

NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)
REGIONAL OFFICE: BHOPAL



**TERMS & CONDITIONS OF ANNUAL TENDER CONTRACT FOR
TRANSPORTATION OF SEEDS AND PACKING
MATERIAL BY ROAD
FOR THE YEAR 2024-25**

TENDER SHOULD BE SUBMITTED IN ONLINE ONLY

DATE/ TIME OF DOWNLAODING THE TENDER	: 27.07.2024 / 13.00 Hrs
DATE / TIME OF CLOSING OF TENDER	: 16.08.2024 / 15.00 Hrs.
OPENING OF TENDER (TECHNICAL BID)	: 16.08.2024 / 15.30 Hrs.
OPENING OF TENDER (FINANCIAL BID)	: IMMEDIATELY (After Evaluation of technical Bids)
COST OF TENDER FORM (Nonrefundable)	: Rs.1180/- (inclusive of GST 18%)

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National Seeds Corporation Limited
(A Government of India Undertaking)
REGIONAL OFFICE
BHOPAL 462023

NOTICE INVITING E-TENDER

No. 2(2)/MM/ / NSC-BHOPAL/2024-25/

Dated: 27.07.2024

National Seeds Corporation Limited, Regional office, Bhopal invites tender for transportation seeds within Madhya Pradesh & Chattisgarh and throughout India through e-tendering for Annual transportation of Seeds & packing material from reputed transporters from different places under the NSC Area offices.

Particulars	Details
Name of the tender	Annual transportation Contract 2024-25
Date of issue of NIT	27.07.2024
Tender Document Download Start Date/time from website https://indiaseeds.enivida.com	27.07.2024 (13.00 Hrs.)
Tender Document Down load End Date/time	16.08.2024 (Till 15.00 Hrs.)
Date and time for submission of online bid	From 27.07.2024 (13.00 Hrs.) To 16.08.2024 (15.00 Hrs.)
Date and time of opening of Technical Bid and Price Bid via Online mode at NSC, RO Bhopal	16.08.2024 at 15.30 Hrs.
Tender Fee(To be deposited online)	Rs. 1180 .00 (One thousand one hundred & eighty only) inclusive of GST
EMD(To be deposited online)	Rupees one Lakh for each Area office(Govindpura/Indore/Niwari)
	National Seeds Corporation Limited Regional office 48-49 Sector B, Industria Area Govindpura Bhopal -462023
Clarification required if any kindly Contact during working days in working hours	<i>Email: rm.bhopal@indiaseeds.com mmnscbpl@gmail.com Ph. 0755-2580271 /8827263303/ 7828623553</i>

1. NSC reserves the right to make any alteration /modification in the tender documents or cancel the tender at any stage without assigning any reason
2. Any changes in the tender documents will be informed through procurement portal and our website www.indiaseeds.com corrigendum only in e-

Regional Manager

Essential Conditions for Transportation of Seed by road (On Annual Contract Basis)
for the year 2024-25.

The National Seeds Corporation India Ltd. Bhopal (hereinafter called the consigner) invites online tenders for the transportation of seeds from different locations under its Area Offices / Production center 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, 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, Bhopal SBI Account No. 32933247215 IFSC Code SBIN0001253, SME Branch Govindpura Industrial Area Bhopal.**
3. The terms & condition of the transportation & handling of seeds may be seen in tender documents.
4. The tenderers should mandatorily submit a self-declared certificate that they have read all the essential condition and terms and conditions which will become a part of agreement.
5. **The tenderers are required to deposit the fixed amount of EMD Rs. 1,00,000/- (One Lakh) for each Area offices i.e. (Rupees one lakh for one area office or two lakh for two and three lakh for all Area office).** The tender participants registered with NSIC are exempted from tender form cost and EMD deposit. Exemption of earnest money deposit and tender fee, for Indian Manufacturers which are registered with NSIC under Single point registration scheme, Indian manufacturers/suppliers who are Micro and Small Enterprises (MSE) small scale units, the MSME vendors having Udyog Aadhar Memorandum or any other body specified by Ministry of MSME shall be provided benefits under the said policy, provided valid certificate submitted by the bidder in the online tender.. **The certificate should explicitly mention that the bidder is engaged in providing transport services as per the definition and scope of MSME activities.**
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. EMD of unsuccessful tenders without interest will be refunded within 30 days/on request of the party after finalization the tender. (AFTER REQUEST FROM THE PARTIES WITH PROPER BANK DETAILS).
8. Upon acceptance of the tender by NSCL, security deposit Rs. 2.00 lakh for each area offices mandatorily has to be deposited by the party within 10 days after issue of work order. EMD amount will be adjusted as security deposit.
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 and having minimum capacity to transport 1000 qtls per day.
11. **Tenderer should have minimum one year transportation experience in Seeds/Food grain/Agri. Commodities with any Govt. Organization/Semi Government/PSU and should have minimum turnover of Rs 20 lakh per annum. The work experience copy should not be older than three years.**
12. Tenders are invited for the provision of transport services on an area office-wise basis. Transporters may participate for a single area office or multiple area offices. However, Earnest Money Deposit (EMD) and security will be calculated separately for each area office for which the transporter participates. Bidders are required to submit EMD and security amounts corresponding to the number of area offices they intend to serve. The contracting authority reserves the right to evaluate bids accordingly and award

