

**NATIONAL SEEDS CORPORATION LIMITED**

**राष्ट्रीय बीज निगम लिमिटेड**

(A Government of India Undertaking)  
CIN: U74899DL1963GOI003913

**Regional office, Sheikhpura, Patna (Bihar)**



**Tender should be submitted online only**

**(COMPETITIVE BIDDING-TWO BID SYSTEM)**

**File No. HR-22(TRP)/NSC-PAT/2022-23**

**TENDER DOCUMENT FOR  
TRANSPORTATION OF SEEDS, PACKING MATERIAL,  
MACHINERY AND OTHER ITEMS BY ROAD**

**LAST DATE & TIME FOR RECEIPT : UPTO 03-05-2022 at 13.00 Hrs  
OF BIDS.**

**DATE & TIME OF OPENING : UPTO 03-05-2022 at 15.00 Hrs  
OF BIDS.**

**NATIONAL SEEDS CORPORATION LIMITED**  
(A Government of India Undertaking)  
**RO:- Sheikhpura, Raja Bazar, Patna (Bihar)**

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CIN: U74899DL1963GOI003913

Regional Office: Sheikhpura, Raja Bazar, Patna

**E-Tender - Notice**

E-Tenders (In Two bid system) are invited for transportation of Seeds / packing material, Machinery and other material etc., from stocking point at Area Offices/Regional Offices (Bihar/Jharkhand) to various destinations throughout India (in state and outside of state) on Annual Transport Contract on per Quintal per KM basis for the financial year 2022-23 (One Year)

<b>Particular</b>	<b>Details</b>
Name of tender	Annual Transport Contract
Date of issue NIT	11-04-2022
Tender document download start date from nscl website ( <a href="https://indiaseeds.eproc.in">https://indiaseeds.eproc.in</a> )	12-04-2022
Online bid submission start date	12-04-2022
Online bid submission end date	03-05-2022, 13:00 Hrs
Date and Time for opening Technical Bid	03-05-2022, 15:00 Hrs
Tender fee (To be deposited online)	Rs. 1180.00 (Tender fee 1000+ GST 18%)
EMD (To be deposited online)	Rs. 5,00000 (Rs. Five Lakh only)

**Regional Manager**

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<b>S No.</b>	<b>Name of the Item (Transportation by)</b>	<b>EMD Amount (Rs.)</b>	<b>e-Tender fee (Rs.) inclusive GST 18%</b>
1.	Truck (Upto—M.Tons)	5,00,000.00	1180.00

NOTE:-

1. Eligibility Criteria: Transport Contractors having registration under GST Registration and Shop & Establishment Act (if applicable) and who are having fleet of Transport vehicles (own/hired) can apply.
2. The Transportation contract will be for a period up to 31.03.2023 and detailed specifications can be downloaded from the e-tendering portal of NSCL.
3. For e-Tender submission, the interested parties may upload the tender document complete in all respects on the e-Tendering portal of NSCL at <https://indiaseeds.eproc.in/> The filled e-tender be uploaded with the payment of EMD and e-tender fee. The e-tender fee shall be nonrefundable. The e-tenders will not be accepted beyond the stipulated date and time under any circumstances what so ever. The Price-Bid will be accepted online only and not in physical form.
4. The last date of online submission of e-Tender is 03-05-2022 up to 13.00 Hrs.
5. Technical Bid of all the e-Tenders received in time will be opened on 03-05-2022 at 15.00 Hrs.
6. The tenderer should thoroughly go through the terms and conditions before submitting the tender.
7. Conditional e-tender shall not be considered. Printed terms and conditions of the tenderer shall not be considered as forming part of their tenders. In case any terms and conditions of the Contract applicable to this invitation to tender are not acceptable to tenderers, they should clearly specify deviation in their tender. The NSCL reserves the right to accept or reject them.
8. The tender offer shall remain open for a period of 90 days from the date of opening of e-tender (Technical Bid).
9. The Management of NSCL reserves the right to accept or reject any or all the e-tenders / Cancel the e-tenders and split the order for any quantity to more than one party at the e-tender lowest rates without assigning any reason thereof.

