

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA
COMPANY)

REGIONAL OFFICE: KOLKATA

ADDRESS: SECTOR-V, BLOCK-AQ, PLOT NO. 12,
SALT LAKE, KOLKATA-700091 (West Bengal)
(CIN NO: U 74899 DL 1963 GOI 003913)



TERMS & CONDITIONS OF ANNUAL TENDER CONTRACT
FOR TRANSPORTATION OF SEEDS, PACKING,
CERTIFICATION, TREATMENT MATERIALS, ETC. FOR
HILLY AREAS OF NORTH EAST STATES (INCLUDING
SIKKIM STATE) BY ROAD

TENDER SHOULD BE SUBMITTED IN ONLINE ONLY (THROUGH TWO BIDS SYSTEM)

**TENDER DOCUMENT AVAILABLE FOR ONLINE SUBMISSION: from 05.11.2024 to 26.11.2024 UP TO 14:00 p.m. on
NSC e-Portal: <https://indiaseeds.enivida.com>**

OPENING OF TENDER (TECHNICAL BID): Date 26.11.2024 at 14:30 Hours
**COST OF TENDER FORM: Rs. 1180/- (Rupees One Thousand One Hundred and Eighty only) incl.
all taxes/GST to be paid online only.**

Contact details:

Particulars	Telephone	E-mail	Fax
H.O. New Delhi	011- 25845525	mm@indiaseeds.com	011- 25841337
Regional Office – Kolkata	033- 23671077	nsc.kolkata.ro@gmail.com rm.kolkata@indiaseeds.com nsc.kol.marketing@gmail.com nsc.kol.mm@gmail.com	033- 23671076
NSC Web Site	www.indiaseeds.com		
NSC e-Portal	https://indiaseeds.enivida.com		

NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING-“MINIRATNA COMPANY”)
REGIONAL OFFICE: KOLKATA
SECTOR-V, BLOCK-AQ, PLOT NO. 12,
SALT LAKE, KOLKATA-700091 (WEST BENGAL)
(CIN NO: U74899DL 1963GOI003913)

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NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING-"MINIRATNA COMPANY")
REGIONAL OFFICE: KOLKATA
SECTOR-V, BLOCK-A-Q, PLOT NO. 12,
SALT LAKE, KOLKATA-700091 (West Bengal)

Notice Inviting E-Tender

No. Mktg-26/NSC:KOL/2024-25/

Date: 05.11.2024

National Seeds Corporation Ltd. (NSCL), Regional Office, Kolkata invites e-tender (in Two Bid Systems) from the reputed Transport Companies with good transport services and having no record of defaulting transport jobs for transportation of seeds, packing, certification, treatment materials, etc. for Hilly areas of North East States (Including Sikkim state) **by road** from different lifting points to different delivery points. The transportation work will be valid for the period of one year as well as the tender agreement may be executed up to 1 year after mutual consent between NSCL and the successful transporter (vide page no. 9, Part-B, Annexure-I, clause no. 3). This work will be effective from the date of agreement/issue date of work order.

Sr. No.	Particulars	Description
1	Name of Tender/Work	Annual Transportation Rate Contract for transportation of seeds, packing, certification, treatment materials, etc. for hilly areas of North East states (including Sikkim state) by road
2	Date of issue of NIT	05.11.2024
3	Tender Document Download Start Date/time from website https://indiaseeds.enivida.com	05.11.2024
4	Tender Document Download End Date/time	26.11.2024 (till 14:00 Hrs.)
5	Date and time for submission of online bid	From 05.11.2024 to 26.11.2024 (14:00 Hrs.)
6	Date and time of opening of Technical Bid via Online mode at NSC, RO Kolkata	26.11.2023 at 14:30 Hrs.
7	Tender Fee to be paid online	Rs. 1180/- (Rupees One Thousand One Hundred and Eighty only) incl. of all taxes/GST (exempted for MSME)
8	Earnest Money Deposit (EMD)	Rs. 1,00,000/- (Rupees One Lakh only) to be paid online (exempted for MSME party)
9	Clarification required if any, the Contact Person is Junior Officer-I (Logistics)/ I/C Marketing during working days and in working hours	Junior Officer-II (Logistics)/ I/C Marketing / Regional Manager e-mail: nsc.kol.mm@gmail.com / nsc.kol.marketing@gmail.com / rm.kolkata@indiaseeds.com Contact no. 033-23671077
10	Period of Work/Contract	One year w.e.f. the date of agreement/issue date of work order
11	Security Deposit	See page no. 9, Annexure-I, Clause no. 1

