

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

REGIONAL OFFICE: SECUNDERABAD

(CINNO: U74899DL1963GOI003913)



TERMS & CONDITIONS OF ANNUAL TENDER CONTRACT FOR TRANSPORTATION OF SEEDS AND PACKING MATERIAL FROM DIFFERENT LOCATIONS UNDER SECUNDERABAD REGION FOR THE YEAR 2023-24

TENDER SHOULD BE SUBMITTED IN ONLINE ONLY

DATE/ TIME OF DOWNLOADING THE TENDER	: 14.03.2023 / 14.00 Hrs
DATE / TIME OF CLOSING OF TENDER	: 06.04.2023 / 15.00 Hrs.
OPENING OF TENDER (TECHNICAL BID)	: 06.04.2023 / 15.30 Hrs.
OPENING OF TENDER (FINANCIAL BID)	: After Evaluation of technical Bid)
COST OF TENDER FORM (Non-refundable)	: Rs.590/- (inclusive of GST 18%)

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National Seeds Corporation Limited

(A Government of India Undertaking)

REGIONAL OFFICE: SECUNDERABAD

NOTICE INVITING E-TENDER

No. 3(4)/MKTG/NSC- HYD/2022-23/

Dated: 14.03.2023

National Seeds Corporation Limited, Regional office, Secunderabad invites tender for Annual rate contract for transportation of Seeds & packing material from different places under the NSC Regional office Secunderabad to anywhere in Telangana, Andhra Pradesh which includes NSC, Central State Farm, Jawalgera, Sindhanur Taluk, Raichur District, Karnataka to anywhere in Telangana and Andhra Pradesh and also throughout India, from the reputed transporters.

Particulars	Details
Name of the tender	Annual Transportation Rate Contract
Date of issue of NIT	14.03.2023
Tender Document Download Start Date/time from website https://indiaseeds.enivida.com	14.03.2023 (14.00 Hrs.)
Tender Document Download End Date/time	06.04.2023 (Till 14.00 Hrs.)
Date and time for submission of online bid	From 14.03.2023 (14.00 Hrs.) To 06.04.2023 15.00 Hrs.)
Date and time of opening of Technical Bid and Price Bid via Online mode at NSC, RO Secunderabad	06.04.2023 at 15.30 Hrs.
Tender Fee(To be deposited online)	Rs. 590 .00 (Five Hundred & Ninty only) inclusive of GST
EMD (To be deposited online)	Rupees Two Lakh only
	National Seeds Corporation Limited Regional office Secunderabad, North Lallaguda Secunderabad 500 017
Clarification required if any, the Contact Person is Asst Logistics/ I/C Marketing during working days in working hours	Asst Logistics/ I/C Marketing <i>Email:</i> mm.nscsecunderabad@gmail.com mktg.nscsecunderabad@gmail.com <i>Name / Mobile number;</i> <i>Shri.D Nagaraja. Sr. Asst. (Stores)</i> <i>8349817491.</i> <i>Shri. B.Sarathbabu Assistant Manager(Mktg)</i> <i>9949996843</i>

1. Tender without EMD and cost of tender (to be deposited through online) will be rejected.
2. NSC reserves right to make any alteration /modification in the tender documents or cancel the tender at any stage without assigning any reason.
3. Any changes in the tender documents will be informed through corrigendum only in e-procurement portal and our website www.indiaseeds.com

Regional Manager

PART – A.

