

# 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 MATERIAL FROM DIFFERENT LOCATIONS UNDER Area offices Bellary / Raichur FOR THE YEAR 2018-19

**TENDER SHOULD BE SUBMITTED IN ONLINE ONLY**

DATE/ TIME OF DOWNLOADING THE TENDER	: 02.05.2018 / 13.00 Hrs
DATE / TIME OF CLOSING OF TENDER	: 17.05.2018 / 15.00 Hrs.
OPENING OF TENDER (TECHNICAL BID)	: 17.05.2018 / 15.30 Hrs.
OPENING OF TENDER (FINANCIAL BID)	: IMMEDIATELY (After Evaluation of technical Bids)
COST OF TENDER FORM (Nonrefundable)	: Rs.500/-

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**National Seeds Corporation Limited**  
(A Government of India Undertaking)  
REGIONAL OFFICE BANGALORE  
UAS CAMPUS HEBBAL  
BANGALORE 560024

**NOTICE INVITING E-TENDER**

No. 5(1)/MKTG/ Tender/ NSC-BNG/2018-19/

Dated:25.04.2018

National Seeds Corporation Limited, Regional office, Bangalore invited 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 of Bellary & Raichur.

<b>Particulars</b>	<b>Details</b>
Name of the tender	Annual transportation Contract
Date of issue of NIT	27.04.2018
Tender Document Download Start Date/time from <b>website <a href="https://indiaseeds.eproc.in">https://indiaseeds.eproc.in</a></b>	02.05.2018 (13.00 Hrs.)
Tender Document Down load End Date/time	17.05.2018 (Till 13.00 Hrs.)
Date and time for submission of online bid	From 02.05.2018 (13.00 Hrs.) To 17.05.2018 (15.00 Hrs.)
Date and time of opening of Technical Bid and Price Bid via Online mode at NSC, RO Bangalore	17.05.2018 at 15.30 Hrs.
Tender Fee(To be deposited online)	Rs. 500 .00 (Five Hundred only)
EMD(To be deposited online)	RUPEES FIFTY THOUSAND ONLY
Address for Communication	National Seeds Corporation Limited Regional office UAS Campus - Hebbal Bangalore 560024
Clarification required if any the Contact Person is In charge Marketing during working days in working hours	In Charge Marketing <i>Email:nsc.bng.mktg@gmail.com</i> <i>Ph.080-23415816 / 23416824</i> <i>Mobile 9449886656</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.

Regional Manager

# **PART – A.**

# NATIONAL SEEDS CORPORATION LIMITED - BANGALORE

## SECTION-I

### INSTRUCTIONS TO THE TENDERES / BIDDER - ONLINE MODE

**DEFINITIONS:** C1 India Private Limited: Service provider to provide the e-Tendering Software.

**NSCL e-Procurement Portal:** An e-tendering portal of National Seeds Corporation Limited (“NSCL”) Introduced for the process of e-tendering which can be accessed on <https://indiaseeds.eproc.in>.

#### (1). ACCESSING / PURCHASING OF BID DOCUMENTS:

It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link [www.cca.gov.in](http://www.cca.gov.in)) to participate in e-tendering of NSCL.

C1-IndiaPvt.Ltd. facilitates for procurement of Class-III DSC's. DSC Procurement request may be sent to [jatin.kalra@c1india.com](mailto:jatin.kalra@c1india.com) for more details during NSCL working days.

To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>), to have a User ID & Password which has to be obtained by submitting a non-refundable annual registration charges of Rs.3416/-inclusive of all taxes in favour of M/s C1 India Private Limited through Online mode. Validity of Registration is ONE Year. After making the payment through online mode (i.e. Net banking, Debit card, Credit Card), Vendors have to send an e-mail intimation [nsclsupport@c1india.com](mailto:nsclsupport@c1india.com) to Helpdesk for their profile activation. The account will be activated within 24 working Hours. All profile activations will be done only during NSCL working days. No profile activation will take place during NSCL Holidays & Gazette holidays.

To participate in bidding, bidders have to pay Tender Processing Fee of Rs.570/-inclusive of all taxes (Non-refundable) through online mode (Internet banking/Debit card/Credit card).

To participate in bidding, bidders have to pay Tender Document (Non-Refundable) and EMD (Refundable) as per the amount mentioned in the tender document through Online from <https://indiaseeds.eproc.in>.

Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>). The bidders who are MSE and registered with NSIC are exempted from paying EMD and tender document cost, for which they have to submit the documentary proof.

The amendments / clarifications to the tender, if any, will be posted on the NSCL e-

Tendering Portal (<https://indiaseeds.eproc.in>).

For help desk, please contact e-Tendering Cell and Help Desk Support.

NSCL Global Support E-Mail Id: [nsclsupport@c1india.com](mailto:nsclsupport@c1india.com)

NSCL Global Support Telephone: +91-124-4302033 / 36 / 37 during Monday to Friday between 9.00 to 7.00 Hrs

(2). PREPARATION SUBMISSION OF APPLICATION

Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be submitted compulsorily online mode following the instructions appearing on the screen /NIT.

