



NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)

REGIONAL OFFICE-LUCKNOW

Lakshya Plaza, INS-19, Sector 7-C, Vindravan Yojna,

Amar Saheed Path, LUCKNOW-226 029

T E N D E R D O C U M E N T

F O R

**Transportation of Seed by Road on
(Annual Contract Basis) for FY: 2022-23**

At

**NSC, Area Office: Bareilly, Kanpur, Hampur, Agra,
Meerut, Shahjahanpur, Varanasi & Gorakhpur**

Price Rs. 1180/-

NATIONAL SEEDS CORPORATION LIMITED
(A Government of India Undertaking)
REGIONAL OFFICE-LUCKNOW
TABLE OF CONTENTS

Sl.No.	Details	Items	Page No.
1.	Section - I	Tender Notice	1
2.	Section - II	Essential conditions for Transportation of Seed by Road (On Annual Contract Basis) For F.Y. 2022-2023 & EMD	2-3
3.	Section - III	Technical Bid	4
4.	Section - IV	Financial Bid	5
5.	Section – V	Terms & conditions	6-10
6.	Section - VI	Draft of contract agreement	11-13
7	Section-VII	Instruction to Bidder- On line Mode	14-15

नेशनल सीड्स कारपोरेशन लिमिटेड,

(भारत सरकार का उपक्रम)

क्षेत्रीय कार्यालय, लक्ष्य प्लाजा, आईएनएस 19,
सेक्टर 7 सी, वृंदावन योजना, अमर शहीद पथ, लखनऊ-226029

Telephone No: 0522- 7118213, 3516971

पत्रांक: 1-19(11)/ट्रांसपोर्ट-प्रशा0/एनएससी-लख0/22-23

दिनांक: 04.05.2022

ई. निविदा

नेशनल सीड्स कारपोरेशन लि0 के क्षेत्रीय कार्यालय-लखनऊ के अधीन बरेली, शाहजहांपुर, हेमपुर, आगरा, मेरठ, कानपुर, गोरखपुर व वाराणसी में स्थित विभिन्न गोदामों पर उपलब्ध बीजों के परिवहन कार्य हेतु वर्ष 2022-23 के लिए प्रति टन प्रति किलो मीटर आधार पर वार्षिक कान्ट्रेक्टर की नियुक्ती हेतु ई. निविदा दिनांक 14.05.2022 को 13.00 बजे तक दो बीड (two bid system) में आमंत्रित करता है । तकनीकी बीड को उसी दिन अपरान्ह 15.00 बजे खोला जायेगा ।

निविदा प्रपत्र व नियम व शर्तों को निगम के वेबसाईट से डाउनलोड कर प्राप्त कर सकते है । निविदा शुल्क रू0 1180/-(including 18% GST) है । निविदा शुल्क व धरोहर राशी के बिना यदि निविदा प्राप्त होती है उसे स्वीकार नहीं किया जायेगा ।

निविदा से सम्बंधित दिनांक या अन्य कोई भी बदलाव यदि होता है तो उसे निचे लिखे निगम के वेबसाईट पर ही अपलोड किया जायेगा । अतः विस्तृत जानकारी के लिए वेबसाईट www.indiaseeds.com, eprocure.gov.in, indiaseeds.eproc.in को देखते रहे है ।

(मुकेश कुमार जाट)
क्षेत्रीय प्रबन्धक

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDER TAKING)

REGIONAL OFFICE LUCKNOW

Section-II

Essential conditions for Transportation of Seed by Road (On Annual Contract Basis) For F.Y. 2022-2023