1. The eligibility criteria for participation are given in the tender document.
2. The validity of the tender is for 90 days from the date of opening of the tender.
3. Parties participating for Tender, EMD should be submitted online along with cost of tender document.
4. Technical bid may be opened on 26.11.2024 at 14:30 hours. Price/Commercial/Financial bid will be opened on suitable date & time.
5. Tenderers should submit both Technical bid and Price/Commercial/Financial bid strictly as per instructions, which has given in the tender documents.
6. Micro small enterprises MSE's registered with NSIC or any other body specified by Ministry of MSME, for such works are exempted from payment of Tender fee as well as EMD. Security deposit however, will have to be deposited in the case of grant of work.
7. The Tender, not accompanied with requisite amount of EMD & Tender cost and not submitted as per instructions contained in the tender document are liable for rejection.
8. The Corporation reserves the right to accept or reject any/all tenders without assigning any reason whatsoever and decision of the Corporation shall be final and binding on tenderer.
9. If any amendments/changes to be made in the tender documents, it will be published through corrigendum only on NSCL e-Tendering portal (<http://indiaseeds.enivida.com>) and NSCL website www.indiaseeds.com.

-Sd/-

Regional Manager

PART – A

INSTRUCTIONS TO BIDDER – ONLINE MODE

1. Bidders/Vendors/Suppliers/Contractors must get themselves registered on the portal for participating in the e-tenders published on <https://indiaseeds.enivida.com> by paying the charges of Rs. 2360/- (Inclusive taxes) per year.
2. Bidders must provide the details of PAN number, registration details etc as applicable and submit the related documents. The user id will be activated only after submission of complete details. The activation process will take minimum 24 working hour's enividahelpdesk@gmail.com
3. Bidders must have a valid email id and mobile number.
4. Bidders are required to obtain Class 3 Digital Certificates (Signing & Encryption) as per their company details.
5. Once bidder DSC is mapped with the user id, the same DSC must not be used for another user id on the same portal. However bidder can update the digital certificate to another user id after unmapping it from the exiting user id.
6. Bidders now can login with the activated user Id & DSC for online tender submission process in this portal.
7. Bidders can upload required documents for the tender well in advance under My Documents and these documents can be attached to the tender during tender participation as per the tender requirements. This will save the bid submission duration/time period and reduce upload time of bid documents.
8. Bidders must go through the downloaded tender documents and prepare and upload bid documents as per the requirements of the department.
9. Once the bidders have selected the tenders they are interested in, Bidders will pay the processing fee Rs 550/- per tender (NOT REFUNDABLE) by net-banking / Debit / Credit card then Bidder may download the Bid documents etc. Once Bidders will pay both fee tenders status will be shown “form received”. This would enable the e- tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.
10. Bidders are advised to read complete BoQ/SoQ/Price Bid/Financial Bid and Terms & Conditions before quoting rates in the bid document.
11. Any modification/replacement in BoQ/SoQ/Price Bid/Financial bid template is not allowed. Bidders must quote only in predefined fields in the bid sheet and save the bid sheet. After saving, the same bid sheet must be uploaded in the portal.

