

NATIONAL SEEDS CORPORATION LIMITED
(A Government of India Undertaking)
Beej Bhavan, Pusa Complex,
New Delhi-110012.



TENDER DOCUMENT FOR HIRING OF VEHICLES FOR NFSM
WORK AT KRISHI BHAWAN/NSC, BEEJ BHAWAN ,
PUSA COMPLEX NEW DELHI -110012

LAST DATE AND TIME FOR RECEIPT OF TENDER: 21/10/2013 on 14.00 hrs.

DATE AND TIME FOR OPENING OF TENDERS: 21/10/2013 on 15.00 hrs.

**NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
BEEJ BHAVAN, PUSA COMPLEX,
NEW DELHI-110012**

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NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
BEEJ BHAWAN: PUSA COMPLEX
NEW DELHI – 110 012.

Phone No. 011-25842209
Fax No. : 011-25841337
E-mail : gme@nsc.gov.in

No. 7(4)/NFSM/NSC-Engg./2013-14

Dated the 7th Oct, 2013

NOTICE INVITING TENDER

Sealed tenders are invited on and for behalf of National Food Security Mission (NFSM) from the Registered cab operators for hiring the vehicles who have supplied the vehicles to the Government Organizations :

Name of work	Estimated cost (in Rs.)	Cost of Tender document	E.M.D (In Rs.)	Validity of Rates
Hiring of vehicles at Krishi Bhawan/NSC, Beej Bhawan, Pusa Complex, New Delhi - 110 012	8,40,000.00	Free of cost	21,000.00	1 Year

1. EMD should be deposited in cash/demand draft in favour of N.S.C. Ltd., payable at New Delhi.
2. EMD will be forfeited, if the successful tenderer, whose rates are approved for the work, does not turn up to execute the work.
3. Rate should be quoted both in figure & words inclusive of all taxes.
4. Quoted rates should be valid for minimum period of three month from the date of opening of tender.
5. 100% Payment shall be released after satisfactory completion of journey on monthly basis..
6. Tender will be received **on 21/10/2013 at 14.00 hrs. and same will be opened on the same day at 15.00 hrs.** in presence of the tenderers, who wish to attend the tender opening.
7. Tender document can also be obtained from NSC Website i.e. www.indiaseeds.com.
8. Tender should be prepared and submitted as per instructions given at Part-B, section-1, Para 11 of the document and can be dropped in tender box personally or sent through post so as to reach within stipulated date & time.
9. Tenders received after due date and time shall be rejected.
10. The Corporation reserves the right to reject any or all tenders without assigning any reason whatsoever.

(A.K.SINGH)
General Manager (E)

**NATIONAL SEEDS CORPORATION LIMITED
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PART A

TECHNICAL SPECIFICATIONS

Terms and Conditions for engaging vehicle(s)

- (1) The bidder should be a reputed firm/contractor for providing the services of Taxis with experience of 5 years for providing the said services in Government offices/Public Undertakings and also having sound financial standing. Bidder should indicate their yearly turnover for the last three years. PAN No., Service Tax/Vat Registration No. etc. (Proof needs to be attached).
- (2) The rate quoted in response to the tender will remain unchanged till the currency of the contract. In case, the Government decides to increase/decrease the price of petrol/diesel/CNG, the NSC reserves the right to increase/decrease rate depending upon the type of fuel being used as per the prescribed formula as indicated below:

"Revision of the fare due to increase/decrease in the petrol/diesel/CNG prices shall be considered by the NSC if increase/decrease announced by the Government of India is more than 10%. In case the increase/decrease is beyond 10%, the rates shall be increased/ decreased by 1/4th of the percentage increase/decrease in the fuel prices. For this purpose, firms are bound to furnish list of petrol/diesel/CNG driven vehicles supplied by them on a monthly basis. This statement must indicate petrol/diesel/CNG vehicles separately and must be sent to NSC along with their monthly bills. In the absence of this declaration, no increase will be permissible."