1. e-tenders are invited under two bid systems (A).Technical Bid (B).Financial Bid from a reputed and experienced transport companies/firms or organizations.
2. Tender Document can be downloaded from www.indiaseeds.com, eprocure.gov.in, indiaseeds.eproc.in. For payment of tender fees Rs. 1180/- (including GST) & EMD amount please follow instruction of **Section-VII**. E-tender website is indiaseeds.eproc.in.
3. Participants should go through the Terms and Conditions before submitting this tender.
4. EMD of unsuccessful tenders will be refunded on request application.
5. Financial bid will be opened only for those parties who qualify in technical bid.
6. Terms and Condition mandatorily signed by the authorized signatories of the Firm/company or organization and further it will become the part of Agreement.
7. All the details pertain to Technical and Financial Bid should be given very precisely in the uploaded format.
8. Only government deptt, PSU's, Co-operatives, Autonomous Institutions Corporation work experience certificate will be entertained and Turnover (work) should not be less than Rs. 50.00 lac in previous two years.
9. Experience Certificate should not be older than five years.
10. A valid RTO registration certificate is mandatorily be provided with technical bid.
11. Other documents must be attached as per the format of technical bid.
12. Financial bid contains only rates in different slabs in per ton per km.
13. Solvency certificate of the Firm/Company or Organization (In case of proprietor it may be of proprietor.) firm is mandatorily from their banker or from Chartered Accountant and it should not be less then Rs. One Crore.
14. Upon acceptance of the tender by NSCL, security deposit Rs. 4.00 lac each in case of Area Office Bareilly, Shahjahanpur, Kanpur, Agra, Meerut & Hampur & Rs. 1.00 lacs each in case of Varanasi & Gorakhpur mandatorily has to be deposited by the party within 10 days after issue of work order. EMD amount will be adjusted as security deposit. Whenever total work exceeds Rs. 50.00 lacs during FY, 2% of bill amount will be deducted from running bills as Security Deposit. Conditional Tender will not be accepted.

15. **Procedure for Submission of Tender:** Please follow instruction of **Section- VII. E-** tender website is indiaseeds.eproc.in.

16. Schedule of the tender & EMD:-

S.No.	Area Office	Tender date	Tender opening time	EMD (in lacs)
1	Bareilly, Shahjahanpur, Agra, Kanpur, Hampur	14 .05. 2022 By 13.00 hrs	14 .05. 2022 By 15.00 hrs	Rs. 3.00 lacs for each area office
2	Varanasi, Gorakhpur & Meerut			Rs. 1.00 lacs for each area office

- i) The EMD must be **calculated per Area Office** and deposited in NSC Lucknow Bank Account as detailed below and copy of UTR/Receipt must be uploaded online in technical document.
- ii) Bank Name- State Bank of India, Branch-Alambagh Lucknow, IFSC- SBIN0003222, Current A/c No. 32945078374.
- iii) For example if anybody want to submit rates for Bareilly, Shahjahanpur and Meerut Area Office, he has to be deposited Rs. 07.00 lacs (Rs. 3.00 lacs + Rs. 3.00 lacs + Rs. 1.00 lacs)
- iv) Only MSME's firms are exempted for payment of Tender Fee and EMD subject to valid documentary proof of registration.
- v) The entire participant should mandatorily submit a self declared certificate that they have read all the **essential condition** and terms and condition which will became the part of agreement carefully and agree for the same on Rs. 100. Stamp paper.
- vi) Certificate under Section 194 C (6) of Income Tax Act 1961 is mandatory for all transporters.
- vii) GST Registration No.

Section-III

NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDER TAKING)
REGIONAL OFFICE LUCKNOW
TECHNICAL BID

1	Tender for Area Office	
2	Name of the Participant	
3	Address	
4	Name of the Proprietor/Partner/Director	
5	Registration of the Firm/Company or Organization under Partnership Act /Companies Act or any other act which is in force.(Enclose copy of registration)	
6	GST Reg. No. (enclose copy)	
7	Income Tax Pan No. (enclose copy)	
8	RTO registration No (enclosed copy)	
9	Bank Details A. Name of Banker & Address B. Account No. C. IFSC CODE	
10	Solvency certification of the firm/Company or Organization from banker or from Chartered Accountant (enclose copy)	
11	Reference of transportation work undertaken from (experience Certificate) (a) NSC b) Work experience certificate from the Govt. organization or PSU's organization for work more than Rs.50.00 lacs (enclose copy)	
12	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)	
13	Certificate under Section 194 C (6) of Income Tax Act 1961.	

14	Self declared certificate that they have read all the essential condition and terms and condition which will became the part of agreement carefully and agree for the same on Rs. 100/- Stamp paper.	
15	Details of tender fees	
16	Details of EMD deposit	

Section-IV

NATIONAL SEEDS CORPORATION LTD.
(A Government of India Undertaking)
REGIONAL OFFICE: Lucknow
FINANCIAL BID

I am quoting rates for transportation of seeds or Seed material and CPM material irrespective of packing size on annual contract basis for FY 22-23 as per ton per kilometre in rupees (the rates quoted must be inclusive of loading)

Rates for Area Office:.....