**Regional Manager**

## Section-I

### PROCEDURE UNDER E-TENDERING

#### INSTRUCTIONS TO APPLICANTS

#### DEFINITIONS:

- a. **C1 India Private Limited:** Service provider to provide the E-Tendering Software and facilitate the process of e-tendering on Application Service Provider (ASP) model.
- b. **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:

- (i) 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](http://www.cca.gov.in) ) to participate in e-tendering of NSCL.
- (ii) C1 India Pvt. Ltd. Facilitates procurement of Class III DSC’s.
- (iii) DSC Procurement request may be sent to [vikas.kumar@c1india.com](mailto:vikas.kumar@c1india.com) for more details during NSCL working days.
- (iv) 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**. Bidder can pay registration fee through online mode (Debit Card/Credit Card/Net Banking) or Demand Draft in favour of M/s **C 1 India Private Limited** payable at Gurgaon with any scheduled bank only. Validity of Registration is 1 year.
- (v) After making the payment, Vendors have to send email intimation to Helpdesk for their profile activation. The account will be activated within 24 hours. In case the payment is not received within 7 days, the bidder login id will be blocked / barred from the tender.
- (vi) All profile activations will be done only during NSCL working days.
- (vii) No profile activation will take place during NSCL Holidays & gazetted holidays.

**Following may be noted and to be communicated to the bidders through Tender Document –**

- a) Applications can be submitted only during the validity of registration with the NSCL E-Tendering Portal being managed by C1 India Pvt. Ltd. i.e. <https://indiaseeds.eproc.in>
- b) The amendments/ clarifications to the tender, if any, will be posted on the NSCL E-Tendering Portal (<https://indiaseeds.eproc.in>).
- c) To participate in bidding, bidders have to pay **Tender Application Fee** Rs. **1180/- (non-refundable)** and **EMD Rs As per section-I (refundable)** as per the amount mentioned in the tender document through online mode through Credit Card/ Debit Card/ Net Banking/ NEFT/RTGS after generating E-chalan from <https://indiaseeds.eproc.in>.(NEFT/RTGS only available for EMD)
- d) Both 'EMD' and 'Tender Application Fee' are mentioned in individual tender document as published at NSCL E-Tendering Portal (<https://indiaseeds.eproc.in>)
- e) To participate in bidding, bidders have to pay **Tender Processing Fee of Rs. 570/- inclusive of all taxes** (non-refundable) through online mode only (Credit Card/Debit Card/ Net Banking).
- f) For helpdesk please contact **Help Desk Support**.

**2) PREPARATION & SUBMISSION OF APPLICATIONS:**

- a) Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be submitted online following the instructions appearing on the screen.
- b) Vendor can pay tender document fee Online through Internet Banking/ Debit Card/ Credit Card.
- c) **Tender Processing Fee of Rs 570/- (Five Hundred and Seventy Rupees only) inclusive of all taxes** shall be paid to C 1 India Private Limited Online only.
- d) A Vendor manual containing the detailed guidelines for e-tendering system is also available on the portal.

### **3) MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS:**

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

### **4) OPENING AND EVALUATION OF APPLICATIONS:**

- a) Opening of Applications will be done through **online process**.
- b) NSCL shall open documents of the Application received in electronic form on the Application due date i.e. in the presence of the Applicants who choose to attend. This Authority will subsequently examine and evaluate the Applications in accordance with the provisions set out in the NIT.
- c) The Financial Proposal will be opened of the applicants. The date of opening of Financial Proposal will be notified later on.

#### **DISCLAIMER**

The Applicant must read all the instructions in the NIT and submit the same accordingly.

