

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

REGIONAL OFFICE: BANGALORE

(CINNO: U74899DL1963GOI003913))



TERMS & CONDITIONS OF ANNUAL TENDER CONTRACT FOR TRANSPORTATION OF SEEDS AND PACKING MATERIAL FROM DIFFERENT LOCATIONS UNDER BANGALORE REGION FOR THE YEAR 2021-22

TENDER SHOULD BE SUBMITTED IN ONLINE ONLY

DATE/ TIME OF DOWNLOADING THE TENDER	: 26.04.2021 / 13.00 Hrs
DATE / TIME OF CLOSING OF TENDER	: 18.05.2021 / 15.00 Hrs.
OPENING OF TENDER (TECHNICAL BID)	: 18.05.2021 / 15.30 Hrs.
OPENING OF TENDER (FINANCIAL BID)	: IMMEDIATELY (After Evaluation of technical Bids)
COST OF TENDER FORM (Nonrefundable)	: Rs.1180/- (inclusive of GST 18%)



Signature :-
Subject : CN=DEVASIGAMANI ASHWIN, SERIALNUMBER=2035d4fe20bae89488f496e7d71
ab3e3fcc1416a393f599e6d567e6c881eb03, ST=RAJASTHAN, OID.2.5.4.17=
302001, OID.2.5.4.65=1486752a6e57e750ec43e5d77aa8d8bda0f94fbc8c24
161a0f628e4a237e9a00, OU=IT SECTION, O=NATIONAL SEEDS CORPORATION
LIMITED, C=IN
User ID : ashwin.d
Serial No : 13D268C

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National Seeds Corporation Limited
(A Government of India Undertaking)
REGIONAL OFFICE BANGALORE
UAS CAMPUS HEBBAL
BANGALORE 560024

NOTICE INVITING E-TENDER

No. 5(1)/MKTG/ Tender/ NSC-BNG/2021-22/

Dated: 23.04.2021

National Seeds Corporation Limited, Regional office, Bangalore invites tender for transportation seeds within Karnataka and throughout India through e-tendering for Annual transportation of Seeds & packing material from reputed transporters from different places under the NSC Area offices.

Particulars	Details
Name of the tender	Annual transportation Contract 2021-22
Date of issue of NIT	24.04.2021
Tender Document Download Start Date/time from website https://indiaseeds.eproc.in	26.04.2021 (13.00 Hrs.)
Tender Document Down load End Date/time	18.05.2021 (Till 13.00 Hrs.)
Date and time for submission of online bid	From 26.04.2021 (13.00 Hrs.) To 18.05.2021 (15.00 Hrs.)
Date and time of opening of Technical Bid and Price Bid via Online mode at NSC, RO Bangalore	18.05.2021 at 15.30 Hrs.
Tender Fee(To be deposited online)	Rs. 1180 .00 (One thousand one hundred & eighty only) inclusive of GST
EMD(To be deposited online)	Rupees Two Lakh only
	National Seeds Corporation Limited Regional office UAS Campus - Hebbal Bangalore 560024
Clarification required if any the Contact Person is Asst Logistics/ I/C Marketing during working days in working hours	Asst Logistics/ I/C Marketing <i>Email:nsc.bng.mm@gmail.com</i> <i>Ph.080-23415816 / 23416824</i>

Note: EMD of Rs 2.00 Lakh deposited for previous tender (Tender Id 23497) will be considered for this tender.

1. Tender without EMD except the tenderer those who have already deposited Rs 2.00 lakh for tender id 23497 will be rejected.
2. NSC reserves the right to make any alteration /modification in the tender documents or cancel the tender at any stage without assigning any reason
3. Any changes in the tender documents will be informed through corrigendum only in e-procurement portal and our website www.indiaseeds.com

Regional Manager



PART – A.



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SECTION-I

INSTRUCTIONS TO THE TENDERES / BIDDER – ONLINE MODE

DEFINITIONS: C1 India Private Limited: Service provider to provide the e-Tendering Software.

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>.

(1). 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 (Bidders can see the list of licensed CA's from the link www.cca.gov.in) to participate in e-tendering of NSCL.

C1-IndiaPvt.Ltd. is facilitates for procurement of Class-III DSC's. DSC Procurement request may be sent to jatin.kalra@c1india.com for more details during NSCL working days.

