

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

REGIONAL OFFICE: PUNE

(CINNO: U74899DL1963GOI003913)



TERMS & CONDITIONS OF ANNUAL TENDER CONTRACT FOR TRANSPORTATION OF SEEDS FROM DIFFERENT LOCATIONS UNDER PUNE REGION FOR THE YEAR APRIL 2022 - MARCH 2023

TENDER SHOULD BE SUBMITTED IN ONLINE ONLY

| | |
|---|--------------------------------------|
| DATE/ TIME OF DOWNLAODING THE TENDER | : 11.01.2022 / 11.00 Hrs |
| DATE / TIME OF CLOSING OF TENDER | : 31.01.2022 / 14.00 Hrs. |
| OPENING OF TENDER (TECHNICAL BID) | : 31.01.2022 / 15.30 Hrs. |
| OPENING OF TENDER (FINANCIAL BID) | : After Evaluation of technical Bid) |
| COST OF TENDER FORM (Non-refundable) | : Rs. 1180/- (inclusive of GST 18%) |

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National Seeds Corporation Limited

(A Government of India Undertaking)

REGIONAL OFFICE: PUNE

NOTICE INVITING E-TENDER

No. 1(Annual Transp.)/HR/NSC- PUNE/2021-22

Dated: 11.01.2022

The e-tender is called for movement of seeds/CPM/Etc.. National Seeds Corporation Limited, Regional office, Pune invites tender for Annual rate contract for transportation of Seeds/CPM/Etc. from Anywhere to Anywhere in Maharashtra State and anywhere from Maharashtra State to throughout India, from the reputed transporters.

| Particulars | Details |
|---|---|
| Name of the tender | Annual Transportation Rate Contract |
| Date of issue of NIT | 11.01.2022 |
| Tender Document Download Start Date/time from website https://indiaseeds.eproc.in | 11.01.2022 (11.00 Hrs.) |
| Tender Document Download End Date/time | 31.01.2022 (Till 14.00 Hrs.) |
| Date and time of opening of Technical Bid and Price Bid via Online mode at NSC, RO Pune | 31.01.2022 at 15.30 Hrs. |
| Tender Fee(To be deposited online) | Rs. 1 1 8 0 .00 (inclusive of GST) |
| EMD (To be deposited online) | Rs. 2,00,000/- (Rupees Two Lakh only) |
| | National Seeds Corporation Limited Regional office - Pune, 681-690, Market Yard, Gultekdi. Pune - 411037 |
| Clarification required if any, the Contact Person is I/C HR/Marketing during working days in working hours. | I/C HR/Marketing Email: admnnscpune@gmail.com / nscpuna@gmail.com Name / Mobile number; Shri. Ajay Kumar, I/c – HR, 9561084303, (Asstt. (HR) – 7020231126) Shri. Devidas Nawange, I/c - (Mktg) 9561092151 |

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

Regional Manager

PART – A.

INSTRUCTIONS TO THE TENDERER / 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 under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of NSCL. Bidders can see the list of licensed CA’s from the link www.cca.gov.in C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-8130606629 for DSC related queries or can email at vikas.kumar@c1india.com

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 through **online** mode. Validity of Registration is 1 year.

The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).

To participate in bidding, bidders have to pay EMD (refundable) as per the amount mentioned in the tender document online through NEFT/RTGS after generating E-challan from <https://indiaseeds.eproc.in>.

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

The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.

Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).

For helpdesk, please contact e-Tendering Cell and Help Desk Support Monday to Friday Ph: **0124-4302033/36/37, nsclsupport@c1india.com.**

It is highly recommended that the bidders should not to wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither M/s National Seeds Corporation Limited nor M/s. C1 India Pvt. Ltd will be responsible for such eventualities.

2) PREPARATION AND 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) OPENING AND EVALUATION OF APPLICATIONS

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

5) DISCLAIMER:

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

PART –B

Essential Conditions for Transportation of Seed by Road
(On Annual Contract Basis) for the year 2022-23

The National Seeds Corporation Ltd. Pune (hereinafter called the consignor) invites sealed tenders for the transportation of seeds from different locations under its Area Offices on annual contract basis through e-Tender.

