



नेशनल सीड्स कारपोरेशन लिमिटेड

(भारत सरकार का उपक्रम)

चौमू हाऊस: सी - स्कीम

जयपुर: 302 001

फोन - 0141 - 2376760 / 2365947 फैक्स- 2363910

पत्रांक1(16)/मा. स./ रा.बी.नि.-जय/18-19

दिनांक 13.03.2019

ई-निविदा सूचना

राष्ट्रीय बीज निगम लिमिटेड (भारत सरकार का उपक्रम), ख्याति प्राप्त ट्रांसपोर्ट कम्पनी से दो बिड सिस्टम के अन्तर्गत राजस्थान में विभिन्न स्टार्किंग पॉइंट जैसे कि अजमेर/भरतपुर/चित्तोडगढ़/कोटा कार्यालयों के अन्तर्गत आने वाले सभी जिलों/स्थानों से प्रति किलोमीटर, प्रति टन (स्लैब) आधार पर बीज/सामग्री परिवहन हेतु वर्ष 2019-20 के लिये दिनांक 05.04.2019 को दिन के 1.00 बजे तक अलग-अलग ई-निविदायें आमंत्रित की जाती हैं। निविदा प्रपत्र, नियम व शर्तें ऑनलाइन या रु. 1000.00+GST के आर.टी.जी.एस./एन.ई.एफ़.टी/ डेबिट या क्रेडिट कार्ड से भुगतान कर प्राप्त की जा सकती है। निविदा प्रपत्र व शर्तें वेबसाइट www.indiaseeds.com या <http://indiaseeds.eproc.in> से भी डाउनलोड किया जा सकता है। यदि भविष्य में कोई बदलाव किया जाता है तो उसे निगम की वेबसाइट पर ही प्रकाशित किया जायेगा।

क्षेत्रीय प्रबंधक

NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)

Regional Office : Chomu House Tabela,

Sardar Patel Marg, C-Scheme, Jaipur

CIN : U74899DL1963GOI003913



E-TENDER NO.: NSC/RO/JPR/2019-20

TENDER DOCUMENT FOR TRANSPORTATION OF SEEDS

**LAST DATE&TIME FOR RECEIPT: 05.04.2019 UP TO 13.00 HR. ON
NSC e-Portal: <http://indiaseeds.eproc.in> OF BIDS.**

**DATE & TIME OF OPENING : AT 15.00 Hours Dated 05.04.2019 at
OF BIDS.**

TENDER (TWO BID SYSTEM) TO BE SUBMITTED TO-

**National Seeds Corporation Ltd., Regional Office : Chomu House Tabela,
Sardar Patel Marg, C-Scheme, Jaipur**

Ph: 0141-2376760 / 2365947

E_mail : rm.jaipur@indiaseeds.com nscjpr@gmail.com

INSTRUCTIONS TO BIDDER – ONLINE MODE

DEFINITIONS:

2. **C1 India Private Limited:** Service provider to provide the e-Tendering Software.
3. **NSCL e-Procurement Portal:** An e-tendering portal of National Seeds Corporation Limited (“NSCL”) introduced for the process of e-tendering which can be accessed on <https://indiaseeds.eproc.in>.

I. ACCESSING / PURCHASING OF BID DOCUMENTS :

- It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of NSCL. Bidders can see the list of licensed CA’s from the link www.cca.gov.in C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-8130606629 for DSC related queries or can email at vikas.kumar@c1india.com
- To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>) to have a user ID & Password which has to be obtained by submitting a non-refundable annual registration charges of Rs. 3416/- inclusive of all taxes through **online** mode. Validity of Registration is 1 year.
- The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- To participate in bidding, bidders have to pay EMD (refundable) as per the amount mentioned in the tender document online through NEFT/RTGS after generating E-challan from <https://indiaseeds.eproc.in>.
- To participate in bidding, bidders have to pay Tender Processing Fee of Rs. 570/- inclusive of all taxes (Non-refundable) through online mode (internet banking/debit card/credit card).
- The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
- Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- For helpdesk, please contact e-Tendering Cell and Help Desk Support Monday to Friday Ph: **0124-4302033/36/37, nsclsupport@c1india.com**.
- It is highly recommended that the bidders should not to wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither M/s National Seeds Corporation Limited nor M/s. C1 India Pvt. Ltd will be responsible for such eventualities.

NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)

Regional Office : Chomu House Tabela,

Sardar Patel Marg, C-Scheme, Jaipur

CIN : U74899DL1963GOI003913

INDEX

Sr. No.	Item	Section	Page No.
1.	Title Page	-	1
2.	Index Page	-	2
3.	Invitation Notice	-	3
4. a)	Instructions to tenderers and Terms and Conditions of Tender	I (Part-A)	4 to 8
. b)	General Terms and Conditions of Contract	I (Part-B)	9 to 11
5.	Requirement, Specification and Delivery Schedule with special terms and conditions of contract if any	Annexure-1	12 to 13
6. a)	Tender Form (Technical Bid)	II (Part-A)	14 to 17
b)	Tender Form (Price Bid)	II (Part-B)	18

NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)

Regional Office Address

CIN : U74899DL1963GOI003913

e-TENDER - NOTICE

Sealed e-Tenders (In Two bid system) are invited for Transportation of Seeds by Trucks from Store of Area offices, Ajmer / Bharatpur / Chittorgarh / Kota to various destinations in Rajasthan and Outstate.

S No.	Name of the Item (Transportation by)	Normal EMD Amount (Rs.)	e-Tender Fee (Rs.)
1.	Truck	200000.00	1000 + GST

NOTE :-

1. Eligibility Criteria: Transport Contractors having registration under GST Registration (if applicable) and Shop & Establishment Act (if applicable) and who are having fleet of Transport vehicles (own/hired) can apply.
2. The Transportation contract will be for a period up to 1 Years
1. ~~Specific documents containing the terms and conditions of NSC apply and detailed~~
3. For e-Tender submission, the interested parties may upload the tender document complete in all respects on the e-Tendering portal of NSC at <http://indiaseeds.eproc.in>. The filled e-tender be uploaded with the payment of EMD and e-tender fee.
4. The e-tender fee shall be nonrefundable. The e-tenders will not be accepted beyond the stipulated date and time under any circumstances what so ever. The Price-Bid will be accepted online only and not in physical form.
5. The last date of online submission of e-Tender & acceptance Technical Bids in physical form is 05.04.2019 up to 13.00 Hrs. Technical Bid of all the e-Tenders received in time will be opened on 05.04.2019 at 15.00 Hrs.(if possible), in the presence of interested tender parties.
6. The Price bids of the eligible parties may be opened on the other day and inform the date of opening to all eligible parties well in advance.
7. The Management of NSCL, reserves the right to accept or reject any or all the e-tenders / Cancel the e-tenders and split the order for any quantity to more than one party at the e-tender lowest rates without assigning any reason thereof.

Date :-

(-----)
Regional Manager

SECTION - I (PART-A)
INSTRUCTIONS TO TENDERERS AND GENERAL TERMS AND CONDITIONS
OF e-TENDER:

INVITATION OF OFFER:

- 1.1** Sealed e-tenders (in Two Bid System) are invited for Transportation of Seeds from Area Offices Area offices, Ajmer / Bharatpur / Chittorgarh / Kota under Regional Office, Jaipur to various destinations within the state and Outstate by Truck for the period upto 1 years.

ELIGIBILITY CRITERIA :

- 1.2.** Transport Contractors having registration under GST Registration (if applicable) and who are having fleet of Transport vehicles (own/hired) can apply.
- 1.3** e-Tender should be submitted in Two Bid System in sealed envelop superscribing "E-TENDER FOR TRANSPORTATION OF SEEDS BY TRUCK" on or before 05.04.2019 Upto 15.00 Hrs. in the office of REGIONAL MANAGER, NATIONAL SEEDS CORPORATION LTD., Regional Office : Chomu House Tabela, Sardar Patel Marg, C-Scheme, Jaipur
If possible the tenders would be opened on 05.04.2019 at 15.00 Hrs. in the presence of tenderers/tenderer's representative present at the time of opening.
- 1.4** Technical Bid and Price Bid in prescribed format as per tender must be submitted online through National Seeds Corporation Ltd., e-procurement portal.

TWO BID SYSTEM:

- 2.1** During online submission of e-Tender, the copies of all e-tender documents as detailed in the tender document, e-tender tender fees and EMD must be submitted through e-portal. The technical-bid must be digitally signed by the e-tenderer, else it is liable for rejection.
- 2.2** Technical Bid for online submission:
The following documents should be uploaded in the Technical Bid :-
 - 1.** The detail of payment of e-tender fees and EMD must be indicated during online submission.

