

NATIONAL SEEDS CORPORATION LIMITED
(A Government of India Undertaking)
17-11 Tuka Ram Gate, North Lalaguda
Secunderaba-500017

F. Engg 10(01)/(Vehicle-Hiring)/NSC: HYD/21-22/

Dated: 28.09.2021

PART-A

NOTICE INVITING TENDER

National Seeds Corporation Limited (NSCL), a Government of India Undertaking “Mini Ratna” Company, having Regional Office at 17-11 TukaRam Gate North Lalaguda, Secunderabad-500017 is invites OFFLINE/Sealed tender under Two-Bid system (Technical Bid & Price Bid) from reputed vehicle providing Travel agencies /firm for providing the **Vehicle for period of 1 year** (and extendable for further 1 year on mutual agreements).

Details of eligibility criteria, tender schedule and other terms and conditions can be viewed and downloaded from www.indiaseeds.com

S. No.	Particulars	Details
1	Date of issuing NIT	28.09.2021
2	Downloading start Date/Time Downloading End Date/Time	29.09.2021, 10:30 Hrs 16.10.2021, 14:30 Hrs
3	Last Date & time of Submission of Offline Bid	16.10.2021, 15:00 Hrs
4	Date & time of Opening of Technical Bid	16.10.2021, 15:30 Hrs
5	Date & time of Opening of Price Bid	After evolution of Technical Bid
6	Tender Fees (Non-Refundable)	Rs. 500/- + GST 18% (Rupees Five Hundred only plus GST)
7	EMD (Refundable)	Rs. 10,000/- (Rupees Ten Thousand Only)
8	Address For communication.	Regional Manager, National Seeds Corporation limited 17-11, Tukaram gate, North Lalaguda Secunderabad-500017.
9	Office mail & contact	rm.secunderabad@indiaseeds.com , 040-27731152/27732863
10	Contact person for enquiry & Clarifications	Bharat Singh J.E. / Mobile no 7015006727.

NSC reserves the right to modify, expand, restrict, scrap, refloat or cancel the tender at any stage without assigning any reasons. Tenders Received after the stipulated time period or not in accordance with the specified format will be summarily rejected.

Regional Manager

PART-B

Terms & Conditions for Hiring of vehicle

1. The bidder/ Tenderer should have minimum of 5 cars and valid firm registration for running Travel agency.
2. The vehicle should be in good condition and purchased earlier than 3 years will not be accepted. The vehicle should have all required documents as per Road Transport authority.
3. The driver should possess all the required valid documents/certificates I.e. Driver Licensee, Car registration, pollutions, insurance etc. All the valid documents should be deposited to NSC with finalization of tender.
4. The Bidder/ Tenderer should provide a driver to the vehicle at his own cost. The driver batta /wages etc. should be borne by the Bidder/ Tenderer.
5. The hire charges quoted shall be inclusive of fuel, driver's salary and allowance and all operational expenses including profit except to the extent specifically indicated below: -
 - A. Parking fees and toll charges payable (if any) subject to production of documentary evidence in support of the claim.
 - B. Interstate permit charges, if any, payable on production of documentary evidence.
6. In case of night halt, the safety of the vehicle should be taken care by the driver.
7. All type of repair, maintenance & regular Services of vehicle to be taken/borne by owner of the vehicle at his cost.
8. The intimation for requirement of vehicle will be given one-hour prior in case of local trip and for out station one day before the requirement. The vehicle is to be placed according to the need without fail.
9. NSC intends to engage the vehicle for outstation duties in Telangana, Andhra Pradesh and Karnataka state. In outstation duty, the minimum utilization of vehicle shall be 250 kilometers per calendar day on average of overall tour period. i.e. if 3 days' tours are, the 750km shall be minimum distance for traveling, in case of less than 750km for 3 days' tour, the charges of 750 shall be paid.
10. The contractor shall ensure that, the odometer of the vehicle supplied shall not be tampered. In case, if it is found during checking, the company besides reserving its right to take any suitable action as per the terms of the tender will levy the penalty of Rs. 2000.00/- per vehicle per instance.
11. Local duty shall mean the Hyderabad city and suburb area which shall covers all the places up to a distance of 100 kms radius from NSC office/indenter place. Out station duty shall mean the places outside the Hyderabad city covered beyond 100 kilometers radius from NSC office/indenter place.
12. The contractor may note that distance and time will be generally be reckoned from Regional office, NSC, Secunderabad only and not from garage to garage for the vehicle hired. However, 10 kilometer maximum or actual kilometers covered from contractor garage to garage or packing place whichever is less shall be added along with the kilometer run for the allotted duty.