the contract based on the evaluation criteria specified in the tender documents.

13. Job Order issued by email from Area offices is considered as official communication for placement of truck.
14. Financial bid will be open for those parties only who qualify in technical bid and contains only rates in different slabs in Rupees per qtls per km.
15. NSC reserves the right to make any alteration/Modification in the tender documents or cancel the tender at any stage without assigning any reason.
16. All the details pertain to Technical and Financial Bid should be submitted only through e –Nivida portal.
17. All the required documents must be attached as per the format of technical bid.
18. The Successful transporter/s shall at his cost execute an Agreement with NSC ON Rs 1000/- non judicial stamp paper.
19. Tenderers should submit Self declaration on company letter head 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-B.
20. Conditional Tender will not be accepted.

TERMS AND CONDITION FOR TRANSPORTATION OF SEEDS BY ROAD
(on Annual Contract Basis) FOR THE FINANCIAL YEAR 2024-25

1. Earnest Money and Security.

The transporter shall deposited Rs. 1,00,000/- (Rupees One Lakh) for each Area offices i.e. (Rupees one lakh for one area office or two lakh for two and three lakh for all Area office) towards earnest money deposit at the time of furnishing the tender. Upon acceptance of the tender by NSCL Bhopal, by a written communication, an amount of Rs.2,00,000/- (Two lakh only) as security deposit for each Area office is to be deposited in form of a Bank guarantee/ Account payee DD/ insurance surety Bond for an equal amount as Security deposit within 10 days after issuing of work order. Thus the total amount of Rs.2.00 lakh inclusive of EMD will be treated as SD for each Area office and not entitled for any interest. If the transporter fails to deposit the security deposit within the stipulated time, the earnest money deposited by the tenderer shall stand forfeited. The Security Deposit shall remain at the entire disposal of the Corporation for Security of the satisfactory execution & completion of work in accordance with the terms & conditions of the contract.. The tender participants registered with NSIC are exempted from tender form cost and EMD deposit. Exemption of earnest money deposit and tender fee, for Indian Manufacturers which are registered with NSIC under Single point registration scheme, Indian manufacturers/suppliers who are Micro and Small Enterprises (MSE) small scale units, the MSME vendors having Udyog Aadhar Memorandum or any other body specified by Ministry of MSME shall be provided benefits under the said policy, provided valid certificate submitted by the bidder in the online tender.

2. Refund of EMD/ Security :

On satisfactory performance and completion of the contract in all respect, the EMD / Security deposit will be returned to the transporter on the presentation of no due certificate from the consignor unit/ Area offices. If the tenderer fails to comply with the terms & conditions during submission of tender form the necessary action is to be initiated against him in addition to forfeiture of EMD as per recommendation of tender committee.

3. Solvency Certificate:

The bidder (s)/ transporter(s) must submit Bank/ CA Solvency certificate in favor of their firm issued by the bidder's banker, for a minimum amount of Rs. 20.00 lakhs. In case of bank solvency the bidder must submit bank solvency certificate as per attached format at Annexure –E issued by the same bank from where the bank statement of the last three financial years furnished.

4. Execution of Agreement:

On the written communication with regard to acceptance of the tender, the transporter will enter into an agreement of Rs 1000/- non judicial stamp paper with the Corporation for transporting the seeds/ packing materials 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. and will be black listed /debar for up to three year as per recommendation of committee .This agreement entered into shall be valid till 30.03.2025 or till finalization of new tender . On mutual acceptance in written it may be extended as per requirement of NSC.

