

राष्ट्रीय बीज निगम लिमिटेड,
(भारत सरकार का उपक्रम-मिनीरत्न कंपनी)
681-690, बीज भवन, मार्केट यार्ड,
गुलटेकडी, पुणे- 411037

दूरभाष संख्या 020-24264587
फैक्स 020-24272584

वार्षिक परिवहन कार्य हेतु पुनः निविदा आमंत्रण सूचना।

राष्ट्रीय बीज निगम लिमिटेड, महाराष्ट्र राज्य में स्थित अपनी विभिन्न उप-इकाईयों के अंतर्गत स्थित भंडारण स्थानों से महाराष्ट्र राज्य के अंदर/बाहर के प्रदेशों में (संपूर्ण भारत के लिए) किसी भी स्थान पर बीज/प्रमाणिकरण सामग्री के परिवहन हेतु प्रति कि.मी. प्रति टन के आधार पर पंजीकृत परिवहन ठेकेदारों से मुहरबंद निविदायें आमंत्रित करती है। निविदादाता फार्म , नियम व शर्तों की प्रति निगम के वेबसाइट www.indiaseeds.com तथा अधोलिखित व उपरोक्त पते से किसी भी कार्य दिवस के दिन निम्नानुसार प्राप्त किये जा सकते हैं।

1. एफ-8, एम.आय.डी.सी. एरिया, नारेगांव रोड, चिकलठाणा, औरंगाबाद, फोन नं. 0240-2483278
2. 295-ई, कोल्ड स्टोरेज, नया मुंबई आगरा रोड, नासिक, फोन नं. 0253-2591369
3. प्लॉट नं. 132/ए, आद्योगिक वसाहत, जलगांव, फोन नं. 0257-2210744
4. ए-78, एम.आय.डी.सी. एरिया, हनुमान दाल मिल के पास, अमरावती फोन नं. 0721-2521751
5. उल्हास सदन, 3 बिल्डा गेट के पास, तापडिया नगर, अकोला फोन नं. 0724-2420898
6. प्रथम मंजिल, अध्यापक भवन, गणेश पेठ, नागपुर, फोन नं. 0712-2723191

इकाई	EMD राशि	फार्म की कीमत (5%वैट के साथ)	फार्म प्राप्त करने की तिथि	क्षेत्रीय कार्यालय पुणे में निविदा जमा की तिथि	प्राप्त निविदा को खोलने की तिथि
औरंगाबाद-पुणे-अमरावती- अकोला-नागपुर	रु 50,000.00	रु 525/ प्रति इकाई	26.03.14 से 10.04.14 (1300बजे तक)	10.04.14 समय 1330 बजे तक	10.04.14समय 1430 बजे
नासिक-जलगांव	रु 50,000.00				

टेंडर के साथ वर्णित EMD राशि की पावती/डी.डी. के अतिरिक्त वेबसाइट से डाउनडोल किए गए टेंडर फार्म के साथ रु 525/ (फार्म की कीमत) की डी.डी.(Non-refundable) लगाना आवश्यक है। डी.डी. National Seeds Corporation Ltdके नाम जारी payable at पुणे होना आवश्यक है। अधिक जानकारी के लिये उपरोक्त पते/संबंधित उप-इकाई से संपर्क किया जा सकता है। किसी भी निविदा को अंशतः या पूर्णतः स्वीकार या अस्वीकार करने का अधिकार राष्ट्रीय बीज निगम लिमिटेड के पास सुरक्षित रहेगा।

(आर. के. माथुर)
क्षेत्रीय प्रबंधक
महाराष्ट्र राज्य

Fax No. 020-24272584
Telephone No. 020-24264587

NATIONAL SEEDS CORPORATION LTD.
(A Govt of India Undertaking-Mini Ratna Company)
681-690, Market Yard, Gultekdi, Pune-37

Issuing Branch.....

Admn.1(107 A'tpt A'bad,Amt) /NSC: PNA/2013-14

Dated: / /2014

To,

M/s. _____

Sir,

Sub: Supply of Tender Documents for transportation of seeds/Certification &
Packing Material/Pallets/other related material – Regarding.

Ref: 1. This Office Tender Notice published in “Lokmat” in Jalgaon and Nasik
Edition

I am to enclose herewith the Tender Documents for the transportation of seeds and certification material & other related materials within & out of Maharashtra State from the various stocking point of our branch offices located within the jurisdiction of Aurangabad Amravati, Akola, Nagpur and Pune. Kindly go through the terms & conditions and submit your valuable quotation on **10/04/2014** up to **1330 hrs** and it will be opened on the same day at **1430 hrs** on the above mentioned address.

Thanking you,

Yours Sincerely,

Regional Manager

NATIONAL SEEDS CORPORATION LTD.
(A Govt of India Undertaking-Mini Ratna Company)
681-690, Market Yard, Gultekdi, Pune-37

TERMS AND CONDITIONS FOR TRANSPORTATION OF SEED BY ROAD
FROM THE VARIOUS STOCKING POINT UNDER THE JURISDICTION
NSC AURANGABAD, AMRAVATI, AKOLA, NAGPUR & PUNE TO ANY
WHERE WITHIN AND OUT OF MAHARASHTRA STATE (Annual Contract on
Distant Basis)

1. The Tenderer should thoroughly go through the terms & conditions before submitting the tender.
2. Sealed tender to be submitted in the prescribed format, separately for technical & commercial bid 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 Annual Road Transport Contract 2014-15 (For NSC Aurangabad, Amravati, Akola, Nagpur & Pune units of Pune Region)**”.
3. Tender Form can be purchased by paying **Rs. 525/- (inclusive of 5% VAT)** from **NSC Aurangabad/Akola/Amravati/Nagpur/Pune** and on the above mentioned address on all working day from **26/03/2014 to 10/04/2014 (1300 hrs)**. Any Tender Form downloaded from NSC website www.indiaseeds.com should be attached with **DD of Rs. 525/-** (Five hundred Twenty five only) against cost of Tender Form, Non-refundable drawn in favour of **National Seeds Corporation Ltd** payable at **Pune**.
4. Tender downloaded from website should be accompanied with the undertaking given by the tenderer that he/she/they has/have not made any alteration/change in the downloaded term & condition of the tender. If any alteration/change is found in the term & condition during the process of Tender/during the currency of Contract (if awarded any) will be out rightly cancelled without giving any notice.
5. Tenders in the sealed envelope will be received at National seeds Corporation Ltd, Beej Bhavan, Market Yard, Gultekdi, Pune – 411037 on **10/04/2014 upto 1330 hrs**. Technical bid will be opened on the same day at **1430 hrs** and Financial bid of the technically qualified tenderers (only) will be opened thereafter.
6. Tender received after prescribed time and date shall not be accepted. Tenderer should check the duly signed documents attached with the tender form as per attached checklist. Period for finalization of tender is 60 days.
7. The Security Deposit of the parties already lying in this office will not be adjusted against this tender. Tenderers are required to deposit the fresh EMD.
8. Conditional and incomplete tender may be rejected at the discretion of NSC.

