



NATIONAL SEEDS CORPORATION LIMITED  
(A Government of India Undertaking)  
Plot No. 24, Phase-IX, Industrial Area-62  
Regional Office: Mohali-Chandigarh  
PH.No.2215388/2214388

No.1 (5)/H.R/NSC/CHD/20-21

Dated : 10th March,2021

**E - TENDERING FOR TRANSPORTATION OF SEED FOR THE YEAR 2021-22**

Bids are invited for transportation of seed from Punjab, Haryana & J&K i.e. Jalandhar/Bhatinda/Karnal/Delhi/Hissar/Kathua through e-tendering mode. For details visit website [www.eprocure.gov.in](http://www.eprocure.gov.in) / [www.indiaseeds.com](http://www.indiaseeds.com). Last date of Bid submission/opening of Technical Bid/Financial Bid is 1.00 PM/ 2.30 PM on 01-04-2021.

Any further corrigendum(s)/any addition or deletion to this tender shall be published on our website only.

Regional Manager

# NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)  
PLOT NO. 24, INDUSTRIAL AREA, PHASE – IX,  
REGIONAL OFFICE: MOHALI- CHANDIGARH  
(CIN NO: U 74899 DL 1963 GOI 003913)



## TERMS & CONDITIONS OF TENDER/ CONTRACT FOR TRANSPORTATION OF SEEDS

TENDER SHOULD BE SUBMITTED IN TWO BIDS SYSTEM **ONLINE** ONLY

Particulars	Details
Date of issue of NIT	11.03.2021
Date and time for submission of bid	01.04.2021 up to 1.00 PM
Date and time of opening of Technical Bid	01.04.2021 2.30 PM
Date and time of opening of Financial Bid	01.04.2021 3.30 PM
<b>Tender Fee : Online through RTGS/NEFT</b>	<b>Rs. 1180/-</b> (Rupees Five Hundred and Ninety Only)
<b>EMD: Online through RTGS/NEFT</b>	<b>Rs.1,00,000/-</b> (Rupees One Lakh Only)
Address for Communication	NATIONAL SEEDS CORPORATION LIMITED (A Government of India Undertaking) Plot No. 24, Phase-IX, Industrial Area-62 Regional Office: Mohali-Chandigarh PH.No.2215388/2214388
Contact details:	PH.No.2215388/2214388 Email: <a href="mailto:rm.chandigarh@indiaseeds.com">rm.chandigarh@indiaseeds.com</a>

Tender document may be seen on [www.indiaseeds.com](http://www.indiaseeds.com) , <https://indiaseeds.eproc.in> and <https://eprocure.gov.in> .

Regional Manager

## **INSTRUCTIONS TO BIDDER – ONLINE MODE**

### **DEFINITIONS:**

1. **C1 India Private Limited:** Service provider to provide the e-Tendering Software.
2. **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>.

### **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](http://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](mailto: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/- GST (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.

## **GENERAL TERMS & CONDITIONS OF THE CONTRACT**

### Terms and conditions for transportation of Seeds by Road

(On Annual Contract Basis) for the year 2021-22

No.1 (5)/H.R/NSC/Chd/20-21

Dated: 10-03-2021

1. The Tenderers should go through the terms & conditions before submitting their tenders.
2. E-tenders are to be invited in the prescribed format both for technical & commercial bid on our website <http://indiaseeds.proc.in>
3. The Tenderers should have to pay Rs.1180/- inclusive of GST against tender form fees through On-line.
4. Tender submitted after prescribed time and date shall not be accepted. Tender will be received online up to 1.00 P.M. on 01-04-2021 and technical bid/ financial bids shall be opened on the same day at 2.30 p. m.
5. In confirmation to acceptance of all the tender terms and conditions the tenderers are required to sign on all the pages of tender document and submit with the offer along with Technical bid.
6. Conditional tender shall not be accepted.
7. Commercial bid should contain only rate in the prescribed form and all other detail should be given in technical bids.
8. The MSME's registered companies/Transporters are exempted to pay the required EMD subject to valid documentary proof of registration with NSIC.
9. The Tenderers should have minimum of 5 Trucks in his fleet either owned or on lease basis alongwith supporting documents of hiring/associating the said number of trucks and Xerox copies of RC books.