13. The period of contract shall be for the **One (01) Year** from the date as indicated in the letter of intent. However, the contract will be reviewed for a period of first Six (6) months for satisfactory performance of the agency. In case of unsatisfactory performance, the NSC reserves the right to short close the contract at any point of time, during the tenure of contract.
14. The period of contract may extend for a further period of one more year on satisfactory performance and mutual consent of the contractor on the same rates, terms and conditions as embodied in the contract.
15. If vehicle owner fails to provide the vehicle to NSC on demand, an amount of Rs 500.00/ per days shall be recovered from bills as fine. Whereas, NSC can hire the vehicle as on requirement on the behalf of agency on their cost and the charges will be recovered from agency.
16. In case of any accident or Damage to the vehicle, the NSC will not be responsible.
17. The contractor shall note that if the vehicle breaks down/seized by police authority/RTO authority during transit, the contractor shall immediately make arrangements to send an alternate vehicle within 45 minutes. The company also reserves its right to make alternate arrangements at the risk and cost of contractor and at the discretion of the company.
18. No advance will be paid towards hiring of the vehicle. The bills shall be submitted along with trip sheet and all toll bills & parking bills after completion of trip and the payment will be made through RTGS/NEFT or cheque within 45 days.
19. The contractor shall always ensure that, the drivers of the vehicles sent by the for company use shall always have sufficient funds with him to meet the miscellaneous expenditure such as parking fee, toll charges, fuel charges etc.
20. The contractor shall note that the vehicles meeting with and/or involved in any accidents, it shall be the responsibility of the contractor to meet all consequences and consequential damages, arising on whatsoever account and nature and no liability on whatsoever shall be attached to company.
21. The contractor shall ensure the safety of persons while commuting in the vehicles and ensure that client will not be responsible for any accidents and violation of traffic rules by the drivers of the contractor.
22. The contract shall ensure the passenger insurance and in case of any accidents, the claims shall be the responsibility on behalf of passenger and to pay the passenger the claims.
23. All necessary applicable tax/charges or any recovery shall be deducted from the bills.
24. If as a result of such audit and technical examination any over payment is discovered in the respect of any work done by the contractor under the contract, it shall be recovered, by the company from the contractor or if any under payment is discovered the amount shall be duly paid to the contractor by the company.
25. Deduction of income tax:
 - A. The successful contractor should inform the assessing Income tax officer concerned (within one month from the date of issue of work order) about the award of work to him. The successful

contractor shall furnish their income tax permanent account number to NSC while furnishing their bills for payment.

- B. Income tax on the gross amount billed will be deducted from the contractor bill as per section 194(C) of the income tax act.

26. Escalation clause/Adjustment due to variation in basic cost of fuel: -

- A. No escalation due to rise in cost of consumable items or increase in tax, duties, insurance etc. is admissible except due to the actual increase/decrease in cost on fuel (i.e. petrol/diesel).
- B. For the purpose of working out the adjustment for fuel increase/decrease, the base price of diesel/petrol (inclusive of GST as per applicable) shall be taken from the date of indent letter.
- C. For the purpose of consideration, the rates for price adjustments in case of any variation in basic price of diesel, the prevailing rate of fuel as on the first day of every month will be considered.

The escalation shall be calculated as follows: -

Fuel variation per kilometer =

$$\frac{\text{(Prevailing rate at the beginning of every month)} - \text{(basic rate of fuel at the time of contract)}}{\text{Standard Mileage}}$$

27. If the contractor commits default in commencing the work as aforesaid, the NSC shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money/ security deposit absolutely.