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Regional Office:- Sheikhpura, Raja Bazar, Patna

**Section-II**

**TERMS AND CONDITIONS FOR TRANSPORTATION OF SEED & MATERIALS BY ROAD**  
**(ON ANNUAL CONTRACT BASIS) FOR THE YEAR - 2022-23**

1. The tenderer should thoroughly go through the terms and conditions before submitting the tender.
2. Last date for online submission of tender is on **03-05-2022 up to 1.00 P.M.** The Technical Bid of all the bidders will be opened and Financial Bid of the technically qualified tenderers will be opened thereafter.
3. The tenderer should have to pay **Rs.1180/- inclusive GST(18%)** against tender form fees through online. The rate quoted should be valid for **FY 2022-23**

**1. EARNEST MONEY & SECURITY DEPOSITS;**

The Transporter shall deposit **Rs.5,00,000/-** (Rupees Five lakh only) towards Earnest Money Deposit through online i.e debit card/ credit card/ internet banking along with Technical Bid. The bidder having majority of slabs as L-1 rates may be requested by NSCL to work on L-1 rates of the respective slabs for which the bidder is not L-1 at which upon acceptance of the bids by NSCL, the transporter shall deposit amount of Rs. 10,00,000/- (Rs. Ten Lakh only) as Security Deposit. These all deposits are not entitled for any interest. They shall be made by **Bank Draft or Bank Guarantee in favor of National Seeds Corporation Ltd., drawn on any Nationalized / Scheduled Banks.** 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. NSCL reserves the right to forfeit the Security Deposit (in part or full) in the event of failure of the transporter to comply with the terms of contract. The Security Deposit or such part thereof if not forfeited or adjusted will be refunded to the transporter only on expiry of the contract and on satisfactory completion of the work under the agreement and on production of No dues /No demand certificate from the consignor unit of NSCL relevant to the contract period and after deducting the outstanding dues, if any, against the transporter on account of shortages, damages, delayed delivery etc. NSCL reserves the right to forfeit the Security Deposit in the event of failure of transporter to produce acknowledgement copies of the Lorry /Consignment Notes from the consignees or execute the transportation job to the NSCL's satisfaction.

**2. EXECUTION OF THE AGREEMENT;**

The agreement to which these "terms and conditions" form part shall be in force till the job for which transporter has been engaged is completed to the entire satisfaction of NSCL official and release of security money by NSCL to the transporter. Moreover the time limit of the contract can be extended on mutual consent in writing.



### **3. BOOKING OF CONSIGNMENTS, VOLUME OF WORK AND ALLOTMENT..**

- a. The consignment of NSCL's goods will normally contain seeds or such other goods as NSCL may specify (Packing material, treatment material, Machinery and other) etc.
- b. It should be understood by the transporter that NSCL's goods are of such nature that the same can be damaged in transit due to various factors 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 NSCL may suffer on that account. NSCL's losses are deductible from the bills of the transporter and/or from the amount of Security Deposit and while doing so the transportation charges will also be proportionately disallowed for such of the quantities reported short/damaged. In the event of NSCL's loss exceeding the amount of the Security Deposit and the bills which are payable to the transporter later, the transporter shall pay the amount on demand from NSCL without any dispute.
- c. NSCL 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. NSCL reserves the right to appoint one or more transporters and distribute the work proportionately among them during the period of this agreement and no claim for compensation shall lie against NSCL on account of such division of work.
- d. All the bookings will be on **"To be billed basis"**. The freight charges shall be on per Quintal / KM basis inclusive of the loading, statistical and bridge crossing charges, Chungi Tax, Toll Tax, insurance of the seed consignments loaded and other charges if any. In that case of Light weight seeds i.e. Groundnut, sunflower, chilli, brinjals, tomatoes, spinach etc. will be given 1.5 times the actual weight.
- e. The Contractor shall provide sufficient number of tarpaulins for each truck to cover the transported material and take reasonable precautions to avoid wetting/damage/loss to material during the transport. In the event of deficiency in service by contractor in not providing the tarpaulins for spreading on the decks of trucks or for covering the truck after loading, Liquidated Damages @ Rs. 200/- per truck will be imposed by NSCL without prejudice to any other right or remedies under the contract and law for recovery of all losses.
- f. The loading of the stocks will be restricted to the rated axle load of the commercial vehicle prescribed under the Motor Vehicles Act and Rules there under as amended from time to time and the Contractor will abide by such rules in regard to loading of vehicles. If any penalty is imposed by any authority or any action is taken, in the event of overloading the vehicle, the Contractor shall be solely responsible for the same. Any Contractor resorting to overloading of the trucks in violation of the rules will be treated as violating the terms & conditions of this Contract for which his Contract is liable to be terminated.
- g. The Contractor shall be liable for any loss/damage caused by any delay in the delivery of goods to NSCL due to breakdown of vehicle or its detention by the police or other Authorities for non-compliance with any of the Rules and Regulations.
- h. The Contractor shall not allow any other goods to be loaded in the lorries/trucks in which the seeds, food grains or any other goods of the NSCL are loaded.