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 in favour of M/s C1 India Private Limited through Online mode. Validity of Registration is ONE Year. After making the payment through online mode (i.e.Net banking, Debit card, Credit Card), Vendors have to send an e-mail intimation nsclsupport@c1india.com to Helpdesk for their profile activation. The account will be activated within 24 working Hours. All profile activations will be done only during NSCL working days. No profile activation will take place during NSCL Holidays & Gazette holidays.

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).

To participate in bidding, bidders have to pay Tender Document (Non-Refundable) and EMD (Refundable) as per the amount mentioned in the tender document through Online from <https://indiaseeds.eproc.in>.

Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>). The bidders who are MSE and registered with NSIC are exempted from paying EMD and tender document cost, for which they have to submit the documentary proof.

The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).

For help desk, please contact e-Tendering Cell and Help Desk Support.



NSCL Global Support E-Mail Id: nsclsupport@c1india.com

NSCL Global Support Telephone: +91-124-4302033 / 36 / 37 during Monday to Friday between 9.00 to 7.00 Hrs

(2). PREPARATION SUBMISSION OF APPLICATION

Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be submitted compulsorily online mode following the instructions appearing on the screen /NIT.

Tenderer / Bidder can pay tender document Fee as per tender document online through Internet Banking / Debit Card / Credit Card.

A Tenderer / Bidder manual containing the detailed guidelines for e-tendering system is also available on the portal.

(3). MODIFICATION/SUBSTITUTION/WITHDRAWAL OF BIDS:

The Bidder may modify, substitute or withdraw its e-bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date. Any alteration / modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the NSCL, shall be disregarded.

For modification of e-bid, bidder has to decrypt its old bid from e-tendering portal and upload /resubmit digitally signed modified bid. For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

(4). OENING AND EVALUATION OF APPLICATIONS

Opening of Applications will be done through online process. However, Corporation reserves the right for evaluation and decision based on tender submitted online. NSCL shall open documents of the Application received in electronic form of the tender on the Application due date i.e., in the presence of the Applicants who choose to attend. NSCL will subsequently examine and evaluate the Applications in accordance with the provisions set out in the Tender Document. The price bid will be opened of the responsive applicants. The date of opening of price bid will be notified later on.

(5). DISCLAIMER:

The vender must read all the instruction in the RFP and submit the same accordingly.



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PART –B



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Serial No : 13D268C

Essential conditions for Transportation of Seed by Road
(On Annual Contract Basis) For the year 2021-22

1. The National Seeds Corporation India Ltd. Bangalore (hereinafter called the consigner) invites sealed tenders for the transportation of seeds from different locations under its Area Offices on annual contract basis through e-Tender.
2. Tenders are invited under two bid systems 1) Technical Bid 2) Financial Bid from a reputed and experienced transport companies/firms or organizations.
3. Tender form can be downloaded from www.indiaseeds.com but after downloading tender document, cost will mandatorily paid through online i.e. RTGS/NEFT.
4. The terms & condition of the transportation & handling of seeds may be seen at Annexure-A.
5. The tenderers are clearly advised to go through the terms & condition carefully before filling the tenders. National seeds Corporation India Ltd, Bangalore, will not be responsible for any mistakes / error committed by the tenderers in filling of the tenders.
6. The tenderers are required to deposit the fixed amount of EMD Rs.2,00,000/- through e-procurement portal with the Technical & Commercial Bid. The Tender without which the tender will be rejected except for the tenderer who have already deposited EMD for previous tender id 23497.
7. No adjustment of EMD from the dues, if any, available with the corporation against the transportation made by the transporter in the past shall be allowed. Tenders with such request not accompanied by requisite amount of EMD and free from any adjustment shall be summarily rejected.
8. The MSME's registered companies / Transporters with NSIC certificate only are exempted to pay the required EMD.
9. EMD of unsuccessful tenders will be refunded within 30 days after finalisation the tender
10. The tenderer should have minimum of 10 Trucks in his fleet either owned or on leases basis along with supporting documents of hiring / associating the said number of trucks and **Xerox copies of RC books.**
11. The tenderer should have the capacity of providing minimum of 10 Trucks per day
12. The tenderer should have the minimum capacity to transport 1000 qtls per day.
13. **Tenderer should have minimum one year transportation experience in Seeds/Food grain/Agri. Commodities with any Govt. Organization/Semi Government/PSU and should have minimum turnover of Rs 50 lakh per annum.**
14. Job Order issued by email is considered as official communication for placement of truck.
15. Financial bid will be open for those parties only who qualify in technical bid.