12. Bidders must pay required payments (Tender fee, EMD, Tender Processing Fee etc) as mentioned in the tender document, before submitting the bid.
13. Bidders are recommended to use PDF files for uploading the documents. Only price bid sheet will be in Excel format.
14. The bidders must ensure to get themselves registered on the portal at least 1 week before the tender submission date and get trained on the online tender submission process. For tender submission and registration process bidders are advised to refer respective manuals on website. Tender inviting Authority/Department will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues like internet connectivity/PC speed/etc...
15. Offline Submission of bids/documents/rates by the bidders will not be accepted by the department, under any circumstance.
16. After final submission of the bid, a confirmation message and bid submission acknowledgement will be generated by the portal. The bid submission acknowledgement contains details of all documents submitted along with bid summary, token number, date & time of submission of the bid and other relevant details. Bidder can keep print of the bid submission acknowledgement.
17. If bidder is resubmitting the bid, bidder must confirm existence of all the required documents, financial bid and again submit the bid. Once submitted, the bid will be updated.
18. Submission of the bid means that the bid is saved online; but system does not confirm correctness of the bid. Correctness of the bid will be decided by tender inviting authority only.
19. The time displayed in the server is IST (GMT 5:30) and same will be considered for all the tendering activities. Bidders must consider the server time for submission of bids.
20. Bid documents being entered by the Bidders/Vendors/Contractors will be encrypted at the client end and the software uses PKI encryption techniques to ensure security/secrecy of the data. The submitted bid documents/data become readable only after tender opening by the authorized individual.

Technical Support	
Phone	9355030620, 9355030608
Telephone:	011-49606060
Email ID	enividahelpdesk@gmail.com

PART –B

Essential Conditions for transportation of seeds, packing, certification, treatment materials, etc. for hilly areas of North East states (including Sikkim state) by road (On Annual Contract Basis) for Tenderer/Bidder

1. The National Seeds Corporation Ltd. Kolkata (hereinafter called the consignor) invites e-tenders for the transportation of seeds from different lifting points to different delivery points of Hilly areas of North East States (including Sikkim) on annual contract basis through e-Tender.
2. Tenders are invited under two bid systems 1) Technical Bid 2) Financial Bid from 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 & conditions of the transportation & handling of seeds may be seen at Annexure-I.
5. The tenderers are clearly advised to go through the terms & conditions carefully before filling the tenders. National seeds Corporation Ltd, Kolkata, will not be responsible for any mistakes or error committed by the tenderers in filling of the tenders.
6. The tenderers are required to deposit the fixed amount of EMD Rs. 1,00,000/- through e-procurement portal with the Technical & Financial Bid. The Tender without EMD will be rejected.
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 registered companies / Transporters are exempted to pay the required EMD subject to valid documentary proof of registration.***
9. EMD of unsuccessful tenders will be refunded within 30 days after finalization the tender.
10. The tenderer should have minimum of 01 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 5 Trucks per day.
12. The tenderer should have the minimum capacity to transport 100 qtls. per day.
13. ***Tenderer should have minimum one year transportation experience with Govt. Organization/Semi Government/Cooperative agency/Private Companies (exempted for MSME party).***
14. Job Order issued over email is considered as official communication for placement of truck/lorry.
15. Financial bid will be opened for those parties only who qualify in technical bid.
16. Terms and Conditions should be mandatorily signed by the authorized signatories of the Firm/company or organization and further it will become the part of Agreement.
17. All the details pertain to Technical and Financial Bid should be submitted only through e-procurement portal.
18. All the required documents must be attached as per the format of technical bid.
19. ***Financial bid contains only rates in different slabs in Rupees per MT per Km.***
20. ***Upon acceptance of the tender published by NSCL, the security deposit is to be made by the transporter as per clause 1 of Terms & Conditions of the tender in Annexure-I, within 7 days after issuing of work order by NSCL. The deposited EMD will be adjusted with the Security Deposit.***
21. NSC reserves the right to make any alteration/modification in the tender documents or cancel the tender at any stage without assigning any reason.
22. ***The successful transporter has to execute an Agreement with NSCL at his cost on Rs. 500/- non-judicial stamp paper.***
23. Conditional Tender will not be accepted.
24. It is mandatory for all the parties to quote their rates in all the weight and distance slabs.
25. ***The format of Bank Guarantee (BG) will be provided by NSCL to the successful bidder/s later after issue of Job Order/Work order or along with the Job Order/Work order.***

