

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

REGIONAL OFFICE: BANGALORE
(CINNO: U74899DL1963GOI003913)



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

TENDER SHOULD BE SUBMITTED IN ONLINE ONLY

DATE/ TIME OF DOWNLAODING THE TENDER	: 12.04.2023 / 13.00 Hrs
DATE / TIME OF CLOSING OF TENDER	: 03.05.2023 / 15.00 Hrs.
OPENING OF TENDER (TECHNICAL BID)	: 03.05.2023 / 15.30 Hrs.
OPENING OF TENDER (FINANCIAL BID)	: IMMEDIATELY (After Evaluation of technical Bids)
COST OF TENDER FORM (Nonrefundable)	: Rs.1180/- (inclusive of GST 18%) (exempted MSME registered with NSIC)

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NATIONAL SEEDS CORPORATION LIMITED
(A Government of India Undertaking)
REGIONAL OFFICE: BANGALORE,
UAS CAMPUS, HEBBAL,
BANGALORE – 560 024.

NOTICE INVITING E-TENDER

No. 1(1)/MM-LOG/NSC-BNG/2023-24/

Date: 12.04.2023

National Seeds Corporation Limited, Regional office, Bangalore invites tender for transportation seeds within Karnataka and throughout India through e-tendering for Annual transportation of Seeds & packing material from reputed transporters from different places under the NSC Area offices.

Particulars	Details
Name of the tender	Annual Transportation Rate Contract'2023-24
Date of issue of NIT	12.04.2023
Tender Document Download Start Date/time from website https://indiaseeds.enivida.com/	12.04.2023 (13.00 Hrs.)
Tender Document Download End Date/time	03.05.2023 (Till 15.00 Hrs.)
Date and time for submission of online bid	From 12.04.2023 (13.00 Hrs.) To 03.05.2023 (15.00 Hrs.)
Date and time of opening of Technical Bid and Price Bid via Online mode at NSC, RO Bangalore	03.05.2023 at 15.30 Hrs.
Tender Fee (To be deposited online)	Rs. 1180 .00 (One thousand one hundred & eighty only) inclusive of GST (exempted MSME registered with NSIC)
EMD (To be deposited online)	Rupees - Two Lakh only (exempted MSME registered with NSIC)
	National Seeds Corporation Limited, Regional office, UAS Campus, Hebbal, Bangalore-560 024.
Clarification required if any the Contact Person is I/C Logistics/ I/C Marketing during working days in working hours	Asst Logistics/ I/C Marketing nscbangalore.mm@gmail.com/ nscbangalore.mktg@gmail.com Ph.080-23415816

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. The amendments / clarifications to the tender, if any, will be posted through corrigendum only on the NSCL e-Tendering Portal ("<https://indiaseeds.enivida.com/>") and NSCL website www.indiaseeds.com.

Regional Manager
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PART – A

NATIONAL SEEDS CORPORATION LIMITED – BANGALORE

SECTION-I

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

ADDITIONAL INSTRUCTIONS FOR VENDORS

The bidders are required to submit soft copies of their bid electronically on the E-Nivida Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the E-Nivida Portal, prepare their bids in accordance with the requirements and submit their bids online on the E-Nivida Portal. For more information, bidders may visit the Portal (<https://indiaseeds.enivida.com>)

1. REGISTRATION PROCESS ON ONLINE PORTAL

- (a) Bidders to enrol on the E-Nivida portal <https://indiaseeds.enivida.com> by clicking on the link “Bidder Enrolment”.
- (b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the E-Nivida Portal.
- (c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized

by CCA India with their profile.

- (d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- (e) Bidder then logs in to the site through the secured log-in by entering their userID/password and the password of the DSC / e-Token.
- (f) After registration send mail to Helpdesk: enividahelpdesk@gmail.com for account activation.
- (g) As per portal norms Registration Fee will be applicable.