16. Terms and Condition should be mandatorily signed by the authorized signatories of the Firm/company or organization and further it will become the part of Agreement.
17. **NSC reserves the right to make any alteration/Modification in the tender documents or cancel the tender at any stage without assigning any reason**
18. All the details pertain to Technical and Financial Bid should be submitted only through e – procurement portal.
19. All the required documents must be attached as per the format of technical bid.
20. Financial bid contains only rates in different slabs in Rupees per Tonne per km.
21. Upon acceptance of the tender by NSCL ,Rs.5.00 lakh in the form of BANK GUARANTEE from Nationalized Banks mandatorily deposited by the party as security deposit within 7 days after issuing of work order. The EMD deposited already will be adjusted against the security deposit.
22. Conditional Tender will not be accepted.

Regional Manager



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ANNEXURE-A

NATIONAL SEEDS CORPORATION LTD.
(A Government of India Undertaking)
REGIONAL OFFICE: BANGALORE

**TERMS AND CONDITION FOR TRANSPORTATION OF SEEDS BY ROAD (On annual contract basis)for
the financial year 2021-22.**

- 1) **Earnest Money & Security Deposit:** The transporter shall deposit through online Rs. 200000/- (Rupees Two lakh only) towards earnest money deposit through e-procurement portal. Upon acceptance of the tender by NSCL Bangalore, by a written communication, an amount of Rs.3.00 lakh is to be deposited or a Bank guarantee for an equal amount as Security deposit within 7 days. Thus the total amount of Rs.5.00 lakh inclusive of EMD will be treated as SD and not entitled for any interest. If the transporter fails to deposit the security deposit within the stipulated time, the earnest money deposited by the tenderer shall stand forfeited. The Security Deposit shall remain at the entire disposal of the Corporation for Security of the satisfactory execution & completion of work in accordance with the terms & conditions of the contract. The Corporation shall be at liberty to deduct any losses, damages, penalties etc. The MSME's registered companies / Transporters are exempted to pay the required EMD subject to valid documentary proof of registration with NSIC.
Note:- EMD of Rs 2.00 lakh deposited for previous tender (Tender id 23497) will be considered for this tender.
- 2) **Refund of EMD/Security:** On satisfactory performance and completion of the contract in all respect, the EMD / Security deposit will be returned to the transporter on the presentation of no due certificate from the units of the concerned zone.
- 3) **Execution of Agreement:** On the written communication with regard to acceptance of the tender, the transporter will enter into an agreement with the Corporation for transporting the seeds to the consignees safely as per schedule & terms & conditions. The tender documents and other terms & conditions will form a part of agreement. If the transporter fails to comply with the terms & conditions, the necessary action is to be initiated against him in addition to forfeiture of EMD/S.D. This agreement entered into shall be valid up to **31.05.2022**. On mutual acceptance it may be extended to a period of three to twelve months.
- 4) 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.
- 5) If L 1 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. **NSC at its discretion reserves the right to distribute the work to other parties who agreed to L1 rate.**
- 6) **Booking of consignment**
 - (a) The consignment of NSC's goods will normally contain seed material of such other goods as NSC may specify certification and packing material.
 - (b) 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 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 later shall pay the amount on demand from NSC without any dispute.

- (c) 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. No transporter can demand division of work but NSC may empanel/award more than one transporter at L-1 rates so that the movement of seeds is not hampered due to non-availability of trucks
 - (d) The transporter will collect the goods from the godown and storage locations as per dispatch orders as required by NSC from time to time on each occasion without any extra charge. The freight charge quoted and accepted is inclusive of loading and unloading charges and whenever loading and unloading charges are being borne by the NSC or NSC's seed producers the loading and unloading charges will be deducted from transport bills at the rate fixed for respective NSC Labour contractor.
 - (e) 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.
 - (f) 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. (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.
 - (g) No minimum Guarantee distance and quantity will be given for the job order, rather actual kilometer and quantity lifted by transporter as per job order is only eligible for payment.
 - (h) Transporter should ensure timely submission of their freight bills to the concerned Area office and to follow up for forwarding bills to Regional office for payment.
- 7) Period of contract: The period of contract will be for one year i.e 31.05.2022 further extendable to one year from the date of award of the contract. However, the Corporation may terminate the contract earlier than one year without any notice, if in the opinion of the company, the performance of the contract is not satisfactory or the transporter promises / offered bribe/ commission/ gift or any advantage through himself or his partner to the employees/ officers of the Corporation or failed to comply with the terms & condition.
- 8) Arrangement & placement of trucks at the godown
- (a) It is the duty of the transporter as per the Terms and Conditions of the agreement; the truck has to be placed according to the quantity mentioned in the Job Order & Locations. He has no right to demand for placing the truck of his own choice and demanding quantity for higher or lower as per his convenience.
 - (b) The transporter will ensure that vehicle/truck entering into the NSC premises, godowns and custom processing plants should have proper required documents as per Motor Vehicle act like valid pollution control certificate, RC , heavy duty driving license etc.
 - (c) The transporter shall approach concerned Area office and need not to wait for a call from the Area Offices after issue of Job order and make available the trucks and lift the consignment within 24 hours of intimation by NSC unless/otherwise mentioned in Job Order. NSCL would