Cont'd.....

9. In confirmation of acceptance of terms and condition of the tender, tenderer is required to sign on all the pages of the tender document and submit the same with **Technical Bid**.

10. Tenderers should submit Undertaking duly notarized that his/her/their firm has neither been BLACK LISTED by any Government/Other agencies nor having any relation/co-relation directly or indirectly with the employee of the NSC, its main growers/growers/dealer/distributor/custom processor/any party dealing with seed business.

11. Financial bid should contain offered rate in the provided format and other details/documents should be mentioned separately with technical bid.

12. The transporter will ensure that all the vehicle/truck entering into the NSC premises/engaged for transporting NSC goods (i.e. seeds/certification material etc) should have valid pollution control certificate and driver employed for such duties should have valid Driving License.

13. The transporter should inform the number of trucks owned/leased by him with copy of the valid registration of vehicle issued by RTO. On the basis of the same NSC will assess the transporting capacity of the transporter before awarding work contract/allocating work. NSC's decision in this regard shall be binding to all bidders.

14. The transporter will be entirely responsible for obtaining the permits, sales tax forms etc. (if any) wherever necessary such as for interstate entry free passage etc., failure to obtain these forms from consignor and the resultant delay will be entirely at the risk of the transporter. NSC will not be liable to pay any charge on account of detention, storage etc enroute for want of permit/clearance any other fault by the transporter.

15. The transporter shall not withhold the delivery of the consignment for any reason whatsoever and shall be solely responsible for any loss that NSC may sustain 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 damages liable for payment by NSC on the consignment due to non supply of seeds to seed user/indenters. For other goods the transporter shall pay the entire cost of the goods and packing material as per existing market rate.

16. It is the duty of the transporter to place the truck location wise for the quantity mentioned in the Job Order. He has no right to demand for placing the truck of his own choice and demanding quantity higher or lower as per his own convenience.

17. NSC Aurangabad, Amravati, Akola, Nagpur & Pune Area consist of the stocking/lifting point of NSC mainly at Chikhali, Nanded, Aurangabad, Amavati, Akola, Nagpur, Pune and any other places within the district of Aurangabad, Pune, Jalna, Bid, Hingoli, Parbhani, Latur, Osmanabad, Nanded, Solapur, Satara, Sangli, Ratnagiri, Kolhapur, Raigarh, Sindhudurg,, Yavatmal, Bori-Arab, Akola,

Cont'd.....

Malegaon, Amravati, Nagpur, Washim, Buldhana, Bhandara, Garchiraulli, Wardha, Chandrapur, Gondia under Maharashtra State.

18. Service Tax and VAT will be paid by NSC.

19. **EARNEST MONEY & SECURITY DEPOSITS:**

The Transporter shall deposit Rs. 50000/- (Rs. Fifty Thousand only) towards Earnest Money Deposit at the time of submitting the tender. **Tender without having the EMD Rs. 50000/- (Fifty Thousand Only) will summarily be rejected.** The payment of EMD shall be made by **Demand Draft** drawn in favour **National Seeds Corporation Ltd.** Payable at **Pune**. Upon acceptance of the tender by NSC, he shall also remit additional amount of Rs. 02 Lakh & the EMD will also be converted into Security deposit in respect of successful tenderer to meet Security Deposit of Rs. 2.5 Lakhs. These deposits will not earn any interest. Whenever the Security Deposit fall short of the stipulated amount, the transporter shall make well the deficit, so that the deposit at any point of time remains intact as desired above. 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 as has not been 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 DUE certificate from the consignor unit of NSC. NSC reserves the right to forfeit the Security Deposit in the event of failure of transporter to produce acknowledgement copies of the L.R./lorry/ consignment notes from the consignees/non-execution of transportation work to the NSC's satisfaction.

EMD of the unsuccessful bidder will be returned to the respective parties in due course

20. **EXECUTION OF THE AGREEMENT:**

The agreement to which these "terms and conditions" form part of shall be in force till the job for which transporter has been engaged is completed to the entire satisfaction of NSC. **Agreement will be valid till 31 March 2015.** This can be extended depending upon the circumstances and with mutual consent of both the parties in writing, if required.

Cont'd.....

21. BOOKING OF CONSIGNMENTS, VOLUME OF WORK AND ALLOTMENT:

- i. The consignment of NSC's goods will normally contain seeds or such other goods as NSC may specify (Certification and packing material/pallets) etc.
- ii. 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 may be payable to the transporter, the latter shall pay the amount on demand from NSC without any dispute.

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 empanel one or more transporters at L-1 rate and distribute the work among them initially/ during the currency of this agreement so that, the movement of the seed is not hampered and no claim for compensation shall lie against NSC on account of such division of work. Transporter will lift the load from the stocking point as mentioned in the Job Order without claiming to increase or decrease the load as per his convenient. Loading, unloading and static/any other charges will be borne by the Transport Contractor.
- iii. All the bookings will be on "To be billed-basis". The freight charges shall be on per ton per KM basis inclusive of the loading, unloading & static/other charges. Transit Insurance will be born by NSC. Others conditions are as follows:

Cont'd.....