2. TENDER DOCUMENTS SEARCH

- (a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- (b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'Interested tenders' folder.
- (c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

3. BID PREPARATION

- (a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- (b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- (c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- (d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

4. BID SUBMISSION

- (a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
- (d) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- (e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- (f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (g) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- (h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
- (i) As per portal norms Tender Processing Fee will be applicable.

5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the department reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. ASSISTANCE TO BIDDERS

- (a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- (b) Any queries relating to the process of online bid submission or queries relating to e- Nivida Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 8448288994/86/87/89/88/81/90/92/82 011-49606060, 07903269552, 9355030608, 9055030613, 7903810198, 9355030606, 9315620706, 9355030623, 9355030628, 8800526452, 9205898228, 9122643040,9355030604 and Email is eprochelpdesk.01@gmail.com, eprochelpdesk.44@gmail.com, eprochelpdesk.06@gmail.com
- (c) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
- (d) The bid should be submitted through E-Nivida portal <https://indiaseeds.enivida.com> only.
- (e) All payments should be done through E-Nivida Payment gateway.

PART – B

Essential conditions for Transportation of Seeds by Road
(On Annual Contract Basis) for the year 2023-24

1. The National Seeds Corporation Ltd. Bangalore (hereinafter called the consigner) invites online tender 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, Bangalore, 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 & Commercial Bid.
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 with NSIC certificate only are exempted to pay the required EMD.
9. EMD of unsuccessful tenders will be refunded within 30 days after finalization of the tender.
10. The tenderer should have minimum of 05 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 in Seeds/Food grain/Agri. Commodities with any Govt. Organization/Semi Government/PSU and should have minimum turnover of Rs 50 lakh per annum** (exempted MSME registered with NSIC).
14. Job Order issued by email is considered as official communication for placement of truck.
15. Financial bid will be open 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. NSC reserves the right to make any alteration/Modification in the tender documents or cancel the tender at any stage without assigning any reason.**
18. All the details pertain to Technical and Financial Bid should be submitted only through e – procurement portal.
19. All the required documents must be attached as per the format of technical bid.
20. Financial bid contains only rates in different slabs in Rupees per Tonne per km.
21. Upon acceptance of the tender by NSCL, Rs.10.00 lakh in the form of BANK GUARANTEE from any scheduled bank mandatorily deposited by the party as security deposit within 7 days after issuing of work order. The EMD deposited already will be adjusted against the security deposit.
22. The successful transporter/s shall at his cost execute an Agreement with NSC on Rs.200/- non-judicial stamp paper.
23. Conditional Tender will not be accepted.

Regional Manager

NATIONAL SEEDS CORPORATION LTD.
(A Government of India Undertaking)
REGIONAL OFFICE: BANGALORE

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

- 1) Earnest Money Deposit (EMD) & Security Deposit (SD): The transporter shall deposit through online **Rs.200,000/- (Rupees Two lakh only)** / submission/deposit of insurance surety bonds in the Name of NSC towards earnest money deposit through the portal. Upon acceptance of the tender by NSCL Bangalore, by a written communication, an amount of **Rs.800,000/- (Rupees Eight lakh only)** is to be deposited or a Bank guarantee for an equal amount as Security deposit within 7 days. Thus the **total amount of Rs.10.00 lakh inclusive of EMD will be treated as SD** and not entitled for any interest. If the transporter fails to deposit the security deposit within the stipulated time, 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. **The MSME's registered companies / Transporters are exempted to pay the required EMD subject to valid documentary proof of registration with NSIC.**
- 2) Refund of EMD/Security: On satisfactory performance and completion of the contract in all respect, the EMD / Security deposit will be returned to the transporter on the presentation of no due certificate from the units of the concerned Area Manager.
- 3) Execution of Agreement: On the written communication with regard to acceptance of the tender, the transporter will enter into an agreement of Rs.200/- non-judicial stamp paper 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/SD. This agreement entered into shall be valid up to **31.05.2024**. On mutual acceptance it may be extended to a period of three to twelve months.
- 4) 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.
- 5) 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. **NSC at its discretion reserves the right to distribute the work to other parties who agreed to L1 rate.**
- 6) 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 or other transporter 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) **In case of the both materials including all the light and heavy weighted are transported against single DO/job order. In that case total quantity of the both materials quantity will be considered as base for slab rate consideration and the same for passing the transportation bills will be considered light and heavy weighted separately for the total quantity's only slab rates and remain the same as per the DO/job order.**
 - (e) 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.
 - (f) 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.
 - (g) 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.
 - (h) **Minimum Guarantee:**
 - **Minimum guarantee of 50 km will be given in distance.**
 - **Minimum guarantee of 3 MT will be given in quantity.**
 - (i) 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.
 - (j) **NSC will not entertain any dispute regarding loading & unloading charges & it is the sole responsibility of the transporter to solve any issues of loading & unloading charges arising at dispatch & receiving Points.**
- 7) Period of contract: The period of contract will be for one year i.e 31.05.2024 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.