- (3) The cars of 2011 onward models which are in excellent running conditions with immaculate interiors and seat covers only are to be provided. The vehicle to be supplied should be in excellent condition mechanically as well as get-up wise, i.e. outer body/upholstery etc. should be decent looking; the cars should be in good mechanical condition and conform to all the relevant standards besides being roadworthy. Cars should be fully upholstered and provided with all other necessary comforts and facilities.
- (4) The firm/contractor should designate a contact person who must have a 24 hours working telephone system so that the requirement of cars, as and when required, can be met on need even at short notice and at odd hours. The drivers should have mobile phones so that they could be contacted during duty hours.
- (5) The firm/contractor should have a well-established office and garage, located within a radius of 10-15 kms from Krishi Bhavan. The point of reporting for duty to the point of vehicle released shall be Krishi Bhavan or other such place as may be selected by the NSC/Department of Agriculture & Cooperation. The kilometre mileage for the purpose of 'vehicle run' in a month shall be a minimum of 2500 kms and for the purpose of 'hours of duty' shall be 300 hours in a month.

- (6) The duty point would be Krishi Bhavan or any other place intimated by the Department from time to time and the kilometre/mileage may be calculated for the purpose of 'vehicle run' and 'hours of duty' shall be reckoned from the point of reporting for duty by the Department and release of vehicle at the last drops of officers/officials of the Department in the evening/night and not from garage to garage or last point to Krishi Bhavan.
- (7) Hours are to be calculated from the place of reporting and place of relieving of the vehicles. The cars hired on regular basis are expected to normally remain with the Department of Agriculture and Cooperation for official use during 8.00 AM to 8.00 PM on all weekdays i.e. Monday to Friday every week, but may also be required for longer/shorter hours and also on Saturday/Sunday and other closed holidays. However, actual duty hours/days shall be specified by actual users of the vehicles. The firm will be reimbursed at agreed rates for additional kms and additional hours after completing 2500 kms & 300 hours of duty in a month.
- (8) The firm should have the capacity to repair their vehicles in the shortest possible time so that at any given point of time, the vehicles are put into service instantly, including at odd hours.
- (9) The firm/contractor will have to submit a list of all cars proposed to be supplied by them indicating their make, Registration no. model and type of fuel consumed by each car along with their letter of acceptance of this offer.
- (10) The vehicles supplied by the firm may be required to ply in NCR areas, such as NOIDA, Ghaziabad and Gurgaon and therefore, vehicle supplied should be fit to run in all such areas.
- (11) All expenses will have to be borne by the contractor in case of breakdown of the vehicle supplied. Immediate replacement of the breakdown vehicle will have to be provided. The firm/contractor shall be required to immediately provide standby vehicle in case of any breakdown.
- (12) All the charges towards repair/servicing, salary of the driver, fuel expenses, any other incidental expenses on operation & maintenance of the hired car would be borne by the firm/contractor. The NSC will not be responsible for any challan, loss, damage or accident to the vehicle or to any other vehicle or injury. The car would be insured in all respects by the firm/contractor.
- (13) All liabilities, arising out of any legal dispute, accidents, etc. shall be borne/ paid by the firm/contractor and the NSC shall not be liable in any matter whatsoever.
- (14) The car with the Driver would be placed at the disposal of Department of Agriculture & Cooperation as and when required. The Department of Agriculture & Cooperation would also be free to use the hired car in any manner for carrying officials, material etc. as per its requirements and the firm/contractor will not have any objection to it.
- (15) Vehicles supplied by the firm will be regularly inspected by nominated officers for the purpose and in case of non-compliance of any of the conditions, if brought to the notice by the users or the inspecting officer the NSC would be free to cancel the contract immediately. This is without prejudice to other stipulated terms and conditions mentioned in the contract.

- (16) The drivers of the vehicles will maintain log-sheet (Log Book) in respect of each car. The said book/sheet will have to be signed by the actual users and these will have to be sent along with bills of each car to the NSC.
- (17) The drivers of the cars should have valid driving licence from the appropriate authority and also should have sufficient experience. They should be well trained to behave with senior officers, punctual and well conversant of the routes of NCR. Antecedents/Police verification of drives will be provided by the firm to this Department before putting them on duty.
- (18) The firm will provide well behaved and well turned out drivers having thorough knowledge of road maps of Delhi/New Delhi and of NCR. The driver must carry a mobile phone in working condition, for which, no separated payment shall be made by the NSC.
- (19) Vehicles engaged on monthly basis will NOT normally be changed. Similarly, the driver will also not be changed without prior notice.
- (20) Payment of hiring charges will be made on monthly basis. The bills for the use of cars accompanied by duty slips/log books/sheets will be preferred after each completed month. The bill would be preferred vehicle-wise/officer-wise, duly certified by the officer concerned.
- (21) Actual parking charges/toll taxes/entry taxes/inter-state taxes for journeys/service taxes will be reimbursed along with the hiring charges bill. The bills raised by the firms should have all tax registration numbers printed on the bills.
- (22) The selected firm have to deposit a contract surety of Rs.21,000/- (Rupees twenty one thousand only) in the form of FDR/Bank Guarantee hypothecated to NSC which should be valid throughout the period of contract.
- (23) In the event of the contractor backing out of the contract midstream without any explicit consent of NSC, he will be liable to the recovery of the higher rates vis-à-vis those contracted rates, which may have to be incurred by the NSC on transportation of officer for the balance period of contract through alternative means. The bill amount of the month would also be forfeited.
- (24) The firm/contractor should enclose a signed copy of the terms and conditions stipulated for award of the contract, conveying his acceptance of the same.
- (25) The NSC reserves the right to cancel the contract, at any time, without assigning any reason.
- (26) No night charges will be payable.
- (27) No compromise will be made by the NSC towards punctuality, cleanliness, obedience, promptness, behaviors etc. in which case, penalties will be imposed on the firm/contractor as per details given in the Annexure. Further, if the firm/contractor fails to perform duties, as directed by NSC/Department of Agriculture & Cooperation, the security Deposit will be forfeited and contract will be cancelled forthwith without any notice.