- (a) For all types of seed the minimum load will be 9 tons and the rate to be quoted for distance slabs i.e. 1 Km to 50 Km, 51Km to 100Kms, and 101 Km to 300 KM, 301KM to 500KM, and 501 KM & above.
- (b) 07 Tons of light seed like Sunflower, Cotton, Ground-Nut pods and other bulky vegetable seeds will be considered as full truck load of Nine Tons and for higher quantity beyond 07 Tons, the transportation charges will be paid proportionately. AM of the dispatching unit will decide about such crop and certify about this.
- (c) In the case of processing material which occupies more space due to high volume/less weight the bill will be paid on the basis of certificate given by the concerned dispatching unit Area Manager against equivalent weight of volume occupied actually by the item/quantity dispatched.
- (d) The transporter shall abide/covered by the Carriage by Road Act 2007 and any addition/amendment in the act by Ministry of Road Transport & Highway/State govt. authority from time to time, which he should ensure.
- (e) NSC does not guarantee full truck load beyond 09 Ton. However, the interest of the transporter will be considered (if possible) while issuing the Job Order for transportation of seed/packing materials/related materials. The transporter shall ensure that
 - i) “Hooks” are not used for handling the bags.
 - ii) The trucks are covered with double tarpaulins that are perfectly water proof,leak proof and in sound condition to avoid damage by rain etc.
 - iii) The consignment is never exposed or kept open.
 - iv) Proper cleaning of trucks before loading the seed to avoid any damage has been done.
 - v) The entire transportation is made only by road and not by any other mode of transportation.
 - vi) Any damage occurred during the transit period will be borne by the transporter.

Cont'd.....

22. **ARRANGEMENT OF TRUCKS AND PLACEMENT:**

- a. The transport contractor shall make available the trucks and lift the consignment on intimation by concerned Area Office of NSC/issue of Job Order by NSC. It shall be ensured by the transporter through Area Manager (AM) of the concerned Sub-unit that the entire consignment under the agreement is lifted as per requirement on each occasion. In case Transporter fails to provide trucks as per the demand of AM, he will be free to make necessary arrangement for the transportation at the risk & cost of the Transport Contractor.
- b. The transporter will collect the goods from the Godowns and storage locations as required by NSC from time to time on each occasion without any extra charge.
- c. All consignment will be booked "On Owner Risk" and all LR/GN copies should be duly endorsed accordingly.
- d. Insurance No. & Name of the Insurance Company to be written on each and every LR through whom NSC has taken the Marine Insurance for Transportation of Seed and packing Materials. For non-compliance, Transporter will be held for the damages if any and the same will be recovered from him. Non-compliance may also lead to the stoppage of the payment of the transportation bill for the goods transported by him.
- e. Transporter is required to furnish the details of the truck and LR No. after lifting the consignment to NSC Pune on each occasion. Failure to do so may lead to stoppage of transportation bill of the said consignment.
- f. Transporter is expected to submit the bill within a period of 30 - 45 days from the date of lifting the quantity from the stocking/lifting point as mentioned in the Job Order. AM is also expected to submit the bills to Regional Office at the earliest days after receipt of the in order bills.

Cont'd.....

g. Transport Contractor will submit the transportation bill along with the certificate (as per clause-23) through the concerned Area Manager of the Stocking point. Area Manager will submit the said in order bill duly verified and with recommendation for payment/recovery (if any) to Regional Office enclosing the Certificate received from the transporter (as per clause-23), with a certificate that the truck has been placed as per his instruction/consultation & work has been accomplished & no penalty to be levied with reference to clause No. 25 (if any recovery is due may also to be informed with reason).

23. CERTIFICATE FROM THE SUCCESSFUL TRASPORT CONTRACTOR:

Transport Contractor will have to submit a Certificate along with the Transportation Bills every time in the following manner that:

- a. The trucks/lorries placed for transportation of seed, certification/related material were properly cleaned.
- b. Hooks were not used for handing the seed bags.
- c. Transshipment of material has not been done.
- d. Materials were not exposed and were covered with water proof & leak proof double tarpaulins.
- e. Seed/Certification & related materials were transported as per the instruction of the Area Manager.
- f. Truck no. mentioned in bill for the attached LR are genuine and solely issued for the actual transportation of the mentioned material & delivered to the parties.
- g. Signature made by the party with stamp on the said LR (attached) is the proof that the consignee have received the mentioned quantity/ as per the remarks made (if any).
- h. That clause no 12 of the NIT Term & condition was followed.
- i. Consignment has not been delivered short of destination.
- j. The entire transportation was made by road only.
- k. No damage to seed/certification & packing/related material has occurred during the transit period.

Cont'd.....

1. Above statement is true of my knowledge. In case any of the said statement found to be false/untrue legal/administrative action can be taken against my/our firm as deemed fit by NSC Ltd.

24. NO TRANSSHIPMENT IS ALLOWED IN BETWEEN THE DESTINATIONS:

Transshipments of goods not allowed except for the 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 already prescribed (at his own cost).

25. PENALTY FOR DELAYED LIFTING:

If the Transport Contractor fails to lift the stocks with 48 hours of NSC's intimation through R.O/Area Offices either in writing/ telephonically, Area Manager of concerned Sub-unit shall have the right 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 for the said transportation, then the excess amount paid shall be recovered / adjusted by NSC from the amounts due to be paid to Transport Contractor and/ or from the Security Deposit at the credit of the transporter. In addition, the incidental charges at the rate of Rs. 500/- per truck may be recovered from the transporter. On receipt of L.R. from other transporter for payment by NSC on account of transporting the goods through them shall be the conclusive evident of the amount in dispute. Annual Transport Contractor will pay the excess amount either in cash or will accept recovery/adjustment made by NSC from the amount at his credit.

AM of the dispatching unit will recommend about the penalty to be imposed based on LR acknowledgement etc.

26. OCTROL, if any, paid by the transporter will be reimbursed by the Consignor on production of the relevant receipt only.

Cont'd.....

27. DELIVERY OF CONSIGNMENTS:

- 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. 1000 hrs to 1700 hrs 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. The transporter will collect the goods from the godown and storage location as required by NSC from time to time on each occasion without any extra charges. Whenever loading/unloading charges are being borne by the NSC, the same will be deducted from transport bill. Loading and unloading of the vehicle will be the sole responsibility of the Transport Contractor.
- c. If delivery beyond 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, the consignee shall not be responsible if the arrangements are not made by the consignee for taking delivery of the consignments outside the office hours or on holidays.
- d. If the consignment is delivered short of the destination or at some other destination, unless otherwise permitted by NSC in writing, NSC may not pay the freight charges to the transporter. In the case of loss, NSC will recover the same from the Transport Contractor.
- e. The transporter shall not withhold the delivery of the consignment for any reason whatsoever, and shall be solely responsible for any loss that NSC may sustain on account of such non-delivery. In the event of non delivery of the consignment at the destination, the transport contractor shall bear the entire cost of the seed and packing material in full at the NSC's prevailing general sale price along with the damages liable for payment by NSC on the consignment due to non supply of the seed to the seed user/ indenters. For other goods the transporter shall pay the entire cost of the goods and the packing materials etc.