-Sd/-
Regional Manager

Terms & Conditions of Annual Tender Contract for transportation of seeds, packing, certification, treatment materials, etc. for hilly areas of North East states (including Sikkim state) by road

- 1) Earnest Money & Security Deposit: The transporter will deposit through online **Rs. 1,00,000/- (Rupees One lakh only)** towards earnest money deposit through e-procurement portal. Upon acceptance of the tender by NSCL Kolkata by a written communication, the security deposit is to be made through bank (RTGS/ DD) or a Bank guarantee issued by any scheduled bank for an amount of **Rs. 3,00,000/- as Security deposit** within 7 days of **issue of Job Order/Work order. The EMD will be adjusted with the Security deposit.**
Thus the total amount along with EMD will be treated as security deposit and not entitled for any interest. If the transporter fails to deposit the security deposit within seven days, 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., from any dues of the party and security deposit. **The MSME registered companies / Transporters are exempted to pay the required EMD subject to valid documentary proof of registration.** NSCL reserves the right to forfeit the Security Deposit in the event of failure of transporter to produce acknowledgement copies of the lorry receipts / consignment notes from the consignees or execute the transportation job to the NSCL's satisfaction.
- 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 different units of NSC Ltd.
- 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, Packing, Certification, Treatment Materials, etc.** to the consignees safely as per schedule and 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/Security Deposit. This agreement entered into shall be valid for one year, which will be effective from the date of agreement/issue date of work order. **On mutual consent of both NSCL and the successful transporter/s the agreement may be extended to one year.**
- 4) **The party which will have the maximum nos. of L-1 rate slabs (overall) for both Heavy and Light weighted seeds (as mentioned in the financial bid-Annexure-VIII) will be considered as final L-1 party and the negotiation will be done with that party itself on his L-1 rates, if required. Also, it is to mention that the final L-1 party will have to consider the L-1 rates of other bidders, then the work will be awarded directly to L-1 party also the L-1 party has to confirm the same along with our tender terms & conditions, if the final L-1 party refuses to accept the L-1 rates of other party/parties, then committee member analyze the same matter and will take any suitable action after discussion with the competent authority (Regional Manager, NSCL Kolkata).**
- 5) **NSCL may negotiate the price of L1 party, if the committee members find that the rate is not reasonable. Also, NSCL may negotiate with all the parties on their L-1 rates. Similarly, if the rate for any slab is received same from two or more than 2 parties then negotiation letter will be issued to all the parties for such slabs and the lowest negotiated rate, which will be received from the parties will be considered as well as the work order will be given to the party whose has maximum numbers of L-1 rate slabs.**
- 6) **Booking of consignment**
 - (a) The consignment of NSC's goods will normally contain seed materials or other goods such as Certification/Treatment/Labeling/Packing Material, etc. and NSC may specify the same.
 - (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 (i) "Hooks" are not used for handling the bags (ii) the trucks are covered with double tarpaulins which are perfectly water-proof, leak-proof and in sound condition to avoid damage by rain etc. (iii) the consignment is never exposed or kept open and (iv) the entire transportation is made only by road and not by any other mode of transportation.
- (g) ***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.***
- (h) ***In case of the both materials including all the light and heavy weighted are transported against single DO/job order then the total quantity of the both materials quantity will be considered as base for slab rate consideration and the same for passing the transportation bills will be considered light and heavy weighted separately for the total quantity's only slab rates and remain the same as per the DO/job order.***
- (i) ***NSCL will provide the qty. of material (Heavy/Light weighted Seeds, Packing, Certification, Treatment Materials, etc. for transportation of seeds and packing materials) in the Job Order and it is the responsible of transporter to analyze the qty./weight/volume after the placement of lorry. The transport has no right to argue/deny with NSCL in later case regarding qty./weight/volume of vehicle or material.***
- 7) ***Period of contract: The period of contract will be valid for one year w.e.f. the date of agreement/issue date of work order and it may further extendable to one year on mutual consent of both NSCL and the transporter. 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 & conditions.***
- 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. The transporter has no right to demand for placing the truck of his own choice and demanding quantity for higher or lower as per the convenience of the transporter.
- (b) ***The job order will be issued by the concerned Area Manager/any other units of NSCL according to the requirement.***
- (c) 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. ***however, quantity mentioned in the job order is only approximate as it is mandate to the transporter to contact the concerned area manager/consignee at which quantity the truck has to be arranged and placed before placement of the trucks against each job order and the same quantity will be considered and passed as actual lifted quantity (at that time loading/transporting quantity may be increased or decreased) as per acknowledged on lorry receipt for the payment.***

