

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 2023 - MARCH 2024

TENDER SHOULD BE SUBMITTED IN ONLINE ONLY

DATE/ TIME OF DOWNLAODING THE TENDER	: 01.04.2023 / 11:30 Hrs.
DATE / TIME OF CLOSING OF TENDER	: 14.04.2023 / 14.00 Hrs.
OPENING OF TENDER (TECHNICAL BID)	: 14.04.2023 / 15.00 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/2023-24

Dated: 31.03.2023

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	01.04.2023
Tender Document Download Start Date/time from website https://indiaseeds.enivida.com	01.04.2023 (11.30 Hrs.)
Tender Document Download End Date/time	14.04.2023 (Till 14.00 Hrs.)
Date and time of opening of Technical Bid and PriceBid via Online mode at NSC, RO Pune	14.04.2023 at 15.00 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 Logistics & Marketing during working days in working hours.	I/C Logistics/Marketing Email: logistics.roncpune@gmail.com nscpuna@gmail.com Name / Mobile number; Shri. Kishore Awatade, I/c – Logistics, 9922818651, 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.enivida.com> or www.indiaseeds.com.

Regional Manager

PART – A.

Section – I

PROCEDURE UNDER E-TENDERING

INSTRUCTIONS TO BIDDER – ONLINE MODE

DEFINITIONS:

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

13. Bidders are recommended to use PDF files for uploading the documents. Only price bid sheet will be in Excel format.
14. The bidders must ensure to get themselves registered on the portal at least 1 week before the tender submission date and get trained on the online tender submission process. For tender submission and registration process bidders are advised to refer respective manuals on website. Tender inviting Authority/Department will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues like internet connectivity/PC speed/etc...
15. Offline Submission of bids/documents/rates by the bidders will not be accepted by the department, under any circumstance.
16. After final submission of the bid, a confirmation message and bid submission acknowledgement will be generated by the portal. The bid submission acknowledgement contains details of all documents submitted along with bid summary, token number, date & time of submission of the bid and other relevant details. Bidder can keep print of the bid submission acknowledgement.
17. If bidder is resubmitting the bid, bidder must confirm existence of all the required documents, financial bid and again submit the bid. Once submitted, the bid will be updated.
18. Submission of the bid means that the bid is saved online; but system does not confirm correctness of the bid. Correctness of the bid will be decided by tender inviting authority only.
19. The time displayed in the server is IST(GMT 5:30) and same will be considered for all the tendering activities. Bidders must consider the server time for submission of bids.
20. Bid documents being entered by the Bidders/Vendors/Contractors will be encrypted at the client end and the software uses PKI encryption techniques to ensure security/secrecy of the data. The submitted bid documents/data become readable only after tender opening by the authorized individual.

Thank You

Technical Support - Phone: 9355030617, 8448288980

Tel: 011-49606060

Email ID - enividahelpdesk@gmail.com, enivida2021@gmail.com

PART – B

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

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 online 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. Micro small enterprises MSE's registered with NSIC or any other body specified by Ministry of MSME, for such works are exempted from payment of Tender fee as well as EMD. Security deposit however, will have to be deposited in the case of grant of work.
8. EMD of unsuccessful tenders will be refunded within 30 days after finalization the tender. (AFTER REQUEST FROM THE PARTIES WITH PROPER BANK DETAILS)
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 10 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 2023-24.

- 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 10 days, as detailed below:

The Security deposit is Rs 5,00,000 (Rs Five lakh Only), The EMD will be converted in to Security deposit in respect of successful tenderers And the additional amount has to be deposited in NSC account. EMD / Security Deposit will not be eligible for any interest. If the transporter fails to deposit the security deposit within Ten 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) Micro small enterprises MSE's registered with NSIC or any other body specified by Ministry of MSME, for such works are exempted from payment of Tender fee as well as EMD. Security deposit however, will have to be deposited in the case of grant of work.
- 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) The transporter has to produce credential /capacity proof for handling cargo from one region to another region i.e. ensures timely delivery of seeds / consignment anywhere in India. **The tenderer has to submit the solvency certificate (Minimum amount Rs.20 lakhs)** as per attached format at Annexure –G. or in the absence of bank solvency Rs 20 Lakhs transfer to NSC SBI Account No.32919549520 IFSC Code SBIN0006117 Branch Market Yard, Pune. Through RTGS/NEFT. It is mandatory to submit the bank solvency within 03 months from date of tender opening, and the deposited amount will be returned through online mode without any interest charges.
- 5) **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 31.03.2024**. On mutual acceptance it may be extended to a period of three to twelve months.
- 6) It is mandatory for all the tender parties to quote their rates for all the 36 slabs. The L-1 parties will be ascertained on the basis of maximum number of L-1 slabs quoted by the parties out of those 36 slabs. If more than one party is L-1, in such case L-1 party will be decided on the basis of L-1 rates for slab No. 28,29 & 30 of the concerned L-1 Parties (out of the three slabs, minimum two slabs required L-1).
- 7) The rates quoted by the parties must be workable and NSC reserves the right of negotiation. The decision of Regional Manager will be final and binding upon the parties.