INSTRUCTIONS TO THE BIDDER'S

1. Bidders/Vendors/Suppliers/Contractors must get themselves registered on the portal for participating in the e-tenders published on <https://indiaseeds.enivida.com> by paying the charges of Rs. 2360/- (Inclusive taxes) per year.
2. Bidders must provide the details of PAN number, registration details etc as applicable and submit the related documents. The user id will be activated only after submission of complete details. The activation process will take minimum 24 working hour's enividahelpdesk@gmail.com
3. Bidders must have a valid email id and mobile number.
4. Bidders are required to obtain Class 3 Digital Certificates (Signing & Encryption) as per their company details.
5. Once bidder DSC is mapped with the user id, the same DSC must not be used for another user id on the same portal. However bidder can update the digital certificate to another user id after un-mapping it from the exiting user id.
6. Bidders now can login with the activated user Id & DSC for online tender submission process in this portal.
7. Bidders can upload required documents for the tender well in advance under My Documents and these documents can be attached to the tender during tender participation as per the tender requirements. This will save the bid submission duration/time period and reduce upload time of bid documents.
8. Bidders must go through the downloaded tender documents and prepare and upload bid documents as per the requirements of the department.
9. Once the bidders have selected the tenders they are interested in, Bidders will pay the processing fee Rs 550/- per tender (NOT REFUNDABLE) by net-banking / Debit / Credit card then Bidder may download the Bid documents etc. Once Bidders will pay both fee tenders status will be shown "form received". This would enable the e- tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.
10. Bidders are advised to read complete BoQ / SoQ / Price Bid / Financial Bid and Terms & Conditions before quoting rates in the bid document.
11. Any modification/replacement in BoQ / SoQ/ Price Bid / Financial bid template is not allowed. Bidders must quote only in predefined fields in the bid sheet and save the Bid-Sheet. After saving, the same bid sheet must be uploaded in the portal.
12. Bidders must pay required payments (Tender fee, EMD, Tender Processing Fee etc.,) as mentioned in the tender document, before submitting the bid.
13. Bidders are recommended to use PDF files for uploading the documents. Only price bid sheet will be in Excel format.
14. The bidders must ensure to get themselves registered on the portal at least ONE Week before the tender submission date and get trained on the online tender submission process. For tender submission and registration process bidders are advised to refer respective manuals on website. Tender inviting Authority/Department will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues like internet connectivity/PC speed/etc...
15. Offline Submission of bids/documents/rates by the bidders will not be accepted by the department, under any circumstance.

16. After final submission of the bid, a confirmation message and bid submission acknowledgement will be generated by the portal. The bid submission acknowledgement contains details of all documents submitted along with bid summary, token number, date & time of submission of the bid and other relevant details. Bidder can keep print of the bid submission acknowledgement.
17. If bidder is resubmitting the bid, bidder must confirm existence of all the required documents, financial bid and again submit the bid. Once submitted, the bid will be updated.
18. Submission of the bid means that the bid is saved online; but system does not confirm correctness of the bid. Correctness of the bid will be decided by tender inviting authority only.
19. The time displayed in the server is IST (GMT 5:30) and same will be considered for all the tendering activities. Bidders must consider the server time for submission of bids.
20. Bid documents being entered by the Bidders/Vendors/Contractors will be encrypted at the client end and the software uses PKI encryption techniques to ensure security/secrecy of the data. The submitted bid documents/data become readable only after tender opening by the authorized individual.

Technical Support	
Phone	8448288980,8448288989,8448288987,8448288986,8448288994
Email ID	EPROCHELPDESK.03@GMAIL.COM, EPROCHELPDESK.01@GMAIL.COM, EPROCHELPDESK.06@GMAIL.COM , EPROCHELPDESK.44@GMAIL.COM

PART –B

Essential conditions for Transportation of Seed by Road

(On Annual Contract Basis) For the year 2023-24

1. The National Seeds Corporation Ltd. Secunderabad (hereinafter called the consignor) invites sealed tenders for the transportation of seeds from different locations under its Area Offices on annual contract basis through e-Tender.
2. Tenders are invited under two bid systems 1) Technical Bid 2) Financial Bid from a reputed and experienced transport companies/firms or organizations.
3. Tender form can be downloaded from www.indiaseeds.com but after downloading tender document, cost will mandatorily paid through online i.e. RTGS/NEFT.
4. The terms & conditions of the transportation & handling of seeds may be seen at Annexure-A.
5. The tenderers are clearly advised to go through the terms & conditions carefully before filling the tenders. National seeds Corporation Ltd, Secunderabad, will not be responsible for any mistakes / error committed by the tenderers in filling of the tenders.
6. The tenderers are required to deposit the fixed amount of EMD Rs.2,00,000/- through e-procurement portal with the Technical & Financial Bid. The Tender without EMD will be rejected.
7. No adjustment of EMD from the dues, if any, available with the corporation against the transportation made by the transporter in the past shall be allowed. Tenders with such request not accompanied by requisite amount of EMD and free from any adjustment shall be summarily rejected.
8. The MSME's registered companies / Transporters are exempted to pay the required EMD subject to valid documentary proof of registration with NSIC.
9. EMD of unsuccessful tenders will be refunded within 30 days after finalisation the tender
10. The tenderer should have minimum of 10 Trucks in his fleet either owned or on leases basis along with supporting documents of hiring / associating the said number of trucks and Xerox copies of RC books.
11. The tenderer should have the capacity of providing minimum of 10 Trucks per day
12. The tenderer should have the minimum capacity to transport 1000 qtls per day.
13. Tenderer should have minimum one year transportation experience with Govt. Organization/Semi Government/Cooperative agency/Private Companies.
14. Job Order issued by email is considered as official communication for placement of truck.
15. Financial bid will be opened for those parties only who qualify in technical bid.
16. Terms and Conditions should be mandatorily signed by the authorized signatories of the Firm/company or organization and further it will become the part of Agreement.
17. All the details pertain to Technical and Financial Bid should be submitted only through e-procurement portal.
18. All the required documents must be attached as per the format of technical bid.
19. Financial bid contains only rates in different slabs in Rupees per Ton per km.
20. Upon acceptance of the tender by NSCL, The security deposit is to be made as per clause 1 of Terms & Conditions of the tender in annexure-A, within 7 days after issuing of work order. The EMD deposited already will be adjusted against the security deposit.
21. Conditional Tender will not be accepted.

