

नेशनल सीड्स कारपोरेशन लिमिटेड,

(भारत सरकार का उपक्रम)

क्षेत्रीय कार्यालय, लक्ष्य प्लाजा, आईएनएस 19,
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पत्रांक: 1-19(11)/ट्रांसपोर्ट-प्रशा0/एनएससी-लख0/23-24

दिनांक: 26.06.2024

अल्पकालिन निविदा

नेशनल सीड्स कारपोरेशन लि0 के क्षेत्रीय कार्यालय-लखनऊ द्वारा छत्तीसगढ़ राज्य बीज निगम के बीज प्रक्रिया केन्द्र घोटिया जिला -कबीरधाम (छत्तीसगढ़) से **1384.02 कु0 कोदो प्रमाणित बीज** का परिवहन उत्तर प्रदेश में निगम के गोदाम बरेली, आगरा, कानपुर, गोरखपुर, वाराणसी व बफर गोदाम जालौन (कृषि विभाग) कार्य हेतु सीलबंद निविदा **दिनांक 01.07.2024** को **13.00** बजे तक दो बीड (two bid system) में आमंत्रित करता है । तकनीकी बीड को उसी दिन अपराह्न 15.00 बजे खोला जायेगा ।

निविदा प्रपत्र व नियम व शर्तों को निगम के वेबसाइट से डाउनलोड कर प्राप्त कर सकते हैं । धरोहर राशी रू0 10,000/- होगी । **निविदा को क्षेत्रीय कार्यालय लखनऊ पर जमा करवाना होगा ।**

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

(असीम गंगवार)
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

1. 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. For payment of EMD amount please follow instruction of **Section-II**.
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 with the format.
8. A valid RTO registration certificate is mandatorily be provided with technical bid.
9. Other documents must be attached as per the format of technical bid.
10. Financial bid contains only rates per qtls basis for the destinations mentioned in Financial Bid.
11. Upon acceptance of the tender by NSCL, security deposit @ 5% of bid amount has to be deposited with NSC. EMD amount will be adjusted as security deposit. Conditional Tender will not be accepted.
12. Schedule of the tender & EMD:-

S.No.	Destinations	Tender date	Tender opening time	EMD (in Rs)	Tender to be submitted at
1	Chattisgarh Rajya Beej Nigam Ghotia, Kabirdham (CG) to Bareilly, Agra, Kanpur, Varanasi, Gorakhpur, Jalaun	01.07. 2024 By 13.00 hrs	01 .07. 2024 By 15.00 hrs	Rs. 10,000/-	NSC, Regional Office, Lucknow

- i) The EMD must be deposited in NSC Lucknow Bank Account as detailed below and copy of UTR/Receipt must be enclosed with technical document.
- ii) Bank Name- State Bank of India, Branch-Alambagh Lucknow, IFSC- SBIN0003222, Current A/c No. 32945078374.
- iii) **Only MSME's firms are exempted for payment of EMD subject to valid documentary proof of registration.**
- iv) GST Registration No.

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

1	Tender for transportation Kodo seed per qtls basis from Chattisgarh Rajya Beej Nigam, Beej Prakriya Kendra, Ghotia Kabirdham (CG) to Area Office Varanasi, Gorakhpur, Bareilly, Agra, Kanpur, BGI Jalaun (Agri Deptt, UP)	
2	Name of the Participant	
3	Address	
4	Name of the Proprietor/Partner/Director	
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	
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, if firm does not poses 10 or more truck in own name.	
16	Details of EMD deposit	

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

I am quoting **rates per qtls basis for transportation** of Kodo seeds from Chattisgarh Rajya Beej Nigam, Beej Prakriya Kendra Ghotia, Distt Kabirdham (CG) to following destination irrespective of packing size (the rates quoted must be inclusive of loading, unloading, toll tax, GST & other applicable tax, if any,)

Rates for :.....

Sr. No.	Destination	Distance (approximately based on google map)	Freight Rate per qtls basis (inclusive of all taxes, toll tax, loading, unloading etc)	
			Quantity in qtls	Rate per qtls in Rs.
1	Bareilly	965	131.25	
2	Kanpur	685	248.82	
3	Jalaun	677	361.20	
4	Agra	833	133.05	
5	Gorakhpur	750	183.30	
6	Varanasi	540	326.40	

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.....

REGIONAL OFFICE: LUCKNOW
TERMS AND CONDITION

FOR TRANSPORTATION OF SEEDS BY ROAD

1. **NSC reserve all the rights for giving preference for negotiation to the firm which quoted L-1 rates in maximum destinations & 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. 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**
2. The transporter has to deposit 5% of bid amount as Security deposit with NSC. 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 non execution of transportation job to the NSC's satisfaction.
3. The transporter will collect the goods from the Godown location of Chattisgarh Rajya Beej Nigam, Beej Prakriya Kendra, Ghotia, Distt- Kabir Dham (Chattisgarh)
4. The transporter will ensure that vehicle/truck entering into the godown premises should have proper required documents as per RTO act like valid pollution control certificate, RC etc.
5. 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.
6. 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.
7. 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 250 Kms per

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

8. The transit period specified in clause 7 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.

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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 5 % 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.
9. All the booking will be on "To Be Billed" basis. The freight charges shall be per qtls basis inclusive of all taxes, toll tax, octroi, loading, unloading, statistical and bridge crossing charges.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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

15. supply of seeds to seed user/indenters. For other goods the transporter shall pay the entire cost of the goods and the packing material.
16. 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.
17. 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.
18. 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.
19. 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.
20. Rates agreed now are inclusive of all taxes, octroi, Toll Tax, Transit Pass fee. 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
21. 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."

Name & Signature and seal Of Authorized Signatories

with official stamp

Place

Date:

AGREEMENT**FOR TRANSPORTATION OF SEEDS AND PACKING MATERIAL BY ROAD FROM BEEJ
PRAKRIYA KENDRA, GHOTIA DISTT-KABIRDHAM (CG) TO DESTINATION GIVEN IN
FINANCIAL BID**

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.

AND WHEREAS, the, was appointed as Transporter of Kodo Seed from Chattisgarh Rajya Beej Nigam, Beej Prakriya Kendra, Ghotia, Distt- Kabirdham(CG) to Area Office Bareilly, Kanpur, Varanasi, Gorakhpur, Agra, Jalaun (BGI godown) through tender process in the FY 2024-25 and it will perform the Transport work for given destinations.

AND WHEREAS, the NSCL advised the Transporter to deposit a sum of Rs. 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 transporter for the transportation of seed from Chattisgarh Rajya Beej Nigam, Beej Prakriya Kendra, Ghotia, Distt- Kabirdham(CG) to Area Office Bareilly, Kanpur, Varanasi, Gorakhpur, Agra, Jalaun (BGI godown) till completion of work.
2. The transporter agrees that it shall transport the Seeds and Packing Material from Unit to above destination 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.

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5. The Transporter will not transport goods of any other person in the trucks carrying the NSCL products.
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 2024.

Signature of Party

Signature of Authorized Signatory

Witness

1 Signature
Name
Address

2 Signature
Name
Address

(Area Manager)
SubUnit.....