5. Allotment of slab

NSC reserve all the rights for giving preference for negotiation to the firm which quoted L-1 rates in maximum slabs & negotiation will be done with the firm for work on L1 rates quoted by other firm OR individual slab will be allotted to respective L-1 firms and firm cannot claim for work on other slabs where he is not L-1 firm. NSC/Committee members reserve the right to take decision on above & firm will have no right to challenge the same. Decision of Competent authority will be final.

6. Booking of consignment

- a) The consignment of NSC's goods will normally contain seed material of such other goods as NSC may specify (Packing material, treatment material, Machinery and other) etc.
- 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 .
- e) NSC will not entertain any dispute regarding loading & unloading charges & It is the sole responsibility of the transporter to solve any issue of loading & unloading charges arising at dispatching & receiving points.
- f) 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.
- g) 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.
- h) Minimum Guarantee of 50 kms will be given in distance 20 qtls in quantity. NSC reserves the right to dispatch quantities equal to or less than 20 quintals through any mode of transport. However, if NSC issues an order for 20 QTLs or fewer, which cannot be refused by the transporter.
- i) In case of the both materials including all the packing material/light and heavy weighted are transported against single DO/job order. In that case total quantity of the both materials quantity will be considered as base for slab rate consideration and the same for passing the transportation bills will be considered packing material /light and heavy weighted separately for the total quantity's only slab rates and remain the same as per the DO/job order
- j) Transporter should ensure timely (monthly basis) submission of their freight bills to the concerned Area office and to follow up for forwarding bills to Regional office for payment. If late bills submitted by the transporter at Area office, NSC have right to impose penalty on concern for late submission by constituting a committee.
- k) 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 debar/blacklisted (debar/Blacklist period may be decided by NSC). The transporter EMD /Security deposit available with NSCL will be forfeited

7. Period of contract:

The period of contract will be **valid till 30.03.2025 or till finalization of new tender. On mutual acceptance in written it may be extended as per requirement of NSC.** However, the Corporation may terminate the contract earlier than one year without any notice, if in the opinion of the company, the performance of the contract is not satisfactory or the transporter promises / offered bribe/ commission/ gift or any advantage through himself or his partner to the employees/ officers of the Corporation or failed to comply with the terms & condition.

8. 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 Locations & the quantity mentioned in the Job Order/DO. 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. however, quantity mentioned in the Job order is only approximate as it is mandate to the transporter to contact the concerned area manager/ at which quantity of truck has to be arranged and placed before placement of truck against each job order. The bill will pass as per Movement certificate/ receiving form the consignee.
- (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 24 hours of intimation by NSC 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 NSC on each occasion. If the transporter fails to lift the stocks within 24 hours of NSC's intimation, NSC shall have the right to impose a penalty for delay lifting at the rate of 2% of the freight charge per day per truck upto one day beyond which it shall be open for NSC to transport goods through any another transporter. In that event, if NSC has to pay more than the amount payable to the transporter under this contract, the excess amount paid shall be recovered/adjusted by NSC from the amount and/security deposit at the credit of the transporter. The receipt from the other transporter for payment by NSC on account of transporting the goods through them shall be conclusive evidence of the amount so paid and the transporter under this contract shall without any dispute pay the excess amount either in cash/accept recovery /adjustment from the amount at his credit.

9. Terms of bookings:

- a) Rates should be offered inclusive of all Govt. Taxes like GST and Warai etc. However, the Octroi, Toll Tax and Octroi Transit Pass Fees etc. will be borne by NSCL. These will be reimbursed by NSCL on production of original receipt/s fastag original statement for the same. RTO charges for permit for outstate transportation/ Warai (Overheads) will not be borne by NSCL and it has to be borne by the transporter.
- b) The Transportation Charges will be paid on one-way distance only and optimum rates proposed are for one way per km for the range of Transportation separately.

10. 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.

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 for peak 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 and packing materials in the full at the NSCL's approved sale price along with damages liable for payment by NSCL on account of consignment due to non-supply of seed to the seed users / indenters. For other goods, the transporter shall pay the entire cost of the goods and the packing materials.