28. No NSC official will directly or indirectly participate in the tender.

29. In case of any dispute arise it is subject to jurisdiction at Hyderabad.

30. In case of not fulfilling the above condition, NSC has full right to reject the contract at any time by giving one-week notice.

31. The Regional Manager Reserve the rights to accept or reject any or all the bids without assigning any reason thereof.

32. Force majeure: -

a) Notwithstanding the provisions of tender form, the Tenderer shall not be liable for forfeiture of its Security Deposit, liquidation damages or termination for default, it and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force majeure mentioned therein below.

b) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Corporation /Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, rain touched, lacking luster, damage during transportation, quarantine restrictions and freight embargoes.

c) If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 48 (Forty-Eight) hours. Unless otherwise directed by the Purchases in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Settlement of disputes:

In case any dispute arises between the 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 the parties to resolve issue under the provision 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 the 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.

The Arbitrator shall have powers to enlarge time for making & publishing the Award with the consent of the parties. If the claims involved in a dispute are of more than Rs. one lakh, the Arbitrator shall make a speaking award as per provision of Arbitration & Conciliation Act 1996.

In case the contractor/supplier is a Public Sector Undertaking, the above clause shall not be applicable and in that event the following clause shall apply.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India, In charge of the Department of Public Enterprises. The Arbitration & Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal and Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the disputes will share equally the cost of arbitration as intimated by the Arbitrator.

34. Refund of Security Deposit:

The Security Deposit will be discharged by the Corporation/purchaser and returned to the Tenderer following the date of completion of the Tenderer performance obligation, including carrying out all necessary adjustment/deduction if any and on submission of a declaration by the supplier that they have no claim in respect of the contract or relating thereto or arising there from against NSC.

35. Corrupt Gifts & Payments of Commission:

Any bribe, commission, gift or advantages given promised or offered by or on behalf of the supplier, Tenderer, Supplier's agent or representative or agent of the Corporation/or any person on his behalf in relation to the execution of this or any other contract with the Corporation shall in addition to the criminal liability under the Law enforce, subject the supplier to cancellation of this and other contracts with the Corporation and also to payment to any less resulting from any such cancellation to the extent as is provided in case of cancellation under "DEFAULT AND RISK PURCHASE' and the Corporation shall be entitled to deduct the amount so payable from any money otherwise due to the supplier under this or any other contract or may recover the same by appropriate proceedings.

PART-C

GENERAL TERMS & CONDITIONS FOR THE TENDERER

1. The Tenderer should go through thoroughly the terms & conditions before submitting the tender.
2. Sealed tender to be submitted in the prescribed format, separately for Technical & Financial bids with envelopes super scribed as “**Technical bid**” and “**Financial bid**” respectively over envelope and both the sealed bids should further be sealed in another envelope super scribed as “Tender for Hiring of vehicle.

A. ENVELOP NO. 1 (SEALED): -

This envelope should be marked as “ENVELOP NO. 1 **COMMERCIAL AND TECHNICAL BID** contain following papers with covering letter on letter head (Tenderer should invariably mention their name, address, etc. on left hand side of envelop for clear identification).

- a) PART “A” (Commercial and Technical Bid)
- b) E.M.D. & Tender Fee details
- c) Xerox copies of PAN Card, Aadhar Card, Sales Tax Registration. GST Registration and other required documents etc.

B. ENVELOP NO. 2 (Sealed)

This envelope should be marked as ENVELOPE NO-2 **FINANCIAL BID-** should contain PART ‘B’ (tenderer should invariably mention their name, address etc. on left hand side of envelop for clear identification).

Both the envelopes should be enclosed in one bag sealed envelope super scribing **TENDER FOR HIRING OF VEHICLE**. The sealed tender should be delivered in the office of the **Regional Manager, National Seeds Corporation Limited, Tukaram Gate North Lalaguda, Secunderabad-500017**

Tenderer must affix put address seal on each envelope.

