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NATIONAL SEEDS CORPORATION LTD.
(A GOVT. OF INDIA UNDERTAKING)
681-690, MARKET YARD, GULTEKADI,
PUNE – 411037

NO. 1(107)ADMN. /NSC: PNA/2010-11/

Dated: 23.04.2010.

To,
M/s. _____

Sir,

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

Ref: 1. This Office Tender Notice published in “Lokmat” in Aurangabad, Nagpur and
Jalgaon editions, “Deshonnati” in Akola & Amaravati editions, Nav Bharat Times in
Mumbai edition and The Times of India, Mirror Pune.

2. Your Lr. No.

dated

This is with reference to your letter cited above. I am to enclose herewith the Tender
Documents for the transportation of seeds and certification material within & out of
Maharashtra State from our branch offices. Kindly go through the terms & conditions and
submit your valuable quotation in this office on or before 03.05.2010 at 1.00 pm and the
same will be opened on the same day at 3.00 pm at above address.

Thanking you,

Yours faithfully,

Radhey Shyam
Regional Manager

**NATIONAL SEEDS CORPORATION LIMITED
(A GOVT. OF INDIA UNDERTAKING)
PLOT NO. 681-690, MARKET YARD, GULTAKDI
PUNE-411037**

**TERMS AND CONDITIONS FOR TRANSPORTATION OF SEED BY ROAD WITHIN
AND OUT OF MAHARASHTRA STATE (ON ANNUAL CONTRACT BASIS)**

1 EARNEST MONEY & SECURITY DEPOSITS:

The Transporter shall deposit Rs. 25000/- (Rs. Twenty five thousand only) towards Earnest Money Deposit at the time of submitting the tender. Upon acceptance of the tender by NSC, he shall also remit Rs. 125000/- (Rs. One lakh twenty five thousand only) towards Security Deposit. These deposits will not earn any interest. The payment shall be made by **Bank Draft or Bank Guarantee in favour NSC drawn on State Bank of India Group of Banks or any Nationalized Banks.** The EMD will be converted into Security Deposit in respect of successful tenderers. Whenever the Security Deposit fall short of the stipulated amount, the transporter shall make good the deficit, so that the deposit at any point time remains intact at Rs. 150000/- (Rs. One lakh fifty thousand 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 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 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 of 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 necessary 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.
- 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 charges. Insurance of the seed consignments loaded will be born by NSC.

- 1 For all types of seed the minimum load will be 9 tons and the rate to be quoted for distance slabs i.e. 1 KM to 100 KM, 101 KM to 300 KM, 301KM to 500KM, and 501 KM & above.
- 2 It is agreed mutually that for transporting seeds a minimum quantity of 7 tons will be considered as 9 tons, if quantity is not available to make a full load of 9 tons.

- 3 The transporter shall ensure that a) “Hooks” are not used for handling the bags, b) the truck 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 48 hours of intimation by concerned Area Office of NSC. It shall be ensured that the entire consignment under the agreement is lifted within the date 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 consignment will be booked “On Owner Risk” and LR/GN printed with “Owner 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 by 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 48 hours of NSC’s intimation through Area Offices, 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 up to a maximum of three days beyond which 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 any dispute, pay the excess amount either in cash or accept recovery/adjustment from the amount at his credit.
7. Octroi if any, paid by the transporter will be reimbursed by the Consignor on production of the relevant receipt 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 1700 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 beyond 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 the 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 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 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 general sale price alongwith the damages liable for payment by NSC on the consignment due to non supply of the seed to the seed user/ indenters. For other goods the transporter shall pay the entire cost of the goods and the packing materials etc.

9. PENALTY FOR LATE DELIVERY:

The transit period specified in clause 7.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 delays beyond The transit period. -----	Penalty per day of delay per truck As per cent 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 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 be- - Yond 50% of the transit period.

10. 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 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.

11. CALCULATION OF DISTANCE.

The distance will be calculated as per the distance given in T.T.K book or distance certificate from S.T. 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 India / States by motor able road The Transit time is to be calculated @ 300 KM per day. For billing or payment K.M. calculation shall be based on Indian Distance guided published by TTK ninth edition 2005 (Currently Available) and India/Maharashtra distance map published by Govt. authority.

