



NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)

Regional Office: Bangalore – 560 024

Fax 080-23410328

Ph. NO. 080-23415816

Web site: www.indiaseeds.com

No.Admn.4(7)/NSC-BNG/2010-11

Date:24th Feb. 2011

TENDER NOTICE

Sealed tenders are invited from reputed/ Registered /Bank approved Road Transporters for Transporting Agriculture seeds/ Materials from NSC Area Offices in Karnataka State to various destinations in the country on Annual Contract basis from 01.04.2011 to 31.03.2012. Tender forms can be had from this office at the above address on payment of Rs.200/-(Rupees Two hundred only) on any working day upto 16.03.2011. Tender forms can also be down loaded from NSC website www.indiaseeds.com cost of the tender form of Rs.200/- to be paid through DD along with Tender. The tenders will be received upto 3.00PM ON in 17.03.2011at Regional Office, NSC, Bangalore and will be opened on the same day at 3.30PM at Regional Office NSC, Bangalore.

Sd/-
Regional Manage.



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No. Admn-4(7)/NSC-BNG/10-11

Date: 28th Feb.2011

GENERAL INFORMATION REGARDING THE TENDER

1. Sealed Tenders are invited from reputed/registered/Bank approved Road Transport Companies for the transportations of seeds /material from various stocking points in Karnataka i.e. Bangalore/ Bellary Raichur/Darvangere/Dharwar/Hassan /Haveri/Mysore to various places all over India on Annual Contract basis with effect from 01.04.2011. The Approximate quantity to be transported during the contract period may be around 1 lakh Qtls (approximately). Tenders should accompany a Demand Draft of Rs.1, 00,000/-(Rupees One Lakh only) toward EMD drawn in favour of National Seeds Corporation Ltd., Bangalore. Tenders without EMD will not be accepted. The following is the schedule of the Tender.

- | | |
|------------------------------|-----------------------------|
| 1. Cost of Tender Form | Rs. 200/- (Non refundable) |
| 2. Sale of Tender Forms | Up to 4.00 PM on 16.03.2011 |
| 3. Receipt of Sealed Tenders | Upto 3.00 PM on 17-03-2011 |
| 4. Opening of Tenders | 3.30 PM on 17.03.2011 |
5. Tenders received after time and date will not be accepted.
6. The EMD of the parties which is already lying in this office will not be adjusted against this tender and the parties will have to submit the EMD a fresh.
7. Tenders from non-Bank approved transport companies will be summarily rejected
8. The EMD of un-successful tenders will be refunded within 30days from the date of opening the tenders.
9. Successful Tenderers has to submit Demand Draft of Rs. 5 lakh or Bank Guarantee for Five Lakh rupees as security deposit which will valid upto June 2012.
10. EMD of successful Tenderer who failed to deposit security deposit and execute agreement within 10 days from the date of issue of the work order, NSC has the right to forfeit the EMD amount and will entrust the job order to the next lowest bidder.
11. The seed stocks under movement are at **Carries/Transporters** risk only and not at the owner's risk.
12. The Tenderers should thoroughly go through the terms and conditions before submitting their tenders.
13. The NSC reserves the right to accept or to reject the tender in part or in whole without assigning any reasons whatsoever.
14. Interested transport may submit their rate offer, in the prescribed format attach with the tender form in sealed envelope. The envelope should be marked as "**Tender for Transportation**".

(O.P.Soni)
Regional Manager

Encl:-A/a

1. Tender Form
2. Terms and conditions for the Transportation of seeds by Road(on Annual contract basis)



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Cost : ` 200/-

Cr. No. :

Date: _ _ - _ _ - _ _ _ _

**TENDER FOR APPOINTMENT OF ANNUAL TRANSPORT CONTRACTOR FOR
TRANSPORTATION OF SEEDS / ITEMS FROM NSC OFFICES TO WITHIN
KARNATAKA AND OUTSIDE KARNATAKA**

The Regional Manager
National Seeds Corporation Ltd.
UAS Campus, Hebbal
Bangalore -560024

Sub:- Rate offered with reference to NSC advertisement dated ... in
Vijay Karnataka / NSC Website for appointment of Transport
contractor 2011-12 on Qtl. /Km. basis.

Sir,

We have carefully gone through the terms and conditions prescribed for
entering into contract for appointment of transport contractor, My /Our lowest
and firm rates for different slabs are as mentioned below :

A. Within Karanataka State:

Sl. No.	Distance in Km.	Frieght rates (Rs. / Qtl. / Km.)				
		50 to 59 Qtls.	60 to 75 Qtls.	76 to 90 Qtls.	90 to 120 Qtls.	120 to 160 Qtls.
1	50 to 100 Km.					
2	101 to 200 Km.					
3	201 to 300 Km.					
4	301 to 550 Km.					



