

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

REGIONAL OFFICE: BHOPAL

(CINNO:U74899DL1963GOI00393)



TENDER SHOULD BE SUBMITTED IN ONLINE ONLY

DATE/ TIME OF DOWNLAODING THE TENDER	: 04.04.2023 / 10.00 Hrs
DATE / TIME OF CLOSING OF TENDER	: 24.04.2023 / 15.00 Hrs.
OPENING OF TENDER (TECHNICAL BID)	: 24.04.2023 / 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: BHOPAL

NOTICE INVITING E-TENDER

No. 2(29)/MM/NSC- BPL/2023-24/

Dated: 04.04.2023

National Seeds Corporation Limited, Regional office, Bhopal invites tender for Annual rate contract for Local transportation of Seeds & Packing materials .

Particulars	Details
Name of the tender	Local Transport tender for transportation of seeds and packing materials
Date of issue of NIT	04.04.23
Tender Document Download Start Date / time	04.04.2023 (10.00 Hrs.)
Tender Document Download End Date/time	24.04.2023 (15.00 Hrs.)
Date and time for submission of online bid	From 04.04.2023 (10.00 Hrs.) To 24.04.2023 (15.00 Hrs.)
Date and Time of opening of Technical Bid and Financial Bid via Online mode at NSC, RO Bhopal.	at 24.04.2023 15.30 Hrs.
Tender Fee (To be deposited online)	Rs. 1180 .00/- inclusive of GST
EMD (To be deposited online)	Rs. 25000.00 (Rupees- Twenty Five Thousand only)
	National Seeds Corporation Limited Regional office Bhopal 48-49 sector B, Industrial Area Govindpura, Bhopal-462023
Clarification required if any, the Contact Person is I/c MM/ Asst Logistics during working days in working hours	I/c (MM)/ Asst Logistics <i>Email:</i> mmnscbpl@gmail.com <i>Mobile number;</i> 8859186993/7828623553

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

Essential conditions for Transportation of Seed & packing
materials by Road (On Annual Contract Basis) for the
year 2023-24

- 1) The National Seeds Corporation Ltd. Bhopal (hereinafter called the consignor) invites sealed tenders for the transportation of seeds from different locations under its Area Offices, Govindpura on annual contract basis. Tenders are invited under two bid systems (Technical Bid, Financial Bid.)
- 2) Tender form can be downloaded from our website www.indiaseeds.com but after downloading tender document, cost will mandatorily to be paid through online i.e. RTGS/NEFT or by way of demand draft payable at Bhopal.
- 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, Bhopal , 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.25,000.00/-as Demand draft along with the Technical & Financial Bid. The EMD can also be paid through online and in that case necessary document as proof has to be attached along with technical bid. The Tender without EMD will be rejected.
- 6) No adjustment of EMD from the dues, if any, available with the corporation 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.
- 9) The tenderer should have the capacity to arrange the vehicle immediately.
- 10) Tenderer should have minimum one year transportation experience with Govt. Organization/Semi Government/Cooperative agency/private reputed company (preference will be given to Government transport experience)
- 11) Job Order will be issued by concerned Area Manager by email is considered as official communication for placement of truck.
- 12) Financial bid will be opened for those parties only who qualify in technical bid.
- 13) 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.
- 14) All the required documents and EMD (proof in case of online deposit) must be attached with technical bid.
- 15) Financial bid contains only rates in different slabs in Rupees per Qtl per km for the Area office.
- 16) 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.
- 17) Conditional Tender will not be accepted.

Regional Manager.

NATIONAL SEEDS CORPORATION LTD.

(A Government of India Undertaking)

REGIONAL OFFICE: BHOPAL

TERMS AND CONDITIONS FOR LOCAL TRANSPORTATION OF SEEDS & PACKING MATERIAL BY ROAD

(On annual contract basis) for the financial year 2023-24

1) **Earnest Money & Security Deposit:**

The transporter shall deposit Rs.25000.00/-(Rupees-Twenty Five thousand only) as earnest money deposit upon acceptance of the tender by NSCL by a written communication.

The security deposit is to be made through bank (RTGS/ DD) within 7 days of issue of order.

- (a) Thus the total amount Rs 25000.00 (RupeesTwenty Five thousand only) along with EMD will be treated as security deposit and not entitled for any interest. The EMD will also be converted into Security deposit in respect of successful tenderers as the total security deposit will be Rs.25, 000/ . 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.
- (b) 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.
- (c) **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.
- (d) **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 one year. On mutual acceptance it may be extended to a period of three to twelve months.
- (e) It is mandatory for all the tenderers to quote their rate of all the slabs .Tender is offer only on party who has L1 for the maximum slab and the committee may negotiate to the firm which quoted L-1 rates in maximum slabs .