2. **Acceptance of Terms and Conditions of the e-Tender form digitally signed for online submission.**
3. **The scanned copies of GST and PAN Nos.**
4. **The Scanned copies of GST Registration (if applicable) and vehicle details (own/hired).**
5. **Other documents digitally signed must be uploaded online in support of claims as mentioned in the tender form by the e-tenderer.**

2.3 PRICE BID FOR ONLINE SUBMISSION ONLY:

The Price-Bid has to be submitted online only.

e-TENDER OPENING, (TECHNICAL BID):

- 3.1 **The Technical Bid will be opened on the date as mentioned and Price Bid of technically responsive bidders will be opened after finalization of technical evaluation of bids and date of opening will be communicated.**

REJECTION OF TENDER:

- 4.1 **Any party not fulfilling the conditions of Technical Bid shall be out rightly rejected.**
- 4.2 **Offers with alternatives to the specification given in the e-Tender will be out rightly rejected.**
- 4.3 **Conditional e-tender shall not be considered. Printed terms and conditions of the tenderer shall not be considered as forming part of their tenders. In case any terms and conditions of the Contract applicable to this invitation to tender are not acceptable to tenderers, they should clearly specify deviation in their tender. The NSCL reserves the right to accept or reject them. The NSCL shall not be bound to give reasons for the refusal to consider the tender with deviations.**
- 4.4 **The Tender analysis will be done technically and commercially, eligible parties as decided by the competent authority of NSCL will only be considered eligible.**
- 4.5 **Price Bid of eligible party will only be opened.**

RATE OFFER:

6.1.1 Rate of Transportation should be quoted for transportation of seeds from Area Offices Ajmer / Bharatpur / Chittorgarh / Kota under Regional Office, Jaipur to various locations in State and Out state range wise as under:

For Distance (in Km)	Freight Rate (Rs./- MT/-Km)	
	5 MT to 8.9 MT	9 MT and Above
0-100		
101-200		
201-300		
301-500		
501 and Above		

IMPORTANT :

- 6.1.1 Individual slab will be allotted to respective L-1 party. He cannot claim for award of contract for other slabs also in which he is not L-1 (Lowest rates giving party).**
- 6.1.2 For Distance (in km) Freight rate (Rs./-ton/- km) inclusive of Service Tax The distance of 25 km. minimum will be considered for billing and beyond 25 Km will charged on actual km. basis and minimum guaranteed weight will be 50 Qtls.**
- 6.1.3 Rates should be offered category wise and range wise clearly as per the provision made in format (Price bid - Rate schedule) and rates should not be offered in other style other than given in the price bid-Rate schedule (Section - II, Part-B) Rates should be uploaded in the format prescribed by NSCL only, and it must be digitally duly signed and by Tenderer.**
- 6.2 Rates should be offered inclusive of all Govt. Taxes like GST and Warai etc. However, the Octroi, Toll Tax and Octroi Transit Pass Fees etc. will be borne by NSCL. These will be reimbursed by NSCL on production of original receipt/s for the same. Also the loading & unloading charges will be borne by NSCL. RTO charges for permit for outstate transportation will not be borne by the Corporation and it has to be borne by the transporter.**
- 6.3 The Transportation Charges will be paid on one-way distance only and optimum rates proposed are for one way per km for the range of Transportation separately.**
- 6.4 For the other charges like Warai (Overheads) NSCL will not be responsible and it will be totally on the part of Transporter.**

- 6.5 NSCL will not pay any additional charges like demurrages etc. at the unloading centers.
- 6.6 If the unloading is done at more than one destination during single trip, the extra charges of Rs. 200/- per destination will be given by NSCL.
- 6.7 The rates will be valid for the period mentioned in the Agreement. During the contracted period, if the hike in Diesel price is more than 5%, then only from the date on which the Diesel hike exceeds 5%, the corresponding increase in Transportation rate will be given. This principle shall also apply in case of reduction in the rates of Diesel. For this purpose the base rate of Diesel shall be the rate as on last date of acceptance of tender. Hike / reduction in rate of Transportation will be calculated as per NSCL formula as mentioned in Annexure-I, Clause No. 10 of this tender & it shall be binding on the transporter.
- 6.8 Transporter will have to issue Bilty / Lorry receipt for every transportation trip undertaken.
- 6.9 Rates should be uploaded in the format prescribed by NSCL only, and it must be digitally duly signed and by Tenderer.
- 6.10. The party should provide PAN No. issued by Income Tax Department and TDS at the rates applicable from time to time shall be deducted from each bill. GST shall be paid by NSCL at applicable rates.
- 6.11 Although the agreement is made with the transporter for certain slabs, NSCL at its discretion can opt for any other economical mode of transport if available &, whenever required.
- 6.12 The Drivers Mobile No. must be provided in the Bilty/LR itself to track the consignment whenever required.

PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN (VALIDITY OF TENDER):

- 7.1 The tender offer shall remain open for a period of at least 120 days from the date of opening of e-tender (Technical Bid). If the day upto which the offer is to remain open has been or is declared to be closed holiday for the office of the NSCL the offer shall remain open for acceptance till the next working day or as decided by the Competent Authority.

PRICE NEGOTIATION :

- 8.1 Price negotiations may not be conducted and the tender shall be finalized on tender lowest rates. However the rights for accepting the tender lowest rates are reserved by NSCL and if the tender lowest rates are not acceptable the price negotiations may be conducted by competent authority.

SPLITTING OF TENDER:

- 9.1 The NSCL Management reserves the right to split the order of Transportation amongst more than one party at the tender lowest rates without assigning any reason thereof. The party who offered lowest rate (L1) will be given preference and competent authority will decide the number of parties amongst whom the order should be split.
- 9.2 If L1 rate is received from two or more parties in some particular range of transportation ,the order of transportation may be split in proportion for that range amongst all L-1 rate quoting parties and no party can deny for part transportation award in that range.

RE-TENDER :

- 10.1** The Item shall be retendered under the situation that during evaluation of e-tender (Technical Bid) the No. of eligible tender parties found are less than two. However if competent Authority thinks that the item required urgently, one eligible tender can be considered.
- 10.2** The item shall also be retendered when the lowest rate received in the tender is not acceptable to NSCL.
- 10.3** Extension of e-Tender shall be considered, keeping in view the No. of tenders received up to due date.

CLARIFICATION REQUIRED BY TENDERER:

- 11.1** Any clarifications required in connection with the tender or contract may be obtained from Regional Manager, NSCL, before submission of their offer.

EARNEST MONEY DEPOSIT:

- 12.1** Earnest money deposit is Rs. 200000.00 and should be paid online during uploading the e-tenders on the e-tendering portal of National Seeds Corporation Ltd., <https://indiaseeds.eproc.in>.
- 12.2** No interest will be allowed on the Earnest money from the date of its receipt until it is so refunded.
- 12.3** The EMD amount shall not be converted into a part of Security Deposit if the party desires.

FORFEITURE OF EMD:

- 13.1** In the event of a e-tenderer, whose tender is received within the closing date and time of the tender as specified, withdrawing his tender before the receipt of the final decision or in the event of e-tenderer whose e-tender has been accepted, failing to execute an agreement within 7 days from the date of giving the offer and/or failing to deposit Security amount within 10 days from the date of executing an Agreement, the Earnest Money deposited by such e-tenderer shall be forfeited without any intimation and in the later case the tender also shall be cancelled and order will be placed with other party/parties either from tender.
- 13.2** When the party has declared in Technical Bid that his offer is as per the tender specifications but differ in specifications given in Price-Bid, his offer shall stand invalid and the EMD will be forfeited.

- 13.3** When the party has declared in "Technical Bid" that it has its own vehicles (with valid documents) as well as has tie up for the obtaining the vehicle on hire, however found latter on that it has not either its own vehicles (claimed in technical details) or it does not have tie up for the vehicles, it claimed in technical details, the EMD of such parties will be forfeited.
- 13.4** If L-1 rate is received from two or more parties in a particular range of transportation, the order of transportation will be split in proportion for that range amongst all L-1 rate quoting parties and on denial by some party for execution of Agreement & acceptance of order for part award of transportation contract, their EMD will be forfeited .

AWARD OF e-TENDER, EXECUTION OF AGREEMENT:

- 14.1** A Letter of Intent will be issued to successful tenderers for executing the Agreement within 7 days from the date of issue of Letter of Intent on a non judicial Stamp Paper of Rs. 500/- (Cost of Stamp Paper will be borne by the Party) Order will be issued only after execution of Agreement.
- 14.2** Transportation is to be undertaken immediately on execution of Agreement & placement of order as per the directives issued by NSCL from time to time during contracted period.