1. Tenders are invited under two bid systems 1) Technical Bid 2) Financial Bid from a reputed and experienced transport companies/firms or organizations.
2. Tender form can be downloaded from www.indiaseeds.com but after downloading tender document, tender cost will mandatorily paid through online i.e. RTGS/NEFT, by paying **Rs. 1180/- (inclusive of 18% GST)**. The bank Details for Tender Document cost and EMD etc. are - **National Seeds Corporation Ltd, SBI Account No. 32919549520 IFSC Code SBIN0006117, Branch Market Yard, Pune.**
3. The terms & conditions of the transportation & handling of seeds may be seen at Annexure-A.
4. The tenderers are clearly advised to go through the terms & conditions carefully before filling the tenders. National seeds Corporation Ltd, Pune, will not be responsible for any mistakes / error committed by the tenderers in filling of the tenders.
5. The tenderers are required to deposit the fixed amount of EMD Rs.2,00,000/- (Rupees Two Lakhs Only) through e-procurement portal with the Technical & Financial Bid. The Tender without EMD will be rejected.
6. 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.
7. The MSME's registered companies / Transporters are exempted to pay the required EMD subject to valid documentary proof of registration with NSIC.
8. EMD of unsuccessful tenders will be refunded within 30 days after finalization the tender.
9. 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.
10. The tenderer should have the capacity of providing minimum of 10 Trucks per day.
11. The tenderer should have the minimum capacity to transport 2000 qtls. per day.
12. Tenderer should have minimum one year transportation experience with Govt. Organization/Semi Government/Cooperative agency/Private Companies.
13. Job Order issued by email is considered as official communication for placement of truck.
14. Financial bid will be opened for those parties only who qualify in technical bid.
15. 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.
16. All the details pertain to Technical and Financial Bid should be submitted only through e-procurement portal.
17. All the required documents must be attached as per the format of technical bid.
18. Financial bid contains only rates in different slabs in Rupees per Ton per km.
19. Upon acceptance of the tender by NSCL, The security deposit is to be made as per clause 1 of Terms & Conditions of the tender in annexure-A, within 7 days after issuing of work order. The EMD deposited already will be adjusted against the security deposit.
20. Conditional Tender will not be accepted.

Regional Manager.

NATIONAL SEEDS CORPORATION LTD.

(A Government of India Undertaking)

REGIONAL OFFICE: PUNE

TERMS AND CONDITIONS FOR TRANSPORTATION OF SEEDS BY ROAD (On annual contract basis) for the financial year 2022-23.

- 1) **Earnest Money & Security Deposit:** The transporter shall deposit through online Rs. 2,00,000/- (Rupees Two lakh only) towards earnest money deposit through e-procurement portal. Upon acceptance of the tender by NSCL PUNE by a written communication, the security deposit is to be made through bank (RTGS / DD) or a Bank guarantee issued by any scheduled bank for an equal amount as Security deposit within 7 days, as detailed below:
 - a) If the party awarded only one slab The Security deposit is 2.50 Lakhs.
 - b) If Party awarded 2-5 Slabs then the security deposit is 5.00 lakhs.
 - c) If Party awarded more than 5 Slabs then the security deposit is 10.00 lakhs

Thus the total amount along with EMD will be treated as security deposit and not entitled for any interest. If the transporter fails to deposit the security deposit within seven days, the earnest money deposited by the tenderer shall stand forfeited. The Security Deposit shall remain at the entire disposal of the Corporation for Security of the satisfactory execution & completion of work in accordance with the terms & conditions of the contract. The Corporation shall be at liberty to deduct any losses, damages, penalties etc., from any dues of the party and security deposit.

- 2) Indian manufacturers/suppliers/Service provider who are **Micro Small Medium Enterprises (MSME), Small Scale units and registered with National Small Industries Corporation under single point registration scheme** are exempted from payment of earnest money deposit provided they furnish photocopy of **valid registration with NSIC under the single point registration scheme**, for the quoted stores in support of claim along with their request letter. This facility will, however, not be provided to those small scale units who are registered under the old registration scheme which was extended up to 30th June, 1981 only.