Tenderer / Bidder can pay tender document Fee as per tender document online through Internet Banking / Debit Card / Credit Card.

A Tenderer / Bidder manual containing the detailed guidelines for e-tendering system is also available on the portal.

(3). MODIFICATION/SUBSTITUTION/WITHDRAWAL OF BIDS:

The Bidder may modify, substitute or withdraw its e-bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date. Any alteration / modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the NSCL, shall be disregarded.

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

(4). OENING AND EVALUATION OF APPLICATIONS

Opening of Applications will be done through online process. However, Corporation reserves the right for evaluation and decision based on tender submitted online. NSCL shall open documents of the Application received in electronic form of the tender on the Application due date i.e., in the presence of the Applicants who choose to attend. NSCL will subsequently examine and evaluate the Applications in accordance with the provisions set out in the Tender Document. The price bid will be opened of the responsive applicants. The date of opening of price bid will be notified later on.

(5). DISCLAIMER:

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

# PART –B

# NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDER TAKING)

REGIONAL OFFICE: BANGALORE

## JOB DESCRIPTION

National seeds Corporation of India Limited (NSCL), Govt. of India Undertaking is having its Regional Office at Bangalore which have 8 Area offices at Karnataka. The Corporation produces high quality seeds of Cereals, Oilseeds, Pulses, Fodder, and Vegetables & Saplings. After packing of seeds the same are marketed to different parts of the country, to the government as well as to our authorized dealers.

The Corporation also supplies the Minikits of Oilseeds & Pulses in accordance with the allotment received from Govt. of India for free *distribution* to the farmers in different States under different Scheme and therefore, the delivery of the seeds in prescribed period is very vital factor & *time* bound. Any delay *in* supply of seeds & mishandling may cause heavy losses to the Corporation.

Seeds are of such nature that the same can be damaged *in* the transit due to various factors & therefore, the selection of the good and *genuine* transporter is very *important* so that the seeds are moved from one part to another in the country smoothly, safely & timely.

Having understood the above points, the terms & condition for hiring of transporter has been made *in* order to meet out our requirement under two bid systems i.e. Technical & Commercial bid and Price bid.

In order to give an idea to the transporter about the job of work, we hereby given the following details which are only a tentative and approximate .The quantity and the place of stock available will be changed according to the convenience of NSCL. However the stock available places in the state of Karnataka and Andhra Pradesh as detailed below.

S.No	Area Office	Probable Place of Stock Available (District)	Crop	Quantity expected for movement (in Mt)
1.	Bellary & Raichur	Bellary, Koppal Kurnool, Anantapur	Groundnut	5000
		Raichur, Bidar, Yadgir & Gulbarga	Cereals, Millets & Pulses.	7000



Essential conditions for Transportation of Seed by Road (On Annual Contract Basis)

For the year 2018-19

1. The National Seeds Corporation India Ltd. Bangalore (hereinafter called the consigner) invited sealed tenders for the transportation of seeds from different locations under its Area Offices Bellary and Raichur 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](http://www.indiaseeds.com) but after downloading tender document, cost will mandatorily paid through online i.e. RTGS/NEFT.
4. The terms & condition of the transportation & handling of seeds may be seen at Annexure-A.
5. The tenderers are clearly advised to go through the terms & condition carefully before filling the tenders. National seeds Corporation India 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.50,000/- through e-procurement portal with the Technical & Commercial Bid. The Tender without which the tender 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 capacity to transport 900 qtls per day.
13. Financial bid will be open for those parties only who qualify in technical bid.
14. Terms and Condition should be mandatorily signed by the authorized signatories of the Firm/company or organization and further it will become the part of Agreement.
15. All the details pertain to Technical and Financial Bid should be submitted only through e-procurement portal.
16. All the required documents must be attached as per the format of technical bid.
17. Financial bid contains only rates in different slabs in per quintal per km.
18. Upon acceptance of the tender by NSCL ,Rs.3.00 lac in the form of BANK GUARANTEE from Nationalized Banks 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.
19. Conditional Tender will not be accepted.

Regional Manager

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

TERMS AND CONDITION FOR TRANSPORTATION OF SEEDS BY ROAD (On annual contract basis)for  
the financial year 2018-19.

- 1) Earnest Money & Security Deposit: The transporter shall deposit through online Rs. 50000/- (Rupees Fifty thousand only) towards earnest money deposit through e-procurement portal. Upon acceptance of the tender by NSCL Bangalore, by a written communication, an amount of Rs.2.50 lacs is to be deposited or a Bank guarantee for an equal amount as Security deposit within 7 days. Thus the total amount of Rs.3.00 lacs inclusive of EMD will be treated as security deposit 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.
- 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 zone.
- 3) 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 31.05.2019. On mutual acceptance it may be extended to a period of three to twelve months.
- 4) 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 charges are being borne by the NSC or NSC's seed producers the loading charges will be deducted from transport bills at the rate fixed for respective NSC Labour contractor.
  - (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.
- 5) Period of contract: The period of contract will be for one year 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 & condition.
- 6) 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 RT 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 48 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 48 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 three 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.