- (d) *The transporter should have to arrange and place the truck/s for transportation of the Seeds or/other materials (as mentioned in the financial bid-Annexure-VIII) from the stocking point/s to the mentioned destination/s in consultation with the concerned Area Manager or any other units of NSCL after issue of Job order and make available the trucks and lift the consignment within 24 hours of intimation by NSCL or as per the 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 cut-off date mentioned in the Job order issued by NSCL on each occasion. If the transporter fails to lift the stocks within 24 hours of NSCL's intimation, NSCL shall have the right to impose a penalty for delay in lifting at the rate of two percent (2%) of the total freight charges per day per truck up to a maximum of 2 days, but NSCL has the right to place lorry/truck from outside after 24 hrs. of issue of Job order and after the transporter's failure for placement of lorry/truck. In that event, if NSCL has to pay more than the amount payable to the transporter under this contract, the excess amount paid shall be recovered/adjusted by NSCL from the bill amount and/security deposit at the credit of the transporter. The receipt from the other transporter for payment by NSCL 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. Here, it is to mention that the transporter has to place lorry/truck at the loading point within the first 5-6 hours of 24 hours, if any urgency occurs or urgency intimated by the Area office/ Regional Office/ any other units of NSCL through mail or over telephone.*
- (e) *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 a suitable action will be taken against the transporter, if any required. The transporter's EMD /Security deposit available with NSCL may be forfeited, if any required.*
- (f) *The qty. of materials may increase/decrease and it will be intimated to the transporter through mail or Job order by concerned Area Office or Regional Office or any other units of NSCL and in that case, the transporter has no right to deny the placement of truck/s also the transporter has no right to claim extra amt. for the placement of lorry.*
- (g) *In case, the lifting materials (seeds/packing materials/treatment materials, etc.) get damage or get wet or any adverse happen to these materials, then NSC will recover the cost of whole damage or wet materials or mishappened materials from the bill amt./security deposit of the transporter.*
- (h) *The loading and unloading points may be any place of India and the transporter has to consider the same and has to place lorry/truck accordingly. The transporter has no right to give reason that their office is not present at that piece of location. In this case, if the transporter refuse to lift/deliver the seeds/other materials, then this office will arrange lorry/truck from outside and the differential amt. will be recovered from the transporter's bill/security deposit.*
- 9) *Terms of bookings: All the booking will be on "to be billed basis". The freight charges shall be net on Indian Rupees/per MT / Per Km basis inclusive of loading, unloading, statistical, road toll tax bridge crossing charges, octroi charges, etc. The bidder has to submit 2 Financial Bids [see page no. 22]*
- a. For Light weighted seeds (Groundnut, Sunflower, Vegetable seeds packed in cartoon box, etc.), Packing materials (i.e. HDPE bags, Jute Bags, Non-woven bags, Cotton cloth bags, etc.) or any kind of Treatment materials (i.e. Culture Packets, Thiram, Carbendazim, etc.) [Annexure-VIII]*
- b. For Heavy weighted seeds (All kinds of seeds except which come under Light weighted seeds) [Annexure- VIII]*
- c. Truck-wise (Single/Multiple destinations) billing is to be done separately with proper acknowledgement of delivery by the consignee with Rubber Stamp for all consignments. [Note: LR/CN wise billing will not be accepted, in case of multiple destinations delivery by single vehicle]*
- d. No overlapping claim be made for using same truck on same date and on same route.*
- e. In case of shortage qty. of materials found during transportation, the same may be recovered from the transporter @ of sale price of seed including tax, if any.*
- f. The Transporter will collect the goods from the godown and storage location as required by NSCL from time to time on each occasion without any extra charge and loading & unloading charges to be borne by the transporter.*