3. Tender Form downloaded from NSC website www.indiaseeds.com should be attached with DD of Rs. 500/- plus 18% GST as applicable (Rupees one Hundred only plus GST 18% as applicable) against cost of Tender Form (Non-refundable) and Rs. 10,000.00/- (Rupees Ten Thousand only) against cost of EMD drawn in favour of National Seeds Corporation Ltd payable at Secunderabad/Hyderabad or the amount can be transferred to NSC SBI Account No. **32897527652** IFSC Code SBIN0020822 Branch Malkajgiri (West), Secunderabad. **CHEQUES WILL NOT BE ACCEPTED.**
4. Tenders in the sealed envelope will be received at **National Seeds Corporation Ltd, 17-11, Tukaram Gate, North Lalaguda, Secunderabad-500017** on or before **16.10.2021, up to 15:00 Hrs** only will be accepted will be opened on the same day at 15.30 hrs and Financial bid of the technically qualified tenderers (only) will be opened thereafter on the same day.
5. Tender received after prescribed time and date shall not be accepted. Tenderer should check that the duly signed documents attached with the tender form as per attached checklist.

6. The Security Deposit of the parties already lying with this office will not be adjusted against this tender. Tenderers are required to deposit the fresh EMD & Security amount. The EMD amount of successful bidder shall be converted into security amount.
7. The EMD of unsuccessful Bidder/Tenderer will be refunded within 45 days from the date of opening of the tender.
8. Conditional and incomplete tender may be rejected at the discretion of NSC.
9. In confirmation of acceptance of terms and condition of the tender, tenderer is required to sign with seal on required pages of the tender document and submit the same with Technical Bid.
10. Financial Bid should contain only the offered rate in the provided format and all other details/documents should only be mentioned / attached with Technical bid.
11. Offer must be submitted in the prescribed tender form provided in the tender document. The tenderer may attach additional sheets to the tender form wherever detailed description is necessary. Only that party should participate in tender who accepts all the terms & conditions and any conditional tender may be treated as null and void.
12. The rates should be quoted for the offered items on as per Financial bid.
13. 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 deposit provided they furnish photocopy of **valid registration with NSIC under the single point registration scheme**, for the quoted stores in support of claim along with their request letter. This facility will, however, not be provided to those small scale units who are registered under the old registration scheme which was extended up to 30th June, 1981 only.

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

14. **Technical Bid** shall include technical specifications of quoted item, duly filled Tender Form – Section-III, Instruction to Tenderer, Terms and Conditions of contract as per Section-I & II of tender document, requisite EMD, profile of the company as Section-III along with documents as per the check list and other document if any in support of offer.
15. **FORFEITURE OF THE EARNEST MONEY:** - Earnest Money may be forfeited.
 - (a) If a tenderer withdraws its tender during the period of Tender validity specified by the Tenderer on the Tender Form or withdraws the tender before awarding of the tender or after the prescribed date and time for depositing of Tender, the EMD will be forfeited without giving any prior notice.
 - (b) In case of a successful Tenderer, if tenderer fails:
 - (i) To sign the contract in accordance with Tender Terms & Condition or
 - (ii) To furnish security deposit in accordance with Tender Terms & Condition

16. All disputes or differences that may arise in connection with this tender or the interpretation of any of its terms or in any other way related to this tender directly or indirectly shall be referred to arbitration in accordance with the clause relating to "Settlement of disputes".
17. The Corporation reserve the right at the time of award of contract to restrict as per requirement without any change in price or other terms & conditions.
18. The Corporation reserves the right to accept or reject any tender and reject all tenders any time prior to award of contract, without thereby, incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenders of the grounds for the any action.
19. There shall normally be no post tender Negotiation. If at all negotiations are warranted under exceptional circumstances, then it can be with L-1 (lowest tenderer) only.
20. The Corporation may decide to split the order among two or more tenderers according to exigencies of the cases at L-1 rate.
21. The successful tenderers to whom work order issue should execute an Agreement within 7 days from date of issue the Order **on Rs 100/- Non-Judicial Stamp paper with Corporation**. The tender document will be considered to be part of agreement, any variation in the terms and conditions as may be changed by the Corporation will be part of the agreement. The cost of stamp papers for agreement shall be borne by the successful tenderer.
22. **Successful Tender** have to deposit an amount of Rs. 15,000/- as a Security amount by adjusting EMD of Rs. 10,000/-. It shall be valid up to **Tender or agreement validity**. Security deposit shall also be furnished by online transfer into to account of National Seeds Corporation Limited, Secunderabad. A/C No.: **32897527652 IFSC: SBIN0020822 Branch: SBI, Malkajgiri (West), Secunderabad**.
23. Failure of the successful tenderer to comply with the requirement of clause 23, shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