DETAILS OF MATERIAL TO BE TRANSPORTED, DELIVERY PERIOD ETC.:

- 15.1** Details of material to be transported, Delivery period etc. are given in Annexure-1 in detail.
- 15.2** It should be noted that Transportation trips can be decreased/increased depending upon crop conditions and approved rate will be valid for one year from the date of execution of agreement for any additional transportation during contracted period.

RIGHT FOR ACCEPTANCE OR REJECTION OF TENDER:

- 16.1** The Management of NSCL, reserves the right to accept or reject any or all the tenders/Cancel the tenders and split the order for any quantity to more than one party at the tender lowest rates without assigning any reason thereof.

**SECTION - I (PART -B)
GENERAL TERMS AND CONDITIONS OF CONTRACT**

VALIDITY PERIOD OF THE AGREEMENT: (RATE VALIDITY)

1.1 The validity period of the agreement will be for a period up to 31.03.2020.

PLACEMENT OF ORDER & CANCELLATION OF ORDER.

1.2.1 The order will be placed on execution of Agreement & not before that.

1.2.2 If for any reason as covered by the terms "FORCE MAJEURE" the Corporation requires less quantity of transportation, the Corporation shall have right to cancel order for the balance transportation not required by the Corporation.

ISSUE OF BUILTY /LORRY RECEIPT AND SUBMISSION OF BILL:

2.1 The contracted party will issue bulity /lorry receipt for every transportation undertaken.

2.2 All the bills for the transportation should be raised in the name of Regional Manager, NSCL, Jaipur during the contracted period. Bill should have GST Nos. printed on them (if applicable).

SECURITY DEPOSIT :

3.1 The successful tenderer will have to remit Security Deposit of Rs. 200000.00 in the form of Demand Draft (of Nationalized /Scheduled Bank only), drawn in favour of NATIONAL SEEDS CORPORATION LTD., JAIPUR.

3.2 The Successful Tenderer will have to remit Security Deposit within 15 days from the date of Agreement, failure of which EMD will be forfeited and contract will be treated as cancelled and order will be placed with other party/parties either from tender.

3.3 The Security money would be retained upto the validity period of the Agreement and will be refunded thereafter without any interest on the Security Deposit after completion of procedure.

PAYMENT:

4.1 In case no problems are observed in transportation, 100% Payment will be made after receipt of proof of delivery of material in good condition in the form of consignee's receipt and after deduction of TDS at applicable rates. Here consignee receipt means prescribed documents applicable in Region, duly acknowledged by receipt of goods and its stamp on it.

4.2 If the transporter engages Truck not pertaining to him and of other owners, the transportation contractor will be liable for all type of damages for the NSCL goods, if occur.

- 4.3 Deduction for the Shortages/Damages, if any will be made from the 100% payment proposed after receipt of proof of delivery of goods.
- 4.4 In case, Government levies any taxes, duty to be recovered from the transporters payment, this is entitled to recover the same.

MODE OF PAYMENT:

- 5.1 Payment will be made on receipt of Bill from the Transporter alongwith other required documents prescribed by Regional Office and certificate from Area Manager/Farm Director etc., by RTGS/NEFT only. Payment will be released from Regional Office of NSC Ltd. only and not from the material receiving destination.
- 5.2 The Corporation will not make any advance payment towards bills.

FAILURE IN SUPPLY AND FORFEITURE OF SECURITY DEPOSIT:

- 6.1 The Transporter firm shall provide the Truck within **twenty four hours** from the time of demand of vehicle by NSCL. The contracted firm has to provide the authorized person's contact Phone No., Mobile No., Fax No., E- mail address for the purpose of placing the demand of vehicle. NSCL can put their demand of vehicle by any means of mode like Phone / Mobile / Fax / E-mail / SMS / Letter. Time recorded on Fax / SMS / E-mail / Letter whichever is earlier, will be taken as time of intimation of requirement of vehicle. After **twenty four hours** NSCL will have right to hire a vehicle from the market without any intimation to the Transporter. Any excess cost including difference in freight and loss to the Corporation will be recovered from the Payment dues / EMD / SD of the contracted firm. It has been agreed by the parties to the Agreement that the adherence to time schedule is the one of the prime conditions of the Contract and in no case the transporter will take any excuse of alivement of Contracted period for execution of the order arise out of this agreement. NSCL will have rights to forfeit the Security Deposit in the event of failure of part or complete transportation and order will be placed with other party/parties either from tender and contracted party will have binding to pay the difference towards the additional expenditure incurred for effecting such transportation from other parties.
- 6.2 NSCL would be at liberty to engage another transporter if the successful tenderer failed to provide the Truck within stipulated period and under such circumstances the additional Expenditure incurred will be recovered from the transporter. The recovery of the same will be done from the bills payable or from the Security Deposit.

