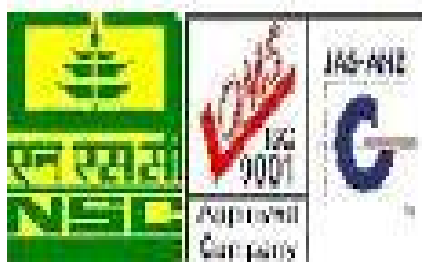


NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

REGIONAL OFFICE: CHANDIGARH
(CIN NO: U 74899 DL 1963 GOI 003913)



TERMS & CONDITIONS OF TENDER/ CONTRACT

FOR

Name of work: - TRANSPORTATION TENDER

TENDER SHOULD BE SUBMITTED IN TWO BIDS SYSTEM ON LINE
ONLY

OPENING OF TENDER (TECHNICAL BID) : **15.02.2018 at 2.30PM(14.30 hrs)**

COST OF TENDER FORM (Non refundable) : 1180/-

Contact details : **0172-2214388, 0172-2215388**

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NATIONAL SEEDS CORPORATION LIMITED
(A Govt. Of India Undertaking)
Plot No. 388, Phase No.9, Industrial Area
Regional Office, Mohali-Chandigarh
PH.No.0172-2214388/2215388
Fax No.0172-2213388

No.: 1(5)/Admin/NSC/CHD/17-18

Dated: 22.01.2018

NOTICE INVITING E-TENDER

National Seeds Corporation Limited (A Govt.of India Undertaking) invites e-tenders under two bid system from reputed transport companies for different stocking points i.e Jalandhar/Karnal/Hissar/Delhi in the state of Punjab and Haryana for transporting approx. 200000 qtl seed to different parts of India on annual rate contract basis for the financial year 2018-19. Detailed scope of work and terms and conditions in detail are available on our website www.indiaseeds.com or <http://indiaseeds.eproc.in>. Bidders are required to register on our e-portal <http://indiaseeds.eproc.in>. The bids must be uploaded by the bidders online by **15.02.2018 upto 1:00 pm** and bids will be opened **same day at 2.30 pm**.

Particulars	Details
Date of issue of NIT	22.01.2018
Tender Document Download Start Date/time	23.01.2018
Tender Document Download End Date/time	15.02.2018
Date and time for submission of online bid	15.02.2018 till 01:00PM(1300hrs)

Date and time of opening of Technical Bid and Price Bid via Online mode at NSC, RO Chandigarh	15.02.2018 at 2.30PM(14.30 hrs)
Tender Fee(To be deposited online/DD payable at NSC Ltd Chandigarh)	Rs.1180(One thousand one hundred eightyOnly)
EMD (To be deposited online/DD payable at NSC Ltd Chandigarh)	Rs.1,00,000/-(One lakh Only)
Address for Communication	National Seeds Corporation Limited Plot no.388 Phase-9,Industrial Area, Mohali Pin-160062
Contact Person (with Phone No & E-Mail)	Regional Manager Ph-0172-2214388,2215388 Fax-0172-2213388
This Tender Document contains Two Parts	
Part -A : Background, Job requirements, Deliverables and other operational aspects, Eligibility criteria, Instructions to bidders (SECTION-I for ONLINE MODE & SECTION II General Instructions) & General Terms and Conditions.	
Part-B : Annexes/Formats for Bid Submission & other formats	

NSC reserves the right to make any alteration/modification in the Tender Document or scrap the tender at any stage without assigning any reason. In future, if any modification, the corrigendum will be uploaded only on NSC website i.e. www.indiaseeds.com or <http://indiaseeds.eproc.in>

Regional Manager

PART- A

NATIONAL SEEDS CORPORATION LTD.

SECTION - I

INSTRUCTIONS TO 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>.

I. ACCESSING / PURCHASING OF BID DOCUMENTS :

- It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link www.cca.gov.in) to participate in e-tendering of NSCL.
- C1 India Pvt. Ltd. Facilitates 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 Demand Draft payable at Gurgaon or through Online mode. Validity of Registration is 1 year.
- After making the payment through offline mode (i.e. DD), Vendors have to send an email intimation to Helpdesk for their profile activation. The account will be activated on receipt DD. In case of online mode (i.e. Net banking, Debit card, Credit Card), Vendors have to send an e-mail intimation 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.
- The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- To participate in bidding, bidders have to pay EMD (refundable) as per the amount mentioned in the tender document online through NEFT/RTGS after generating E-challan from <https://indiaseeds.eproc.in>.
- To participate in bidding, bidders have to pay Tender Processing Fee of Rs. 570/- inclusive of all taxes (Non-refundable) through offline/online mode in the form of demand draft in favour of M/s C 1 India Private Limited payable at Gurgaon with any scheduled bank or by Online mode (internet banking/debit card/credit card).

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

HH. PREPARATION & SUBMISSION OF APPLICATIONS:

- 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.
- Vender can pay tender document Fee as per tender document online through Internet Banking / Debit Card / Credit Card.
- A Vendor manual containing the detailed guidelines for e-tendering system is also available on the portal.

