

नेशनल सीड्स कारपोरेशन लिमिटेड,
(भारत सरकार का उपक्रम)
65, पानदरीबा, लखनऊ-226004

फोन. 0522-2450319
फैक्स. 0522-2451496

पत्रांक: 1-9(I,II,IV)/2010-11/प्रशा0/एन0एस0सी0-लख0/

दिनांक: 08.04.2011

निविदा सूचना

नेशनल सीड्स कारपोरेशन लि0, (भारत सरकार का संस्थान) अपने अधोलिखित कार्यालयों के लिए वर्ष 2011-12 हेतु प्रतिटन/किमी0 आधार पर सड़क परिवहन कण्टेक्टर नियुक्त करने हेतु पात्र व्यक्तियों/संस्थानों/ट्रान्सपोर्टर जिसकी माली हैसियत कम से कम रु0 25 लाख हो, से मुहरबन्द निविदाएँ अधोलिखित दिनांक को क्षेत्रीय कार्यालय, 65 पानदरीबा, लखनऊ-226004 में आमंत्रित करते हैं। प्राप्त निविदाएँ उसी दिन 14:00 बजे, निविदादाता अथवा अधिकृत प्रतिनिधि यदि कोई हो, के समक्ष खोली जायेगी। सम्बन्धित निविदाओं की पात्रता तथा जिस कार्यालय के लिए नियुक्त किया जाना है, विवरण अधोलिखित है:-

कण्टेक्टर का प्रकार तथा जहाँ नियुक्त करना है।	सम्बन्धित निविदादाता की पात्रता	निविदा स्वीकार करने की तारीख/समय
प्रतिटन/किमी0 आधार पर सड़क परिवहन कण्टेक्टर रुद्रपुर (05944-243567)	निविदादाता प्रतिष्ठित ट्रान्सपोर्टर जिसकी माली हैसियत रु0 25 लाख (सक्षम अधिकारी द्वारा जारी प्रमाण पत्र लगाया जाय), आर0टी0ओ0 से जारी वैध लाइसेंस धारक, सर्विस टैक्स विभाग से पंजीकृत, आयकर पैन कार्ड धारक तथा किसी सरकारी/अर्द्ध सरकारी विभाग में कम से कम 10,00,000/- प्रतिवर्ष के कार्य का अनुभव रखता हो।	23.04.2011 को 13:00 बजे तक निविदा प्रपत्र का मूल्य रु0 500/- प्रति सैट प्रति कार्यालय (टेण्डर के साथ कैश रिसिट लगानी आवश्यक है)

निविदा प्रपत्र, निविदा खुलने की तिथि के एक दिन पहले कार्य दिवस तक निर्धारित मूल्य रु0 500/- प्रति सैट प्रति कार्यालय हेतु नकद जमा कर, सम्बन्धित कार्यालयों तथा क्षेत्रीय कार्यालय 65, पानदरीबा, लखनऊ से प्राप्त किया जा सकता है। जो निविदादाता बेवसाइट से निविदा प्रपत्र डाउनलोड करेंगे उन्हें रु0 500/- मूल्य का राष्ट्रीयकृत बैंक का ड्राफ्ट नेशनल सीड्स कारपोरेशन लिमिटेड के पक्ष में जो लखनऊ में देय हो लगाना आवश्यक है।

निविदा टैक्निकल विड तथा फाइनेंसियल विड सिस्टम में उक्त दिनांक को आमंत्रित है। टैक्निकल विड के लिफाफे में सक्षम अधिकारी द्वारा जारी हैसियत प्रमाण पत्र, आर0टी0ओ0 से जारी लाइसेंस, सम्बन्धित पंजीयन प्रमाण पत्र, अनुभव प्रमाण पत्र, पैन कार्ड एवं ई0एम0डी0 का बैंक ड्राफ्ट तथा फाइनेंसियल विड के लिफाफे में टेण्डर की दरें, इन दोनों लिफाफों को एक लिफाफे में बन्द कर, लिफाफे के ऊपर बायीं तरफ निविदादाता का पूरा पता तथा दायीं तरफ क्षेत्रीय प्रबन्धक, एन0एस0सी0, लखनऊ को सम्बोधित कर प्रस्तुत किया जाय। क्षेत्रीय प्रबन्धक को अधिकार होगा कि बिना कारण बताये किसी अथवा समस्त निविदाओं को अस्वीकार कर दें।

टेण्डर नोटिस तथा टेण्डर प्रपत्र एन0एस0सी0 के website-www.indiaseeds.com पर देखा जा सकता है।

क्षेत्रीय प्रबन्धक

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

1- The Transporter shall deposit earnest money @ 50,000/- for each location/sub-unit at the time of furnishing the tender. Upon acceptance of the tender by NSC, **they shall also remit @ 10% of the work value maximum Rs. 1,00,000/- for each location/sub-unit towards security deposit.** The earnest money deposited at the time of tender, shall be adjusted against the security. **The transporter shall submit along with tender, the Capability Certificate granted by competent authority of Rs. 25 lakh.**

The EMD of the successful tenderer is adjustable in the security deposit. These deposits are not entitled for any interest. These shall be made in cash or by Bank Draft or irrevocable Bank Guarantee in favour of NSC, drawn on State Bank of India 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 remain intact as above. NSC reserves the right to forfeit the security deposit (it part or full) in the event of failure of 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 units of NSC, related 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 normally contain seeds or such other goods at 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 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/damages. 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 necessarily or exclusively be entrusted to him. NSC reserves the right to appoint on or more transporters and distributed the work among them during the currency of the 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 god owns and storage locations as required by NSC from time to time on each occasion without any extra charge. The transporter will ensure that vehicle/ truck entering into the NSC premises should have valid Pollution Control Certificate.