### **4. ARRANGEMENT OF TRUCKS AND PLACEMENT.**

- a) The transporter shall make available the trucks and lift the consignment within 48 hours of intimation by NSCL. It shall be ensured that the entire consignment under the agreement is lifted within the dates intimated by NSCL on each occasion.

- b) The transporter will collect the goods from the Godowns and storage locations as indicated by NSCL from time to time on each occasion without any extra charge.
- c) All consignments will be booked **“on Carriers Risk”** and LR/GN printed with **“CARRIERS RISK ”** should be affixed on all the copies of Lorry Receipts/Goods Notes. In case of any accident /theft/fire to the consignment, the transporter should lodge FIR at nearest Police Station as earliest and arrange survey report of the Insurance Company for preferring claim.
- d) 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 any 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.
- e) In case seeds pertaining to 2-3 destinations are loaded in one truck for timely delivery, claim will be passed for entire quantity from loading point to last destination point by including all destination via short route on lower side.
- f) No transshipment is allowed in between the destinations except breakdown or accident etc., if the truck is stranded beyond reasonable limits, the transporter should make alternate arrangements for safe transportation of the goods by road within the delivery time limit prescribed already.

##### **5. Additional Terms and Conditions**

- a) Individual slab will be allotted to respective L-1 party. He cannot claim for award of contract for other slabs also in which he is not L-1 (Lowest rates giving party).
- b) Rates should only be offered category wise and range wise clearly as per the provision made in format (Price bid - Rate schedule).
- c) Rates should be offered inclusive of all Govt. Taxes like GST and Warai, Octroi, Toll Tax and Octroi Transit Pass Fees, RTO charges for permit for outstate transportation will not be borne by NSCL and it has to be borne by the transporter.
- d) The Transportation Charges will be paid on one-way distance only and optimum rates proposed are for one way per km for the range of Transportation separately.
- e) For the other charges like Warai (Overheads) NSCL will not be responsible and it will be totally on the part of Transporter.
- f) NSCL will not pay any additional charges like demurrages etc. at the unloading centers. Transporter will have to issue Builty / Lorry receipt for every transportation trip undertaken.
- g) The party should provide PAN No. issued by Income Tax Department and TDS at the rates applicable from time to time shall be deducted from each bill. GST shall be paid by NSCL at applicable rates.

- h) Although the agreement is made with the transporter for certain slabs, NSCL at its discretion can opt for any other economical mode of transport if available &, whenever required.
- i) The Drivers Mobile No. must be provided in the Bilty/LR itself to track the consignment whenever required.
- j) The NSCL Management reserves the right to split or non split of the order of Transportation, amongst more than one party at the tender lowest rates without assigning any reason thereof. The party who offered lowest rate (L1) in maximum slab will be given preference to be agreed on L1 rate, and competent authority will decide the number of parties amongst whom the order should be split or not for smooth running of job order.
- k) If L1 rate is received from two or more parties in some particular range of transportation ,the order of transportation may be split in proportion for that range amongst all L-1 rate quoting parties and no party can deny for part transportation award in that range.
- l) Bidders should quote rates in all the slabs

#### **6. EARNEST MONEY DEPOSIT:**

- a. Earnest money deposit is Rs.5,00,000/- and should be paid online (i.e debit card/credit card/ internet banking) during uploading the e-tenders on the e-tendering portal of National Seeds Corporation Ltd., <https://indiaseeds.eproc.in>.
- b. No interest will be allowed on the Earnest money from the date of its receipt until it is refunded.
- c. EMD amount shall not be converted into a part of Security Deposit.

#### **FORFEITURE OF EMD:**

In the event of a e-tenderer, whose tender is received within the closing date and time of the tender as specified, withdrawing his tender before the receipt of the final decision or in the event of e-tenderer whose e-tender has been accepted, failing to execute an agreement within 15 days from the date of giving the offer and/or failing to deposit Security amount within 15 days from the date of executing an Agreement, the Earnest Money deposited by such e-tenderer shall be forfeited without any intimation and in this case the work order also shall be cancelled and order will be placed to other party/parties participated in the tender.