### **Other Terms and Conditions**

1. The Transporter shall deposit Rs. 1, 00,000/- (Rupees One Lakh only) towards earnest money deposit (EMD) at the time of furnishing the tender through one-Line. While furnishing the tender, it is clarified that EMD/Tender Form fees for each station i.e. A.O Karnal/Hissar/Jalandhar/ & PC Bhatinda/Kathua will be submitted separately. The EMD will be kept with NSC till the end of the agreement period in respect of successful tenderers. Upon acceptance of the tender by NSC he shall also remit Rs. 2, 00,000/- (Rs. Two lakh only) towards security deposit. These deposits are not entitled for any interest and shall be made by Bank draft in favour of NSC drawn on State Bank of India 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 of Rs. 200000/- (Rupees Two lacs only) NSC reserves the right to forfeit the security deposit (in part or full) in the event of the failure for the transporter to comply with terms of the contract. The security deposit or such part there-of as has not been forfeited or adjusted will be refunded to the transporter only on the 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 damage 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 of 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 seeds of all crops, Potato seeds and such other goods as certification and packing material, NSC may specify.
3. It should be understood by the transporter that the NSC's goods specially Potato seeds 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 the 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 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 value or 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 be against NSC on account of such

division of work. However, while deciding the L-1 party preference will be given having maximum slab in the tender.

5. The transporter will collect the goods from the godown namely Karnal, Delhi, Hissar, Jalandhar, Bhatinda & Kathua or storage locations as required by NSC from time to time on each occasion without any extra charge. Loading and un-loading charges will be borne by the transporter.
6. Transporter will ensure that vehicle/truck entering into the NSC premises should have valid pollution control certificate/other legal Documents.
7. The transporter shall make available the trucks and lift the consignment within 24 hours of placing the order by NSC for Punjab, Haryana, J&K HP and Delhi and within 48 hours for all other stations outside the region. 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 stock within stipulated hours of NSC intimation other-wise NSC have right to transport the goods through any other transporter by collecting spot quotation from market and in the 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 security deposit at the credit of the transporter or next bill of concern transporter.
8. The Transporter will have to inform the number of trucks owned by them with copy of the valid registration of the vehicle issued by RTO NSC may decide the capacity of the transporter for award of work.
9. The transporter will be entirely responsible for obtaining the `permits sale tax form etc. (if any) wherever necessary such as for inter-state entry free passage etc, failure to obtain these forms from consignor and the resultant delay will be entirely at the risk of the transporter and NSC's is not liable to pay any charge on account of detention of trucks etc, or on way for want of any permit/clearance. If the consignment dispatched to more than one station in the same Truck, the distance and rate will be calculated for last station for calculating the freight charges.
10. The consignment shall be delivered by the transporter at the consignee address at the specified destination on door delivery basis during office hours i.e. 10.00 hours to 17.00 hours on working day within one day within the transit period of 250 Kms per day. 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 about 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.

11. The transit period specified in clause 10 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 deliver the consignment within the time limit specified NSC shall have the right to levy a penalty as follows for delayed delivery.

Proper receiving such as qty received alongwith receiving date should be taken from party failure to do so penalty will be charged as deemed fit by competent authority.

Sr. No.	No. of days beyond the transit period	Percentage of freight charges as penalty per day of delays per truck
1	For the delay up to 50% of the 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 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 total penalty would not exceed the total freight per truck.

12. For transporting the seed, it is also made clear that payment charges made on actual KM and weight basis.
13. (a) 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, unloading statistical and bridge crossing charges. It shall be on a slab system as follows.
- (b) The minimum distance of 25 Km will be considered for billing and beyond 25 Km will be charged on actual Km basis and minimum guaranteed weight of 10qtls. (1 MT) will be considered for billing.**

Sr. No.	(On Ton/ KM basis)	For Distance Freight rate (Rs/ton/km.)						
		0-25	26-50	51-100	101-200	201-300	301-500	501 & above
1	Above-35 Ton							
2	25-35 Ton							
3	21-25 Ton							
4	16-21 Ton							
5	9-16 Ton							
6	6-9 Ton							
7	4-6 Ton							
8	2-4 Ton							
9	1-2 Ton							

**Note:**

(For example if the distance is upto 0-25.9 km then the rate of distance will be charged on lower slab i.e. 0-25 per ton per km basis and next slabs will also be calculated on same pattern accordingly)

**Note:** In case of multiple point delivery the rate will be fixed based on the distance between dispatching units to last location of delivery.

**For Distance (in km) Freight rate (Rs./Ton/Km) inclusive all kind of taxes if any.**

14. Rates agreed are exclusive of GST inclusive of all other things, if any.
15. 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 payment freight charges shall be made on to be billed basis.
16. For billing or payments km calculation shall be based on Shortest Distance by the approved road map is that **distance calculator.net(Globe feed) and Google Map. However, first preference will be given to distance calculator.net.**
17. Payment will be made by account payee cheque or through RTGS in favor of the transporter by the Regional Office on the basis of the actually net weight of the goods shown 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 NSC before making payment to the transporter. TDS will be deducted as per rule.
18. No detention charges will be payable for the first 24 hours of detention of trucks at the originating station in 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.
19. If the consignment is delivered short of the destination or at some other destination, less otherwise permitted by NSC in writing NSC will not pay the freight charges to the transporter.
20. 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 sale price along-with the damage liable for payment by NSC on the consignment due to non supply of seeds to seed user/indenters. For other good the transporter shall pay the entire cost of the goods and the packing material.

21. No trans-shipment is allowed in between the destinations. For any reason such as breakdown accident etc. If the work 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. Except the extraordinary justifiable situation such as accident break down road blockage etc, no transportation 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 trans-shipment is resorted to and the truck No. is changed, the transporter shall justify the same to NSC's satisfaction. For delay/damage on account of transshipment not accepted by NSC penalty shall be twice the penalty prescribed for normal delay/damage.
22. No endorsement shall be made on the LR/GC to the effect the consignment is carried at the owner's risk and it should be on Carrier's risk only.
23. 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 conditions 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.
24. 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 on mutual consent in writing.
25. 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 reasons what so ever 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 its convicted or punished under the provisions of any status. 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 un- expired period of the contract at the risk and cost of the transporter and to claim from him any resultant loss sustained or costs incurred.

26. In the event of any question dispute or difference arising under or in connection with the agreement, the implementation or its satisfaction the same shall be referred to the sole arbitrator, who may be appointed by the Chairman-cum-Managing Director NSC. The venue and cost of the arbitration shall be at the discretion of the arbitrator. It is agreed by other 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.
  
27. Whenever diesel price reaches 15% of the existing diesel price per liter the revision in transportation rate shall be considered. The freight rate in subject to revise at the rate of Rs.0.0003 per kg/km for every 100 paisa statutory increase/decrease in diesel price (including taxes applicable at Mohali-Chandigarh)

## TECHNICAL BID

The Regional Manager  
National Seeds Corn Ltd  
Plot No.24, Phase-IX, Industrial Area  
Mohali-Chandigarh

1	Name & Address of the Company with complete address, Contact No. & E mail Address	
2	Type of Firm i.e. Name of the Proprietorship/Partnership/Pvt.Ltd/Public Ltd Company	
3	Number of trucks/Registration Nos.(Enclose list along with copy of Registration	
4	Details of Past Experience with Period, Qty & Amount (Govt Organization)	
5	Details of Tender fee deposit (On-Line)	
6	GST Registration No. (Encl.copy)	
7	Income Tax Pan No. (Encl. copy)	
8	ITR for FY 2018-19 ITR for FY 2019-20	
9	Bank Accounts Details A. Name of Banker & address B. Account No. C. IFS Code	
10	Reference of transportation work undertaken from (a)NSC (b)Work experience certificate from the Govt. organization for work more than Rs.50 lacs(Encl. copy)	
11	Details of EMD deposit (on-Line)	
12	Authorization of competent authority of the Firm to sign this Tender Document and participant in the tender in case if representative(Encl. copy)	
13	A self-Declaration Certificate that tenderer is not blacklisted in any office of the NSCL or any other Govt. Organization.	

Name & Signature of the tenderer

Addresss/Mobile No with official stamp

**FINANCIAL BID**

To

The Regional Manager  
National Seeds Corpn Ltd  
Plot No.24, Phase-IX Industrial Area  
NSC Mohali-Chandigarh

Sub: Your e-tender notice dated \_\_\_\_\_ for appointment of Transport contract for the year 2021-22 on per ton/per Km.basis.

Sir,

We have carefully gone through the terms & conditions prescribed for entering into contract for appointment of contractor. My/our lowest and firm rates for different slabs are as under. Rates quoted per metric Ton per kilometer in rupees (the rates quoted inclusive of loading and unloading) including all taxes etc:-

**Rate for Area Office \_\_\_\_\_**

Sr. No.	(On Ton/ KM basis)	For Distance Freight rate (Rs/ton/km.)						
		0-25	26-50	51-100	101-200	201-300	301-500	501 & above
1	Above-35 Ton							
2	25-35 Ton							
3	21-25 Ton							
4	16-21 Ton							
5	9-16 Ton							
6	6-9 Ton							
7	4-6 Ton							
8	2-4 Ton							
9	1-2 Ton							

Note: Preference will be given to firm which quoted L-1 rates in maximum slabs and negotiations will be done with the firm for work on L-1 rates quoted by other firms/negotiated rates. Decision of RM will be final.

I/We agree with all the terms and conditions as laid down by your Corporation.

Place:

Date:

Name & Signature and seal of Authorized Signatories with official stamp