Regional Manager.

NATIONAL SEEDS CORPORATION LTD.

(A Government of India Undertaking)

REGIONAL OFFICE: SECUNDERABAD

TERMS AND CONDITIONS FOR TRANSPORTATION OF SEEDS BY ROAD (On annual contract basis)for the financial year 2023-24.

- 1) **Earnest Money & Security Deposit:** The transporter shall deposit through online Rs. 200000/- (Rupees Two lakh only) towards earnest money deposit through e-procurement portal. Upon acceptance of the tender by NSCL Secunderabad by a written communication, the security deposit is to be made through bank (RTGS/ DD) or a Bank guarantee issued by any scheduled bank for an equal amount as Security deposit within 7 days, as detailed below;
 - a) If the party awarded only one slab The Security deposit is 2.50 Lakhs.
 - b) If Party awarded 2-5 Slabs then the security deposit is 5.00 lakhs.
 - c) If Party awarded more than 5 Slabs then the security deposit is 10.00 lakhs

Thus the total amount along with EMD will be treated as security deposit and not entitled for any interest. If the transporter fails to deposit the security deposit within seven days, the earnest money deposited by the tenderer shall stand forfeited. The Security Deposit shall remain at the entire disposal of the Corporation for Security of the satisfactory execution & completion of work in accordance with the terms & conditions of the contract. The Corporation shall be at liberty to deduct any losses, damages, penalties etc., from any dues of the party and security deposit.
- 2) Indian manufacturers/suppliers/Service provider who are **Micro Small Medium Enterprises (MSME), Small Scale units and registered with National Small Industries Corporation under single point registration scheme** are exempted from payment of earnest money deposit provided they 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.

OFFERS OF THE FIRMS OTHER THAN (MSME) SMALL SCALE INDUSTRIES AS DEFINED ON 'B' AS ABOVE NOT ACCOMPANIED BY EMD WILL BE SUMMARILY REJECTED. OFFERS OF THE (MSME) SMALL SCALE INDUSTRIES NOT REGISTERED WITH NSIC FOR THE QUOTED ITEM UNDER SINGLE POINT REGISTRATION SCHEME AFTER 30TH JUNE 1981 AND NOT ENCLOSING THE VALID DOCUMENTARY PROOF IN SUPPORT OF THEIR CLAIM WITH THEIR REQUEST LETTER SHALL ALSO BE REJECTED
- 3) **Refund of EMD/Security:** On satisfactory performance and completion of the contract in all respect, the EMD / Security deposit will be returned to the transporter on the presentation of no due certificate from the units of the concerned zone.
- 4) **Execution of Agreement:** On the written communication with regard to acceptance of the tender, the transporter will enter into an agreement with the Corporation for transporting the seeds to the consignees safely as per schedule & terms & conditions. The tender documents and other terms & conditions will form a part of agreement. If the transporter fails to comply with the terms & conditions, the necessary action is to be initiated against him in addition to forfeiture of EMD/S.D. This agreement entered into shall be valid up to 31.03.2022. On mutual acceptance it may be extended to a period of three to twelve months.
- 5) 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.
- 6) If L 1 rate is received from two or more parties in some particular range of transportation, the order of transportation may be split in proportion for that range amongst all L-1 rate quoting parties and no party can deny for part transportation award in that range.