Sr. No.	For Distance (in Km)	Freight Rate per ton per km in Rs. (inclusive all taxes)									
		0 - 1 ton	1.1 ton - 2 ton	2.1 ton - 3 ton	3.1 ton - 4 ton	4.1 ton - 6 ton	9 ton to 12 ton	15 ton to 18 ton	21 ton- 25 ton	25.1 ton 30 ton	30.1 & above
1	0-25										
2	26-50										
3	51-75										
4	76-100										
5	101-200										
6	201-300										
7	301-400										
8	401-500										
9	501 AND ABOVE										

Note:- NSC reserve all the rights for giving preference for negotiation to the firm which quoted L-1 rates in maximum slabs & negotiation will be done with the firm for work on L-1 rates quoted by other firm OR individual slab will be allotted to respective L-1 firms and firm cannot claim for work on other slabs where he is not L-1 firm.

NSC/Committee members reserve the right to take decision on above & firm will have no right to challenge the same. Decision of RM will be final.

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

Signature.....

Name of Firm.....

Mob No.....

6

Section-V

**REGIONAL OFFICE: LUCKNOW
TERMS AND CONDITION**

FOR TRANSPORTATION OF SEEDS BY ROAD (On Annual Contract Basis)

1. Agreement for transportation of seeds shall be valid up to **31.03.2023**.
2. **NSC reserve all the rights for giving preference for negotiation to the firm which quoted L-1 rates in maximum slabs & negotiation will be done with the firm for work on L-1 rates quoted by other firm OR individual slab will be allotted to respective L-1 firms and firm cannot claim for work on other slabs where he is not L-1 firm. NSC/Committee members of NSC reserve all the right to take decision on above & firm will have no right to challenge the same. Decision of RM will be final**
3. 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. 4,00,000/- each for Area Office Bareilly, Shahjahanpur, Kanpur, Meerut, Agra & Hempur & Rs. 1,00,000/- each for Area Office Varanasi & Gorakhpur unit. Whenever total work exceeds Rs. 50.00 lacs during FY, 2% of bill amount will be deducted from running bills as Security Deposit. NSC reserves the right to forfeit the security deposit (in part or full) in the event of the failure of the transporter to comply with the 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 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, damages 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 or consignment note from the consignees or execute the transportation job to the NSC's satisfaction.
4. **In the in the event of the failure of the transporter to comply with any of the terms & conditions of the tender. Then the EMD will be forfeited and the Firm will be black listed or debarred for minimum period of 5 years for participating in NSC tender.**
5. The consignment of NSC's goods will normally contain seed, raw seed, or material of such other goods as NSC may specify certification and packing material. 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.

6. 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.

7

7. The transporter will collect the goods from the godown and storage locations as required by NSC from time to time on each occasion without any extra charge. Whenever loading charges are being borne by the NSC or NSC's seed producers the loading charges will be deducted from transport bills at the rate fixed for respective NSC Labour contractor.
8. The transporter will ensure that vehicle/truck entering into the NSC premises should have proper required documents as per RT act like valid pollution control certificate, RC etc.
9. The transporter shall make available the trucks and lift the consignment within 24 hours of intimation by NSC. It shall be ensured that the entire consignment under the agreement is lifted within the dates intimated by NSC on each occasion. If the transporter fails to lift the stocks within 24 hours of NSC's intimation, NSC shall have the right to impose a penalty for delayed lifting at the rate of two percent of the freight charges per day per truck up to a maximum of one days beyond which it shall be open for NSC to transport the goods through any other transporter. In that event, if NSC has to pay more than the amount payable to the transporter under this contract, the excess amount paid shall be recovered/adjusted by NSC from the amount and/security deposit at the credit of the transporter. The receipt from the other transporter for payment by NSC on account of transporting the goods through them shall be conclusive evidence of the amount so paid and the transporter under this contract shall without any dispute pay the excess amount either in cash/accept recovery /adjustment from the amount at his credit.
10. The Transporter will have to inform the number of trucks owned by with copy of the valid registration of the vehicle issued by RTO. NSC may decide the capacity of the transporter for award of work.
11. The transporter will be entirely responsible for obtaining the permits, GST etc., (if any) wherever necessary such as for interstate 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 is not liable to pay any charge on account of detention, storage etc., enroute for want of any permit/clearance.
12. 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 days within the transit periods of 300 Kms per day. The transit period is exclusive of the days of lifting (loading) and delivery

(unloading). If delivery outside office hours or on holidays is anticipated, the transporter shall inform the consignee, in writing, at least 48 hours in advance above such delivery to enable the consignee to make the required arrangement. However, neither the consignee nor the consignor shall be responsible if arrangements are not made by the consignee for taking delivery of the consignment after the office hours or on holidays.