III. 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 detach 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.

IV. OPENING 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.

U. DISCLAIMER :

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

NATIONAL SEEDS CORPORATION LTD.

SECTION - II

INSTRUCTIONS TO BIDDER

ADVICE FOR BIDDERS: The Bidders are advised in their own interest to carefully read the tender documents and understand their purport unless the Bidder specifically states to the contrary in respect of any particular clause, it shall be presumed that they accept all the terms and conditions as have been laid down in the tender document

TENDER FEE (Non Refundable): Tender Fee Rs.1180/- (Rupees One Thousand one hundred eighty Only) must be deposited in online/DD payable at NSC Ltd Chandigarh mode only (As per instruction SECTION-I)

EARNEST MONEY (Refundable):

- EMD amount Rs.1,00,000/- (Rupees One Lakh Only) must be deposited before due date in online/DD payable at NSC Ltd Chandigarh mode only (As per instruction SECTION-I)

- Exemption of earnest money deposit for Indian Manufacturers which are registered with NSIC under Single point registration scheme, Indian manufacturers/suppliers who are Micro and Small Enterprises (MSE) small scale units and registered with National Small Industries Corporation (NSIC) under single point registration scheme are exempted from payment of earnest money deposit provided to furnish photocopy of valid registration with NSIC under the single point registration scheme, for the quoted stores in support of claim along with their request letter. This facility will, however, not be provided to those small-scale units who are registered under the old registration scheme which was extended up to 30th June, 1981 only.(Registration Certificate to be attached)

ELIGIBILITY CRITERIA: As indicated in **PART -A**

SUBMISSION OF OFFER: Offer must be submitted in prescribed tender input form in Online Mode only. Only that party should tender who accepts all the terms & conditions because conditional tender may be treated as void.

DELIVERY OF THE PRODUCT: As indicated in **PART –A** (Deliverables and other operational aspects)

BID OPENING AND EVALUATION: Bids will be open in Online Mode (As per instruction SECTION-I)

AWARD OF CONTRACT:

- **Award Criteria:** Purchase committee will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily, for which the Firm may be asked for making a presentation, along with other parameters.
- **Notification of award:** Prior to the expiration of the period of bid validity Selection Committee will place a Firm order or notify the successful Bidder in writing.
- **Cancellation of Work order/ AMC Services:** NSC reserve the right to cancel the contract /AMC service at any stage (by giving the notice in writing) due to non satisfactory services of the selected firm .

CLARIFICATION OF BIDS: To assist in the examination, evaluation and comparisons of tenders, the purchaser may at it's discretion, ask the Bidder for clarification of it's bid .The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted

FORFEITURE OF THE EARNEST MONEY :

Earnest Money may be forfeited.

- (a) If a Bidder withdraws its tender during the period of Tender validity specified on the Tender Form:
OR
- (b) In case of a successful Bidder, if Bidder fails:
 - (i) To sign the contract in accordance with Contract Clause (As mentioned below)
 - (ii) To furnish security deposit in accordance with Contract Clause (As mentioned below)

CONTRACTS:

(a) SIGNING OF CONTRACT:

The successful Bidders within 15 days from date of issue the Purchase Order, shall sign and date agreement as per the format given in **PART- "B" (Annexes/Formats- Annexure-A)** of the tender document, wherever the value of terms ordered is more than Rs. one lakh and furnish it to the purchaser. The terms and conditions contained in **PART "A" (General Terms & Conditions)** of the tender document will be considered to be part of agreement, any variation in the terms and conditions as may be suggested by the Bidder and accepted by the Corporation will be part of the agreement. The cost of stamping for agreement shall be borne by the successful Bidder. However, to expedite execution of the agreement, the Corporation shall purchase the stamp paper on behalf of the supplier and send typed agreement for signature of the suppliers. The cost of stamp paper shall be recovered from the supplier payments.

(b) SECURITY MONEY:

The Successful Tenders within 15 days from date of issue of purchase order shall furnish the security money in accordance with the condition of the contract, in the Security Money it can be furnished **@10 %** of the value of the purchase order in shape of Demand Draft or in the form Bank Guarantee, Prescribed Performa for Bank Guarantee is given in **PART- "B" (Annexes/Formats- Annexure-B)** of Bidding Document.

DISPUTES or DIFFERENCES: All disputes or differences that may arise in connection with this tender or the interpretation of any of its terms or in any other way related to this tender directly or indirectly shall be referred to arbitration in accordance with the clause relating to “settlement of disputes” as under.

“All disputes in relation to the tender, the contract or the interpretation of any of their terms or implementation thereof or arising out of or concerned directly or indirectly with the contract shall be referred to arbitration through sole arbitrator to be appointed by the Chairman-cum-Managing Director of the Corporation/purchaser and in the absence of CMD, the highest Executive Officer of the Corporation shall make such appointment. The venue of arbitration shall be at New Delhi and the arbitration shall be in English language. The court of law at the New Delhi/Delhi alone will have jurisdiction in the matter of any disputes whatsoever. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.