24. **REFUND OF EARNEST MONEY: -**

(A) Unsuccessful tenderer: In case of unsuccessful tenders who do not, withdraw their offers before the receipt of final decision, the earnest money shall be returned, without interest after the finalization of tenders or after expiry of validity period of the respective offer, whichever is earlier by means of RTGS/ crossed cheque drawn on a scheduled bank payable in Secunderabad and the Corporation will not be responsible for reimbursing to the tenderer the Bank's commission for encashing the same.

(B) Successful Tenderers:

- I. The successful tenderer shall **deposit the security** money by online mode or demand draft towards security for the due fulfillment of the conditions of the contract and sign and date agreement as per the format given in Section -IV of the tender document.
- II. After the successful tenderer has completed formalities as stated above, the earnest money deposit will be adjusted against security. No interest shall be allowed on earnest money.
- III. The security deposit will be released without interest after completion of contract period.

NATIONAL SEEDS CORPORATION LIMITED
Regional Office: Secunderabad

PART-D

TECHNICAL BID FOR HIRING OF VEHICLE

S. No.	Particular	Information to be filed by Bidder
1	Name of firm and Registration details.	
2	Correspondence address.	
3	Contact Person.	
4	Mobile No.	1. 2.
5	E-mail ID.	
6	PAN NO.	
7	GST Registration Number.	
8	Adhaar No.	
9	No of Own vehicle and make & model.	
9.1		
10	No of hired vehicle and make & model.	
10.1		
11	Vehicle Registration details of all own vehicle and hired vehicle.	
12	Number of regular drivers and their Driving Licensee with validity.	
13	Income tax returns for last two years.	
14	Details of Vehicle Insurance.	
15	Experience in similar works (submit the work order copies as evidence)	
16	Bank Details.	
17	EMD & tender Fee details.	

I/We hereby declare that all the information furnished above is true & correct.

Signature of authorized signatory

Name

Designation

Stamp

Date:

PART-E

AFFIDAVIT

(On firm letter Head)

CERTIFICATE-1

I /We _____ (Name, Designation and Address) hereby declaring that my firm/Company has not been black-listed by any of the Govt. Department/ Organization /PSUs /Institution etc., where I /We had provided the vehicle during the last three years and no arbitration case is pending with NSC.

CERTIFICATE-2

I/We have read and understood e-tender Terms & Conditions and I agree to abide by them. I hereby certified 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 NSC Management. Above information is true to our knowledge and belief.

Name _____

Designation _____

Name of the Firm/Company _____

Full address _____

Rubber stamp _____

Place: _____

Dated: _____

NATIONAL SEEDS CORPORATION LIMITED
REGIONAL OFFICE: SECUNDERABAD
FINANCIAL BID FOR HIRING OF VEHICLE

Part-F

To,
The Regional Manager
National Seeds Corporation Limited
Secunderabad-500017

From,
.....
.....
.....

Sir,

I, proprietor/owner of Firm/agency hereby offer the rates for hiring of vehicles for NSC, Secunderabad for the period of one year (extendable for further one year).

This offer is made after taking into consideration and understanding all the terms and conditions stated in the tender documents and agreeing to the same.

S. No.	Type of Vehicle	40km/4Hrs	80km/8Hrs	Extra per Km	Extra per hour	Outstation per km	Driver Batha outstation for day
Rate, Rs exclusive of GST, Toll and parking charges							
1	Indica & similar						
2	Indigo, Dizer, Etios, Swift or similar						
3	Xylo, Tavera or similar						
4	Innova, Innova Crista, Ertiga 6+1/7+1 or similar						
5	Tempo Traveler 12+1						
	GST%						

Signature of authorized signatory with Stamp