Note: If it is found that providing vehicle is delayed often in search of cheaper rate vehicle in the market and NSCL dispatches are delayed, such parties will be considered as failure and will be blacklisted.

RATE OF PENALTY FOR DELAY IN PROVIDING TRUCK AND DELAY IN TRANSPORTATION :

- 7.1 Delay in providing trucks as per schedule intimated by Regional Office will attract penalty at the rate of **2% of the freight charges** per day per Truck.

- 7.2 The transportation should be completed @250 Kms. per day (upto midnight of respective day) excluding the day of loading to any destination (in State or Outstate) (Sundays & holidays will be considered) failure of which penalty at the rate of 2% of freight charges per day per truck will be imposed. For justified delay, case to case consideration will be given based on merits of the case.

RIGHT TO CHANGE/MODIFY THE ORDER TERMS/CONDITIONS ETC.:

- 8.1 The entire contents of the tender documents shall form part of the Agreement unless changed or modified by part or whole separately. No additional terms and conditions raised/claimed by the Contracted firm will be entertained other than reflected in prescribed tender form issued and entertained under this agreement.
- 8.2 The Corporation reserves the right to change/modify the conditions or incorporate additional ones if deemed necessary and the same will be binding on Contracted firm. The intimation given in official letter / form from the authorized signatory on behalf of NSC Ltd. will be treated as a modified version of the terms/conditions and ultimately will be the part of this agreement. No contracted firm will liable for any claim whatsoever in the matter.
- 8.3 Where the contracted firm has been allotted more than 1 item (s) under this agreement and where it has been experience that the supplies of some of the items where the orders have been issued has been restrained, the schedule has not been adhered, the party at No. 1 to the agreement will have authority to compensate the quantum of liquidate damage from the payment of such items for which effective delivery have been taken place.

ARBITRATION:

- 9.1 Any dispute which may arise pertaining to terms and performance of contract to Hon'ble Chairman cum Managing Director, NSC Ltd., as "Sole Arbitrator". Decision of the Sole Arbitrator will be final and binding on both the parties.
- 9.2 The venue of Arbitration shall be New Delhi or any other suitable place decided by the Corporation.

JURISDICTION FOR LEGAL MATTERS:

- 10.1 If any dispute arises and if for any reason the matter has to be referred to the Court of Law, alone will have the jurisdiction or decided by the NSC Ltd.

TERMINATION OF CONTACT.

- 11.1 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 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 from him any resultant loss sustained or costs incurred.

AGREEMENT VALIDITY.

- 12.1 This agreement entered into shall be valid up to 31.03.2020.**
- 12.2 The agreement to which these terms and conditions form a part shall be in force till the job for which the transporter has been engaged is completed to the entire satisfaction of NSC, this can be extended for One Years on mutual consent of both.**

... 13 ...
ANNEXURE - 1

DETAILS OF MATERIAL TO BE TRANSPORTED ALONGWITH SPECIAL TERMS AND CONDITIONS OF CONTRACT IF ANY :

I. TRANSPORTATION LOAD :

1. The various types of seeds to be transported from Area Office/Farm, NSC Ltd., ----- to various NSCL destinations in as well as Outstate. The expected No. of Trips will be based on actual load for transportation during contracted period.

SPECIAL TERMS AND CONDITIONS OF CONTRACT:

1. LOADING / UNLOADING OF MATERIAL :

The loading, unloading will be borne by the corporation however, the other charges like Warai (Overheads) will not be the liability of the corporation and it will be totally on the part of transporter. The NSCL may at its discretion, avail the facility of loading provided from time to time at the rate mutually decided by both the parties to their agreement. The NSCL will not pay any additional charges like demurrage etc. at loading /unloading center.