be at liberty to engage another transporter if the successful tenderer failed to provide the truck within the stipulated period. 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 24 hours of NSC's intimation, NSC shall have the right to move 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.

- (d) If it is found that providing vehicle is delayed for more than 5 times by the transporter after issuing dispatching order, then such transporter will be considered as failure and will be blacklisted. The transporter EMD /Security deposit available with NSCL will be forfeited.
- 9) Terms of bookings: All the booking will be on to be billed basis. The freight charges shall be net on Indian Rupess/per Ton / Per Km basis inclusive of statistical, road toll tax & bridge crossing charges or any other taxes as octroi etc.
- 10) Calculation of distance: The distance will be calculated from city to city and not with reference to godown or storage points of concerned NSCL's office. Determination of distance will be made with reference to shortest distances as per Google map.
- 11) Detention: If any detention is expected or problem in unloading, the NSCL Official should be immediately informed. No detention charges will be payable for the first 24 hours of detention of truck at the originating station or at the destination station. For detention beyond 24 hours, NSCL 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 NSCL 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. If the consignment is delivered short of the destination or at some other destination unless otherwise permitted by NSCL in writing, NSCL will not pay the freight charges to the transporter.
- 12) Diversion: In case the contractor is directed in writing by an Officer of NSCL to carry the material further to any other destination after reaching the original destination as per delivery challan, the contractor would carry out such instructions. The payment of such diverted delivery of material will be the same as if it is direct delivery to the final destination.
- 13) Withholding & Non-delivery of consignment: The transporter shall not withhold the delivery of the consignment for any reason whatsoever and shall be solely responsible for any loss that NSCL may sustain on account of such 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 NSCL's prevailing sale price along with damages liable for payment by NSCL on account of consignment due to non-supply of seed to the seed users / indenters. For other goods, the transporter shall pay the entire cost of the goods and the packing materials.
- 14) Transshipment: 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. Except the extraordinary justifiable situation such as accident, 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 delay/damages on account of transshipment not accepted by NSC, penalty shall be twice the penalty prescribed for normal delay / damages.

- 15) Tracking of Consignment: The transporters have to share the daily tracking report with logistics Department of Regional Office & Consignee, for the Job Order issued with more than 500 kms distance.
- 16) Delivery of consignment.
- 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 of 300 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 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.
 - A clear acknowledgement should be obtained on the back side of LR with seal and signature and date of delivery from the consignee to whom the seed was booked. Material delivered wrongly not according to NSC dispatch orders, the same will at Transporter's risk and responsibility.
 - If the unloading is done at more than one destination during single trip, the extra charges of Rs.500.00 per destination will be given by NSCL.
 - If 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.

S. 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 of 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.

- 17) Hike in the prices of fuel: The rates quoted by the transporter shall be firm and final and shall not be subject to any escalation whatsoever throughout the period of contract or extended period thereof, if any , except for escalation/ de-escalation on account of increase/decrease in diesel prices provided here under. In case of any increase or decrease in the price of diesel, rates will be adjusted on the basis of 1 ltr. Equal to 4 km. which means for every 40 paise increase in diesel 1 paise per km/per MT will be allowed to the transporter as a increase & will be reduced in case of reduction. The retail price of diesel prevailing on the date of submission of the tender will be taken as the base rate and the rate revision will be allowed from the next Month commencement date i.e. 1 st June, 1 st July, 1 st Aug etc.