7) Booking of consignment

- (a) The consignment of NSC's goods will normally contain seed material of such other goods as NSC may specify certification and packing material.
- (b) It should be understood by the transporter that the NSC's goods are of such nature that the same can be damaged in transit due to various facts and after having understood the same the transporter shall be responsible for delivering the goods without deterioration in quality for any reasons what so ever and to make good any loss that NSC may suffer on that account NSC's losses are deductible from the bills of the transporter and/or from the amount of security deposit/EMD, and while doing so transportation charges will also be proportionately disallowed for such of the quantities reported short/damaged. In the event of NSC's loss exceeding the amount of the security deposit and the bills which may be payable to the transporter the later shall pay the amount on demand from NSC without any dispute.
- (c) NSC does not guarantee any specific volume of work at any time during the period of the agreement. The agreement itself does not confer any right on the transporter to demand that the entire work should necessarily or exclusively be entrusted to him. NSC reserves the right to appoint one or more transporters and distribute the work among them during the currency of this agreement and no claim for compensation shall lie against NSC on account of such division of work. No transporter can demand division of work but NSC may empanel/award more than one transporter at L-1 rates so that the movement of seeds is not hampered due to non-availability of trucks
- (d) The transporter will collect the goods from the godown and storage locations as per dispatch orders as required by NSC from time to time on each occasion without any extra charge. The freight charge quoted and accepted is inclusive of loading and unloading charges and whenever loading and unloading charges are being borne by the NSC or NSC's seed producers the loading and unloading charges will be deducted from transport bills at the rate fixed for respective NSC Labour contractor.
- (e) No endorsement shall be made on the LR/GC to the effect the consignment is carried at the "owner's risk" and it should be on "Carrier's Risk" only.
- (f) The transporter shall ensure that (a) "Hooks" are not used for handling the bags (b) the trucks are covered with double tarpaulins which are perfectly water-proof, leak-proof and in sound condition to avoid damage by rain etc. (c) the consignment is never exposed or kept open and (d) the entire transportation is made only by road and not by any other mode of transportation.
- (g) No minimum Guarantee distance and quantity will be given for the job order, rather actual kilometer and quantity lifted by transporter as per job order is only eligible for payment.
- (h) Transporter should ensure timely submission of their freight bills to the concerned Area office and to follow up for forwarding bills to Regional office for payment.

8) Period of contract: The period of contract will be for one year i.e 31.03.2024 further extendable to one year from the date of award of the contract. However, the Corporation may terminate the contract earlier than one year without any notice, if in the opinion of the company, the performance of the contract is not satisfactory or the transporter promises / offered bribe/ commission/ gift or any advantage through himself or his partner to the employees/ officers of the Corporation or failed to comply with the terms & conditions.

9) Arrangement & placement of trucks at the godown

- (a) It is the duty of the transporter as per the Terms and Conditions of the agreement; the truck has to be placed according to the quantity mentioned in the Job Order & Locations. He has no right to demand for placing the truck of his own choice and demanding quantity for higher or lower as per his convenience.