2. FIXATION OF DISTANCE :

The Kilometrage will be considered from Area Office/Farm, NSC Ltd., ----- and for some regular NSCL places, the Kilometrage will be mutually finalized at the time of doing contract. For current destinations, distances available with NSCL will be considered. For odd places the Kilometerege will be finalized from Road Map or by internet road distance calculator site by the shortest route. The vehicle has to be weighed before loading and after loading at weight-bridge and the additional distance for this weighing should be included in the rate quoted.

3. ONEWAY TRANSPORTATION CHARGES:

The Transportation Charges will be paid on one way distance only.

4. TRANSPORTATION OF SEED ETC. ON RETURN TRIP :

It will be binding on the contractors to transport the seeds and any other materials on return trip, if available, in the same rate applicable.

5. TRANSIT INSURANCE OF SEEDS :

The corporation will arrange for transit Insurance of seeds under transportation and hence in case of any accident and damage to seeds under transportation, the transporter should give the intimation at the earliest so that necessary claim with Insurance Company can be made. If NSCL does not get the claims due to the fault on part of the transporter then in that situation the entire damage caused will be recovered from the transporter.

6. TRANSPORTATION OF SEEDS BY SAME TRUCK :

Transportation of seeds should be completed by the same Truck in which the material is loaded at Area Office/Farm, NSC Ltd. Thus, shifting of seeds from one Truck to another will not be permitted on any ground either at local level or in between the transport except in emergency i.e. failure of Truck somewhere in between the transportation. In that case shifting of seeds from one Truck to another Truck should be done with prior permission from NSC Ltd..

If it is observed that the seeds is transported by another vehicle than the one in which material is loaded at Area Office/Farm, NSC Ltd. a penalty of Rs. 5% of the freight charges per day per Truck. will be imposed besides penalty for delay in transportation. In such case the NSCL management will be empowered to forfeit the Security Deposit of the party and blacklist him.

7. SUBMISSION OF BILL WITH CONSIGNEE'S RECEIPT WITHIN 15 DAYS OF TRANSPORTATION:

It will be the responsibility of transporter to submit the bill with consignee's receipt within 15 days of transportation. In case there is any problem in submitting bill with consignees receipt, it should be informed to Area Office/Farm, NSC Ltd. in next seven days for the same. If party failed to intimate during this period, party will be solely responsible for the losses being incurred by NSCL.

8. EXTRA CHARGES FOR UNLOADING AT MORE THAN ONE DESTINATION :

If the unloading is done at more than one destination during single trip the extra charges of Rs. 400/- per destination will be given by NSC Ltd.

9. RTO CHARGES FOR PERMIT FOR OUTSTATE TRANSPORTATION, OCTROI & TOLL TAX (IF APPLICABLE) :

RTO charges for permit for outstate transportation will not be borne by the Corporation and it has to be borne by the transporter. However, octroi (if applicable), Toll tax & Octroi Transit Pass Fees if any will be reimbursed by NSCL on production of original receipt/s for the same.

10. REVISION IN RATE DUE TO VARIATION IN DIESEL RATES :

The rates will be valid for the period mentioned in the Agreement. During the contracted period, if the hike in Diesel price is more than 5%, then only from the date on which the Diesel hike exceeds 5%, the corresponding increase in Transportation rate will be given. This principle shall also apply in case of reduction in the rates of Diesel. For this purpose the base rate of Diesel shall be the rate as on last date of submission of bids. After increase/decrease in 5% Diesel, the corresponding hike / reduction in rate of Transportation shall be as per following formula:-

$$\frac{\text{Increase / decrease in Diesel price (Rs./Lit.) Hike / reduction in rate of Transpn.}}{\text{Average of vehicle (km/Lit.)}} = \text{----- X Distance (km).}$$

Example: The average of Truck- 4.5 km (9 Mton) & Metadore-8 km (3 Mton) shall be considered to calculate hike / reduction in rate of Transportation. For example, if there is hike of Rs.2/- per Liter (over 5% Limit), the hike in rate of transportation in case of Truck (9 Mton) shall be 2.00 / 4.5 km for 9 Ton = 44 paise per km shall be granted in case of Metadore (3 Mton) shall be 2.00 / 8.00 km for 3 Ton = 25 paise per km shall be granted.

SECTION - II (PART - A)
e-TENDER FORM (COMMERCIAL AND TECHNICAL BID)

To,
Regional Manager,/ Farm
National Seeds Corporation Ltd.

Sub: e-Tender for Transportation of Seeds by Truck.
(e-Tender No. NSCL/--/--).....