g. At the bottom of each bill the transporter has to mention/certify that they have not raised the invoice in the past for the noted consignment in that invoice.

- 10) **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 that event, the detention charge will be of 1% (one percent) for the first 5 working days and this charge will be of 2% (two percent) beyond the first 5 working days. 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. But the final decision will be of the competent authority (Regional Manager, NSC Ltd. Kolkata) after observation of the situations along with the proofs of the above facts. But the final decision will be of the competent authority (Regional Manager, NSC Ltd. Kolkata) after observation of the situations along with the proofs of the above facts.**
- 11) **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.
- 12) **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.
- 13) **Tracking of Consignment:** It is responsibility of transporter to provide tracking report for all the Job Order issued whenever it is required, however the transporters have to share the daily tracking report with the logistics section of concerned Regional Office & Consignee, for the Job Order issued.
- 14) **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 200 Km 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 LR/movement certificate/official letter 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 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.

Sr. No.	No. of days beyond the transit period	Percentage of the freight Charges as penalty per day of delay per truck
01	For the delay up to 50% of the transit period or part thereof	2% of the freight per truck per day of delay

02	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
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d. In any case total penalty would not exceed the total freight per truck.

e. In case, the transporter failed to deliver the materials within the cut-off date to delivery point and the receiving party refuses to receive the qty. of materials, then the transporter will be fully responsible for the same. In this event, the seed cost will be recovered for the qty., which the receiving party will not receive. This case includes both late delivery due to late placement of lorry or late in transit period.

15) Payment & Income Tax

- a) The corporation will not make any advance payment towards bills.
- b) NSCL will 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 should be strictly based on Google Map for the actual distance (shortest distance) and actual quantity transported by the transporter.
- d) If the consignment is delivered at some other destination unless otherwise permitted by NSCL in writing/ through e-mail, NSCL will not pay the freight charges to the transporter for the extra charge.
- e) ***Minimum Guarantee Qty. is 2 MT & Minimum Guarantee distance is 50 KM and except these Minimum Guarantee Qty. & Minimum Guarantee distance, all the payment will be done on actual quantity (which will lift by the transporter as per job order) & actual distance.***
- f) ***NSC may instruct to the transporter through Job Order to club the smaller quantity consignments of 2-3 nearby destinations of the same route. In that case, the distance from the source point to the last destination point will be calculated and to be paid for that much distance and gross quantity (i.e. the total qty. of 2-3 destinations) slab.***
- g) 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.
- h) NSCL 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.
- i) ***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 document to be produced by the transporter during the submission of transportation bills.***
- j) 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.
- k) 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.
- l) The payment towards freight charges will be made after calculation of distance (in Kilometer) strictly based on shortest Road Distance basis as per Google MAP. In case the destination station is not located on Google Map, the supplement distance will be worked out on the basis of road map of India/motoring guide of India Book duly certified by concerned Area Manager. If the order for two or more point of delivery the distance will be calculated for last delivery point for total quantity mentioned in the order. The transit time is to be calculated @ 200 Km per day. Distance will be calculated from loading point to unloading point on the basis of NSC's Road Challan.

16) Termination of the contract: **The terms and conditions as stated above shall be binding on the NSCL and the transporter and their relationship will be governed by the same. NSCL 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 will not be entitled to**

question the termination nor will 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, NSCL, will be at liberty to terminate the contract without prejudice to any other rights or remedies under contract and to get the work done during the period of the contract at the risk and cost of the transporter and to claim from him any resultant loss sustained or costs incurred.