18) Payment & Income Tax

- a) The corporation will not make any advance payment towards bills.
- b) NSC will however not make any separate payment on account of insurance if arranged by the transporter.
- c) The payments towards freight charges shall be made on to be billed basis. For billing or payments, Kilometer calculation shall be strictly based on Google Map for the actual distance and actual quantity transported by the transporter
- d) Payment will be made in favour of the transporter through RTGS/NEFT (for this the Transporters has to give details of A/C Number with Bank Branch Name and IFSC Code on the letter head with cancelled cheque), by the Regional Office on the basis of the actually 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.
- e) NSC reserves the right to deduct the TDS as per the Income Tax Act 1961, from the bill amount which is due to the transporter according to the provisions of sec. 194C of the said act and rules framed there under as in force.
- f) Payment will be made to the transporter only on the original acknowledgements from the consignee. No payment will be released based on carbon copy/Photocopy of LR & Movement Certificate. In case of missing of original LR with acknowledgement, Indemnity Bond with confirmation of receipt of Goods in original from consignee either by letter or email.
- g) 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.
- h) Transporter should ensure to submit Original LR and original acknowledgement showing number of bags acknowledged, date of delivery with seal and signature of Consignee office. is must for releasing payment

19) Termination of the contract: 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 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.

20) 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.

21) Indemnity: Without prejudice to any other provisions in these conditions, the transporter shall be bound to keep the company (NSCL) or any representative or employee of the company (NSCL) fully indemnified against any action, claim, or proceedings under the provisions of any rules, regulations, bye laws, notifications, direction or orders having the force of law for anything done or omitted to be



done by the transporter in contravention of such provisions etc., for the infringement or violation thereof by him in the course of the execution or completion of the work under the contract and if, as a result of any such action, claim or proceedings, the transporter or such representative of the company, as the case may be, is adjudged to be liable to any penalties or to pay any compensation, such liability of the transporter and if, the company (NSCL) will deduct all amounts arising out of such liabilities from the security deposit of the transporter or from any other amount due and payable by the company (NSCL) to the transporter under this contract or any other contract and without prejudice to any other legal remedy available to the company (NSCL).

- 22) Contractor is liable for all taxes: The rates specified in the tender should be inclusive of sales tax, Service tax, toll tax, Octroi, custom duty, royalty or commission imposed by any authority of the state or central.
- 23) Transporter is liable for violating laws/rules & regulation: Transporter shall be responsible to secure compliance with all Central & State laws as well as the rules, regulations of the local authorities and statutory bodies as may be in force from time to time. The Corporation will not be responsible for any act of violation by the transporter.
- 24) Force majeure
- a) For purpose of this clause means an event beyond the control of transporter and not involving the transport fault or negligence and force-able. Such events may include, but are not limited to, acts or corporation either in sovereign or Contractual capacity war, revolutions, fire, floods, epidemics, quarantine restrictions.
- b) If a force majeure situation arises, transporter shall promptly notify in writing of such conditions and causes thereof within 48 hours. Unless otherwise directed by the transporter in writing, the transporter shall continue to perform its obligations under the contract as far as is reasonable practical and shall seek all reasonable alternative means of performance not prevented by force majeure.
- 25) Settlement of disputes (Arbitration)

In case of any dispute arises between NSC and other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, disputes remains even after discussions, then it shall be binding upon parties to resolve issue under the provisions of Arbitration and conciliation Act, 1996 as amended from time to time. Under this provision, the Chairman-cum-Managing Director, National Seeds Corporation Limited with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall be in English Language. The court of Delhi shall have the jurisdiction.



REGIONAL OFFICE: BANGALORE

TECHNICAL BID

Details should be filled up in e-Tender Portal and Attach the entire necessary valid documents in support of claim

Name & Address of the Company with complete, address, Contact No. & E mail Address	
Type of Firm i.e. Proprietorship/Partnership/Pvt.Ltd/Public Ltd Company	
Name and Contact nos. of Proprietor's/Partners/ Directors etc	
Number of trucks/Registration Nos.(Enclose list along with copy of Registration	
Details of Past Experienc in Seeds / food grain /Agri Commodities from the Govt. organization/Semi Gov./PSU with Minimum turnover of Rs 50 Lakh.	
Details of Tender fee deposit (On-Line)	
GST Registration No. (Encl.copy)	
Income Tax Pan No. (Encl. copy)	
ITR for FY 2018-19 ITR for FY 2019-20	
Bank Accounts Details A. Name of Banker & address B. Account No. C. IFSC Code	
Details of EMD deposit (on-Line)	
Authorization of competent authority of the Firm to sign this Tender Document and participant in the tender in case if representative(Encl. copy)	
A self-Declaration Certificate that tenderer is not blacklisted in any office of the NSCL or any other Govt. Organization.	
Acceptance Letter in below format to be attached in Company Letter Head	



Signature :-
Subject : CN=DEVASIGAMANI ASHWIN, SERIALNUMBER=2035d4fe20bae89488f496e7d71
ab3e3fcc1416a393f599e6d567e6c881eb03, ST=RAJASTHAN, OID.2.5.4.17=
302001, OID.2.5.4.65=1486752a6e57e750ec43e5d77aa8d8bda0f94fbc8c24
161a0f628e4a237e9a00, OU=IT SECTION, O=NATIONAL SEEDS CORPORATION
LIMITED, C=IN
User ID : ashwin.d
Serial No : 13D268C

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

Sub: Your e-tender notice dated for appointment of Transport contractor 2021-22 on per tonne /
Km. basis.