Cont'd.....

28. PENALTY FOR LATE DELIVERY:

The transit period specified in “clause 30” may be followed. 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 delays beyond The transit period.	Penalty per day of delay per truck As per cent of the freight charges
-----	-----
i) For the delay upto 50% of the transit period or part thereof	i. 2% of the freight per truck per day of delay.
ii) For the delay beyond 50% of the transit period or part thereof	ii. 2% of the freight per truck per day of delay upto 50% of the transit period plus 10% of the Freight per truck per day on the delay beyond 50% of the transit period.

(AMs while forwarding the bills should specifically check this point & made recommendation with reasons for penalty).

29. 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 at reasonable rates 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. AM's recommendation in this case will be important.

30. CALCULATION OF DISTANCE.

For billing or payment the distance (in KMs) will be calculated on the basis of the distance given in T.T.K book. In case the destination station is not indicated in the TTK Book 2005 (currently available) the supplement distance will be worked out on the basis of road map India / States by motor able road. And if the distance for the mentioned place is not shown in the above it will be calculated on the basis of distance shown in Google map for India. The Transit period is to be calculated @ 300 KM per day.

Cont'd.....

31. PAYMENT AND INCOME TAX

a. Payment will be made by account payee cheque in favour of the transporter/through RTGS directly in the Account 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 (i.e. LR). The consignor will deduct the cost on account of shortage in the consignment, penalty for late delivery of the consignment and value of damage to the consignment before making payment to the transporter.

b. NSC reserves the right to deduct at source the income tax amount/ any other tax levied by government time to time from the payment due to the Transport Contractor according to the provisions of section 194'C' of the income tax act 1961 and rules framed there – under as in force.

32. CREDENTIAL CAPACITY OF TRANSPORTER:

The transporter to produce credential /capacity proof for handling cargo from one region to another region i.e ensure timely delivery of seeds / consignment anywhere in India.

33. TERMINATION OF CONTRACT

The terms and conditions as stated above shall be binding on the NSC and the same shall govern the transporter and their relationship. NSC shall have the right to terminate the contract at any time during its currency after giving 15 days notice to the transporter without assigning any reasons, whatsoever, and the transporter shall neither 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 provisions of any statute, 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.

Cont'd.....

34. ABRITRTION

In the event any question, dispute or difference arising under or in connection with this agreement, its implementation or its satisfaction, the same shall be referred to the sole arbitrator, who may be appointed by the chairman of NSC or by any other officer who at the relevant time is occupying the highest office in NSC. It shall be competent for the chairman or such other officer of NSC as aforesaid to act as the sole Arbitrator himself. The transporter shall have no objection that the Chairman or the Arbitrator nominated as above is a person who has or had dealt with the matter to which the contract relates or that in the course his duties has expressed views on all or any of the matter of dispute or difference. It is agreed between the parties that in the event of the Chairman or the Arbitrator nominated as above vacating the office by resignation or otherwise or refusing to act as an Arbitrator it shall be lawful for the Chairman NSC or the officer occupying the highest office in NSC at the relevant time to nominate any other person as the Arbitrator and he shall continue the proceeding from the stage at which the same have been left by his predecessor. The venue and the cost of Arbitration shall be at the discretion of the Arbitrator, it is agreed by the parties that the Arbitrator may on the request of the parties and in the interest of justice and proper determination of the dispute extend the time for making award by an order in writing conveyed to the parties. **In case of any dispute, the court of jurisdiction of the law will be at New Delhi and this agreement will be deemed to have been entered at New Delhi irrespective of the place of performance of the agreement.**

35. Tenderer must not have any relation/co-relation directly or indirectly with the employee of the NSC, its main growers/growers/dealer/distributor/custom processor/any party dealing with seed business. Any relation in this regard will lead to cancellation of tender/termination of the contract during the tour of contract. Tenderer/Contractor will not have any right to challenge the same.

36. Whenever diesel prices reached +/- 5% of the existing diesel price per litre, the revision in transportation rate shall be considered. The freight rate is subject to revise @ 0.0003 paise per kg/km for every 10 paise statutory increase/decrease in diesel price (including taxes application at Pune).

37. Rate will be valid during the entire period as mentioned in the agreement. Transport Contractor will not have any right to increase the rate during the tenure of agreement.

38. Regional Manager reserves the right to accept or reject any or all the tender without assigning any reason whatsoever

**TECHNICAL BID (For Aurangabad, Amravati, Akola,
Nagpur & Pune)**

1. Name & Address of the tenderer _____

2. Name of the proprietor/partner _____
3. Valid registration number of firm
Under Shops and Etsb. Act (Mandatory) _____
4. Valid Registration numbers of the trucks
(Enclose List along with copy of registration) _____
5. Certificate of Registration for transportation work _____
(under carriage of road act 2007)
6. Service Tax Reg. No.
(Enclose Copy) _____
7. Income Tax (Form-16) & PAN No
(Enclose copy) _____
8. Name of the Banker & Creditor limit/Bank
Solvency certificate (Enclose copy) _____
9. Reference of transportation work (optional)
Undertaken from
(a) NSC
(b) Govt experience certificate from the
Govt. Organization for work more than
10. Capacity to place truck to lift the stock per day (specify quantity) _____
11. Number, date and amount of Demand Draft
Enclosed as EMD _____
12. Authorization of competent authority to
Sign this Tender document (with verified
Photo ID and specimen signature) _____

Name & Signature of the tenderer with official stamp

Place :

Date:

**FINANCIAL BID (For Aurangabad, Amravati, Akola,
Nagpur & Pune)**

NATIONAL SEEDS CORPORATION LTD.
(A Government of India Undertaking-Miniratna Company)
Beej Bhavan, Market Yard, Gultekdi
Pune – 411037

The Regional Manager
National Seeds Corporation Ltd.
NSC Pune

Sub: Your open Tender Notice dated for appointment of Annual Transport Contractor 2014-15 on per Ton per Kms basis for transportation of seeds, packing & certification materials, pallets/any other related materials from the various stocking point under the jurisdiction of NSC Aurangabad, Amravati, Akola, Nagpur & Pune area (mentioned in the Term & condition) to anywhere within Maharashtra & outside of Maharashtra (All over India).