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, intimation 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 penalty for delayed lifting at the rate of 2% (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 amounts payable 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 or accept recovery/adjustment from the amounts at his credit.

7- The transporter will be entirely responsible for obtaining the permits, sales tax form etc (if any) wherever necessary such as for interstate entry/ free passage ect. Failure to obtain this form, 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.

7(1) Except under extra-ordinary justifiable situation such as accidents, break-down, road blockage etc., no transshipment is allowed i.e., the truck received by the consignee should be the same as that into which the stock was loaded by the consignor; as indicated in the LR. If and when transshipment is resorted to and the truck No. is changed, the transporter shall justify the same to NSC's satisfaction. For delays/damages on account of transshipment not accepted by NSC, penalty shall be twice the penalty prescribed for normal delay/damages.

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 days within the transit periods of 200 km. per day. The transit period is exclusive of the days of lifting (loading) and delivery (unloading). If delivery outside office hours or 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 the essence of the contract. The said period shall legibly be written on the IR/CN 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

Sl. No.	No. of days of delay beyond <u>the transit period</u>	percentage of freight charges as penalty per <u>day of delay per truck</u>
1	1-For the delay upto 50% of the transit period or part thereof	2% of the freight per truck per day of delay
2	2-For the delay beyond 50 %of the transit period or part	2% of the freight per truck per day of delay upto 50% of the transit period plusw 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

Octroi, 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 charges.

10- All the bookings 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 on slab system as follows:-

For distance(in kms)	Freight rate(Rs.per ton/ km)
Up to 200	
Above 201 to 300	
Above 301 to 400	
Above 401 to 500	
Above 501 & above	

The distance will be from city to city and not with reference to godown or storage points of concerned NSC's office. Determination of distance will be preferably with reference to Indian Distance Guide book. In cases where any city/ location within U.P. is not available in distance guide book in that case, the distance will be with reference to certificate obtained from U.P. State Road Transport Corporation or other Distance Map.NSC shall endeavor to release the payment within 7 days of presentation of clear bills. For billing/ payments, calculation of kms 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 actual net weight 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 shortages 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 of the transporter.

12- NSC reserves the right to deduct at source the income tax amount from the payments due to the transporter according to the provisions of Sec.194-C of the Income Tax Act, 1961 and rules framed thereunder 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 (2%) 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 day of 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 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 materials in the full at the NSC's prevailing sale price along with damages liable for payment by NSC on account of consignment due to non supply of seed to the seed users/indentors. For other goods, the transporter shall pay the entire cost of the goods and the packing material.

16- The agreement entered into shall be valid upto 31st March, 2011 and can be renewed with the mutual written consent of the parties for two times only.

NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
REGIONAL OFFICE' LUCKNOW tpt/38
TENDER FOR APPOINTMENT OF TRANSPORT CONTRACTOR FOR 2011-2012 FOR
NSC, RUDRAPUR

The Regional Manger,
National Seeds Corporation Ltd.
LUCKNOW.

Ref: Your open Tender Notice dated 23.04.2011 for appointment
of Transport Contractor for 2011-2012 on per ton/ k.m.basis.

Sir,
We have carefully gone through the terms & conditions prescribed for entering into contract for appointment of transport Contractor. My/ our lowest and firm rates for different slab are as under for minimum 90 qtls. load in one truck.

		-----S.N.
<u>Distance in K.M.</u>		<u>Freight Rate (Rs. Per Ton /K.M.)</u>
1-	Up to 200 K.M.	-----
2-	201 up to 300 K.M	-----
3-	301 up to 400 K.M	-----
4-	401 up to 500 K.M	-----
5-	501 & above	-----

I/ We agree with all the Terms & Conditions as laid down by your corporation.

As desired by you, we are enclosing herewith the following documents:

- 1- Original Registration papers with RTO alongwith photo copy of Registration papers.
- 2. Income tax PAN NUMBER.....and photostat copy thereof
- 3. Service Tax regn.no.....and photostat copy thereof.
- 4. Demand Draft NO.-----Dated-----
- 5. Rs.-----Rupees-----) as earnest money.
- 6. Experience Certificate relating to transportation work.
- 7. Capability certificate of Rs. 25 laks granted by competent authority.

Yours faithfully,

(Name& Address)
In block Letters
Rubber Stamp

Encl.: a/a