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. 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 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) **A clear acknowledgement should be obtained on LR (consignor Copy should be printed on 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.**
- b) If job order issued for the dispatch of seeds more than one destination or seeds pertaining to 2-3 destinations are loaded in one truck during single trip, the extra charges of Rs.200.00 per destination will be given by NSCL for which kms will be considered from starting point to end point destination by including all destinations via short google route .
- c) If transporter fails to deliver the consignment within the time limit specified NSC shall have the right to levy a penalty as follows for delayed delivery. However in case the transporter places the truck late, resulting in the cancellation of the order by the party/ refuse to unloading of seeds, in that case, the entire cost of the seeds will be recoverable from the transporter's bills."

S. No.	No. of days beyond the transit period	Percentage of freight charges as penalty per day of delays per truck
1	For the delay up to 50% of the transit period or part thereof	2% of the freight per truck per day of delay
2	For the delay of beyond 50% of the transit period of part thereof	5% of the Freight per truck per day of the delay.

16. Payment & Income Tax

- a) The corporation will not make any advance payment towards bills.
- b) NSC will however 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 shortest distance for the actual 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) For transporting seeds such as Groundnut (POD), sunflower and vegetable seeds in carton box and packing material the **freight charges will be 25% extra of normal freight charges**
- g) Rule & regulation and compliance covered under income tax , GST (E way bill, etc..), or by any other laws must follow by the transporter.
- h) Payment will be made to the transporter only on the presenting original acknowledgements from the consignee. No payment will be released based on Photocopy of LR. Transporter should ensure to submit Original LR (NSC copy) and original acknowledgement showing number of bags acknowledged, date of delivery with seal and signature of Consignee office. is must for releasing payment
- 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.
- j) If more than one truck is placed by transporter against any single Job order or placed single truck against two or more Job orders unless otherwise permitted by NSC in writing, The total bill amount will release to the transporter based on either as per Job order or No. of truck which one is Minimum or in favour of NSC.

17. Termination of the contract:

The terms and conditions as stated above shall be binding on the NSC and the transporter and their relationship shall be governed by the same. NSC shall have the right to terminate the contract at any time during its currency after giving 10 days' notice to the transporter without assigning any reason whatsoever and transporter shall not be entitled to question the termination nor shall be entitled to any compensation on this contract. In the event of transporter being adjudged insolvent or going liquidation or winding up his business or failing to observe any of the provisions of the contract or is convicted or punished under the provisions of any statute, NSC, shall be at liberty to terminate the contract without prejudice to any other rights or remedies under contract and to get the work done for the un expired period of the contract at the risk and cost of the transporter and to claim from him any resultant loss sustained or costs incurred.

18. 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.

19. 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).

20. 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.

21. 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.

22. Settlement of disputes (Arbitration)

In case of any dispute arises between NSC and other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, disputes remains even after discussions, then it shall be binding upon parties to resolve issue under the provisions of Arbitration and conciliation Act, 1996 as amended from time to time. Under this provision, the Chairman-cum- Managing Director, National Seeds Corporation Limited with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will 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.

23. Slab of distance.

a) All the booking will be on “To Be Billed” basis. The freight charges shall be on per Qtls per km basis inclusive of the loading, unloading and bridge crossing charges, all Govt. Taxes like GST and Warai etc. However, the Octroi, Toll Tax and Octroi Transit Pass Fees etc. will be borne by NSCL. These will be reimbursed by NSCL on production of original receipt/ fastag bank statement for the same **it shall be on a slab system as follows :**

For Distance (in km) freight rate (Rs./-Qtls /-km) inclusive of service taxes

S. No	Qty in qtls	>20-48 Qtl.		> 48-90 Qtl.		>90-150 Qtl.		Above 150 Qtl.	
	For Distance (in KM)	In Figure	Rs. In words	In Figure	Rs. In words	In Figure	Rs. In words	In Figure	Rs. In words
1.	0 to 100								
2.	>100 to 200								
3.	>200 to 300								
4.	>300 to 500								
5.	>500 to above.								