If the claims involved in a dispute are of more than Rs.1.00 lakh the arbitrator shall make a speaking award as per provision of Arbitration & Conciliation Act, 1996 as amended from time to time.

In case the supplier is a Public Sector Undertaking, the above clause shall not be applicable and in that event the following clause shall apply.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India, In charge of the Department of Public Enterprises. The Arbitration & Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal and Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the disputes will share equally the cost of arbitration as intimated by the Arbitrator.”

VALIDITY OF OFFER: The Bidder shall keep their offers open for acceptance for a **period of 90 days** from the date of opening of the tender. In case the last date happens to a holiday, offers shall remain open for acceptance till the next working day. Bidders with shorter validity period, subject to prior sales, immediate acceptance and any such similar conditions are liable to be rejected.

RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS : The Purchaser / Corporation reserves the right to accept or reject any or all Bids, and to annul the tendering process and reject all Bids any time prior to award of contract, without thereby, incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected tenders of the grounds for the purchaser’s action.

SECTION -III

GENERAL TERMS & CONDITIONS OF THE CONTRACT

Terms and conditions for transportation of Seeds by Road

(On Annual Contract Basis)

No.1(5)/Admn/NSC/Chd/17-18

Dated the 22-01-2018

- 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 Tender submitted after prescribed time and date shall not be accepted.
Tender will be received online up to 1.00 P.M. on 15-02-2018 and technical bid/ Financial bids shall be opened on the same day at 2.30 p. m.
- 4 In confirmation to acceptance of all the tender terms and conditions the tenderer is required to sign on all the pages of tender document and submit with the offer along with Technical bid.
- 5 Conditional tender shall not be accepted.
- 6 Commercial bid should contain only rate in the prescribed form and all other detail should be given in technical bids.

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/Demand Draft payable NSC Ltd Chandigarh. 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 lacs 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. 2,00,000/- (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 thereof 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 whatsoever 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. No transporter can demand division of work but NSC may empanel/award more than one transporter on L-1 rates so that the movement of seeds is not hampered due to non availability of trucks.

5. The transporter will collect the goods from the godown namely Karnal, Hissar, Jalandhar, a, Delhi, Rohtak and Ludhiana 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 hrs. 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 otherwise 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.

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 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.

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.

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 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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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 will be made on actual KM and weight basis i.e. less than 4 ton the payment will be made for 2 ton rates and less than 6 ton payment will be made for 4 ton rates and similarly less than 9 ton the payment will be made for 6 ton rates, 9 ton & above the rates will be charged for 9 ton on actual 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.

Sr.No.	(On Ton/ KM basis)	For Distance Freight rate(Rs/ton/km.)				
		0-100	101-200	201-300	301-500	501 & above
1	For 9 ton					
2	For 6 ton					
3	For 4 ton					
4	For 2 ton					

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

(b) The distance of 25 km minimum will be considered for billing and beyond 25 Km will be charged on actual Km basis.

14. Rates agreed now are exclusive of service tax 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 book(ttk publication latest version)or google road **distance calculator.net**
17. Payment will be made by account payee cheque or through RTGS in favour 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 what so ever 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 transshipment 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 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 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 unexpired period of the contract at the risk and cost of the transporter and to claim from him any resultant loss sustained or costs incurred.

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 paise statutory increase/decrease in diesel price (including taxes applicable at Chandigarh)

TECHNICAL BID

The Regional Manager
National Seeds Corn Ltd
Phase-9, Industrial Area
Mohali-Chandigarh

1	Name & Address of the Tenderer	
2	Name of the Proprietor/Partner	
3	Registration No. of the Firm/Organization Encl. copy of registrations	
4	Valid Registration numbers of the trucks Enclose List along-with copy of registrations	
5	GST Registration No. (Encl.copy)	
6	Income Tax Pan No. (Encl. copy)	Return for last two tears(attached)
		Year
7	Name of Banker & Creditor limit/bank Solvency certification (Encl. copy)	
8	Reference of transportation work	

	undertaken from (a)NSC (b)Work experience certificate from the Govt. organization for work more than Rs.10 lacs(Encl. copy)	
9	Number date and amount of online or DD Enclosed as EMD	
10	Authorization of competent authority to sign this Tender Document(Encl. copy)	
11	Branch Name and Address	

Name & Signature of the tenderer
Address/Mobile No with official stamp.

FINANCIAL BID

To

The Regional Manager
NSC Mohali-Chandigarh

Sub: Your open tender notice dated _____ for appointment of Transport contract
2018-19 on ton/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: Rates quoted per metric Ton per kilometer in rupees (the rates quoted must be inclusive of loading and unloading):

Sr.No.	(On Ton/ KM basis)	Freight rate(Rs/ton/ km.)				
		0-100	101-200	201-300	301-500	501 & above
1	For 9 ton					
2	For 6 ton					
3	For 4 ton					
4	For 2 ton					

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

Name & Signature and seal of Authorized
Signatories with official stamp

Place:

Date: