

NATIONAL SEEDS CORPORATION LIMITED
(A Government of India Undertaking Mini Ratna Company)
“An ISO 9001:2015 & ISO 14001:2015 Company”
REGIONAL OFFICE,
22-C, SIDCO (N), INDL. Estate, Ambattur,
CHENNAI-600 050.
PH:044-26256192, Email ID- rm.chennai@indiaseeds.com

E-TENDER NOTICE

The e-tenders are invited from registered transport companies for transportation of seeds / certification and packing material etc., from stocking Point to various destinations throughout Tamil Nadu & Kerala on Annual Transport Contract on per Tonne per KM basis.

The Bid may be downloaded from NSC E-Procurement portal <https://indiaseeds.eproc.in> or from NSC website www.indiaseeds.com. The cost of tender document is Rs.590/-inclusive of GST@18% (non- refundable). The last date for submission of Bids is **01.07.2021 at 2.00 P.M. and will be opened on same day by 2.30 P.M at Regional Office, NSC, Chennai.** The detailed terms and conditions can be seen from tender documents / website. Any changes will be placed only on NSC web-site.

No. 3(23)/NSC-CHN/21-22
Dated : 08.06.2021

(Ayisha P.P)
REGIONAL MANAGER

NATIONAL SEEDS CORPORATION LIMITED
(A GOVT. OF INDIA UNDERTAKING, Mini Ratna Company),
REGIONAL OFFICE,
22-C, SIDCO (N), INDL. ESTATE, AMBATTUR,
CHENNAI-600 050.

TERMS AND CONDITIONS FOR TRANSPORTATION OF SEED & MATERIALS BY
ROAD (ON ANNUAL CONTRACT BASIS) FOR THE PERIOD FROM 01.08.2021 TO

31.07.2022

TENDER TO BE SUBMITTED IN ONLINE ONLY

1. The tenderer should thoroughly go through the terms and conditions before submitting the tender.
2. Last date for submission of tender is on 01.07.2021 up to 2.00 P.M. Technical Bid will be opened on the same day at 2.30 P.M. and Financial Bid of the technically qualified tenderers will be opened thereafter.
3. The tender fee Rs 590/-(inclusive of GST) to be deposited in online mode only. The rate quoted should be valid from 01.08.2021 to 31.07.2022 i.e. contract period.

4. EARNEST MONEY & SECURITY DEPOSITS:

The Transporter shall deposit **Rs.1,00,000/-** (Rupees One Lakh only) towards Earnest Money Deposit(to be deposited in online only) along with Technical Bid. Upon acceptance of the tender by NSC, the transporter shall deposit **Rs. 2,00,000/-** (Rupees Two Lakhs only) as Security Deposit. These deposits are not entitled for any interest. They shall be made by **Bank Draft or Bank Gurantee in favour of National Seeds Corporation Ltd., drawn on State Bank of India or any Nationalized Banks.** EMD of successful tender will be adjusted against security deposit .Whenever the Security Deposit falls short of the stipulated amount; the transporter shall make good the deficit, so that the deposit at any point of time remains intact at **2,00,000/-(Rs Two lakhs)**. NSC reserves the right to forfeit the Security Deposit (in part or full) in the event of failure of the transporter to comply with the terms of contract. The Security Deposit or such part thereof if not forfeited or adjusted will be refunded to the transporter only on expiry of the contract and on satisfactory completion of the work under the agreement and on production of No dues /No demand certificate from the consignor unit of NSC relevant to the contract period and after deducting the outstanding dues, if any, against the transporter on account of shortages, damages, delayed delivery etc. NSC reserves the right to forfeit the Security Deposit in the event of failure of transporter to produce acknowledgement copies of the Lorry / Consignment Notes from the consignees or execute the transportation job to the NSC' s satisfaction.

5. EXECUTION OF THE AGREEMENT:

The agreement to which these “terms and conditions” form part shall be in force till the job for which transporter has been engaged is completed to the entire satisfaction of NSC. This can be extended on mutual consent in writing.

6. BOOKING OF CONSIGNMENTS, VOLUME OF WORK AND ALLOTMENT.

- a. The consignment of NSC's goods will normally contain seeds or such other goods as NSC may specify (Certification and packing material) etc.
- b. It should be understood by the transporter that NSC's goods are of such nature that the same can be damaged in transit due to various factors and after having understood the same, the transporter shall be responsible for delivering the goods without deterioration in quality for any reasons whatsoever 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 and while doing so the 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 are payable to the transporter later, the transporter 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 proportionately among them during the period of this agreement and no claim for compensation shall lie against NSC on account of such division of work.
- d. All the bookings will be on "**To be billed**" basis. The freight charges shall be on per Tonne per KM basis inclusive of the loading, unloading, statistical and bridge crossing charges and insurance of the seed consignments loaded.
- e. **The Transportation Charges in case of seeds of Voluminous nature like Groundnut, Sunflower and vegetable Seeds & Packing Material , 1 tonne will be considered as 1.285 tonnes for payment**
- f. **NSC will not entertain any dispute regarding loading & unloading charges & it is the sole responsibility of the transporter to solve any issues of loading & unloading charges arising at dispatch & receiving Points**

7. ARRANGEMENT OF TRUCKS AND PLACEMENT.

- a) The Transporter shall make available the trucks and lift the consignment within 24 hours of intimation by NSC. It shall be ensured that the entire consignment under the agreement is lifted within the dates intimated by NSC on each occasion.
- b) The Transporter will collect the goods from the godowns and storage locations as indicated by NSC from time to time on each occasion without any extra charge.
- c) All consignments will be booked "on Carriers Risk" and LR/GN printed with "CARRIERS RISK" should be affixed on all the copies of Lorry Receipts/Goods Notes. In case of any accident /theft/fire to the consignment, the transporter should lodge FIR at nearest Police Station and arrange survey report of the Insurance Company for preferring claim.
- d) The transporter shall ensure that (i) "Hooks" are not used for handling the bags (ii) the trucks are covered with double tarpaulins which are perfectly water proof/leak proof and in sound condition to avoid any damage by rain etc.(iii) the consignment is never exposed or kept open, and (iv) the entire transportation is made only by Road and not by any other mode of transportation.
- e) In view of urgency, the transporter should arrange two /three point delivery enroute to the destination, for which KMs will be considered from starting point to end of the destination and Sum of Rs 500/- (Five Hundred Only) is allowed for each additional point of delivery to the transporter.

- f) Transporter should ensure to print /Stamp CENVAT stating that “we here by certify and declare that we have not avail any CENVAT credit on input, capital goods and input services in respect of transportation of goods services rendered by us” on the back side of LR copies
8. 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 alternate arrangements for safe transportation of the goods by road within the delivery time limit prescribed already.

9. PENALTY FOR DELAYED LIFTING:

If the transporter fails to lift the stocks within 24 hours of NSC’s intimation for Chennai Unit and 48 hours for other units, NSC shall have the right to impose a penalty for delayed lifting at the rate of 2% of the freight charges per day per truck or it shall be open to NSC to transport the goods through any other transporter. In that event, if NSC has to pay more than the amount payable to the transporter under this agreement, the excess amount paid shall be recovered/ adjusted by NSC from the amounts and/ or the Security Deposit at the credit of the transporter. In addition, the incidental charges at the rate of **Rs.500/-** per truck shall be recovered from the transporter. On receipt from 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 or accept recovery/adjustment from the amount at his credit.

10. COLLECTION OF DOCUMENTS:

The transporter will be entirely responsible for obtaining the permits, way bills, sale tax forms etc.(if any) wherever necessary, such as for inter State entry/free passage etc. Failure to obtain these forms from the consignor and the resultant delay will be entirely at the risk of the transporter and NSC is not liable to pay any charge on account of detention, storage etc., enroute for want of any permit clearance.

Octroi and Toll Tax, if any, paid by the transporter will be reimbursed by the Consignor on production of the relevant original receipts only on normal rates without penalties

11. DELIVERY OF CONSIGNMENTS & ACKNOWLEDGEMENT COLLECTION:

- a The consignment shall be delivered by the transporter at the consignee's address at the specified destination on door delivery basis during office hours **i.e. 10.00 AM to 5.00 PM** on working days within the transit periods mentioned by NSC on each occasion. The transit period is exclusive of the days of lifting (loading) and delivery (unloading).
- b If delivery outside office hours or on holidays is anticipated the transporter shall inform the consignee, in writing at least **48 hours** in advance about such delivery to enable the consignee to make required arrangements. However, neither the consignee nor the consignor shall be responsible if arrangement is not made by the consignee for taking delivery of the consignment outside the office hours or on holidays.
- c 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.
- d The transporter shall not with-hold the delivery of the consignment for any reason what so ever, and shall be solely responsible for any loss that NSC may incur on account of such non-delivery. In the event of non-delivery of the consignment at the destination, the transporter shall bear the entire cost of the seed and packing material in full at the NSC's prevailing sale price along with the damages liable for payment by NSC on the 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 etc,
- e For any reason such as break-down, accident etc. if the truck is stranded beyond reasonable limits, the transporter should make alternate arrangement for safe transportation of the goods by road within the delivery time limit prescribed already.
- f **Transporter should collect a clear acknowledgement for the Seeds / materials delivered in each destination on the back side of the Original LR from the consignee with Signature, date, Official seal & Name & designation of receiving officer. Based on original LR Copy Acknowledgement only payment will be released to the transporter.**

12. DETENTION:

No detention charges will be payable for the first 24 hours of detention of trucks at the originating station or at the destination station. For detention beyond 24 hours, NSC may pay detention charges @ Rs.500/- per day but not exceeding 2% of the freight charges per working day per truck provided, it is sufficiently established that NSC alone is responsible for the detention. In calculating the number of days of detention the days of the placement/arrival of the truck and that of loading/ unloading shall be excluded.

13. CALCULATION OF DISTANCE:

The distance will be calculated as per the distance given in **Google**. In case the destination station is not indicated, the supplement distance will be worked out on the basis of road map of India/States by Motoring Guide of India/Google. The Transit time is to be calculated @ 300 KM per day. For billing or payments K.M. calculation shall be based on distance shown at Google at shortest routes. While passing the transport bills, actual distance will be verified from the Google Maps and the bills will be passed accordingly.

14. PENALTY FOR LATE DELIVERY:

The transit period specified in clause 7(a) shall be deemed to be the essence of the contract. The said period shall be legibly written on the LR/GN both in words and number. If the transporter fails to deliver the consignment within the time limit specified, NSC shall have the right to levy penalty as follows for delayed delivery

| No of days delay beyond the transit period. | Penalty per day of delay per truck as percent of the freight charges |
|---|--|
| i) For the delay up to 50% of the transit period or part thereof. | 2% of the freight per truck per day of delay. |
| ii) For the delay beyond 50% of up to the transit period or part thereof. | 5% of the Freight per truck per day on the delay. |

In case, the delay is due to circumstances beyond the control of transporter, the NSC reserves the right for relaxation of delivery period subject to disposal of stocks.

15. PAYMENTS AND INCOME TAX:

- A. Payments will be made through NEFT/ RTGS in favor of the Transporter by the consignor on the basis of actual net weight of the goods stated in the Lorry Receipt at the time of loading and on production of Certificate of receipt of the goods from the consignees. The cost on account of shortage in the consignment, penalty for late delivery of the consignment and value of damage to the consignment will be deducted by the consignor before making payment to the transporter.
- B. NSC reserves the right to deduct at source the Income Tax amount from the payments due to the transporter according to the provisions of Section 194 C of the Income Tax Act 1961 and Rules framed there-under as in force.

16. Minimum Chargeable Distance:

Minimum Chargeable distance will be 50 Km.

17. ADDITIONAL TERMS & CONDITIONS:

1. The tenderer must submit **EMD through online mode only**.
2. The successful Tenderer has to complete all the formalities of Annual Transport Contract Agreement within 10 days from the date of issue of work order. In case Tenderer fails to comply in signing the agreement with the Corporation, the Corporation reserves the right to forfeit the EMD along with the tender.
3. Details of the transport establishment, shops, branches throughout the country with their address, phone No. e mail id. etc. shall be furnished.
4. Past 3 Years experience of the transporter for executing similar nature of job in respect of transporter of seeds shall be furnished.

5. It is a mandatory on the part of the transporter that he should have the establishment at Tamil Nadu.
6. Income Tax Clearance Certificate should be furnished.
7. 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.
10. The party should offer/quote their rates inclusive of GST, if applicable.
11. Regional Manager reserves the right to accept or reject any or all the tenders with out assigning any reason what so ever.
12. In case the material is not unloaded at the original destination, the party has to unload the material at the new destination, in such a case the transportation charges will be paid for the original destination at approved slabs and rates plus the transportation charges from original destination to new destination (to and fro) charges at approved rates will be paid.
- 13. Whenever diesel price reaches +/- 5% of the existing diesel price per litre, the revision in transportation rate shall be considered. The freight rate is subject to revision at the rate of 0.0003 paisa per Kg/km for every 10 paisa statutory increase/decrease in revision diesel price (including taxes applicable at Chennai).**
14. Indian manufacturers / suppliers who are Micro Small Medium Enterprises (MSME) Small Scale Units and registered with National Small Industries Corporation under single point registration scheme are exempted from payment of Earnest Money and tender cost deposit provided they furnished photo copy of valid registration with NSIC under the single point registration scheme, for the quoted stores in support of claim along with their request letter. This facility will, however, will not be provided to those small scale units who are registered under the old registration scheme which were extended upto 30th June, 1981, only. In this regard a written request is to be made by the bidder. However, successful tenderer have to deposit the Security Deposit.

18. TERMINATION OF 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 the transporter shall not be entitled to question the termination.

Nor shall be entitled to any compensation in this agreement. In the event of the transporter being adjudged insolvent or going in liquidation or winding up his business or failing to observe any of the provisions of the contract or is convicted or punished under the statutory provisions, NSC shall be at liberty to terminate the contract without prejudice to any other rights or remedies under the contract and to get the work done for the unexpired 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. 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 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 in English Language. The court of Delhi shall have the jurisdiction.

NATIONAL SEED CORPORATION: CHENNAI

TECHNICAL BID FOR ANNUAL TRANSPORT CONTRACT FOR THE PERIOD FROM 01.08.2021 TO 31.07.2022

| | | |
|----|--|--|
| 1 | Name of Tenderer | |
| 2 | Name of Proprieter/Partner | |
| 3. | Valid Registration Number of the Firm Organization (enclose copy of registration) | |
| 4 | List of Branch Office in Tamil Nadu | |
| 5 | Reference of the transportation work undertaken from NSC, if any. | |
| 6 | Demand draft No amount, and date towards/EMD /Proof of RTGS | |
| 7 | Copy of GST certificate | |
| 8 | Bank Account details (enclose copy) | |
| 9 | Income tax return for the last 3 years | |
| 10 | Copy of the PAN card | |
| 11 | Telephone number | |
| 12 | e-mail address of the owner/Managing Director , Office and contact person | |
| 13 | Undertaking that neither the firm is Blacklisted nor having any relationship with employs. | |
| 14 | Authorization of competent authority to sign the tender documents with verified signature | |
| 15 | A self declaration under section 194 C (6) for Non- deduction of tax at source and also declare the nos. of owned vehicles enclosed formats as annexure AA | |

Signature of the Authorized representative of
Transporter
Address:
Transporter seal :

NATIONAL SEEDS CORPORATION: CHENNAI

FINANCIAL BID FOR TRANSPORTATION TENDER OF NATIONAL SEEDS CORPORATION, CHENNAI, FOR THE PERIOD FROM 01.08.2021 TO 31.07.2022.

Sir,

We have carefully gone through the terms and conditions prescribed for entering into contract for appointment of Annual Transport Contract. The Rates will be valid for the entire period from 1/8/2021 to 31/7/2022. We have quoted the per Metric Tonne per Kilometre in Rupees and the rates quoted are inclusive **of loading, unloading, statistical, bridge crossing, insurance etc excluding service tax**. The GST if applicable will be borne by the Transporter . Our lowest and firm rates for the different slabs are as follows.

| S.No | For Distance (in Km) | Freight Rate (Rs./- Tonne./-Km) including loading , unloading & other charges | | | |
|------|----------------------|---|-----------------------------|-----------------------------|----------------------|
| | | 2.0 Tonnes to 5.0 Tonnes | 5 .001Tonnes. to 9.0 Tonnes | 9.001 Tonnes to 16.0 Tonnes | 16.001tonnes & above |
| 1 | 1 to 50Kms | | | | |
| 2 | 51 to 100 Kms | | | | |
| 3 | 101-200 Kms. | | | | |
| 4 | 201-300 Kms. | | | | |
| 5 | 301-500 Kms | | | | |
| 6 | 501 -750Kms | | | | |
| 7 | 751-1000Kms | | | | |
| 8 | 1000 Kms & above | | | | |

I/We have read and understood the detailed Terms and Conditions of Tender Schedule and the same are acceptable to me/us.

Signature of the Transporter/Address
Transporter seal:

To
The Regional Manager
National Seeds Corporation Ltd.
Chennai-50.

NATIONAL SEEDS CORPORATION: CHENNAI

CHECKLIST FOR THE TENDERER

| S.No | Particulars |
|------|---|
| 1 | Check the tender is submitted in Two Bid system, separately for Technical and Financial Bid |
| 2 | Tender fee Rs 590/-inclusive of GST@18%(To be deposited online) |
| 3 | EMD Rs 1,00,000/-(To be deposited online) |
| 4 | Tender form is complete and not conditional |
| 5 | Under taking that the firm is neither black listed nor having any relationship with employees. |
| 6 | GST copy and PAN card copy |
| 7 | A self declaration under Section 194C(6) for Non- deduction of Tax at source, and also declare the nos . of owned vehicles . Enclosed format as Annexure AA |
| 8 | Authority letter duly signed by the competent authority. |
| 9 | Income tax return for the last 3 years |
| 10 | Bank Account details (enclose copy) |
| 11 | Past Three years experience details |

Undertaking by Bidder for black listing and relationship with NSC employee

To

The Regional Manager
National Seeds Corporation Limited
CHENNAI

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 any of the firm nor our firm is having any relationship with Employees of National Seeds Corporation Limited.

Signature of Transporter _____

Address & Stamp:

ANNEXURE –AA

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

To
The Regional Manager
National Seeds Corporation Limited
Chennai

Declaration

I, Mr. _____, Proprietor/Partner/Director of M/s _____ Transport Company, _____, New Delhi (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 2020-21 (01.04.2020 to 31-03-2021), the contractor shall forthwith, in writing intimate the payer of this fact.
- 5) That the Income Tax Permanent Account Number (PAN) of the contractor is _____. A photocopy of the same is furnished to the payer along with this declaration.

Place:

Dated:

Declarant Signature and Stamp

VERIFICATION

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

Place:

Dated:

Declarant Signature and Stamp

INSTRUCTIONS TO BIDDER – ONLINE MODE

DEFINITIONS:

- **C1 India Private Limited:** Service provider to provide the e-Tendering Software.
- **NSCL e-Procurement Portal:** An e-tendering portal of National Seeds Corporation Limited (“NSCL”) introduced for the process of e-tendering which can be accessed on <https://indiaseeds.eproc.in>.

I. ACCESSING / PURCHASING OF BID DOCUMENTS :

- It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of NSCL. Bidders can see the list of licensed CA’s from the link www.cca.gov.in C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-8130606629 for DSC related queries or can email at vikas.kumar@c1india.com
- To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>) to have a user ID & Password which has to be obtained by submitting a non-refundable annual registration charges of Rs. 3416/- inclusive of all taxes through **online** mode. Validity of Registration is 1 year.
- The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- To participate in bidding, bidders have to pay EMD (refundable) as per the amount mentioned in the tender document online through NEFT/RTGS after generating E-challan from <https://indiaseeds.eproc.in>.
- To participate in bidding, bidders have to pay Tender Processing Fee of Rs. 570/- inclusive of all taxes (Non-refundable) through online mode (internet banking/debit card/credit card).
- The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
- Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- For helpdesk, please contact e-Tendering Cell and Help Desk Support MondaytoFriday Ph: **0124-4302033/36/37, nsclsupport@c1india.com**.
- It is highly recommended that the bidders should not to wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither M/s National Seeds Corporation Limited nor M/s. C1 India Pvt. Ltd will be responsible for such eventualities.