- (b) The transporter will ensure that vehicle/truck entering into the NSC premises, godowns and custom processing plants should have proper required documents as per Motor Vehicle act like valid pollution control certificate, RC , heavy duty driving license etc.
 - (c) The transporter shall approach concerned Area office and need not to wait for a call from the Area Offices after issue of Job order and make available the trucks and lift the consignment within 36 hours of intimation by NSCL unless/otherwise mentioned in Job Order. NSCL would be at liberty to engage another transporter if the successful tenderer failed to provide the truck within the stipulated period. It shall be ensured that the entire consignment under the agreement is lifted within the dates intimated by NSCL on each occasion. If the transporter fails to lift the stocks within 36 hours of NSCL's intimation, NSCL shall have the right to impose a penalty for delayed lifting at the rate of two percent (2%) of the freight charges per day per truck up to a maximum as per the remarks of Area Manager concerned, beyond which it shall be opened for 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 contract, the excess amount paid shall be recovered/adjusted by NSCL from the amount and/security deposit at the credit of the transporter. The receipt from the other transporter for payment by NSCL on account of transporting the goods through them shall be conclusive evidence of the amount so paid and the transporter under this contract shall without any dispute pay the excess amount either in cash/accept recovery /adjustment from the amount at his credit.
 - (d) If it is found that providing vehicle is delayed for more than 5 times by the transporter after issuing dispatching order, then such transporter will be considered as failure and will be blacklisted. The transporter EMD /Security deposit available with NSCL will be forfeited.
- 10) Terms of bookings: All the booking will be on to be billed basis. The freight charges shall be net on Indian Rupees/per Ton / Per Km basis inclusive of statistical, road toll tax & bridge crossing charges or any other taxes as octroi etc.
- (a) Calculation of distance: The distance will be calculated from city to city and not with reference to godown or storage points of concerned NSCL's office. Determination of distance will be made with reference to shortest distances as per Google map. If the order for two or more point of delivery the distance will be calculated for last delivery point for total quantity mentioned in the order
- 11) Detention If any detention is expected or problem in unloading, the NSCL Official should be immediately informed. No detention charges will be payable for the first 24 hours of detention of truck at the originating station or at the destination station. For detention beyond 24 hours, NSCL may pay detention charges at reasonable rates but not exceeding (2%) two percent of the freight charges per working day per truck provided it is sufficiently established that NSCL alone is responsible for the detention. In calculating the number of day of detention, the day of placement / arrival of the truck and that of loading / unloading shall be excluded. If the consignment is delivered short of the destination or at some other destination unless otherwise permitted by NSCL in writing, NSCL will not pay the freight charges to the transporter.
- 12) Diversión: In case the contractor is directed in writing by an Officer of NSCL to carry the material further to any other destination after reaching the original destination as per delivery challan, the contractor would carry out such instructions. The payment of such diverted delivery of material will be the same as if it is direct delivery to the final destination.
- 13) Withholding & Non-delivery of consignment: The transporter shall not withhold the delivery of the consignment for any reason whatsoever and shall be solely responsible for any loss that NSCL may sustain on account of such non-delivery of the consignment at the destination, the transporter shall bear the entire cost of the seed and packing materials in the full at the NSCL's prevailing sale price along with damages liable for payment by NSCL on account of consignment due to non-supply of seed to the seed users / indenters. For other goods, the transporter shall pay the entire cost of the goods and the packing materials.

- 14) Transshipment: No transshipment is allowed in between the destinations. For any reason such as breakdown, accident etc. if the truck is stranded beyond reasonable limits, the transporter should make alternative arrangements for safe transportation of the goods by road within the delivery time limit prescribed already. Except the extraordinary justifiable situation such as accident, break-down, road blockage etc. no transshipment is allowed i.e. the truck received by the consignee should be the same as that into which the stock was loaded by the consignor as indicated in the LR. If and when transshipment is resorted to and the truck No. is changed, the transporter shall justify the same to NSC's satisfaction. For delay/damages on account of transshipment not accepted by NSC, penalty shall be twice the penalty prescribed for normal delay / damages.
- 15) Tracking of Consignment: It is responsibility of transporter to provide tracking report for all the Job Order issued whenever it is required, however the transporters have to share the daily tracking report with logistics Department of Regional Office & Consignee, for the Job Order issued with more than 500 kms distance.
- 16) Delivery of consignment.
The consignment shall be delivered by the transporter at the consignees address at the specified destination on door delivery basis during office hours i.e. 10.00 hours to 17.00 hours, on working days within the transit periods of 300 Kms per day. The transit period is exclusive of the days of lifting (loading) and delivery (unloading). If delivery outside office hours or on holidays is anticipated, the transporter shall inform the consignee, in writing, at least 48 hours in advance above such delivery to enable the consignee to make the required arrangement. However, neither the consignee nor the consignor shall be responsible if arrangements are not made by the consignee for taking delivery of the consignment after the office hours or on holidays.
- a) Two or more point of delivery
If the unloading is done at more than one destination during single trip, the extra charges of Rs.500.00 per destination will be given by NSCL.
- (b) A clear acknowledgement should be obtained on the back side of LR with seal and signature and date of delivery from the consignee to whom the seed was booked. Material delivered wrongly not according to NSC dispatch orders, the same will at Transporter's risk and responsibility.
- 17) Hike in the prices of fuel: The rates quoted by the transporter shall be firm and final and shall not be subject to any escalation whatsoever throughout the period of contract or extended period thereof, if any , except for escalation/ de-escalation on account of increase/decrease in diesel prices provided hereunder. In case of any increase or decrease in the price of diesel, rates will be adjusted on the basis of 1 liter. Equal to 4 km. which means for every 40 paisa increase in diesel 1 paisa per km/per MT will be allowed to the transporter as an increase & will be reduced in case of reduction. The retail price of diesel prevailing on the date of submission of the tender will be taken as the base rate and the rate revision will be allowed from the date of increase.
- 18) Payment & Income Tax
- a) The corporation will not make any advance payment towards bills.
- b) NSC will not make any separate payment on account of insurance if arranged by the transporter.
- c) The payments towards freight charges shall be made on to be billed basis. For billing or payments, Kilometer calculation shall be strictly based on Google Map for the actual distance (shortest distance) and actual quantity transported by the transporter
- d) Payment will be made in favour of the transporter through RTGS/NEFT (for this the Transporters has to give details of A/C Number with Bank Branch Name and IFSC Code on the letter head with cancelled cheque), by the Regional Office on the basis of the actually net weight of the goods stated in the lorry receipt at the time of loading on production of the certificate of receipt of the goods from the consignee. The cost on