OFFERS OF THE FIRMS OTHER THAN (MSME) SMALL SCALE INDUSTRIES AS DEFINED ON 'B' AS ABOVE NOT ACCOMPANIED BY EMD WILL BE SUMMARILY REJECTED. OFFERS OF THE (MSME) SMALL SCALE INDUSTRIES NOT REGISTERED WITH NSIC FOR THE QUOTED ITEM UNDER SINGLE POINT REGISTRATION SCHEME AFTER 30TH JUNE 1981 AND NOT ENCLOSING THE VALID DOCUMENTARY PROOF IN SUPPORT OF THEIR CLAIM WITH THEIR REQUEST LETTERS SHALL ALSO BE REJECTED

- 3) **Refund of EMD/Security:** On satisfactory performance and completion of the contract in all respect, the EMD / Security deposit will be returned to the transporter on the presentation of no due certificate from the units of the concerned zone.
- 4) **Execution of Agreement:** On the written communication with regard to acceptance of the tender, the transporter will enter into an agreement with the Corporation for transporting the seeds to the consignees safely as per schedule & terms & conditions. The tender documents and other terms & conditions will form a part of agreement. If the transporter fails to comply with the terms & conditions, the necessary action is to be initiated against him in addition to forfeiture of EMD/S.D. This agreement entered into shall be valid up to 31.03.2023. On mutual acceptance it may be extended to a period of three to twelve months.
- 5) Individual slab will be allotted to respective L-1 party. He cannot claim for award of contract for other slabs also in which he is not L-1.

- 6) If L-1 rate is received from two or more parties in some particular range of transportation, the order of transportation may be split in proportion for that range amongst all L-1 rate quoting parties and no party can deny for part transportation award in that range.
- 7) Booking of consignment
- (a) The consignment of NSC's goods will normally contain seed material.
 - (b) It should be understood by the transporter that the NSC's goods are of such nature that the same can be damaged in transit due to various facts and after having understood the same the transporter shall be responsible for delivering the goods without deterioration in quality for any reasons what so ever and to make good any loss that NSC may suffer on that account NSC's losses are deductible from the bills of the transporter and/or from the amount of security deposit/EMD, and while doing so transportation charges will also be proportionately disallowed for such of the quantities reported short/damaged. In the event of NSC's loss exceeding the amount of the security deposit and the bills which may be payable to the transporter the later shall pay the amount on demand from NSC without any dispute.
 - (c) NSC does not guarantee any specific volume of work at any time during the period of the agreement. The agreement itself does not confer any right on the transporter to demand that the entire work should necessarily or exclusively be entrusted to him. NSC reserves the right to appoint one or more transporters and distribute the work among them during the currency of this agreement and no claim for compensation shall lie against NSC on account of such division of work. No transporter can demand division of work but NSC may empanel/award more than one transporter at L-1 rates so that the movement of seeds is not hampered due to non-availability of trucks
 - (d) The transporter will collect the goods from the godown and storage locations as per dispatch orders as required by NSC from time to time on each occasion without any extra charge. The freight charge quoted and accepted is inclusive of loading and unloading charges and whenever loading and unloading charges are being borne by the NSC or NSC's seed producers the loading and unloading charges will be deducted from transport bills at the rate fixed for respective NSC Labour contractor.
 - (e) No endorsement shall be made on the LR/GC to the effect the consignment is carried at the "owner's risk" and it should be on "Carrier's Risk" only.
 - (f) The transporter shall ensure that (a) "Hooks" are not used for handling the bags (b) the trucks are covered with double tarpaulins which are perfectly water-proof, leak-proof and in sound condition to avoid damage by rain etc. (c) the consignment is never exposed or kept open and (d) the entire transportation is made only by road and not by any other mode of transportation.
 - (g) No minimum Guarantee distance and quantity will be given for the job order, rather actual kilometer and quantity lifted by transporter as per job order is only eligible for payment.
 - (h) Transporter should ensure timely submission of their freight bills to the concerned Area office and to follow up for forwarding bills to Regional office for payment.
- 8) Period of contract: The period of contract will be for one year i.e 31.03.2023 further extendable to one year from the date of award of the contract. However, the Corporation may terminate the contract earlier than one year without any notice, if in the opinion of the company, the performance of the contract is not satisfactory or the transporter promises / offered bribe/ commission/ gift or any advantage through himself or his partner to the employees/ officers of the Corporation or failed to comply with the terms & conditions.
- 9) Arrangement & placement of trucks at the godown
- (a) It is the duty of the transporter as per the Terms and Conditions of the agreement; the truck has to be placed according to the quantity mentioned in the Job Order & Locations. He has no right to demand for placing the truck of his own choice and demanding quantity for higher or lower as per his convenience.
 - (b) The transporter will ensure that vehicle/truck entering into the NSC premises, godowns and custom processing plants should have proper required documents as per Motor Vehicle act like valid pollution control certificate, RC , heavy duty driving license etc.
 - (c) The transporter shall approach concerned Area office and need not to wait for a call from