13. The transit period specified in clause 12 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.

-8-

Sr. No.	No. of days beyond the transit period	Percentage of the Freight charges as penalty per day of delay per truck
1	For the delay up to 50% of the transit period or part thereof	2% of the freight per truck per day of delay.
2	For the delay of beyond 50% of the transit period or part thereof	2% of the freight per truck per day of delay up to 50% of the transit period plus 10% of the freight per truck per day on the delay beyond 50% of the Transit period.

- a. In any case total penalty would not exceed the total freight per tuck.
14. All the booking will be on "To Be Billed" basis. The freight charges shall be on per ton per km basis inclusive of all taxes (except toll tax, octroi), loading, statistical and bridge crossing charges. Toll tax, octroi, unloading charge will be paid on production of original receipt. **Unloading charge will be restricted to unloading rate finalized for job work of concerned Area Office of NSC. It shall be on a slab system as follows:**
15. For Distance (in km) Freight rate (Rs./-ton/- km)

For Distance (in Km)	Freight Rate per ton per km in Rs. (inclusive all taxes)									
	0- 1 ton	1.1 ton – 2 ton	2.1 ton – 3 ton	3.1 ton – 4 ton	4.1 ton - 6 ton	9 ton to 12 ton	15 ton to 18 ton	21 ton- 25 ton	25.1 ton 30 ton	30.1 & above
0-25										
26-50										
51-75										
76-100										
101-200										
201-300										
301-400										
401-500										
501 AND ABOVE										

16. 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 payments towards freight charges shall be made on to be billed basis. **For billing or payments Kilometer calculation shall be strictly based on short rout of Google Map.**
17. For transporting seeds such as Groundnut, Sunflower, fodder and Vegetable seeds, packing material packed in bags/cartoon box, etc. 50 qtls load will be considered as 9 tons since truck cannot accommodate 9 tons load. Truck load will be calculated as ...qtls x 1.8 for above.

18. In case of cereals, pulses, oil seed etc truck load 6.1 ton to load 7 ton will be paid rate applicable for slab rate 4 ton to 6 ton. In case of truck load 7.1 ton to 8.9 ton payment will be considered for slab rate of 9 ton to 12 ton. Similarly truck load up to 13 ton will be paid for slab rate 9 ton to 12 ton & 13.1 ton to 14.9 ton will be paid for slab rate 15 ton to 18 ton. Similarly truck load up to 19 ton will be paid for slab rate 15 ton to 18 ton & for truck load 19.1 ton 20.9 ton rate will be applicable for slab rate 21 ton to 25 ton.
19. In case, seeds pertaining to 2-3 destinations are loaded in one truck for timely delivery, claim will be passed for entire qty from loading point to last destination point by including all destinations via short route on lower side.

-9-

20. Payment will be made in favour of the transporter through RTGS (for this the Transporters has to give details of A/C Number with Bank Branch Name and IFS 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.
21. NSC reserves the right to deduct the TDS as per the Income Tax Act 1961, from the bill amount which is due to the transporter according to the provisions of sec. 194C of the said act and rules framed there under as in force.
22. 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, NSC may pay detention charges @ Rs.400/- per day.
23. 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.
24. The transporter shall not withhold the delivery of the consignment for any reason whatsoever, and shall be solely responsible for any loss that NSC may sustain on account of such non delivery. In the event of non delivery of the consignment at the destination the transporter shall bear the entire cost of the seed and packing material in full at the NSC's prevailing sale price along with the damages liable for payment by NSC on the consignment due to non supply of seeds to seed user/indenters. For other goods the transporter shall pay the entire cost of the goods and the packing material.
25. 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, breakdown, 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.
26. 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.

27. The transporter shall ensure that (a) "Hooks" are not used for handling the bags (b) the trucks are covered with double tarpaulins which are perfectly water-proof, leak-proof and in sound condition to avoid damage by rain etc. (c) the consignment is never exposed or kept open and (d) the entire transportation is made only by road and not by any other mode of transportation.
28. 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. The work contract can be extended further year on mutual consent in writing.
29. Rates agreed now are inclusive of all taxes except Octroi, Toll Tax & Octroi Transit Pass fee. These will be reimbursed on production of original receipt. 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

10

30. Terminate the contract at any time during its currency after giving 10 days notice to the transporter without assigning any reason whatsoever and transporter shall not be entitled to question the termination. Nor shall be entitled to any compensation on this contract. In the event of transporter being adjudged insolvent or going liquidation or winding up his business or failing to observe any of the provisions of the contract or is convicted or punished under the provisions of any statute, NSC, shall be at liberty to terminate the contract without prejudice to any other rights or remedies under contract and to get the work done for the 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.
31. 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 be 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."
32. Due to hike or decrease in the rates of fuel, escalation will be considered only increasing the rates more than 10% and minimum after period of six months. Hike will be vice versa \pm . In such cases percentage for increase or decrease will be governed @ 5% only.