8) Arrangement & placement of trucks at the godown

- (a) It is the duty of the transporter as per the Terms and Conditions of the agreement; the truck has to be placed according to the quantity mentioned in the Job Order & Locations. 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. **however, quantity mentioned in the job order is only approximate as it is mandate to the transporter to contact the concerned area manager/consignee at which quantity the truck has to be arranged and placed before placement of the trucks against each job order and the same quantity will be considered and passed as actual lifted quantity (at that time loading/transporting quantity may be increased or decreased) as per acknowledged on lorry receipt for the payment.**
- (c) The transporter wants to arrange and place the truck/s for transportation of the Seed/s /CPM from the stocking point/s to the mentioned destination/s in consultation with the concerned Area Manager after issue of Job order and make available the trucks and lift the consignment within 24 hours of intimation by NSC 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 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 move 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.
- (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 (Blacklist period may be decided by NSC). The transporter EMD /Security deposit available with NSCL will be forfeited.

9) Terms of bookings: All the booking will be on to be billed basis. The freight charges shall be net on Indian Rupess/per Ton / Per Km basis inclusive of statistical, road toll tax & bridge crossing charges or any other taxes as octroi etc.

10) 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.

11) **A truck to be placed as per the job orders and clubbing of job orders is being done in single truck. In case of clubbing of Job Orders, it will be considered as single truck**

quantity with multiple delivery points and payment will be released as per the approved slab rate for entire quantity and total distance only.

- 12) 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.
- 13) Diversion: 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.
- 14) 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.
- 15) Trans-shipment: No trans-shipment 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.
- 16) Tracking of Consignment: The transporters have to share the daily tracking report with logistics Department of Regional Office & Consignee, for the Job Order issued.
- 17) Delivery of consignment.
 - (a) 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.

- (b) A clear acknowledgement should be obtained on LR/movement certificate/official letter with seal and signature and date of delivery from the consignee to whom the seed was booked. Material delivered wrongly not according to NSC dispatch orders, the same will at Transporter's risk and responsibility.
- (c) If the unloading is done at more than one destination during single strip, the extra charges of Rs.500.00 per destination will be given by NSCL.
- (d) If transporter fails to deliver the consignment within the time limit specified NSC shall have the right to levy a penalty as follows for delayed delivery.

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

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

In case, the delay is due to circumstances beyond control of transporter/extra point delivery in a single trip, the NSC reserves the right for relaxation of delivery period.

- 18) 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 here under. In case of any increase or decrease in the price of diesel, rates will be adjusted on the basis of 1 Ltr. Equal to 4 km. which means for every 40 paise increase in diesel 1 paise per km/per MT will be allowed to the transporter as a 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 next Month commencement date i.e. 1st July, 1st August, 1st September etc.

19) Payment & Income Tax

- a) The corporation will not make any advance payment towards bills.
- b) NSC will however 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 and actual quantity transported by the transporter (Movement between Area Office to Area Office Km is fixed).