When the party has declared in Technical Bid that his offer is as per the tender specifications but differ in specifications given in Price-Bid, his offer shall stand invalid and the EMD will be forfeited.

## **7. PENALTY FOR DELAYED LIFTING:**

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 delayed lifting at the rate of 2% of the freight charges per day per truck, or it shall be open to NSCL to transport the goods through any other transporter. In that event, if NSCL has to pay more than the amount payable to the transporter under this agreement, the excess amount paid shall be recovered/ adjusted by NSCL from the amounts and/ or the Security Deposit at the credit of the transporter and in addition, the incidental charges at the rate of **Rs.1000/-** per truck shall also be recovered from the transporter. The receipt of bills from other transporter for payment by NSCL on account of transporting the goods through them shall be with conclusive evidence of the amount so paid and the transporter under this contract shall without any dispute pay the excess amount, if any.

## **8. COLLECTION OF DOCUMENTS:**

The transporter will be entirely responsible for obtaining the permits, way bills, sale tax forms(GST)etc.(if any) wherever necessary, such as for inter State entry/free passage etc. Failure to obtain these forms from the consignor and the resultant delay will be entirely at the risk of the transporter and NSCL is not liable to pay any charge on account of detention, storage etc., enroute for want of any permit clearance.

## **9.DELIVERY OF CONSIGNMENTS:**

- a. The consignment shall be delivered by the transporter at the consignee's address at the specified destination on **door delivery** basis during office hours **i.e. 10.00 AM to 5.00 PM** on working days within the transit periods mentioned by NSCL on each occasion. The transit period is exclusive of the days of lifting (loading) and delivery (unloading).
- b. If delivery outside office hours or on holidays is anticipated, the transporter shall inform the consignee, in writing at least **24 hours** in advance about such delivery to enable the consignee to make required arrangements. However, neither the consignee nor the consignor shall be responsible, if arrangement is not made by the consignee for taking delivery of the consignment outside the office hours or on holidays.
- c. 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.
- d. The transporter shall not with-hold the delivery of the consignment for any reason whatsoever, and shall be solely responsible for any loss that NSCL may incur 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 NSCL's prevailing sale price along with the damages liable for payment by NSCL on the 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 etc,
- e. For any reason such as break-down, accident etc. if the truck is stranded beyond reasonable limits, the transporter should make alternate arrangement for safe transportation of the goods by road within the delivery time limit prescribed already.

- f. The Transportation Charges will be paid on one-way distance only and optimum rates proposed are for one way per km for the range of Transportation separately.
- g. NSCL will not pay any additional charges like demurrages etc. at the unloading centers.

**10.DETENTION:**

No detention charges will be payable for the first 24 hours of detention of trucks at the originating station or at the destination station. For detention beyond 24 hours, NSCL may pay detention charges @Rs.1000/- per day but not exceeding 2% of the freight charges per working day per truck provided, if it is sufficiently established that NSCL alone is responsible for the detention. In calculating the number of days of detention, the days of the placement/arrival of the truck and that of loading/ unloading shall be excluded.

**11.CALCULATION OF DISTANCE:**

The distance will be calculated as per the distance given in “Google Earth” by shortest route. In case the destination station is not indicated, the supplement distance will be worked out on the basis of road map of India/States by Motoring Guide of India/Google Earth. The transit time is to be calculated @ 300 kms per day. For billing or payments K.M. calculation shall be based on distance shown at Google at shortest routes. While passing the transport bills, actual distance will be verified from the Google Earth and the bills will be passed accordingly. However distance(KMs) calculation will be based on shortest High Ways and approved truck route.

**12.PENALTY FOR LATE DELIVERY;**

The transit period specified in clause 9(a) shall be deemed to be the essence of the contract. The said period shall be legibly written on the LR/GN both in words and number. If the transporter fails to deliver the consignment within the time limit specified in tender, NSCL shall have the right to levy penalty as follows for delayed delivery:

No of days delay beyond the transit period.	Penalty per day of delay per truck as percent of the freight charges
i) For the delay up to 50% of the transit period or part thereof.	2% of the freight per truck per day of delay.
ii) For the delay beyond 50% of the transit period	5% of the Freight per truck per day of the delay.