Sir,

We have carefully gone through the terms & conditions prescribed for entering into Contract for appointment of Annual Transport Contract. The rates will be valid during the entire period of the contract. My/our lowest and firm rates for the different slabs are as follows:

	DISTANCE (IN KM)	RATE QUOTED FOR FRIGHT in rupees per Ton per Kms basis inclusive of loading, unloading & static/other charges but exclusive of Service Tax/VAT if any.
A	1 to 50 KMs (Minimum 50Kms guaranteed)	
B	51 to 100 Kms	
C	101 Kms to 300 Kms	
D	301 Kms to 500 Kms	
E	501 Kms and above	

I / We agree with all the terms and conditions as laid down by your Corporation.

Place
Date:

Name & Signature of the tenderer with official stamp

CHECKLIST FOR THE TENDERER

1. Check that the tender is submitted in Two bid system. Separately for Technical and Financial Bid.
2. Cash receipt/DD (issued in favour of National Seeds Corporation Ltd. payable at Pune) of Rs. 525/-.
3. Cash receipt for EMD/ DD (issued in favour of National Seeds Corporation Ltd. payable at Pune) of Rs.50,000/-.
4. Undertaking in the case of T &C has been downloaded from NSC website as per clause no.-4 of the Term and Condition of NIT.
5. Undertaking that his/her firm is neither Blacklisted nor having any relationship as per the clause-10 of the Term and Condition of NIT.
6. Tender form is completely filled and not conditional.
7. Ensure that EMD money & documents are attached with Technical Bid only.
8. List of the truck owned by him (copy attached)
9. Service Tax No. (copy attached)
10. Income Tax Return (Form – 16)/ PAN No. (copy attached)
11. Registration of the firm under Shops and Establishment Act.
12. Certificate of Registration for transportation work (under carriage of road act 2007).
13. Number of the truck owned/taken on lease (copy attached)
14. Valid registration number of the truck (copy attached)
15. Solvency Certificate issued by the bank (copy attached)
16. Capacity to place the truck in a day.
17. Authority letter (if any) must be signed by the proprietor with the official stamp with verified Photo ID and three specimen signature of the staff so authorized to take part in the tender opening process & so on.

Fax No. 020-24272584
Telephone No. 020-24264587

NATIONAL SEEDS CORPORATION LTD.
(A Govt of India Undertaking-Mini Ratna Company)
681-690, Market Yard, Gultekdi, Pune-37

Issuing Branch.....

NO. 1(107 A'tpt J'gaon)Admn. /NSC: PNA/2012-13

Dated: / /2014

To,

M/s. _____

Sir,

Sub: Supply of Tender Documents for transportation of seeds/Certification & Packing Material/Pallets/other related material – Regarding.

Ref: 1. This Office Tender Notice published in “Lokmat” in Jalgaon and Nasik Edition

I am to enclose herewith the Tender Documents for the transportation of seeds and certification material & other related materials within & out of Maharashtra State from the various stocking point of our branch offices located within the jurisdiction of Jalgaon and Nasik. Kindly go through the terms & conditions and submit your valuable quotation on - **10/04/2014** up to **1330 hrs** and it will be opened on the same day at **1430 hrs** on the above mentioned address.

Thanking you,

Yours Sincerely,

Regional Manager

NATIONAL SEEDS CORPORATION LTD.
(A Govt of India Undertaking-Mini Ratna Company)
681-690, Market Yard, Gultekdi, Pune-37

TERMS AND CONDITIONS FOR TRANSPORTATION OF SEED BY ROAD
FROM THE VARIOUS STOCKING POINT UNDER THE JURISDICTION
NSC JALGAON & NASIK TO ANY WHERE WITHIN AND OUT OF
MAHARASHTRA STATE (Annual Contract on Distant Basis)

1. The Tenderer should thoroughly go through the terms & conditions before submitting the tender.
2. Sealed tender to be submitted in the prescribed format, separately for technical & commercial bid 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 Annual Road Transport Contract 2014-15 (For NSC Jalgaon and Nasik units of Pune Region)**”.
3. Tender Form can be purchased by paying **Rs. 525/- (inclusive of 5% VAT)** from **NSC Jalgaon/Nasik/Pune** and on the above mentioned address on all working day from **26/03/2014 to 10/04/2014 (1300hrs)**. Any Tender Form downloaded from NSC website www.indiaseeds.com should be attached with **DD of Rs. 525/-** (Five hundred Twenty five only) against cost of Tender Form, Non-refundable drawn in favour of **National Seeds Corporation Ltd** payable at **Pune**.
4. Tender downloaded from website should be accompanied with the undertaking given by the tenderer that he/she/they has/have not made any alteration/change in the downloaded term & condition of the tender. If any alteration/change is found in the term & condition during the process of Tender/during the currency of Contract (if awarded any) will be out rightly cancelled without giving any notice.
5. Tenders in the sealed envelope will be received at National seeds Corporation Ltd, Beej Bhavan, Market Yard, Gultekdi, Pune – 411037 on **10/04/2014** upto **1330 hrs**. Technical bid will be opened on the same day at **1430 hrs** and Financial bid of the technically qualified tenderers (only) will be opened thereafter.
6. Tender received after prescribed time and date shall not be accepted. Tenderer should check the duly signed documents attached with the tender form as per attached checklist. Period for finalization of tender is 60 days.
7. The Security Deposit of the parties already lying in this office will not be adjusted against this tender. Tenderers are required to deposit the fresh EMD.
8. Conditional and incomplete tender may be rejected at the discretion of NSC.

Cont'd.....

9. In confirmation of acceptance of terms and condition of the tender, tenderer is required to sign on all the pages of the tender document and submit the same with **Technical Bid**.

10. Tenderers should submit Undertaking duly notarized that his/her/their firm has neither been BLACK LISTED by any Government/Other agencies nor having any relation/co-relation directly or indirectly with the employee of the NSC, its main growers/growers/dealer/distributor/custom processor/any party dealing with seed business.

11. Financial bid should contain offered rate in the provided format and other details/documents should be mentioned separately with technical bid.

12. The transporter will ensure that all the vehicle/truck entering into the NSC premises/engaged for transporting NSC goods (i.e. seeds/certification material etc) should have valid pollution control certificate and driver employed for such duties should have valid Driving License.

13. The transporter should inform the number of trucks owned/leased by him with copy of the valid registration of vehicle issued by RTO. On the basis of the same NSC will assess the transporting capacity of the transporter before awarding work contract/allocating work. NSC's decision in this regard shall be binding to all bidders.

