	THODUPUZHA (IDUKKI)		
13	PATHANAMTHITTA		
14	KOTTAYAM		
15	ALAPUZHA		
16	KOLLAM		
17	THIRUVANANTHAPURAM		
18	EDATHUA (NSC SALES COUNTER)		
19	PALAKKAD LOCAL STATIONS		
A	AGALI		
B	CHITTOR		
C	KOLLANGODE		

We hereby undertake to agree with all the terms and conditions laid by NSC Ltd., in connection with this copy of the same is herewith is duly signed by me.

Place:

Date:

Signature of the transporter with seal & date

Annexure-III

**FROM PALAKKAD TO DIFFERENT DISTRICT HEAD QUARTERS IN KERALA
STATE AND NSC COIMBATORE, TRICHY, MADURAI AND CHENNAI
FOR ONE YEAR (FROM 15.05.2010 TO 14-05-2011)**

Name and address of the transporter with
Telephone No / Fax No.

Sl. No	Name of Destination	Rate per tonne including loading / unloading and other local charges from NSC Palakkad	
		Part load (Less than 4 MT) (Please See Clause "9" Rate per tonne	Full load (4MT and above) (Please See Clause "8" Rate per tonne
1	CHENNAI		
2	TRICHY		
3	MADURAI		
4	COIMBATORE		
5	MALAPPURAM		
6	CALICUT		
7	KALPETTA (WAYNAD)		
8	KANNUR		
9	KASARGOD		
10	THRISSUR		
11	ERNAKULAM		
12	THODUPUZHA (IDUKKI)		
13	PATHANAMTHITTA		
14	KOTTAYAM		
15	ALAPUZHA		
16	KOLLAM		
17	THIRUVANANTHAPURAM		
18	EDATHUA (NSC SALES COUNTER)		
19	PALAKKAD LOCAL STATIONS		
A	AGALI		
B	CHITTOR		
C	KOLLANGODE		

We hereby undertake to agree with all the terms and conditions laid by
NSC Ltd., in connection with this copy of the same is herewith is duly signed
by me.

Place:

Date:

Signature of the transporter with seal & date

ANNEXURE-IV

FROM TRICHY TO DIFFERENT DISTRICT HEAD QUARTERS IN TAMIL NADU
STATE FOR ONE YEAR (FROM 15.05.2010 TO 14-05-2011)

Name and address of the transporter with
Telephone No / Fax No.

Sl. No	Name of Destination	Rate per tonne including loading / unloading and other local charges from NSC Coimbatore	
		Part load (Less than 4 MT) (Please See Clause "9" Rate per tonne	Full load (4MT and above) (Please See Clause "8" Rate per tonne
1	COIMBATORE		
2	CUDDALORE		
3	CHENNAI		
4	DHARMAPURI		
5	DINDIGUL		
6	ERODE		
7	KANCHIPURAM		
8	KANYAKUMARI		
9	KARUR		
10	KRISHNAKIRI		
11	MADURAI		
12	NAGAPATTINAM		
13	NAMAKKAL		
14	PERAMBALUR		
15	PUDUKOTTAI		
16	RAMANATHAPURAM		
17	SALEM		
18	SIVAGANGA		
19	THANJAUR		
20	THENI		
21	THIRUNELVELI		
22	THIRUVALLUR		
23	THIRUVANAMALAI		
24	THIRUVARUR		
25	THOOTHUKUDI		
26	VELLORE		
27	VILLIUPURAM		
28	VIRUTHUNAGAR		

We hereby undertake to agree with all the terms and conditions laid by NSC Ltd., in connection with this copy of the same is herewith is duly signed by me.

Place:

Date:

Signature of the transporter with seal & date

ANNUXURE-V

**FROM TRICHY TO DIFFERENT DISTRICT HEAD QUARTERS IN
KERALA STATE FOR ONE YEAR (FROM 15.05.2010 TO 14-05-2011)**

Name and address of the transporter with
Telephone No / Fax No.