Sir,

We have carefully gone through the essential condition of tenders and terms & conditions prescribed for entering into contract for appointment of transport contractors as per Annexure A. My / our lowest and firm rates for different slabs are submitted through e-Portal. Rates quoted per Metric Ton per kilometer in rupees (the rates quoted must be inclusive of loading& Unloading)

I hereby certify that all the information mentioned is true and in case any information is found to be incorrect, my bid may be treated as rejected by NSC Management and I / we agree with all the terms and conditions as lay down by your Corporation.

Place:
Date:

Name & Signature and seal Of Authorized
Signatories with official stamp



Signature :-
Subject : CN=DEVASIGAMANI ASHWIN, SERIALNUMBER=2035d4fe20bae89488f496e7d71
ab3e3fcc1416a393f599e6d567e6c881eb03, ST=RAJASTHAN, OID.2.5.4.17=
302001, OID.2.5.4.65=1486752a6e57e750ec43e5d77aa8d8bda0f94fbc8c24
161a0f628e4a237e9a00, OU=IT SECTION, O=NATIONAL SEEDS CORPORATION
LIMITED, C=IN
User ID : ashwin.d
Serial No : 13D268C

NATIONAL SEEDS CORPORATION LIMITED
REGIONAL OFFICE: BANGALORE

FINANCIAL BID

Details should be filled up in e-Tender Portal

Loading within Karnataka

For Actual Distance Travelled (in km) Freight rate (Rs. Per MT of actual lifted quantity) inclusive of all Taxes

LIGHT WEIGHT SEED (GROUNDNUT, SUNFLOWER, PACKING MATERIAL/ VEGETABLE SEEDS etc.)

Quantity in Metric Ton and Distance in Kilometer

Distance in Km	3.0 to 4.99	5.0 to 10.00	10.01 to 16.00	16.01 and above
0 to 50				
51 to 300				
301 to 500				
501 to 1000				
1001 to 1500				
1501 and above				

HEAVY WEIGHT SEED (CEREALS, PULSES ETC):-

For Actual Distance Travelled (in km) Freight rate (Rs. Per MT of actual lifted quantity) inclusive of all Taxes

Quantity in Metric Ton and Distance in Kilometer

Distance in Km	3.0 to 4.99	5.0 to 10.00	10.01 to 16.00	16.01 and above
0 to 50				
51 to 300				
301 to 500				
501 to 1000				
1001 to 1500				
1501 and above				



Loading Outside Karnataka

For Actual Distance Travelled (in km) Freight rate (Rs. Per MT of actual lifted quantity) inclusive of all Taxes

LIGHT WEIGHT SEED (GROUNDNUT, SUNFLOWER, PACKING MATERIAL/ VEGETABLE SEEDS etc.)

Quantity in Metric Ton and Distance in Kilometer

Distance in Km	3.0 to 4.99	5.0 to 10.00	10.01 to 16.00	16.01 and above
0 to 50				
51 to 300				
301 to 500				
501 to 1000				
1001 to 1500				
1501 and above				

HEAVY WEIGHT SEED (CEREALS, PULSES ETC):-

For Actual Distance Travelled (in km) Freight rate (Rs. Per MT of actual lifted quantity) inclusive of all Taxes

Quantity in Metric Ton and Distance in Kilometer

Distance in Km	3.0 to 4.99	5.0 to 10.00	10.01 to 16.00	16.01 and above
0 to 50				
51 to 300				
301 to 500				
501 to 1000				
1001 to 1500				
1501 and above				



Signature :-
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ab3e3fcc1416a393f599e6d567e6c881eb03, ST=RAJASTHAN, OID.2.5.4.17=
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161a0f628e4a237e9a00, OU=IT SECTION, O=NATIONAL SEEDS CORPORATION
LIMITED, C=IN
User ID : ashwin.d
Serial No : 13D268C