2) 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 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) Transporter should ensure timely submission (on weekly basis) of their freight bills to the concerned Area office for further forwarding bills to Regional office by the Area Manager for payment with recommendation along with copy of Job order.

3) Period of contract:

The period of contract will be for one year from the date of issue of work order 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.

- 4) Arrangement & placement of trucks at the godown
- a) The job order will be issued by the concerned Area Manager according to the requirement.
 - b) It is the duty of the transporter to place the truck or vehicle for movement of seeds as per order issued by the concerned Area Manager. The transporter has no right to demand for placing the truck of his own choice and demanding quantity for higher or lower as per his convenience.
 - c) 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.
 - d) The transporter shall make available the trucks and lift the consignment within 24 hours of intimation by Area manager NSC unless/otherwise mentioned in Job Order. The concerned Area manager 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 24 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.
 - e) 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.
- 5) Terms of bookings: All the booking will be on to be billed basis. The freight charges shall be net on Indian Rupees/per Qtl / Per Km basis inclusive of statistical, bridge crossing charges etc. however Octroi and toll tax if any paid by the transporter will be reimbursed by the consignor on production of the the relevant receipts only on normal rates without penalties. NSC will however not make any separate payment on account of insurance if arranged by the transporter.
- (a) Calculation of distance: The distance will be calculated from city to city and not with reference to go down 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
- 6) 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.
- 7) 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.

8) Delivery of consignment.

The consignment shall be delivered by the transporter at the consignee's address at the specified destination on door delivery basis during office hours. 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 24 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 clear acknowledgement should be obtained on the 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 be at Transporter's risk and responsibility.

9) 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) 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 to concerned Area Office.
- e) 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.
- f) 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.
- g) Payment will be made to the transporter only on the acknowledgements from the consignee. No payment will be released based on carbon copy/Photocopy of LR & Movement Certificate.
- h) In case of movement of packing materials, The LR with acknowledgement is to be submitted along with both the weighment slip (Empty and loaded) issued by government approved weigh bridge center duly endorsed by our representative.
- i) 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.

- 10) 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.
- 11) 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.
- 12) Crop conditions: This tender is applicable for the transportation of the seeds whose rate is more than Rs 100 per kg and packing materials, however these condition is not applicable for the transportation of planting materials, minikits, packing materials and Government orders.
- 13) 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).
- 14) Contractor is liable for all taxes: The rates specified in the tender should be inclusive of GST AND all taxes come into force in India except Octroi and toll tax
- 15) 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
- 16) 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.

17) Settlement of disputes:

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: Bhopal

TECHNICAL BID

Documents / Details required in support of technical bid

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 the Past Experience with Period, Quantity & Amount (Govt. Organization Semi government/Cooperative agency/private reputed company)
5. Note:- Preference will be given to government experience holder.
6. GSTIN Number.(If applicable)
7. PAN No.
8. ITR for FY 2021-22.
9. Bank Account Details
10. 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)
11. A self-Declaration Certificate that tenderer is not blacklisted in any office of the NSCL or any other Government Organization.
12. Acceptance Letter in below format to be attached in Company Letter Head.

Acceptance Letter

Annexure-B

To,
Regional Manager,
National Seeds Corporation Ltd.,
48-49 sector B
Industrial Area, Govindpura
Bhopal-462023

Sub: Your e-tender notice dated for appointment of Transport contractor 2023-24 on Rs perQtl / Km. basis.

Sir,

We have carefully gone through the essential condition of tender 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 enivida-Portal. Rates quoted per quintal 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 lay down by your Corporation.

Place:
Date:

Name & Signature and seal Of Authorized
Signatories with official stamp

National seeds corporation Ltd.
Regional Office- Bhopal
Financial Bid- Area Office Govindpura

For Actual Distance Travelled (in km) Freight rate (Rs. per Qtls. Per kms) inclusive of all Taxes.

Quantity in Qtls. →	5.00-08.00	08.01-12.00	12.01-16.00	16.01-20.00
Distance in Km↓				
0-20				
>20-50				
>50-100				
>100-150				
>150-200				

- The distance for the dispatch of Seeds under slab 5.00-8.00 Qtls the distance will be not more than 100 Kms except for the dispatch of planting materials, Minikits, and Government orders.