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B. : From Karnataka State to outside (All over India)

Sl. No.	Distance in Km.	Frieght rates (Rs. / Qtl. / Km.) truck load basis	
		90 Qtls.	91 to 160 Qtls.
1	100 to 300 Km.		
2	301 to 550 Km.		
3	551 to 1000 Km.		
4	1001 and above		

We agree with all the conditions as laid down by your corporation. As desired by you, we are enclosing herewith the following documents.

1. Photocopy of Bank Registration / Certificate and PAN Card (The original shall be shown at the time of verification)
2. Demand draft No. _____. Dated ____ - ____ - ____ for Rs.1,00,000/- (Rs. 1 lak) payable to National Seeds Crporation Ltd. As earnest money.
3. Experience Certificate related to transportation work.

Yours faithfully,

(Name and Address)

Rubber Stamp

PAN No.- _____

Tel. No.- _____

Mobile No.- _____

E-Mail ID.- _____

Encls. : As above

The offer should be submitted in the sealed envelope marked as “Tender For Transportation”.



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

1. The transporter shall deposit Rs.1,00,000/- (Rupees One Lakh only) towards Earnest Money Deposit at the time of furnishing the tender. Upon acceptance of the tender by NSC, he shall also remit Rs.500000/- (Rupees Five Lakh 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, drawn on State Bank 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 the deposit, at any point of time remains intact at Rs.500000/- (Rupees Five Lakh only). NSC reserves the right to forfeit the security deposit (in part or 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 relevant to the contract, period and after deducting the outstanding dues, if any, against the transporter on account of shortage, damages 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 or 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 seed material of such other goods as NSC may specify certification and packing material.
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 facts 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 latter 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 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 Godown 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 the transporter fails to lift the stocks within 48 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 goods 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 / 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.

7. The transporter will be entirely responsible for obtaining the permits, sales tax forms etc., (if any) wherever necessary such as for inter state entry fee 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 charges on account of detention, storage etc., enroute for want of any permit/clearance.
8. The consignment shall be delivered by the transporter at the consignees address at the specified destination on door delivery basis during office hours i.e. 10.00 hours to 17.00 hours, 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 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.
9. The transit period specified in clause 8 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 delivery the consignment within the time limit, specified, NSC shall have the right to levy a penalty as follows for delayed delivery.

<u>No. of days beyond the transit period</u>	<u>Percentage of the Freight charges as penalty per day of delay per truck.</u>
1. For the delay upto 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 upto 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.

10. All the booking will be on "To be Billed" basis. The freight charges shall be on per ton per K.M. Basis- inclusive of the loading, unloading, statistical and bridge crossing charges. It shall be on a slab as per enclosed format.
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 payments towards freight charges shall be made on to be billed basis.

For billing or payments KM calculation shall be based on Indian Distance Guide published by TTK Ninth Edition 2006(Currently available). The KM which is not available in TTK guide the same be followed with mutual understanding /consent.

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.

11. Payment will be made by account payee cheque in favour of transporter by the Regional Office on the basis of the actual 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 the consignor before making payment to the transporter. LR/GC duly acknowledged by consignee official stamp along with signature indicating the date of Receipt.
12. NSC reserved the right to deduct at source the Income Tax amount from the payment due to the transporter according to the provisions of Sec. 194C 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 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.
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 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 seeds and packing material in full at the NSC's prevailing sale price along with the damages liable for payment by NSC on the consignment due to non supply of seeds to seed user/indenters. For other goods the transporter shall pay the entire cost of the goods and the packing materials.
16. 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.
17. No endorsement shall be made on the LR/GC to the effect that the consignment is carried at the "owner's risk" and it should be on "Carrier's Risk" only.
18. 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., 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 enforce 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. Rates agreed now are exclusive of service tax etc., if any.
21. 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 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 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 for him any resultant loss sustained or costs incurred.
22. 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 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 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.
23. Minimum distance to be covered per day is 300KMs and for Hilly area of North-Eastern states is 250 Kms per day.
24. Whenever diesel price reaches $\pm 5\%$ of the existing diesel price per litre, the revision in transportation rate shall be considered. The freight rate is subject to revise at the rate of 0.0003 paisa per Kg/Km for every 10 paisa statutory increase/decrease in diesel price (including taxes applicable at Bangalore).
25. Transporters must quote the rates to all slabs of kilometers with in Karnataka or outside Karnataka or both otherwise tenders will not be considered.

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