Sl. No	Name of Destination	Rate per tonne including loading / unloading and other local charges from NSC Palakkad	
		Part load (Less than 4 MT) (Please See Clause "9" Rate per tonne	Full load (4MT and above) (Please See Clause "8" Rate per tonne
1	MALAPPURAM		
2	CALICUT		
3	KALPETTA (WAYNAD)		
4	KANNUR		
5	KASARGOD		
6	THRISSUR		
7	ERNAKULAM		
8	THODUPUZHA (IDUKKI)		
9	PATHANAMTHITTA		
10	KOTTAYAM		
11	ALAPUZHA		
12	KOLLAM		
13	THIRUVANANTHAPURAM		
14	EDATHUA (NSC SALES COUNTER)		
15	AGALI		
16	CHITTOR		
17	KOLLANGODE		

We hereby undertake to agree with all the terms and conditions laid by
NSC Ltd., in connection with this copy of the same is herewith is duly signed
by me.

Place:

Date:

Signature of the transporter with seal & date

ANNEXURE –VI

**FROM MADURAI TO DIFFERENT DISTRICT HEAD QUARTERS IN
TAMIL NADU STATE FOR ONE YEAR (FROM 15.05.2010 TO 14-05-2011)**

Name and address of the transporter with
Telephone No / Fax No.

Sl. No	Name of Destination	Rate per tonne including loading / unloading and other local charges from NSC Coimbatore	
		Part load (Less than 4 MT) (Please See Clause "9" Rate per tonne	Full load (4MT and above) (Please See Clause "8" Rate per tonne
1	COIMBATORE		
2	CUDDALORE		
3	CHENNAI		
4	DHARMAPURI		
5	DINDIGUL		
6	ERODE		
7	KANCHIPURAM		
8	KANYAKUMARI		
9	KARUR		
10	KRISHNAKIRI		
12	NAGAPATTINAM		
13	NAMAKKAL		
14	PERAMBALUR		
15	PUDUKOTTAI		
16	RAMANATHAPURAM		
17	SALEM		
18	SIVAGANGA		
19	THANJAUR		
20	THENI		
21	THIRUNELVELI		
22	THIRUVALLUR		
23	THIRUVANAMALAI		
24	THIRUVARUR		
25	THOOTHUKUDI		
26	VELLORE		
27	VILLIUPURAM		
28	VIRUTHUNAGAR		

We hereby undertake to agree with all the terms and conditions laid by NSC Ltd., in connection with this copy of the same is herewith is duly signed by me.

Place:

Date:

Signature of the transporter with seal & date

**FROM MADURAI TO DIFFERENT DISTRICT HEAD QUARTERS IN
KERALA STATE FOR ONE YEAR (FROM 15.05.2010 TO 14-05-2011)**

Name and address of the transporter with
Telephone No / Fax No.

Sl. No	Name of Destination	Rate per tonne including loading / unloading and other local charges from NSC Palakkad	
		Part load (Less than 4 MT) (Please See Clause "9" Rate per tonne	Full load (4MT and above) (Please See Clause "8" Rate per tonne
1	MALAPPURAM		
2	CALICUT		
3	KALPETTA (WAYNAD)		
4	KANNUR		
5	KASARGOD		
6	THRISSUR		
7	ERNAKULAM		
8	THODUPUZHA (IDUKKI)		
9	PATHANAMTHITTA		
10	KOTTAYAM		
11	ALAPUZHA		
12	KOLLAM		
13	THIRUVANANTHAPURAM		
14	EDATHUA (NSC SALES COUNTER)		
15	AGALI		
16	CHITTOR		
17	KOLLANGODE		

We hereby undertake to agree with all the terms and conditions laid by
NSC Ltd., in connection with this copy of the same is herewith is duly signed
by me.

Place:

Date:

Signature of the transporter with seal & date