14. The transporter will be entirely responsible for obtaining the permits, sales tax forms etc. (if any) wherever necessary such as for interstate entry free passage etc., failure to obtain these forms from consignor and the resultant delay will be entirely at the risk of the transporter. NSC will not be liable to pay any charge on account of detention, storage etc enroute for want of permit/clearance any other fault by the transporter.

15. The transporter shall not withhold the delivery of the consignment for any reason whatsoever and shall be solely responsible for any loss that NSC may sustain 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 damages liable for payment by NSC on the consignment due to non supply of seeds to seed user/indenters. For other goods the transporter shall pay the entire cost of the goods and packing material as per existing market rate.

16. It is the duty of the transporter to place the truck location wise for the quantity mentioned in the Job Order. He has no right to demand for placing the truck of his own choice and demanding quantity higher or lower as per his own convenience.

17. NSC Jalgaon & Nasik Area consist of the stocking/lifting point of NSC at Chikhali & Jalgaon and any other places within the district of Jalgaon, Nasik, Dhule, Nandurbar, Thane, Mumbai, Mumbai (sub-urban), Ahmadnagar under Maharashtra State.

Cont'd.....

18. Service Tax and VAT will be paid by NSC.

19. EARNEST MONEY & SECURITY DEPOSITS:

The Transporter shall deposit Rs. 50000/- (Rs. Fifty Thousand only) towards Earnest Money Deposit at the time of submitting the tender. **Tender without having the EMD Rs. 50000/- (Fifty Thousand Only) will summarily be rejected.** The payment of EMD shall be made by **Demand Draft** drawn in favour National Seeds Corporation Ltd. Payable at **Pune**. Upon acceptance of the tender by NSC, he shall also remit additional amount of Rs. 02 Lakh & the EMD will also be converted into Security deposit in respect of successful tenderer to meet Security Deposit of Rs. 2.5 Lakhs. These deposits will not earn any interest. Whenever the Security Deposit fall short of the stipulated amount, the transporter shall make well the deficit, so that the deposit at any point of time remains intact as desired above. 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 as has not been 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 DUE certificate from the consignor unit of NSC. NSC reserves the right to forfeit the Security Deposit in the event of failure of transporter to produce acknowledgement copies of the L.R./lorry/ consignment notes from the consignees/non-execution of transportation work to the NSC's satisfaction.

EMD of the unsuccessful bidder will be returned to the respective parties in due course

20. EXECUTION OF THE AGREEMENT:

The agreement to which these "terms and conditions" form part of shall be in force till the job for which transporter has been engaged is completed to the entire satisfaction of NSC. **Agreement will be valid till 31 March 2015.** This can be extended depending upon the circumstances and with mutual consent of both the parties in writing, if required.

Cont'd.....

21. BOOKING OF CONSIGNMENTS, VOLUME OF WORK AND ALLOTMENT:

- i. The consignment of NSC's goods will normally contain seeds or such other goods as NSC may specify (Certification and packing material/pallets) etc.
- ii. 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 may be payable to the transporter, the latter shall pay the amount on demand from NSC without any dispute.

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 empanel one or more transporters at L-1 rate and distribute the work among them initially/ during the currency of this agreement so that, the movement of the seed is not hampered and no claim for compensation shall lie against NSC on account of such division of work. Transporter will lift the load from the stocking point as mentioned in the Job Order without claiming to increase or decrease the load as per his convenient. Loading, unloading and static/any other charges will be borne by the Transport Contractor.
- iii. All the bookings will be on "To be billed-basis". The freight charges shall be on per ton per KM basis inclusive of the loading, unloading & static/other charges. Transit Insurance will be born by NSC. Others conditions are as follows:

Cont'd.....

- (a) For all types of seed the minimum load will be 9 tons and the rate to be quoted for distance slabs i.e. 1 Km to 50 Km, 51Km to 100Kms, and 101 Km to 300 KM, 301KM to 500KM, and 501 KM & above.
- (b) 07 Tons of light seed like Sunflower, Cotton, Ground-Nut pods and other bulky vegetable seeds will be considered as full truck load of Nine Tons and for higher quantity beyond 07 Tons, the transportation charges will be paid proportionately. AM of the dispatching unit will decide about such crop and certify about this.
- (c) In the case of processing material which occupies more space due to high volume/less weight the bill will be paid on the basis of certificate given by the concerned dispatching unit Area Manager against equivalent weight of volume occupied actually by the item/quantity dispatched.
- (d) The transporter shall abide/covered by the Carriage by Road Act 2007 and any addition/amendment in the act by Ministry of Road Transport & Highway/State govt. authority from time to time, which he should ensure.
- (e) NSC does not guarantee full truck load beyond 09 Ton. However, the interest of the transporter will be considered (if possible) while issuing the Job Order for transportation of seed/packing materials/related materials.
- The transporter shall ensure that
- i) “Hooks” are not used for handling the bags.
 - ii) The trucks are covered with double tarpaulins that are perfectly water proof,leak proof and in sound condition to avoid damage by rain etc.
 - iii) The consignment is never exposed or kept open.
 - iv) Proper cleaning of trucks before loading the seed to avoid any damage has been done.
 - v) The entire transportation is made only by road and not by any other mode of transportation.
 - vi) Any damage occurred during the transit period will be borne by the transporter.

Cont'd.....

22. ARRANGEMENT OF TRUCKS AND PLACEMENT:

- a. The transport contractor shall make available the trucks and lift the consignment on intimation by concerned Area Office of NSC/issue of Job Order by NSC. It shall be ensured by the transporter through Area Manager (AM) of the concerned Sub-unit that the entire consignment under the agreement is lifted as per requirement on each occasion. In case Transporter fails to provide trucks as per the demand of AM, he will be free to make necessary arrangement for the transportation at the risk & cost of the Transport Contractor.
- b. The transporter will collect the goods from the Godowns and storage locations as required by NSC from time to time on each occasion without any extra charge.
- c. All consignment will be booked "On Owner Risk" and all LR/GN copies should be duly endorsed accordingly.
- d. Insurance No. & Name of the Insurance Company to be written on each and every LR through whom NSC has taken the Marine Insurance for Transportation of Seed and packing Materials. For non-compliance, Transporter will be held for the damages if any and the same will be recovered from him. Non-compliance may also lead to the stoppage of the payment of the transportation bill for the goods transported by him.
- e. Transporter is required to furnish the details of the truck and LR No. after lifting the consignment to NSC Pune on each occasion. Failure to do so may lead to stoppage of transportation bill of the said consignment.
- f. Transporter is expected to submit the bill within a period of 30 - 45 days from the date of lifting the quantity from the stocking/lifting point as mentioned in the Job Order. AM is also expected to submit the bills to Regional Office at the earliest days after receipt of the in order bills.