- account of shortage in the consignment, penalty for the late delivery of the consignment and value of damages to the consignment will be deducted by the consignor before making payment to the transporter.
- e) NSC reserves the right to deduct the TDS as per the Income Tax Act 1961, from the bill amount which is due to the transporter according to the provisions of sec. 194C of the said act and rules framed there under as in force.
 - f) Payment will be made to the transporter only on the original acknowledgements from the consignee. No payment will be released based on carbon copy/Photocopy of LR & Movement Certificate. In case of missing of original LR with acknowledgement, Indemnity Bond with confirmation of receipt of Goods in original from consignee either by letter or email.
 - g) In case of movement of packing materials, The LR with acknowledgement is to be submitted along with both the weighment slip (Empty and loaded) issued by government approved weigh bridge center duly endorsed by our representative.
 - h) 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.
 - i) Transporter should ensure to submit Original LR and original acknowledgement showing number of bags acknowledged, date of delivery with seal and signature of Consignee office is must for releasing payment
- 19) Termination of the contract: The terms and conditions as stated above shall be binding on the NSC and the transporter and their relationship shall be governed by the same. NSC shall have the right to terminate the contract at any time during its currency after giving 10 days notice to the transporter without assigning any reason whatsoever and transporter shall not be entitled to question the termination nor shall be entitled to any compensation on this contract. In the event of transporter being adjudged insolvent or going liquidation or winding up his business or failing to observe any of the provisions of the contract or is convicted or punished under the provisions of any statute, NSC, shall be at liberty to terminate the contract without prejudice to any other rights or remedies under contract and to get the work done during the period of the contract at the risk and cost of the transporter and to claim from him any resultant loss sustained or costs incurred.
- 20) Transit Insurance of seeds: The Corporation will arrange for transit Insurance of seeds under transportation and hence in case of any accident and damage to seeds under transportation, the transporter should give the intimation at the earliest so that necessary claim with Insurance Company can be made. If NSCL does not get the claims due to the fault on part of the transporter then in that situation the entire damage caused will be recovered from the transporter.
- 21) Indemnity: Without prejudice to any other provisions in these conditions, the transporter shall be bound to keep the company (NSCL) or any representative or employee of the company (NSCL) fully indemnified against any action, claim, or proceedings under the provisions of any rules, regulations, bye laws, notifications, direction or orders having the force of law for anything done or omitted to be done by the transporter in contravention of such provisions etc., for the infringement or violation thereof by him in the course of the execution or completion of the work under the contract and if, as a result of any such action, claim or proceedings, the transporter or such representative of the company, as the case may be, is adjudged to be liable to any penalties or to pay any compensation, such liability of the transporter and if, the company (NSCL) will deduct all amounts arising out of such liabilities from the security deposit of the transporter or from any other amount due and payable by the company (NSCL) to the transporter under this contract or any other contract and without prejudice to any other legal remedy available to the company (NSCL).

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

25) Settlement of disputes:

All disputes in relation to the tender, the contract or the interpretation of any of their terms or implementation there-of or arising out of or concerned directly or indirectly with the contract/tender shall be referred to the 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**. The court of law **at the New Delhi/Delhi** alone will have jurisdiction in the matter of any disputes whatsoever.

The arbitrator shall have powers to enlarge time for making & publishing the award with the consent of the parties. The parties will have no objection to the appointment of the arbitrator on the ground that the arbitrator had dealt with the matter of any earlier stage.

In case the party 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 to the arbitration of one of the arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India, In charge of the Bureau of Public Enterprises.

The arbitration & Reconciliation 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.