12. PAYMENT AND INCOME TAX

- a. Payment 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 consignor will deduct the cost on account of shortage in the consignment, penalty for late delivery of the consignment and

value of damage to the consignment before making payment to the transporter.

- b. 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 194C of the income tax act 1961 and rules framed there – under as in force

15 TERMINATION OF CONTRACT

The terms and conditions as stated above shall be binding on the NSC and the same shall govern the transporter and their relationship. 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, whatsoever, and the transporter shall not be entitled to question the termination.

Nor shall he 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.

16 ARBITRATION

In the event 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, whom 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 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 proceeding from the stage at which the same have been left by his predecessor. The venue and the 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 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 Pune and this agreement will be deemed to

have been entered into at Pune irrespective of the place of performance of the agreement.

**TENDER SUBMITTED TO NATIONAL SEEDS CORPORATION LIMITED
FOR SEASONAL TRANSPORT CONTRACT FOR YEAR 2010-11.**

1. Name and address of the Tenderer :
2. Name of the Proprietor/Partner :
3. Registration Number of the Firm/ :
Organization.
4. Registration No. under Service Tax Act:
5. PAN No.
6. Reference of Bank approval :
(Copy enclosed)
7. List of Branch Offices in Maharashtra: Ahmednagar, Akola, Amravati, Aurangabad,
Jalgaon, Nagpur, Nasik, Pune, Sangli and Parbhani
8. Rates quoted per Metric Ton per Kilometer in Rupees (The rates quoted must be inclusive of loading, unloading, statistical charges etc.)

	DISTANCE (IN KM)	RATE QUOTED FOR FRIGHT (Rs/Ton/KM) (In figure & in words)
A	1 to 100KMs (Minimum guaranteed 50 Kms for 9 Ton)	
B	101 Kms to 300 KMs	
C	301 Kms to 500 Kms	
D	501 Kms and above	

7. Reference of the transportation:
work undertaken from NSC, if any.
8. Demand Draft No. ----- Amount of EMD Rs.-----;
9. Telephone No. :
10. Fax No./E-mail. :

Signature of the Transporter with seal.

To,
The Regional Manager,
National Seeds Corporation Ltd.,
Market Yard, Pune-411037

NATIONAL SEEDS CORPORATION LTD.
(A GOVT. OF INDIA UNDERTAKING)
681-690, MARKET YARD, GULTEKADI,
PUNE – 411037

Additional Terms & Conditions:

1. The Tender must submit EMD alongwith the offer in the Form of Demand Draft drawn in favour of National Seeds Corporation Ltd., Pune. The tender without EMD will be rejected.
2. The successful Tender has to complete all the formalities of Seasonal Transport Contract Agreement within 10 days from the date of issue of work order. In case Tender fails to comply in signing the agreement with the Corporation, the Corporation reserves the right to forfeit the EMD deposited alongwith the tender.
3. Indian Banker Association approved Certificate for the establishment of the transporter shall be provided alongwith tender offer, if any.
4. Details of the transport establishment, shops, branches throughout Maharashtra State with their Addresses, Phone No. Fax No. etc. shall be furnished.
5. Past experience of the transporter for executing similar nature of job in respect of transportation of seeds shall be furnished.
6. Income Tax clearance certificate should be furnished.
7. Transporter's shops and establishment Act certificate shall be submitted alongwith the tender.
8. It is the duty of the transporter as per the Terms and Conditions of the agreement that 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.
9. 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.
10. Whenever diesel price reached +/- 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 kg/km for every 10 paise statutory increase/decrease in diesel price (including taxes applicable at Pune.)
11. Regional Manager reserves the right to accept or reject any or all the tender without assigning any reason whatsoever.
12. The rates will be valid up to 31.03.11.

13. Trucks used for transporting the seeds from NSC offices to another places should have valid Pollution Control Certificate.
14. Seven Tons of bulky seed like Sunflower, Cotton, Groundnuts pods, will be considered as a full truckload of NINE Tons. and for higher quantity beyond seven tons, the transportation charges will be paid proportionately.
15. At MSWC/CWC godown where mathadi labours are available for loading/unloading and if they charge for loading/unloading more than Rs.30.00 per ton, in that case NSC will bear the excess charges over Rs.30.00 on submission on original mathadi bill.