- 8) Any other Tenders cannot claim for award of contract if they have not L 1 as per clause no. 6
- 9) Tenderers should submit Original Undertaking duly notarized on stamp paper of Rs.100/- that his/her/their firm has neither been BLACK LISTED by any Govt. /Semi Govt. /PSU or any other agencies nor having any relation/co-relation directly or indirectly with the employee of the NSC. The undertaking should be after the issuance of the tender date as per ANNEXURE-E.
- 10) 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.
- 11) Period of contract: The period of contract will be for one year i.e 31.03.2024 further extendable to one year from the date of award of the contract (with mutual consent of both the parties). 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.
- 12) 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 **48 hours (From the time of issue of job order)** 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 48 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 as per recommendation of concerned unit/ Area Manager, 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. AM of the dispatching unit will recommend about the penalty to be imposed based on LR acknowledgment etc.
 - (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.
 - (f) In the case of packing/certifications material which occupies more space due to high volume/less weight the bill will be paid on the basis of certificate given by the concern dispatching unit, Area Manager against equivalent weight of volume occupied actually by the item/quantity dispatched.
 - (g) The Transporter shall abide/covered by the carriage by road act 2007 and any addition/amendment in the act by Ministry of Road Transport and Highway/State Government authority from time to time, which he should ensure.
- 13) 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
- 14) 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.

- 15) 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.
- 16) 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.
- 17) 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.
- 18) 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.
- 19) 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.
- 20) Hike in the prices of fuel: No consideration for increase of rates will be granted under any circumstance.
- 21) 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.
- 22) 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.
- 23) 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.
- 24) 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).
- 25) Contractor is liable for all taxes: The rates specified in the tender should be inclusive of **GST**, toll tax, Octroi, custom duty, royalty or commission etc. imposed by any authority of the state or central. The contractor is liable to pay the GST (if applicable).
- 26) 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.
- 27) 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.

28) 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.

- 29) Regional Manager reserves the right to accept or reject any or all the tender without assigning any reason whatsoever.
- 30) **GST/PAN** No. must be quoted on every LR.

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/ Semi govt. /Co.agency /Private/ Reputed companies) _____
6. GSTIN Number. (Enclose Copy) _____
7. PAN No. (Enclose Copy) _____
8. ITR for FY 2019-20 & 2020-21, 2021-22 _____
9. Solvency certificate in favour of National Seeds Corporation
for 20.00 Lacks. (Enclose Copy) or Proof of online transfer
as per tender Annexure A, clause no.04 _____
10. Bank Account Details _____
11. Authorization of competent authority of the Firm/Company
or Organization to sign this Tenderdocument and participant
in the tender in case of representative (Enclose copy) _____
12. A self-Declaration Certificate that tenderer is not blacklisted
in any office of the NSCL or any other Government Organization. _____
13. Acceptance Letter in below format to be attached in Company
Letter Head. _____
14. Self-Declaration under Section 194C(6) for Non-deduction
of Tax at Source _____
15. Capacity to place truck to lift the stock per day. (Enclose Copy) _____

Place:
Date:

Name & Signature of the tenderer
With official stamp

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 2023-24 on per
ton /Km. basis.

Sir,

We have carefully gone through the essential condition of tenders and terms & conditions prescribed for entering into contract for appointment of transport contractors as per Annexure A. My / our lowest and firm rates for different slabs are submitted through e-Portal. Rates quoted per Metric Ton per kilometer in rupees (the rates quoted 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 →	Up to 2.00 MT	2.01 to 5.00	5.01 to 9.00	9.01 to 12.00	12.01 to 16.20	16.21 And above
Distance in Km ↓						
0 to 50						
51 to 100						
101 to 200						
201 to 300						
301 to 500						
501 and above						

Note: Number 1 to 36 indicate slab number. For ex: upto 2.0 MT -0 to 50 Km shall be consider as **slab 1** like wise 2.01 to 5.00- 0 to 50 Km shall be consider as **slab 2** and so on. Accordingly rates should be quoted for slab 1- slab 36. For more details refer to **Annexure-A** of Terms and Conditions of the tender.

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 2022-23 (01.04.2022 to 31.03.2023), 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

ANNEXURE-E

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 Online 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 2023-24 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 2023 for financial year 2023-24.

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/- (attach copy) as per point no. 2 of page no. 8.
3. Online Deposit Receipt of EMD fees of Rs. 2,00,000/- (attach copy) as per point no. 5 of page no. 8.
4. Undertaking on original stamp paper that his/her firm is neither Blacklisted nor having any relationship as per the Technical Bid, Para-08 of the Term and Condition of NIT (Original).
5. Tender form is completely filled and not conditional.
6. Number of the truck owned/taken on lease (copy attached).
7. GST No. (Copy attached).
8. Income Tax Return (Form – 16)/ PAN No. (Copy attached).
9. Registration of the firm under Shops and Establishment Act (Copy attached).
10. Valid registration number of the truck (copy attached).
11. Valid Solvency Certificate issued by the bank (Rs. 20.00 Lakh) (Original attached) or proof of online transfer as per tender Annexure A, clause no.04
12. Capacity to place the truck in a day.
13. Mobile Nos., Adhar No. & E-mail details.
14. Micro small enterprises MSE's registered with NSIC or any other body specified by Ministry of MSME, for such works are exempted from payment of Tender fee as well as EMD. (Attached Document)
15. 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.
16. All the above documents 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 may be rejected.