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NATIONAL SEEDS CORPORATION LTD
(A GOVT OF INDIA UNDERTAKING)
17-11 TUKARAM GATE, NORTH LALAGUDA
SECUNDERABAD 500 017

NO.8(1)/Admn/NSC-HYD/10-11/

DATED 05.8.2010

To

M/s _____

Dear Sir,

Sub: Supply of Tender Documents for transportation of seeds /Certification &
Packing Material - Regarding

Ref: This Office Tender Notice published in **Indian Express & Vartha**
Vide Lr. No: 8(1)/Admn./NSC-HYD/2010-2011/dated. 05.8.2010.

This has with reference to our letter cited above. I am to enclose herewith the Tender Documents for the transportation of seeds and certification Material in and out of A.P. State .Kindly go through the Terms Conditions and submit your valuable quotation in this office on or before 26.8.2010 by 11.00 AM and the same will be opened on the same day at 11.30 AM at above address.

Thanking you,

Encl: as above

Yours faithfully,

REGIONAL MANAGER

NATIONAL SEEDS CORPORATION LIMITED
(A GOVT. OF INDIA UNDERTAKING)
17-11: TUKARAM GATE, NORTH LALAGUDA
SECUNDERABAD -500 017

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

1. EARNEST MONEY & SECURITY DEPOSITS;

The Transporter shall deposit Rs 1,00,000/- (Rs One Lakh only) towards Earnest Money Deposit at the time of submitting the tender. Upon acceptance of the tender by NSC he shall also remit Rs. 10,00,000/- (Rs Ten Lakhs only) towards Security Deposit. These deposits are not entitled for any interest. They shall be made by **Bank Draft or Bank Gurantee in favour of NSC 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. 10,00,000/- (Rs Ten 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 / 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 from 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 consignments loaded.
- e. NSC deals with two categories of seeds.

1. For all types of seeds except indicated in point 3.e.2 the minimum load will be 9 tons and the rate to be quoted for distance slabs i.e. 1 KM to 200 KMs (Minimum guaranteed 100 KM) and 501 KM and above .
2. It was agreed mutually that for transporting seeds such as Groundnut, Sunflower and Vegetable seeds packed in cartoon box etc., 70 quintals load will be considered as 9 tons since truck cannot accommodate 9 tons load.
3. 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.

4. ARRANGEMENT OF TRUCKS AND PLACEMENT.

- a. The transporter shall make available the trucks and lift the consignment within 24 hours of intimation by NSC (for Hyderabad Unit) and 48 hours for other units. It shall 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.
- d. 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 in sound condition to avoid any damage by rain etc.(iii) the consignment is never exposed or kept open, and (iv) the entire transportation is made only by Road and not by any other mode of transportation.

5. 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 hours of NSC's intimation for Hyderabad Unit and 48 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. In case, the transporter fails to place the truck within stipulated time, 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/- 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. 1000 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 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 alongwith the damages liable for payment by NSC on the consignment

due to non supply of the seed to the seed users/indentors. 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 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 i.e maximum of Rs.500/- 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 as per the distance given in TTK Book. In case the destination station is not indicated in the TTK Book the supplement distance will be worked out on the basis of road map of India/States by motorable road. The Transit time is to be calculated @ 300 KM per day. For billing or payments K.M. calculation shall be based on Indian Distance Guide published by TTK Ninth Edition 2005 (currently available).

11. PENALTY FOR LATE DELIVERY:

The transit period specified in clause 10 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 As percent of the freight charges
i)	For the delay upto 50% of the	2% of the total freight freight per truck
ii)	Transit period or part thereof.	per day of delay.
iii)	For the delay beyond 50% of The transit period or 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.

12. PAYMENTS AND INCOME TAX

A. Payments will be made by Account Payee Cheque 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 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. Additional Terms & Conditions:

1. The Tenderer must submit EMD alongwith the offer in the Form of Demand Draft drawn in favour of National Seeds Corporation Ltd., Secunderabad. The tender without EMD will be rejected.
2. The Successful Tender has to complete all the formalities of Annual Transport Contract Agreement within 10 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 alongwith the tender.
3. Indian Banker Association approved Certificate for the establishment of the transporter Shall be provided along with tender offer.
4. Details of the transport establishment, shops, branches throughout the country with their address, phone No. Fax No. etc., shall be furnished.
5. Past experience of the transporter for executing similar nature of job in respect of transporter of seeds shall be furnished.
6. It is a mandatory on the part of the transporter that he should have the establishment at the following location at Kurnool, Nandyal, Guntur, Warangal and Hyderabad where NSC is having its own establishment for delivering the seed for movement.
7. Income Tax Clearance Certificate should be furnished.
8. Transporter's Shops and Establishment Act Certificate shall be submitted alongwith the tender.
9. Employees Provident Fund Certificate of their office proof may be submitted with the offer.
10. It is the duty of the transporter as per the Terms and Conditions of the agreement, the truck 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.
11. As per the Service Tax and VAT 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.
12. Whenever diesel price reaches +/- 5% of the existing diesel price per liter, the revision in transportation rate shall be considered. The freight rate is subject to revise at the rate of 0.0003 paise per Ton/KM for every 10 paise statutory increase/decrease in diesel price (including taxes applicable at Hyderabad).
13. Regional Manager 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 days Notice to the transporter without assigning any reason, whatsoever; and the transporter shall not 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 Hyderabad/New Delhi and this agreement will be deemed to have been entered into at Hyderabad irrespective of the place of performance of the agreement .

TENDER SUBMITTED TO NATIONAL SEEDS CORPORATION LIMITED SECUNDERABAD
FOR ANNUAL TRANSPORT CONTRACT FOR YEAR 2010-2011

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 A.P.
and other places :
6. Rates quoted per Metric Ton per Kilometre in Rupees (The rates quoted must be inclusive of loading,
unloading, statistical, bridge
crossing, insurance etc)

DISTANCE (IN KM)	QUOTED FREIGHT RATE (RS /TON/KM) (In figure & in words)
A. 1 to 200 KMs _____ (Minimum guaranted 100 KM's for 9 MT's)	
B. 201 to 500. KM _____	
C. 501 KM and above _____	

7. Reference of the trans-
Portation work undertaken
From NSC, if any. :
8. Demand Draft No.
Amoun as EMD. :
9. Signature of the tenderer
With Office stamp. :
10. Telephone No. :
11. Fax No. :

To
The Regional Manager
National Seeds Corporation Ltd.
Lalaguda: Secunderabad-500017

Signature of the Transporter/Address