Cont'd.....

g. Transport Contractor will submit the transportation bill along with the certificate (as per clause-23) through the concerned Area Manager of the Stocking point. Area Manager will submit the said in order bill duly verified and with recommendation for payment/recovery (if any) to Regional Office enclosing the Certificate received from the transporter (as per clause-23), with a certificate that the truck has been placed as per his instruction/consultation & work has been accomplished no penalty to be levied with reference to clause No. 25 (if any recovery is due may also to be informed with reason).

23. CERTIFICATE FROM THE SUCCESSFUL TRASPORT CONTRACTOR:

Transport Contractor will have to submit a Certificate along with the Transportation Bills every time in the following manner that:

- a. The trucks/lorries placed for transportation of seed, certification/related material were properly cleaned.
- b. Hooks were not used for handing the seed bags.
- c. Transshipment of material has not been done.
- d. Materials were not exposed and were covered with water proof & leak proof double tarpaulins.
- e. Seed/Certification & related materials were transported as per the instruction of the Area Manager.
- f. Truck no. mentioned in bill for the attached LR is genuine and solely issued for the actual transportation of the mentioned material & delivered to the parties.
- g. Signature made by the party with stamp on the said LR (attached) is the proof that the consignee have received the mentioned quantity/ as per the remarks made (if any).
- h. That clause no 12 of the NIT Term & condition was followed.
- i. Consignment has not been delivered short of destination.
- j. The entire transportation was made by road only.
- k. No damage to seed/certification & packing/related material has occurred during the transit period.

Cont'd.....

1. Above statement is true of my knowledge. In case any of the said statement found to be false/untrue legal/administrative action can be taken against my/our firm as deemed fit by NSC Ltd.

24. NO TRANSSHIPMENT IS ALLOWED IN BETWEEN THE DESTINATIONS:

Transshipments of goods not allowed except for the 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 already prescribed (at his own cost).

25. PENALTY FOR DELAYED LIFTING:

If the Transport Contractor fails to lift the stocks with 48 hours of NSC's intimation through R.O/Area Offices either in writing/ telephonically, Area Manager of concerned Sub-unit shall have the right 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 for the said transportation, then the excess amount paid shall be recovered / adjusted by NSC from the amounts due to be paid to Transport Contractor and/ or from the Security Deposit at the credit of the transporter. In addition, the incidental charges at the rate of Rs. 500/- per truck may be recovered from the transporter. On receipt of L.R. from other transporter for payment by NSC on account of transporting the goods through them shall be the conclusive evident of the amount in dispute. Annual Transport Contractor will pay the excess amount either in cash or will accept recovery/adjustment made by NSC from the amount at his credit.

AM of the dispatching unit will recommend about the penalty to be imposed based on LR acknowledgement etc.

26. OCTROL, if any, paid by the transporter will be reimbursed by the Consignor on production of the relevant receipt only.

Cont'd.....

27. DELIVERY OF CONSIGNMENTS:

- 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. 1000 hrs to 1700 hrs 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. The transporter will collect the goods from the godown and storage location as required by NSC from time to time on each occasion without any extra charges. Whenever loading/unloading charges are being borne by the NSC, the same will be deducted from transport bill. Loading and unloading of the vehicle will be the sole responsibility of the Transport Contractor.
- c. If delivery beyond 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, the consignee shall not be responsible if the arrangements are not made by the consignee for taking delivery of the consignments outside the office hours or on holidays.
- d. If the consignment is delivered short of the destination or at some other destination, unless otherwise permitted by NSC in writing, NSC may not pay the freight charges to the transporter. In the case of loss, NSC will recover the same from the Transport Contractor.
- e. The transporter shall not withhold the delivery of the consignment for any reason whatsoever, and shall be solely responsible for any loss that NSC may sustain on account of such non-delivery. In the event of non delivery of the consignment at the destination, the transport contractor shall bear the entire cost of the seed and packing material in full at the NSC's prevailing general sale price along with the damages liable for payment by NSC on the consignment due to non supply of the seed to the seed user/ indenters. For other goods the transporter shall pay the entire cost of the goods and the packing materials etc.

Cont'd.....

28. PENALTY FOR LATE DELIVERY:

The transit period specified in “clause 30” may be followed. 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 delays beyond The transit period.	Penalty per day of delay per truck As per cent of the freight charges
-----	-----
i) For the delay upto 50% of the transit period or part thereof	i. 2% of the freight per truck per day of delay.
ii) For the delay beyond 50% of the transit period or part thereof	ii. 2% of the freight per truck per day of delay upto 50% of the transit period plus 10% of the Freight per truck per day on the delay beyond 50% of the transit period.

(AMs while forwarding the bills should specifically check this point & made recommendation with reasons for penalty).

29. 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 at reasonable rates 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. AM's recommendation in this case will be important.

30. CALCULATION OF DISTANCE:

For billing or payment the distance (in KMs) will be calculated on the basis of the distance given in T.T.K book. In case the destination station is not indicated in the TTK Book 2005 (currently available) the supplement distance will be worked out on the basis of road map India / States by motor able road. And if the distance for the mentioned place is not shown in the above it will be calculated on the basis of distance shown in Google map for India. The Transit period is to be calculated @ 300 KM per day.

Cont'd.....

31. PAYMENT AND INCOME TAX

a. Payment will be made by account payee cheque in favour of the transporter/through RTGS directly in the Account 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 (i.e. LR). The consignor will deduct the cost on account of shortage in the consignment, penalty for late delivery of the consignment and value of damage to the consignment before making payment to the transporter.

b. NSC reserves the right to deduct at source the income tax amount/ any other tax levied by government time to time from the payment due to the Transport Contractor according to the provisions of section 194'C' of the income tax act 1961 and rules framed there – under as in force.

32. CREDENTIAL CAPACITY OF TRANSPORTER:

The transporter to produce credential /capacity proof for handling cargo from one region to another region i.e ensure timely delivery of seeds / consignment anywhere in India.

