

**NATIONAL SEEDS CORPORATION LTD.,
(A GOVT. OF INDIA UNDERTAKING)
REGIONAL OFFICE: SHEIKHPURA, PATNA.
PATNA TO SAMASTIPUR/SIWAN/ PURNEA/
RANCHI/MADHUBANI/ BAXUR AND ALL DISTRICT
HQ OF BIHAR AND JHARKHAND**

**The Regional Manager,
National Seeds Corporation Ltd.,
Patna**

**Ref: Your open Tender Notice dated 07.06.2010 for appointment
of Transport Contractor for 2010-2010 on per Tone/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.

<u>S.N</u>	<u>Distance in K.M.</u>	<u>Freight Rate (Rs. Per</u>
	<u>Tone/K.M.)</u>	
1.	Up to 200 K.M	-----

2.	201 up to 300 K.M.	-----
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3.	301 up to 400 K.M.	-----
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4.	401 up to 500 K.M.	-----
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5.	501 and above	-----
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I/We agree with all the Terms & Conditions as laid down by your corporation.

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

1. Original Registration papers with RTO along with 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

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Rs Rupees

(.....

.....) as earnest money.

5. Experience Certificate relating to transportation work.

Yours faithfully,

(Name & Address)

In Block Letter

Rubber Stamp

Enc:A/A

NATIONAL SEEDS CORPORATION LTD.,

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

1. The Transporter shall deposit earnest money @ 50000.00 (Rupees Fifty thousand only) at the time of furnishing the tender:-

From Patna to Samastipur, Siwan, Purnea Ranchi and all district HQ of Bihar and Jharkhand.

The EMD of the successful tendered 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 Banks 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 . 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 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 goods any loss that NSC may suffer on that account. NSC's losses are deduct able from the bills of the Transporter and or form the amount of Security Deposit and while doing so, the transportation charges will also be proportionality 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 one or more transporter 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.

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5. 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. 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 given 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 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 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) where ever necessary such as for interstate entry/free passage etc. 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. en route 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 ie 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 hour's 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 out side 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 out side the office hours or on holidays.

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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 the transit period	percentage of freight charges as penalty per day of delay per truck
1	I- 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 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 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 tone per km basis** inclusive of the loading, statistical and bridge crossing charges. It shall be on slab system as follows:

<u>For distance (in KMs)</u>	<u>Freight rate (Rs per tone/KM)</u>
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 Bihar/Jharkhand is not available in distance guide book in that case, the distance will be with reference to certificate obtained from Bihar / Jharkhand State Road Transport Corporation or other Distance Map's 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 to the transporter.

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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 nondelivery. 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 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.