Name & Signature and seal of Authorized Signatories with official stamp

Place:

Date

REGIONAL OFFICE: BHOPAL

TECHNICAL BID

Details should be filled up in e-Tender Portal and Attach the entire necessary valid documents in support of claim

Name & Address of the Company with complete, address, Contact No. & E mail Address	
Type of Firm i.e. Proprietorship/Partnership/Pvt.Ltd/Public Ltd Company	
Name and Contact nos. of Proprietor's/Partners/ Directors etc	
Number of trucks/Registration Nos.(Enclose list along with copy of Registration	
Details of Past Experienc in Seeds / food grain /Agri Commodities from the Govt. organization/Semi Gov./PSU with Minimum turnover of Rs 20 Lakh. (Encl.copy)	
Details of Tender fee & EMD deposit (On-Line)	
GST Registration No. (Encl.copy)	
Income Tax Pan No. (Encl. copy)	
ITR last 3 years	
MSME certificate register with NSIC(Encl.copy)	
Solvency Certificate (Rs 20 Lakh) (Encl.copy)	
Bank Accounts Details A. Name of Banker & address B. Account No. C. IFSC Code	
Authorization of competent authority of the Firm to sign this Tender Document and participant in the tender in case if representative(Encl. copy)	
Self-Declaration under Section 194C(6) for Non-deduction Of Tax at Source.	
A self-declaration certificate that his/her/their firm has neither been BLACK LISTED by any G o v t ./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.	
Acceptance Letter in below format to be attached in Company Letter Head .	

Place:
Date:

Name & Signature and seal Of Authorized
Signatories with official stamp

NATIONAL SEEDS CORPORATION LTD.
(A Government of India Undertaking)
REGIONAL OFFICE: Bhopal
COMMERCIAL BID (Area office Govindpura)

To,
The Regional Manager,
National Seeds Corporation Ltd.,
Bhopal.

Sub: - Online tender notice datedfor appointment of Transport contractor for Area office Govindpura/ PC Khurai or area under Area office Govindpura Jurisdiction 2024-25 on Rs/Qtls/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 .My/our lowest and firm rates for different slabs are as under. Rate quoted per quintal, per kilometre in rupees (the rates quoted must be inclusive of loading and unloading)

S. No	For Distance (in KM)	>20-48 Qtl.		> 48-90 Qtl.		>90-150 Qtl.		Above 150 Qtl.	
		In Figure	Rs. In words	In Figure	Rs. In words	In Figure	Rs. In words	In Figure	Rs. In words
1.	0 to 100								
2.	>100 to 200								
3.	>200 to 300								
4.	>300 to 500								
5.	>500 to above.								

Name & Signature and seal of Authorized Signatories with official stamp

NATIONAL SEEDS CORPORATION LTD.
(A Government of India Undertaking)
REGIONAL OFFICE: Bhopal
COMMERCIAL BID (Area office Indore)

To,
The Regional Manager,
National Seeds Corporation Ltd.,
Bhopal.

**Sub: - Online tender notice datedfor appointment of Transport contractor for
Area office Indore / PC Ujjain/ PC khategaon or area under Area office Indore
Jurisdiction 2024-25 on Rs/Qtls/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 .My/our lowest and firm rates for different slabs are as under. Rate quoted per quintal, per kilometre in rupees (the rates quoted must be inclusive of loading and unloading)

S. No	For Distance (in KM)	>20-48 Qtl.		> 48-90 Qtl.		>90-150 Qtl.		Above 150 Qtl.	
		In Figure	Rs. In words	In Figure	Rs. In words	In Figure	Rs. In words	In Figure	Rs. In words
1.	0 to 100								
2.	>100 to 200								
3.	>200 to 300								
4.	>300 to 500								
5.	>500 to above.								

Name & Signature and seal of Authorized Signatories with official stamp

NATIONAL SEEDS CORPORATION LTD.
(A Government of India Undertaking)
REGIONAL OFFICE: Bhopal
COMMERCIAL BID (Area office Niwari)

To,
The Regional Manager,
National Seeds Corporation Ltd.,
Bhopal.

Sub: - Online tender notice datedfor appointment of Transport contractor for Area office Niwari / PC Guna/ or area under Area office Niwari Jurisdiction 2024-25 on Rs/Qtls/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 .My/our lowest and firm rates for different slabs are as under. Rate quoted per quintal, per kilometre in rupees (the rates quoted must be inclusive of loading and unloading)

S. No	For Distance (in KM)	>20-48 Qtl.		> 48-90 Qtl.		>90-150 Qtl.		Above 150 Qtl.	
		In Figure	Rs. In words	In Figure	Rs. In words	In Figure	Rs. In words	In Figure	Rs. In words
1.	0 to 100								
2.	>100 to 200								
3.	>200 to 300								
4.	>300 to 500								
5.	>500 to above.								