Sir,

- D) I/We have read all the various terms and conditions of the above tender and hereby agree to abide by the said conditions.
- II) I/We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I/We will be liable to forfeiture of my/our Earnest Money.
- III) I/we hereby declare that the rates offered are for the seeds mentioned in the Tender (Annexure-1) only.
- IV) The prescribed Earnest Money of _____/- (in words Rs. _____ /-) is deposited online and its Transaction ID Number is _____ dated _____ (Name of the Bank _____).
- V) The full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies if:-
- a. My/Our offer is found differing in any respect (Terms & Conditions, Specifications) in Price bid. In that case the offer shall stand rejected without any legal claim or liability on NSCL.
- OR
- b. I/We do not execute an agreement within 07 days from the date of giving the offer and
- OR
- c. I/We do not deposit the Security Amount mentioned in the Agreement within 10 days from the date of execution of Agreement.
- OR
- d. I/we/am/are considered for placing trial order being successful tenderer before entering into an agreement and if the trial order supply is not as per tender specification.
- OR
- e. I/We do not have the availability of sufficient nos. of trucks as TRUCK OWNER/TRANSPORT CONTRACTOR for transporting the seeds quoted as declared & specified in the "Technical Details".
- VI) Technical details are as given in the following format.

FORMAT OF TECHNICAL DETAILS

Note –Following details should be given completely, failure of which the tender will not be considered as technically eligible and rates quoted will not be considered for evaluation.

- 1. Whether participating in this tender as TRUCKS OWNER / TRANSPORT CONTRACTOR.**
-

- 2. Complete name of the unit.**
-

- 3. Place of working.**
-

- 4. Whether Sole firm/Partnership firm/Co-operative/Attached with Govt. Company**
-

(Attach the necessary valid document in support of claim as well as GST Registration (if applicable) and Registration of Establishment under Shop and Establishment Act (if applicable) (Attach copy of both).

- 5. Name of Bankers : _____**

- 6 a. PAN Registration No. _____**

b. GST Registration No. (if applicable)

c. Shop & Establishment Act (if applicable) _____

- 7. INFRASTRUCTURE AVAILABLE FOR TRUCK TRANSPORTATION.
(ATTACHED SEPARATE SHEET IF SPACE IS INADEQUATE)**

a. No. of Trucks owned with registration Nos. (if applicable)

(Attested Xerox copies of latest tax book and Insurance Certificate including Registration Number, Ownership and Insurance Position should be submitted in envelope No. 1)

b. No. of Trucks which can be made available by transporters besides own vehicles (Maximum - 5) with their Registration Nos.

(* Parties claiming as TRUCK OWNER or as TRANSPORTATION CONTRACTOR should provide details & documents accordingly as demanded under the respective head as given above in Sr. No.7.)

8. Details of the past experience with NSCL/ Other Organisation and the value of transportation done (Last two years). (Attach separate sheet if space is inadequate)

9. Details of the participation made in other organizations (in the current year) for the Item quoted. (Attach separate sheet if space is inadequate)

VII. List of documents enclosed is as given below.

1. _____
2. _____
3. _____

Thanking you.

Signature _____

Place: _____

Name of Authorized Signatory _____

Date : _____

Address _____

SEAL

Phone No.: _____

Mobile No. : _____

FAX No. : _____

e-mail : _____

SECTION - II (PART - B)
e-TENDER FORM (FINANCIAL BID)

To,
Regional Manager,/ Farm
National Seeds Corporation Ltd.

Sub: e-Tender for Transportation of Seeds by Truck.
(e-Tender No. NSCL/--/--).....(Name of Units)

All the booking will be on "To Be Billed" basis. The freight charges shall be on per ton per km basis inclusive of the loading and bridge crossing charges and toll etc. It shall be on a slab system as follows:

For Distance (in Km)	Freight Rate (Rs./- Ton/-Km)	
	5 MT to 8.9 MT	9 MT and Above
0-100		
101-200		
201-300		
301-500		
ABOVE 500		

For Distance (in km) Freight rate (Rs./-ton/- km) inclusive of Service Tax

The distance of 25 km. minimum will be considered for billing and beyond 25 Km will charged on actual km. basis and minimum guaranteed weight will be 50 Qtls.

Signature _____

Place: _____

Name of Authorized Signatory _____

Date : _____

Address _____

SEAL

Phone No.: _____

Mobile No. : _____

FAX No. : _____

e-mail : _____