the Area Offices after issue of Job order and make available the trucks and lift the consignment within 36 hours of intimation by NSCL unless/otherwise mentioned in Job Order. NSCL would be at liberty to engage another transporter if the successful tenderer failed to provide the truck within the stipulated period. It shall be ensured that the entire consignment under the agreement is lifted within the dates intimated by NSCL on each occasion. If the transporter fails to lift the stocks within 36 hours of NSCL's intimation, NSCL shall have the right to impose a penalty for delayed lifting at the rate of two percent (2%) of the freight charges per day per truck up to a maximum of three days beyond which it shall be opened for NSCL to transport the goods through any other transporter. In that event, if NSCL has to pay more than the amount payable to the transporter under this contract, the excess amount paid shall be recovered/adjusted by NSCL from the amount and/security deposit at the credit of the transporter. The receipt from the other transporter for payment by NSCL on account of transporting the goods through them shall be conclusive evidence of the amount so paid and the transporter under this contract shall without any dispute pay the excess amount either in cash/accept recovery /adjustment from the amount at his credit.

- (d) If it is found that providing vehicle is delayed for more than 5 times by the transporter after issuing dispatching order, then such transporter will be considered as failure and will be blacklisted. The transporter EMD /Security deposit available with NSCL will be forfeited.
 - (e) 70 Qtls. of light seed like Sunflower, Cotton, Ground-Nut pods and other voluminous vegetable seeds will be considered as full truck load of 90 Qtls. and for higher quantity beyond 70 Qtls., the transportation charges will be paid proportionately. AM of the dispatching unit will decide about such crop and certify about this.
- 10) Terms of bookings: All the booking will be on to be billed basis. The freight charges shall be net on Indian Rupees/per Ton / Per Km basis inclusive of statistical, road toll tax & bridge crossing charges or any other taxes as octroi etc.
- (a) Calculation of distance: The distance will be calculated from city to city and not with reference to godown or storage points of concerned NSCL's office. Determination of distance will be made with reference to shortest distances as per Google map. If the order for two or more point of delivery the distance will be calculated for last delivery point for total quantity mentioned in the order
- 11) Detention: If any detention is expected or problem in unloading, the NSCL Official should be immediately informed. No detention charges will be payable for the first 48 hours of detention of truck at the originating station or at the destination station. For detention beyond 48 hours, NSCL may pay detention charges at reasonable rates but not exceeding (2%) two percent of the freight charges per working day per truck provided it is sufficiently established that NSCL alone is responsible for the detention. In calculating the number of day of detention, the day of placement / arrival of the truck and that of loading / unloading shall be excluded. If the consignment is delivered short of the destination or at some other destination unless otherwise permitted by NSCL in writing, NSCL will not pay the freight charges to the transporter.
- 12) 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.
- 13) Withholding & Non-delivery of consignment: The transporter shall not withhold the delivery of the consignment for any reason whatsoever and shall be solely responsible for any loss that NSCL may sustain on account of such non-delivery of the consignment at the destination, the transporter shall bear the entire cost of the seed 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 seeds.
- 14) Transshipment: No transshipment is allowed in between the destinations. For any reason such as breakdown, accident etc. if the truck is stranded beyond reasonable limits, the transporter

should make alternative arrangements for safe transportation of the goods by road within the delivery time limit prescribed already. Except the extraordinary justifiable situation such as accident, break-down, road blockage etc. no transshipment is allowed i.e. the truck received by the consignee should be the same as that into which the stock was loaded by the consignor as indicated in the LR. If and when transshipment is resorted to and the truck No. is changed, the transporter shall justify the same to NSC's satisfaction. For delay/damages on account of transshipment not accepted by NSC, penalty shall be twice the penalty prescribed for normal delay / damages.