- 17) 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.
- 18) Indemnity: Without prejudice to any other provisions in these conditions, the transporter will 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).
- 19) 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.
- 20) 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.
- 21) 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 road blocks, broken/damage road, bridge damage, natural calamities, Contractual capacity war, revolutions, fire, floods, epidemics, quarantine restrictions, etc.*
 - b) *If a force majeure situation arises, transporter shall promptly notify in writing/mail of such conditions and causes thereof within 24 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. The transporter has to intimate to concerned Area Office/s or concerned Regional Office/s or any other units of NSCL with necessary proofs to claim the above situations. The above mentioned situations may be treated as a special case and the final decision will be of the competent authority (Regional Manager, NSC Ltd. Kolkata) after observation of the situations along with the proofs of the above facts.*
- 22) Settlement of disputes (Arbitration):

In case any dispute arises between NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussion, then it shall be binding upon parties to resolve issue under the provisions of Arbitration & 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 this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall be English Language. The court of Delhi shall have the jurisdiction.
- 23) Additional Terms & Conditions:

a. Dispatching point/s and Delivery point/s of goods (i.e. Seeds, Packing/ Certification materials, Agro-chemicals, etc.) as mentioned below:-

1-From:-Area Office, NSC Ltd., **Guwahati:** 6th Mile, Panjabari Road, Guwahati, Pin-781037, Ph: 0361-2332896 or any other places of Assam/North East States under the jurisdictions of Area Office, Guwahati.

2-To:-All the hilly areas/regions of North-East States i.e. Assam, Tripura, Nagaland, Meghalaya, Mizoram, Manipur, Arunachal Pradesh, Sikkim, etc.

Note: The above locations are some of the lifting/delivery points, however, lifting/delivery points may change as per demand/requirement.

Authorization of competent authority of the Firm to sign this Tender Document and participant in the tender in case if representative

(On Firm/Company Letter Head and Copy to be uploaded on e-portal)

I have read and understood tender Terms & Conditions and I agree to abide by them. I hereby certify that all the information mentioned above & provided by me are true and in case of any information is found to be incorrect, my bid may be treated as rejected by NSCL RO-Kolkata Management. Above information is true to our knowledge and belief.

Signature of Tenderer:

Name:-

Address:

Phone No:

Email:

Stamp:

Date: _____

A self-Declaration Certificate that tenderer is not blacklisted in any office of the NSCL or any other Govt. Organization

Undertaking

(on Firm/Company Letter Head and Copy to be uploaded on e-portal)

I /We(Name....., Designation..... and Address.....) hereby declaring that my firm/Company has not been black-listed by any of the Govt. Department/ Organization /PSUs /Institution etc. in last 3 years, where I /We had provided the transportation services.

Name_____

Designation _____

Name of the Firm/Company _____

Full address _____

Rubber stamp_____

Place: _____

Dated: _____

Acceptance Letter for appointment of transport contractor

(on Firm/Company Letter Head and Copy to be uploaded on e-portal)

To,
The Regional Manager,
National Seeds Corporation Ltd.,
Sector-V, Block-AQ, Plot No. 12,
Salt Lake, Kolkata-700091
(West Bengal)

Sub: Your e-tender notice dated for appointment of Annual Transporter for hilly areas of North East States (including Sikkim) by road on Rupees/per ton / Km. basis.
Sir,

We have carefully gone through the essential condition of tender and terms & conditions prescribed for entering into contract for appointment of annual transporter for hilly areas of North East States (including Sikkim state) by road. My / our lowest firm rates for different slabs are submitted through e-Portal. Rates quoted per MT per Km in rupees (the rates quoted are including loading & Unloading charges) as per the prescribed format.