Name & Signature and seal of Authorized Signatories with official stamp

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

To
The Regional Manager,
National Seeds Corporation
48-49 Sector- B, Industrial
Area Govindpura – Bhopal

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 2023-24 (01.04.2023 to 31.03.2024), 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 photo copy 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-B

The Regional Manager
National Seeds Corporation Limited
Bhopal

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 and our firm is having any relationship with Employees of National Seeds Corporation Limited.

Signature of Transporter_____

Address & Stamp:

Date:-

ANNEXURE-C

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-Bhopal 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, Bhopal 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 area
offices.....through tenderprocess in the FY 2024-25 and it will perform the Transport work only
for Area Offices..... under RO Bhopal.

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/part transporter for area office up to 31.03.2025 or tillfinalization of next tender up to whichever period is earlier. from date of award of work.
- 2) The transporter agrees that it shall transport the Seeds and Packing Material from various Area offices, storage points to other various units throughout the country.
- 3) The transporter agrees that it shall make available to the NSCL every day the number of trucks required by it for transporting the products.
- 4) The Transporter undertakes that it will provide trucks of good condition with the drivers having valid driving licenses.

The officers of the NSCL will be authorized to inspect the condition of the truck, permits, insurance books of each truck, up to date vehicle tax paid, receipts and driving licenses of the drivers and the transporter will produce the said documents for inspection to the officers of the NSCL, whenever required to do so. If the officer of the NSCL Company comes to the conclusion that, any truck is not of good condition or lacking in any other respect, he can require the transporter to take back the said truck for which the transporter shall not be entitled to any changes. However, the officer will intimate to the Transporter the reasons for requiring the truck to be taken back.

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

IN WITNESS WHERE OF THE PARTIES have set their hands on the dateof month.....
.....year 2024 for financial year 2024-25.

Signature & Seal of Party

Regional Manager
NSCL-Bhopal

Witness

- 1 Signature-
Name
Address
- 2 Signature
Name
Address

FORMAT FOR SOLVENCY CERTIFICATE (BANK SOLVENCY)

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..... (Rupees..... only) 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)

NATIONAL SEEDS CORPORATION LTD.

INSTRUCTIONS TO BIDDER – ONLINE MODE

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 uncapping 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 bid sheet. After saving, the same bid sheet must be uploaded in the portal.
12. Bidders must pay required payments (Tender fee, 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...Offline Submission of bids/documents/rates by the bidders will not be accepted by the department, under any circumstance.

15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. Bank Account Details is here National Seeds Corporation Ltd., SME Branch Govindpura Bhopal, Account No 32933247215,IFSC Code- SBIN0001253 for RTGS/NEFT.

Technical Support - Phone: 9355030617, 8448288980

Tel: 011-49606060

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

NATIONAL SEEDS CORPORATION LTD.

(A Government of India Undertaking)

REGIONAL OFFICE: Bhopal

Check list of enclosures for Technical Bids

1. Name & Address of the Company with complete, address, Contact No. & E mail Address.
2. Type of Firm i.e. Proprietorship/Partnership/Pvt.Ltd/Public Ltd Company.
3. Name and Contact nos. of Proprietor's/Partners/ Directors etc.
4. Number of trucks/Registration Nos.(Enclose list along with copy of Registration.
5. Details of Past Experience in Seeds / food grain/Agri Commodities from the Govt..Organization/Semi Gov./PSU with Minimum turnover of Rs 20 Lakh. (Encl.copy) .
6. Details of Tender fee deposit (On-Line).
7. GST Registration No. (Encl.copy).
8. Income Tax Pan No. (Encl. copy).
9. ITR last 3 years.
10. MSME certificate register with NSIC(Encl.copy).
11. Solvency Certificate (Rs 20 Lakh) (Encl.copy).
12. Bank Accounts Details, Name of Banker & address, Account No., IFSC Code.
13. Details of EMD deposit (on-Line).
14. Authorization of competent authority of the Firm to sign this Tender Document and participant in the tender in case if representative(Encl. copy)
15. Self-Declaration Certificate that tenderer is not blacklisted in any office of the NSCL or any other Govt. Organization.
16. Acceptance Letter in below format to be attached in Company Letter Head and self-declared certificate that they have read all the essential conditions and terms & conditions.