- 15) Tracking of Consignment: It is responsibility of transporter to provide tracking report for all the Job Order issued whenever it is required, however the transporters have to share the daily tracking report with logistics Department of Regional Office & Consignee, for the Job Order issued with more than 500 kms distance.
- 16) Delivery of consignment.
The consignment shall be delivered by the transporter at the consignees address at the specified destination on door delivery basis during office hours i.e. 10.00 hours to 17.00 hours, on working days within the transit periods of 300 Kms per day. The transit period is exclusive of the days of lifting (loading) and delivery (unloading). If delivery outside office hours or on holidays is anticipated, the transporter shall inform the consignee, in writing, at least 48 hours in advance above such delivery to enable the consignee to make the required arrangement. However, neither the consignee nor the consignor shall be responsible if arrangements are not made by the consignee for taking delivery of the consignment after the office hours or on holidays.
- a) Two or more point of delivery
If the unloading is done at more than one destination during single trip, the extra charges of Rs.500.00 per destination will be given by NSCL (excluding 1st Destination).
- (b) A clear acknowledgement should be obtained on the back side of LR with seal and signature and date of delivery from the consignee to whom the seed was booked. Material delivered wrongly not according to NSC dispatch orders, the same will at Transporter's risk and responsibility.
17. Hike in the prices of fuel: No consideration for increase of rates will be granted under any circumstance.
18. Payment & Income Tax
- a) The corporation will not make any advance payment towards bills.
- b) NSC will not make any separate payment on account of insurance if arranged by the transporter.
- c) The payments towards freight charges shall be made on to be billed basis. For billing or payments, Kilometer calculation shall be strictly based on Google Map for the actual distance (shortest distance) and actual quantity transported by the transporter
- d) Payment will be made in favour of the transporter through RTGS/NEFT (for this the Transporters has to give details of A/C Number with Bank Branch Name and IFSC Code on the letter head with cancelled cheque), by the Regional Office on the basis of the actually net weight of the goods stated in the lorry receipt at the time of loading on production of the certificate of receipt of the goods from the consignee. The cost on account of shortage in the consignment, penalty for the late delivery of the consignment and value of damages to the consignment will be deducted by the consignor before making payment to the transporter.
- e) NSC reserves the right to deduct the TDS as per the Income Tax Act 1961, from the bill amount which is due to the transporter according to the provisions of sec. 194C of the said act and rules framed there under as in force.
- f) Payment will be made to the transporter only on the original acknowledgements from the consignee. No payment will be released based on carbon copy/Photocopy of LR & Movement Certificate. In case of missing of original LR with acknowledgement, Indemnity Bond with confirmation of receipt of Goods in original from consignee either by letter or email and verified by concerned Area Manager.
- 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.
19. Termination of the contract: The terms and conditions as stated above shall be binding on the NSC and the transporter and their relationship shall be governed by the same. NSC shall have the right to terminate the contract at any time during its currency after giving 10 days notice to the transporter without assigning any reason whatsoever and transporter shall not be entitled to question the termination nor shall be entitled to any compensation on this contract. In the event of transporter being adjudged insolvent or going liquidation or winding up his business or failing to observe any of the provisions of the contract or is convicted or punished under the provisions of any statute, NSC, shall be at liberty to terminate the contract without prejudice to any other rights or remedies under contract and to get the work done during the period of the contract at the risk and cost of the transporter and to claim from him any resultant loss sustained or costs incurred.
20. Transit Insurance of seeds: The Corporation will arrange for transit Insurance of seeds under transportation and hence in case of any accident and damage to seeds under transportation, the transporter should give the intimation at the earliest so that necessary claim with Insurance Company can be made. If NSCL does not get the claims due to the fault on part of the transporter then in that situation the entire damage caused will be recovered from the transporter.
21. Indemnity: Without prejudice to any other provisions in these conditions, the transporter shall be bound to keep the company (NSCL) or any representative or employee of the company (NSCL) fully indemnified against any action, claim, or proceedings under the provisions of any rules, regulations, bye laws, notifications, direction or orders having the force of law for anything done or omitted to be done by the transporter in contravention of such provisions etc., for the infringement or violation thereof by him in the course of the execution or completion of the work under the contract and if, as a result of any such action, claim or proceedings, the transporter or such representative of the company, as the case may be, is adjudged to be liable to any penalties or to pay any compensation, such liability of the transporter and if, the company (NSCL) will deduct all amounts arising out of such liabilities from the security deposit of the transporter or from any other amount due and payable by the company (NSCL) to the transporter under this contract or any other contract and without prejudice to any other legal remedy available to the company (NSCL).
22. Contractor is liable for all taxes: The rates specified in the tender should be inclusive of sales tax, Service tax, toll tax, Octroi, custom duty, royalty or commission etc. imposed by any authority of the state or central.
23. Transporter is liable for violating laws/rules & regulation: Transporter shall be responsible to secure compliance with all Central & State laws as well as the rules, regulations of the local authorities and statutory bodies as may be in force from time to time. The Corporation will not be responsible for any act of violation by the transporter.
24. Force majeure
- i) 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.
- j) If a force majeure situation arises, transporter shall promptly notify in writing of such conditions and causes thereof within 48 hours. Unless otherwise directed by the transporter in writing, the transporter shall continue to perform its obligations under the contract as far as is reasonable practical and shall seek all reasonable alternative means of performance not prevented by force majeure.
25. ARBITRATION:
- 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