NATIONAL SEEDS CORPORATION LIMITED

REGIONAL OFFICE: SECUNDERABAD

TECHNICAL BID

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

1. Name of the company with complete address, Contact No.& Email address
2. Type of Firm .i.e. Proprietorship/Partnership/ Pvt Ltd. /Public limited Company.
3. Name and Contact nos. of Proprietor's/Partners/ Directors etc.
4. Details of number of trucks / Registration Nos. (Enclose list along with copy of Registration)
5. Details of the Past Experience with Period, Quantity & Amount (Govt. Organization)
6. Details of the Past Experience with Period, Quantity & Amount (Semi government/Cooperative agency)
7. Details of the Past Experience with Period, Quantity & Amount (Private/ Reputed companies)
8. GSTIN Number.
9. PAN No
10. ITR for. FY 2019-20.
11. ITR for FY. 2020-21
12. ITR for FY 2021-22
13. Solvency certificate for 5.00 Crores.
14. Bank Account Details
15. 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)
16. A self-Declaration Certificate that tenderer is not blacklisted in any office of the NSCL or any other Government Organization.
17. Acceptance Letter in below format to be attached in Company Letter Head.
18. Self-Declaration under Section 194C(6) for Non-deduction of Tax at Source

To,
Regional Manager,
National Seeds Corporation Ltd.,
North Lallaguda
Secunderabad
500 017

Sub: Your e-tender notice dated for appointment of Transport contractor 2023-24 on per ton /
Km. basis.

Sir,

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

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

Place:

Date:

Name & Signature and seal Of Authorized
Signatories with official stamp

NATIONAL SEEDS CORPORATION LIMITED
REGIONAL OFFICE: SECUNDERABAD

FINANCIAL BID

Details should be filled up in e-Tender Portal

Movement from Telangana, Andhra Pradesh & Jawalgera (Karnataka)
to anywhere in India

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

A) LIGHT WEIGHT SEED (GROUNDNUT, SUNFLOWER and Packed VEGETABLE SEEDS etc.,)
Quantity in Metric Ton and Distance in Kilometer

Quantity in MT →	6.01 to 9.00	9.01 to 12.00	12.01 to 16.00	16.01 to 20.00	20.01 and above
Distance in Km ↓					
51 to 200					
201 to 500					
501 to 1000					
1001 and above					

B) PACKING MATERIALS Viz., HDPE bags, Jute Bags, Nonwoven cloth bags, Cotton cloth bags, etc.,

Quantity in MT →	6.01 to 9.00	9.01 to 12.00	12.01 to 16.00	16.01 to 20.00	20.01 and above
Distance in Km ↓					
51 to 200					
201 to 500					
501 to 1000					
1001 and above					

C) HEAVY WEIGHT SEED (All kinds of seeds except mentioned in A)

Quantity in MT →	6.01 to 9.00	9.01 to 12.00	12.01 to 16.00	16.01 to 20.00	20.01 and above
Distance in Km ↓					
51 to 200					
201 to 500					
501 to 1000					
1001 and above					

Declaration under Section 194C(6) for Non-deduction of Tax at Source

To

Regional Manager,
National Seeds Corporation Ltd.,
North Lallaguda
Secunderabad
500 017

Declaration

I, Mr. _____, Proprietor/Partner/Director of M/s _____ Transport Company, _____, (hereinafter "the contractor") do hereby make the following declaration as required by sub section (6) of Section 194C of the Income Tax Act, 1961 for receiving payments from the payer without deduction of tax at source.

- 1) That I/We, _____ am/are authorized to make this declaration in the capacity as Proprietor/Partner/Director of M/s _____.
- 2) That M/s _____ is being engaged by the payer for playing, hiring or leasing of goods carriage for its business.
- 3) That M/s _____ does not own more than ten goods carriage as on date.
- 4) That if the number of goods carriages owned by the contractor exceeds ten at any time during the previous year 2023-24 (01.04.2023 to 31.03.2024), the contractor shall forthwith, in writing intimate the payer of this fact.
- 5) That the Income Tax Permanent Account Number (PAN) of the contractor is _____. A photocopy of the same is furnished to the payer along with this declaration.

Place:

Date:

Declarant Signature and Stamp
Authorized signatory

VERIFICATION

I the above named declarant do hereby verify that the contents of paragraphs one to five above are true to my own knowledge and belief and no part of it is false and nothing material has been concealed in it.

Place:

Date:

Declarant Signature and Stamp
Authorized signatory