- 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, with Indemnity Bond of Rs.200 with confirmation of receipt of Goods in original from consignee either by letter or email.
 - g) 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.
 - h) 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
- 20) 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 for the un expired period of the contract at the risk and cost of the transporter and to claim from him any resultant loss sustained or costs incurred.
- 21) 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.
- 22) 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).

23) 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.

24) 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.

25) 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.

26) Settlement of disputes (Arbitration)

In case of any dispute arises between NSC and other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, disputes remains even after discussions, then it shall be binding upon parties to resolve issue under the provisions of Arbitration and 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 in English Language. The court of Delhi shall have the jurisdiction.

REGIONAL OFFICE: BANGALORE

TECHNICAL BID

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

S.No.	Particulars
1.	Name & Address of the Company with complete, Address, Contact No. & E-mail Address
2.	Type of Firm i.e. Proprietorship/Partnership/Pvt.Ltd/ Public Ltd Company
3.	Name and Contact nos. of Proprietor's/Partners/Directors etc
4.	Five Number of trucks / Registration Nos. (Enclose list along with copy of Registration)
5.	Details of Past Experience in Seeds / food grain / Agri Commodities from the Govt. organization/Semi Gov. /PSU with Minimum turnover of Rs 50 Lakh (Exempted MSME registered with NSIC).
6.	Details of Tender fee deposit (On-Line) (exempted MSME registered with NSIC).
7.	GST Registration No.
8.	Income Tax Pan No.
9.	Latest Two years ITR
10.	Bank Accounts Details a) Name of Banker & address b) Account No. c) IFSC Code
11.	Details of EMD deposit (on-Line) (exempted MSME registered with NSIC).
12.	Authorization of competent authority of the Firm to sign this Tender Document and participant in the tender in case if representative. (Annexure-I)
13.	A self-Declaration Certificate that tenderer is not blacklisted in any office of the NSCL or any other Govt. Organization. (Annexure-II)
14.	Acceptance Letter for appointment of transport contractor. (Annexure-III)

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

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

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

Signature of Tenderer:

Name:-

Address

Phone No

Email:

Stamp

Date: _____

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

Undertaking

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

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

Name _____

Designation _____

Name of the Firm/Company _____

Full address _____

Rubber stamp _____

Place: _____

Dated: _____

Acceptance Letter for appointment of transport contractor

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

To,
The Regional Manager,
National Seeds Corporation Ltd.,
UAS Campus,
Hebbal
Bangalore – 560 024.

Sub: Your e-tender notice dated for appointment of Transport contractor 2023-24 on Rupees/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 etc.)

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: BANGALORE**

FINANCIAL BID

Details should be filled up in e-Tender Portal

Loading within Karnataka

LIGHT WEIGHTED SEEDS (GROUNDNUT, SUNFLOWER, VEGETABLE SEEDS etc.) /
PACKING MATERIALS

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

Quantity in Metric Ton and Distance in Kilometer

Quantity in MT →	3.00-6.00	6.01-9.00	9.01-12.00	12.01-16.00	16.01-20.00	20.01 and above
Distance in Km ↓						
50-100						
101-200						
201-300						
301-500						
501-750						
751-1000						
1001 and 1500						
1501 and above						

HEAVY WEIGHTED SEEDS (CEREALS / PULSES etc.)

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

Quantity in Metric Ton and Distance in Kilometer

Quantity in MT →	3.00-6.00	6.01-9.00	9.01-12.00	12.01-16.00	16.01-20.00	20.01 and above
Distance in Km ↓						
50-100						
101-200						
201-300						
301-500						
501-750						
751-1000						
1001 and 1500						
1501 and above						

Loading outside Karnataka

LIGHT WEIGHTED SEEDS (GROUNDNUT, SUNFLOWER, VEGETABLE SEEDS etc.) / PACKING MATERIALS

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

Quantity in Metric Ton and Distance in Kilometer

Quantity in MT →	3.00-6.00	6.01-9.00	9.01-12.00	12.01-16.00	16.01-20.00	20.01 and above
Distance in Km ↓						
50-100						
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