provisions, 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 be in English Language. The Court of Delhi shall have the jurisdiction.

NATIONAL SEEDS CORPORATION LIMITED

REGIONAL OFFICE: P U N E

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 2018-19.
11. ITR for FY 2019-20.
12. ITR for FY 2020-21.
13. Solvency certificate or DD in favour of National Seeds Corporation for 25.00 Lacks
14. Bank Account Details
15. Authorization of competent authority of the Firm/Company or Organization to sign this Tender document and participant in the tender in case of representative (Enclose copy)
16. A self-Declaration Certificate that tenderer is not blacklisted in any office of the NSCL or any other Government Organization.
17. Acceptance Letter in below format to be attached in Company Letter Head.
18. Self-Declaration under Section 194C(6) for Non-deduction of Tax at Source

To,
Regional Manager,
National Seeds Corporation Ltd.,
681-690, Market Yard, Gultekdi
Pune - 411037

Sub: Your e-tender notice dated _____ for appointment of Transport contractor 2022-23 on per
ton /Km. basis.

Sir,

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

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

Place:
Date:

Name & Signature and seal Of Authorized
Signatories with official stamp

NATIONAL SEEDS CORPORATION LIMITED

REGIONAL OFFICE: PUNE

FINANCIAL BID

Details should be filled up in e-Tender Portal

Movement from Maharashtra to Maharashtra and anywhere in India

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

| Quantity in MT → | 0.01 to 3.00 | 3.01 to 6.00 | 6.01 to 9.00 | 9.01 to 12.00 | 12.01 to 16.00 | 16.01 to 20.00 | 20.01 And above |
|---------------------|--------------------|--------------------|--------------------|---------------------|----------------------|----------------------|-----------------------|
| Distance in Km↓ | | | | | | | |
| 01 to 100 | | | | | | | |
| 101 to 200 | | | | | | | |
| 201 to 300 | | | | | | | |
| 301 to 500 | | | | | | | |
| 501 and above | | | | | | | |

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

To

Regional Manager,
National Seeds Corporation Ltd.,
681-690, Market Yard,
Gultekdi,
Pune - 411037

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 2021-22 (01.04.2021 to 31.03.2022), the contractor shall forthwith, in writing intimate the payer of this fact.
- 5) That the Income Tax Permanent Account Number (PAN) of the contractor is _____. A photocopy of the same is furnished to the payer along with this declaration.

Place:

Date:

Declarant Signature and Stamp
Authorized signatory

VERIFICATION

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

Place:

Date:

Declarant Signature and Stamp
Authorized signatory

Undertaking

Regional Manager
National Seeds Corporation Limited
Pune (Maharashtra)

Sir,

This is in reference to your Tender Notice published for transportation of Seeds. In this connection, I wish to undertake that our firm is neither **blacklisted** by Govt./Semi Govt./PSU or any Other agencies nor our firm is having any relationship with Employees of National Seeds Corporation Limited.