In case, the delay is due to circumstances beyond control of transporter, the NSCL reserves the right for relaxation of delivery period subject to disposal of stocks.

**13. PAYMENTS AND INCOME TAX:**

a. Payments will be made through RTGS in favour of the Transporter by the consignor on the basis of actual net weight of the goods stated in the Lorry Receipt at the time of loading and on production of Certificate of receipt of the goods from the consignees. The transporter should ensure to produce acknowledged copy in respect of no. of bags received by the consignee with date and duly signed with stamp. The cost on account of shortage in the consignment, penalty for late delivery of the consignment and value of damage to the consignment will be deducted by the consignor before making payment to the transporter.

b. NSCL reserves the right to deduct at source the Income Tax amount from the payments due to the transporter according to the provisions of Section 194 C of the Income Tax Act 1961 and Rules framed there-under as in force.

#### **14. ADDITIONAL TERMS & CONDITIONS:**

1. Three year Past experience of the transporter for executing similar nature of job in respect of transporter of seeds shall be furnished.
2. Income Tax Return of past 3 years should be furnished.
3. It is the duty of the transporter as per the Terms and Conditions of the agreement that 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.
4. The party should offer/quote their rates keeping in mind of the fact that the transportation of seeds are exempted from payment of GST.
5. Regional Manager reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
6. The Transport Operator shall ensure that the Vehicles used for the carriage of goods entrusted to it are licensed, taxed, constructed, maintained, loaded, properly secured for loads, insured, operated and used in conformity with the law. The Transport Contractor shall ensure its drivers, servants and agents comply with:-
  - a. The speed limits and the site safety and traffic rules operative at the Purchaser's premises from time to time.
  - b. All instructions given by an authorized representative of NSC and also the Transport contractor shall take all measures to protect the transported goods with tarpaulins, sheets etc.
7. Goods shall be deemed to be entrusted to the Transport contractor from the time the goods are loaded onto its Vehicle at the point of loading until till the point of final delivery. The Transport contractor shall not transship the goods entrusted to it either in whole or in part without the prior consent in writing of the NSC.
8. The Transport Contractor shall not without the prior consent in writing of the Purchaser, sub-contract, assign or transfer the contract of carriage of goods entrusted it, in whole or in part. Such consent may be forthcoming in exceptional circumstances but shall not relieve the Transport Contractor from any of its obligations. The Transport Contractor shall be responsible for providing proof of delivery of the goods to the consignee by obtaining the Purchaser's delivery document signed by or on behalf of the consignee in acknowledgement of receipt.
9. The Transport Operator shall retain the signed delivery document for twelve months from date of delivery and shall supply the same to the NSC whenever so requested during that period.
10. The Transport Operator shall indemnify the NSC against all actions, losses, liabilities, damages, claims, costs, charges, demands and expenses that arise out of, relate to or are in connection with the loss of, or damage to, any property (including but not limited to property of the Purchaser) or injury to, or death of, any person (including but not limited to employee of the NSC).

## **15. TERMINATION OF CONTRACT**

The terms and conditions as stated above shall be binding on the NSCL and the Transporter and their relationship shall 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 thereof. The transporter shall neither be entitled to question the termination.

Nor shall he be entitled to any compensation upon termination of this agreement. In the event of the transporter being adjudged insolvent or going into liquidation or winding up his business or failing to observe any of the provisions of the contract or is convicted or punished under the statutory provisions, NSCL shall be at liberty to terminate the contract without prejudice to any other rights or remedies under the 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.

## **16. 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 discussions, 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 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.