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

**NATIONAL SEEDS CORPORATION LIMITED
REGIONAL OFFICE: KOLKATA**

CHECK LIST FOR TECHNICAL BID EVALUATION OF TENDER

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

Sl. No.	Particulars	Remarks / Yes or No
1	Name of the company with complete address, Contact No. & Email address	
2	Type of Firm .i.e. Proprietorship/Partnership/ Pvt. Ltd. /Public limited Company	
3	Partnership deed (in case of Partnership firm)	
4	Name and Contact nos. of Proprietor's/Partners/ Directors etc.	
5	Details of number of trucks / Registration Nos. (Enclose list along with copy of Registration)	
6	Details of the Past Experience with Period, Quantity & Amount (Govt. Organization/Semi government/Cooperative agency/Private/ Reputed companies)	
7	GSTIN Number	
8	PAN No.	
9	ITR for latest 3 years (FY 2023-24, 2022-23, 2021-22)	
10	Bank Account Details (Name and address of Bank, Account No., IFS Code, etc.)	
11	Authorization of competent authority of the Firm/Company or Organization to sign this Tender document and participant in the tender in case of representative (Enclose copy)	
12	A self-Declaration Certificate that tenderer is not blacklisted in any office of the NSCL or any Government Organization or any other type of organization	
13	Acceptance Letter for appointment of transport contractor	
14	List of branch offices all over India	
15	Signed copy of TERMS & CONDITIONS OF ANNUAL TENDER CONTRACT FOR TRANSPORTATION OF SEEDS, PACKING, CERTIFICATION, TREATMENT MATERIALS, ETC. FOR HILLY AREAS OF NORTH EAST STATES (INCLUDING SIKKIM) BY ROAD (to be uploaded online)	
16	Micro small enterprises MSE's registered with NSIC or any other body specified by Ministry of MSME, for such works are exempted from payment of Tender fee as well as EMD. Security deposit however, will have to be deposited in the case of grant of work (MSME certificate to be submitted online).	
17	Tender fee as per NIT (Non- refundable) Rs 1180/- to be paid online. (exempted for MSME party)	
18	EMD as per tender Rs. 1,00,000/- (Rupees One Lakh only) to be paid online (exempted for MSME party)	
19	Other document if any in support of this tender	

NATIONAL SEEDS CORPORATION LIMITED
REGIONAL OFFICE: KOLKATA**FORMAT FOR PRICE/FINANCIAL/COMMERCIAL BID****Details should be filled up in e-Tender Portal**

For Actual Distance Travelled (in km) Freight rate (Rs. per MT of actual lifted quantity) inclusive of all Taxes, loading charges, unloading charges, etc.

[A] [Rate to be quoted for Light weighted seeds (Groundnut, Sunflower, Vegetable seeds packed in cartoon box, etc.) Packing materials (i.e. HDPE bags, Jute Bags, Non-woven bags, Cotton cloth bags, etc.) or any kind of Treatment materials (i.e. Culture Packets, Thiram, Carbendazim, etc.)]

Quantity in Metric Ton and Distance in Kilometer

SR. No.	DISTANCE IN KM.	AREA TYPE	FREIGHT RATES (RS./MT/KM.)				
			0 to 2 M.T.	Above 2 to 5 M.T.	Above 5 to 9 M.T.	Above 9 to 16 M.T.	Above 16 M.T.
1	0 KM TO 100 KM	<u>HILLS</u>					
2	101KM TO 200 KM						
3	201KM TO 300 KM						
4	301KM TO 400 KM						
5	401KM TO 500 KM						
6	501 KM & Above						

[B] [Rate to be quoted (online only) for Heavy weighted seeds (All kinds of seeds except which come under Light weighted seeds)]

Quantity in Metric Ton and Distance in Kilometer

SR. No.	DISTANCE IN KM.	AREA TYPE	FREIGHT RATES (RS./MT/KM.)				
			0 to 2 M.T.	Above 2 to 5 M.T.	Above 5 to 9 M.T.	Above 9 to 16 M.T.	Above 16 M.T.
1	0 KM TO 100 KM	<u>HILLS</u>					
2	101KM TO 200 KM						
3	201KM TO 300 KM						
4	301KM TO 400 KM						
5	401KM TO 500 KM						
6	501 KM & Above						