33. TERMINATION OF CONTRACT

The terms and conditions as stated above shall be binding on the NSC and the same shall govern the transporter and their relationship. NSC shall have the right to terminate the contract at any time during its currency after giving 15 days notice to the transporter without assigning any reasons, whatsoever, and the transporter shall neither 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 provisions of any statute, 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.

Cont'd.....

34. ABRITRTION

In the event any question, dispute or difference arising under or in connection with this agreement, its implementation or its satisfaction, the same shall be referred to the sole arbitrator, who may be appointed by the chairman of NSC or by any other officer who at the relevant time is occupying the highest office in NSC. It shall be competent for the chairman or such other officer of NSC as aforesaid to act as the sole Arbitrator himself. The transporter shall have no objection that the Chairman or the Arbitrator nominated as above is a person who has or had dealt with the matter to which the contract relates or that in the course his duties has expressed views on all or any of the matter of dispute or difference. It is agreed between the parties that in the event of the Chairman or the Arbitrator nominated as above vacating the office by resignation or otherwise or refusing to act as an Arbitrator it shall be lawful for the Chairman NSC or the officer occupying the highest office in NSC at the relevant time to nominate any other person as the Arbitrator and he shall continue the proceeding from the stage at which the same have been left by his predecessor. The venue and the cost of Arbitration shall be at the discretion of the Arbitrator, it is agreed by the parties that the Arbitrator may on the request of the parties and in the interest of justice and proper determination of the dispute extend the time for making award by an order in writing conveyed to the parties. **In case of any dispute, the court of jurisdiction of the law will be at New Delhi and this agreement will be deemed to have been entered at New Delhi irrespective of the place of performance of the agreement.**

35. Tenderer must not have any relation/co-relation directly or indirectly with the employee of the NSC, its main growers/growers/dealer/distributor/custom processor/any party dealing with seed business. Any relation in this regard will lead to cancellation of tender/termination of the contract during the tour of contract. Tenderer/Contractor will not have any right to challenge the same.

36. Whenever diesel prices reached +/- 5% of the existing diesel price per litre, the revision in transportation rate shall be considered. The freight rate is subject to revise @ 0.0003 paise per kg/km for every 10 paise statutory increase/decrease in diesel price (including taxes application at Pune).

37. Rate will be valid during the entire period as mentioned in the agreement. Transport Contractor will not have any right to increase the rate during the tenure of agreement.

38. Regional Manager reserves the right to accept or reject any or all the tender without assigning any reason whatsoever

TECHNICAL BID (For Jalgaon & Nasik)

1. Name & Address of the tenderer _____

2. Name of the proprietor/partner _____
3. Valid registration number of firm
 Under Shops and Etsb. Act (Mandatory) _____
4. Valid Registration numbers of the trucks
 (Enclose List along with copy of registration) _____
5. Certificate of Registration for transportation work _____
 (under carriage of road act 2007)
6. Service Tax Reg. No.
 (Enclose Copy) _____
7. Income Tax (Form-16) & PAN No
 (Enclose copy) _____
8. Name of the Banker & Creditor limit/Bank
 Solvency certificate (Enclose copy) _____
9. Reference of transportation work (optional)
 Undertaken from
 (a) NSC
 (b) Govt experience certificate from the
 Govt. Organization for work more than
10. Capacity to place truck to lift the stock per day (specify quantity) _____
11. Number, date and amount of Demand Draft
 Enclosed as EMD _____
12. Authorization of competent authority to
 Sign this Tender document (with verified
 Photo ID and specimen signature _____

Name & Signature of the tenderer with official stamp

Place :

Date:

FINANCIAL BID (For Jalgaon & Nasik)

NATIONAL SEEDS CORPORATION LTD.
(A Government of India Undertaking-Miniratna Company)
Beej Bhavan, Market Yard, Gultekdi
Pune – 411037

The Regional Manager
National Seeds Corporation Ltd.
NSC Pune

Sub: Your open Tender Notice dated for appointment of Annual Transport Contractor 2014-15 on per Ton per Kms basis for transportation of seeds, packing & certification materials, pallets/any other related materials from the various stocking point under the jurisdiction of NSC Jalgaon & Nasik area (mentioned in the Term & condition) to anywhere within Maharashtra & outside of Maharashtra (All over India).

Sir,

We have carefully gone through the terms & conditions prescribed for entering into Contract for appointment of Annual Transport Contract. The rates will be valid during the entire period of the contract. My/our lowest and firm rates for the different slabs are as follows:

	DISTANCE (IN KM)	RATE QUOTED FOR FRIGHT in rupees per Ton per Kms basis inclusive of loading, unloading & static/other charges but exclusive of Service Tax/VAT if any.
A	1 to 50 KMs (Minimum 50Kms guaranteed)	
B	51 to 100 Kms	
C	101 Kms to 300 Kms	
D	301 Kms to 500 Kms	
E	501 Kms and above	

I / We agree with all the terms and conditions as laid down by your Corporation.

Place
Date:

Name & Signature of the tenderer with official stamp

CHECKLIST FOR THE TENDERER

1. Check that the tender is submitted in Two bid system. Separately for Technical and Financial Bid.
2. Cash receipt/DD (issued in favour of National Seeds Corporation Ltd. payable at Pune) of Rs. 525/-.
3. Cash receipt for EMD/ DD (issued in favour of National Seeds Corporation Ltd. payable at Pune) of Rs.50,000/-.
4. Undertaking in the case of T &C has been downloaded from NSC website as per clause no.-4. of the Term and Condition of NIT.
5. Undertaking that his/her firm is neither Blacklisted nor having any relationship as per the clause-10 of the Term and Condition of NIT.
6. Tender form is completely filled and not conditional.
7. Ensure that EMD money & documents are attached with Technical Bid only.
8. List of the truck owned by him (copy attached)
9. Service Tax No. (copy attached)
10. Income Tax Return (Form – 16)/ PAN No. (copy attached)
11. Registration of the firm under Shops and Establishment Act.
12. Certificate of Registration for transportation work under Carriage of Road Act 2007
13. Number of the truck owned/taken on lease (copy attached)
14. Valid registration number of the truck (copy attached)
15. Solvency Certificate issued by the bank (copy attached)
16. Capacity to place the truck in a day.
17. Authority letter (if any) must be signed by the proprietor with the official stamp with verified Photo ID and three specimen signature of the staff so authorized to take part in the tender opening process & so on.