## **17. Force Majeure**

a) Notwithstanding to the terms and conditions as mentioned in the tender documents or terms of agreements if any, the transporter shall not be liable for forfeiture of its Security Deposit, payment of Liquidity damages or termination for default to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure mentioned therein below.

b) For purpose of this clause "Force Majeure" means an event beyond the control of the parties and not involving the Transporter's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of God, wars, civil riots or revolutions, fires, rain or any other act affecting the performance of the Contract.

c) If a Force Majeure situation arises, the Transporter shall promptly notify the NSCL in writing of such conditions and the clause thereof within 48 (Forty Eight) hours. Unless otherwise directed by the parties in writing, the Transporter shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**NATIONAL SEEDS CORPORATION : PATNA**

**Section-III**

**TECHNICAL BID**

**ANNUAL TRANSPORT CONTRACT FOR YEAR 2022-23**

1	Name and address of the tenderer	
2	Name of the Proprietor / Partner (if applicable)	
3	Address and Contact No .	
4	E-mail address of the owner / Managing Director	
5	Valid Registration Number of the firm / Organization ( <i>attach copy of Registration</i> )	
6	Number of truck owned with registration No. (attached vehicle registration certificate )	
7	Copy of GST certificate (attached)	
8	Income Tax return for the last 2 years (2019-20, 2020-21) (attached)	
9	Copy of the PAN Card (attached)	
10	Details of the past experience and value of transportation done (Last three year)	
11	Under taking that the firm is not black listed nor having any relationship with employee of NSCL (copy attached)	
12	Acceptance letter to be attached in company letter head (section VI)	



**NATIONAL SEEDS CORPORATION LIMITED**  
**Regional Office:- Sheikhpura, Raja Bazar, Patna**  
**Section-IV**

**FINANCIAL BID**

***TRANSPORTATION TENDER OF NATIONAL SEEDS CORPORATION LIMITED, FOR THE YEAR 2022--2023***

Sir,

We have carefully gone through the terms and conditions prescribed for entering into contract for appointment of Annual Transport Contract. The Rates will be valid for the FY 2022-23. We have quoted per Quintal per Kilometer in Rupees and the rates quoted are inclusive of loading, unloading, statistical, bridge crossing, insurance etc including GST. Our lowest and firm rates for the different slabs are as follows.

(All slabs are mandatory)

Slab of distance (in (K.M.)	Slab of qty. in quintals in respect of other than above crops such as Wheat, Gram, Paddy, Oil / Pulses etc. , Machinery, Packing Material & other items				
	60 qtls. to 90 qtls	90.01 to 120 Qtls.	120.01 to 160 Qtls.	160.01 to 200 qtls.	200.01 qtls & above
0-50					
51-100					
101-200					
201-350					
351-450					
451-550					
550-1000					
1000 & above					

**NATIONAL SEEDS CORPORATION LIMITED: PATNA**

**Section- V**

To  
The Regional Manager  
National Seeds Corporation Ltd.  
Sheikhpura, Raja Bazar,  
Patna (Bihar)

**CHECKLIST FOR THE TENDERER**

S.No	Particulars
1	Check the tender is submitted in Two Bid system, separately for Technical and Financial Bid
2	Online receipt for Rs.1180/- inclusive GST towards cost of tender form.
3	Online Receipt for Rs. 500000/- (Rs. Five Lakh) towards EMD.
4	Tender form is complete and not conditional.
5	Under taking that the firm is neither black listed nor having any relationship with employees. Copy Enclosed.
6	GST copy
7	PAN card copy
9	Income tax return for the last 02 years
10	Past experience certificate details
11	Registration Certificate (As per Mode of Establishment)
12	Vehicle registration certificate (if Applicable)

**Section-VI**

**Undertaking**

The Regional Manager,  
National Seeds Corporation Limited  
Sheikhupra, Raja Bazar,  
Patna (Bihar)

Sir,

This is in reference to your Tender Notice published for transportation of Seeds. In this connection, I wish to undertake that our firm is neither blacklisted by any of the firm nor our firm is having any relationship with Employees of National Seeds Corporation Limited.

Signature of Transporter\_\_\_\_\_

Address & Stamp:

Date :-

**Acceptance letter in below given format to be attached in company letter head.**

(Copy to be uploaded on e-portal)

I have read and understood e-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 Management. Above information is true to our knowledge and belief.

Signature of Tenderer :

Name:-

Address

Phone No

Email:

Stamp

Date: \_\_\_\_\_