- 7) Terms of bookings: All the booking will be on to be billed basis. The freight charges shall be net on per Ton / Per Km basis inclusive of statistical, road toll tax & bridge crossing charges
- 8) 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.
- 9) 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.
- 10) 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.
- 11) 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.
- 12) 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.

13) 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 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.

14) 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 ltr. 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 a increase & will be reduced in case of reduction.

15) Payment & Income Tax

- a) Octroi and toll tax, (excluding toll charges) if any paid by the transporter will be reimbursed by the consignor on production of the relevant original receipts only on normal rates without penalties. NSC will however not make any separate payment on account of insurance if arranged by the transporter.
- b) 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
- c) 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 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.
- d) 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.

- e) 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.
  - f) 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
- 16) 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.
- 17) 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).
- 18) Contractor is liable for all taxes: The rates specified in the tender should be inclusive of sales tax, Service tax, toll tax, custom duty, royalty or commission imposed by any authority of the state.
- 19) 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.
- 20) 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.

21) Settlement of disputes (Arbitration)

In the event of any question, dispute or difference arising under or in connection with this agreement, its implementation or its satisfaction, the same shall be referred to the sole arbitrator, who may be appointed by the Chairman-cum-Managing Director of NSC or by any other officer who at the relevant time is occupying the highest office in NSC, it shall be competent for the Chairman-cum-Managing Director or such other officer of NSC as aforesaid, act as the sole arbitrator himself. The transporter shall have no objection that the Chairman-cum-Managing Director or the Arbitrator nominated as above is a person who has or had dealt with the matter to which the contract relates or that in the course of his duties has expressed view on all or any of the matter of dispute of difference. It is agreed between the parties that in event of the Chairman-cum-Managing Director or the arbitrator nominated as above vacating the office by resignation or otherwise or refusing to act as an arbitrator it shall be lawful for the Chairman-cum-Managing Director of NSC or the officer occupying the highest office in NSC at the relevant time to nominate any other person as the arbitrator and he shall continue the proceedings from the stage at which the same have been left by his predecessor. The venue and cost of the arbitration shall be at the discretion of the arbitrator. It is agreed by the parties that the arbitrator may on the request of the parties, and in the interest of justice and proper determination of the dispute extend the time for making the award by an order in writing conveyed to the parties. In case of any dispute, the court of jurisdiction of the law will be at New Delhi and this agreement will be deemed to have been entered into at New Delhi irrespective of the place of performance of the agreement.

**NATIONAL SEEDS CORPORATION LIMITED**  
**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**

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 2016-17
11. ITR for FY 2017-18
12. Bank Account Details
13. 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)
14. A self-Declaration Certificate that tenderer is not blacklisted in any office of the NSCL or any other Government Organization.
15. A self-declaration under Section 194C (6) for Non-deduction of Tax at Source as per the format in Annexure-D
16. Acceptance Letter in below format to be attached in Company Letter Head

To,  
Regional Manager,  
National Seeds Corporation Ltd.,  
UAS Campus,  
Hebbal  
Bangalore - 560024

Sub: Your e-tender notice dated ..... for appointment of Transport contractor 2018-19 on per Quintal / 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 laid down by your Corporation.

Name & Signature and seal Of Authorized  
Signatories with official stamp

Place:

Date:



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

To  
The Regional Manager  
National Seeds Corporation Limited  
UAS Campus, Near Hebbal Railway gate,  
Hebbal-560024  
Bangalore

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 2017-18 (01.04.2017 to 31-03-2018), 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:

Dated:

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:

Dated:

Declarant Signature and Stamp  
Authorized signatory

**NATIONAL SEEDS CORPORATION LIMITED**  
**REGIONAL OFFICE: BANGALORE**

**FINANCIAL BID**

**Details should be filled up in e-Tender Portal**

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

LIGHT WEIGHT SEED (GROUNDNUT, SUNFLOWER, etc.)

Quantity in Metric Ton and Distance in Kilometer

Distance in Km	1.00 to 3.00	3.01 to 6.00	6.01 to 9.00	9.01 to 15.00	15.01 and above
0 to 50					
51 to 100					
101 to 300					
301 to 500					
501 to 1000					
1001 and above					

HEAVY WEIGHT SEED:-

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

Quantity in Metric Ton and Distance in Kilometer

Distance in Km	1.00 to 3.00	3.01 to 6.00	6.01 to 9.00	9.01 to 15.00	15.01 and above
0 to 50					
51 to 100					
101 to 300					
301 to 500					
501 to 1000					
1001 and above					