Signature of Transporter_____

Address & Stamp:

Date:-

Acceptance letter in below given format to be attached in company letter head.

(Copy to be uploaded on e-portal/ submitted with offline tender)

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-Pune Management. Above information is true to our knowledge and belief.

Signature of Tenderer:

Name:-

Address

Phone No

Email:

Stamp

Date: _____

AGREEMENT FOR ANNUAL TRANSPORTATION OF SEEDS AND MATERIAL BY ROAD

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

And

M/s.....Firm/Company registered underAct 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, NSCL-RO, Pune is the Competent Authority to appoint the Transporter or to renew or extend the contract period of transporter.

AND WHEREAS, M/s., having its registered address at and was appointed as Transporter of NSCL-Pune through tender process in the FY 2022-23 and it will perform the Transport work only for RO-Pune and various Area Offices under Pune Region.

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 sole transporter for the Regional office, Pune for a period of one year commencing from date of award of work.
2. The transporter agrees that it shall transport the Seeds and Packing Material from various Area offices to other various units throughout the country.
2. The transporter agrees that it shall make available to the NSCL every day the number of trucks required by it for transporting the products.
3. 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.

4. The Transporter will not transport goods of any other person in the trucks carrying the NSCL products.
5. This agreement shall be executed in duplicate. The original shall be retained by the National Seeds Corporation Limited and the duplicate by the transporter.
6. That the Transporter is agreed to the terms and condition attached to this agreement as Annexure 1

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

Signature & Seal of Party

Signature of Authorised Signatory

Witness

1 Signature
Name
Address

2 Signature
Name
Address

Regional Manager
NSCL-Pune

FORMAT FOR SOLVENCY CERTIFICATE

Dated:

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s having their office at are a regular customer of our bank. They are solvent to an extent of Rs..... (Rupeesonly) The conduct of their account is good.)

It is certified that this certificate is issued without any risk and responsibility on the part of this Bank or any of its official in any respect whatsoever, more particularly either as guarantor or otherwise. This certificate is issued at the specific request of the customer.

Signature, Name and Designation
of issuing authority with seal)

CHECKLIST FOR THE TENDERER

1. Check that the tender is submitted in two bid system. Separately for Technical and Financial Bid.
2. Online Deposit Receipt of Tender fees of Rs. 1180/- as per point no. 2 of page no. 8.
3. Online Deposit Receipt of EMD fees of Rs. 2,00,000/- as per point no. 5 of page no. 8.
4. Security Deposit Receipt / DD (issued in favour of National Seeds Corporation Ltd. payable at Pune) as per applicable as mentioned in Annexure-A, para- 1 of Terms & Conditions.
5. Undertaking on original stamp paper that his/her firm is neither Blacklisted nor having any relationship as per the Technical Bid, Para-16 of the Term and Condition of NIT (Original).
6. Tender form is completely filled and not conditional.
7. Ensure that EMD money & documents are attached with Technical Bid only.
8. Number of the truck owned/taken on lease (copy attached).
9. GST No. (copy attached).
10. Income Tax Return (Form – 16)/ PAN No. (copy attached).
11. Registration of the firm under Shops and Establishment Act (Copy attached).
12. Valid registration number of the truck (copy attached).
13. Valid Solvency Certificate issued by the bank (Rs. 25.00 Lacs) (Original attached).
14. Capacity to place the truck in a day.
15. Mobile Nos. & E-mail details.
16. If no EMD / Tender Cost is submitted than valid NSIC Certificate along with request letter for exemption of EMD / Tender Cost to consider in the tender.
17. All the above documents from Sr. No. 9 to 14 are to be submitted in the Technical Bid only. If any of the documents mentioned above is submitted in the financial bid, the responsibility for any consequence lies with the tender party and the tender will be out rightly rejected.
18. Authority letter (if any) must be signed by the proprietor with the official stamp with verified Photo ID and three specimen signature of the staff so authorized to take part in the tender opening process & so on.