Name & Signature and seal Of Authorized Signatories

with official stamp

Place

Date:

AGREEMENT

FOR ANNUAL TRANSPORTATION OF SEEDS AND PACKING MATERIAL BY ROAD

AN AGREEMENT made on the day ofbetween National Seeds Corporation Limited (NSCL), a company registered under the Companies Act,1956 and having its registered office at New Delhi(hereinafter referred to as the NSCL,which expression shall, where the context so admits include its Successors and Assigns)of the ONE PART

And

M/s..... Firm registered under The Partnership Act 1932/Companies Act and having its registered office at (hereinafter referred to as the Transporter, which expression shall, where the context so admits include its Successors and Assigns) of the OTHER PART.

WHEREAS, the NSCL is the producer and trader of Seeds at its various Area Offices spread throughout the country controlled by 11 Regional Offices.

WHEREAS, the Area Office Appointed Dealer-Distributor Network throughout the Country and also deals in Central and State Government requirements of Seeds.

AND WHEREAS, the NSCL sends the Seeds & packing material to its various Area Offices as and when required.

AND WHEREAS, the NSCL was in lookout for appointing a transport company/Firm, who can undertake the transportation of its products to its various

Area Offices throughout the country on Annual Contract Basis and invited tenders for the said purpose through leading newspapers & website;

AND WHEREAS The Regional Manager of NSC –Lucknow is the competent Authority to appoint the Transporter or to renew or extend the contract period of transporter for all the Area Offices which are directly or indirectly under the control of Lucknow Regional Office.

-12-

AND WHEREAS, the
was appointed as Transporter of Area Office
.....through tender process in the FY 2022-23
and it will perform the Transport work only for Area
Office.....

AND WHEREAS, the NSCL advised the Transporter to deposit a sum of Rs.
lacs as security for the due performance of the contract.

AND WHEREAS, the parties have agreed to enter into an agreement herein
contained.

NOW IT IS HEREBY AGREED BETWEEN BOTH PARTIES AS FOLLOWS:

1. The NSCL appoints as its sole transporter for the
..... Area Office for a period of one year commencing from 01st
April 2022 to 31st March 2023.
2. The transporter agrees that it shall transport the Seeds and Packing Material
from Unit to other various units throughout the country on
the rates agreed between the parties.
3. The transporter agrees that it shall make available to the NSCL every day the
number of trucks required by it for transporting the products.
4. The Transporter undertakes that it will provide trucks of good condition with
the drivers having valid driving licenses. The officers of the NSCL will be
authorized to inspect the condition of the truck, permits, insurance books of
each truck, up to date vehicle tax paid receipts and driving licenses of the

drivers and the transporter will produce the said documents for inspection to the officers of the NSCL whenever required to do so. If the officer of the NSCL Company comes to the conclusion that any truck is not of good condition or lacking in any other respect, he can require the transporter to take back the said truck for which the transporter shall not be entitled to any changes. However, the officer will intimate to the Transporter the reasons for requiring the truck to be taken back.

5. The Transporter will not transport goods of any other person in the trucks carrying the NSCL products.

-13-

6. This agreement shall be executed in duplicate. The original shall be retained by the National Seeds Corporation Limited and the duplicate by the transporter.
7. That the Transporter is agreed to the tender terms and condition attached to this agreement as Annexure 1 and which form part of this agreement.

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 be 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."

IN WITNESS WHERE OF THE PARTIES have set their hands on the dateof monthyear 2022 for financial year 2022-23.

Signature of Party

Signature of Authorised Signatory

Witness

- 1 Signature
Name
Address

- 2 Signature
Name
Address

(Area Manager)
SubUnit.....

14

SECTION -VII

NATIONAL SEEDS CORPORATION LTD.
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 vikas.kumar@c1india.com for more details during NSCL working days, contact no. 8130606629.
- 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 ₹ 3416/- inclusive of all taxes through **online** mode. Validity of Registration is 1 year.
- After making the payment through online mode (i.e. Net banking, Debit card, Credit Card), Vendors have to send an e-mail (nsclsupport@c1india.com) 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 570/- inclusive of all taxes (Non-refundable) through 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 MSME 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 PH: **0124-4302033/36/37, nsclsupport@c1india.com** .

II. **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 it's 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 it's 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.

V. DISCLAIMER:

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