- (28) In case a tender is selected and withdrawn from the bids without the consent of the Department, the EMD is liable to be forfeited.
- (29) All liabilities, arising out of any legal dispute, accidents, etc shall be borne/paid by the firm/contractor and the NSC shall not be liable in any matter whatsoever.
- (30) Jurisdiction for legal disputes, if any, arising during the currency of the contract, will be Delhi Courts only.
- (31) The NSC shall have the right to award the contract to more than one firm as per its requirements.

Penalty clauses

S.No.	Problems	Penalty
1.	Late arrival (a) By 10 minutes (b) Between 10-30 minutes (c) 30 minutes and beyond or does not turn up	(a) Rs.200.00 (b) Rs.700.00 (c) Rs.1200.00 In all the above cases, the officer concerned, depending upon the urgency, can hire a taxi for the day or take a taxi to reach the destination, payment of which shall be borne by the Contractor
2.	Attire/turnout of the driver (a) Inappropriate (b) Very inappropriate	(a) Rs.700.00 to Rs.1200.00 depending upon the inappropriateness (b) The driver with the vehicle will be sent back and a penalty of Rs.500.00 will be imposed. A taxi will be hired for the day and payment for the same will be borne by the contractor
3.	Unclean vehicle or seat covers/smell in the vehicle	Rs.200.00 for the 1 st day Rs.700.00 per day for the 2 nd consecutive day and beyond
4.	AC not working, malfunctioning	The contractor to provide another vehicle in an hour's time or else the office can hire a taxi for the day, payment of which will be borne by the contractor
5.	Breakdown reroute	Office to hire a taxi to reach the destination, payment to be borne by the contractor
6.	Recurrent malfunctioning/dissatisfactory vehicle condition	The vehicle will be returned. A taxi will be hired, payment of which will be borne by the contractor along with a daily fine of Rs.700.00, till such time a proper vehicle is provided
7.	Drivers poor knowledge of route	Driver to be changed by the Contractor. If the contractor doesn't change the driver in 03 days time, the vehicle will be sent back and a taxi hired, payment of which will be borne by the Contractor, along with a fine of Rs.1000.00 daily
8.	Driver's behaviour	Rs.1000.00 to Rs.2000.00 depending upon the gravity of the misdemeanour. If the misbehaviour continues then the driver will have to be changed by the contractor. If the contractor doesn't change the driver in 03 days time, the vehicle will be sent back and a taxi hired, payment of which will be borne by the contractor, along with a fine of Rs.300.00 daily

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PART-B

SECTION - I

INSTRUCTIONS TO TENDERER

1. The tenderers are advised in their own interest to carefully read the tender documents and understand their purport unless the tenderer specifically states to the contrary in respect of any particular clause, it shall be presumed that he accepts all the terms and conditions as have been laid down in the tender document.
2. **Tender must be submitted in the tender form provided in Section III of part "B" of the tender document .** The tenderer may attach additional sheets to the tender form wherever detailed description is necessary .**Only those party should tender who accepts all the terms & conditions because conditional tender may be treated as void.**
3. Erasure or alteration in the bid document should be avoided. Modification, erasure or alteration, if any, should bear the signature of the person signing the bid along with stamp of the tenderer. Any modification not so signed will be ignored and the whole tender may be treated as a void on this ground.
4. **Normally no deviation from the specification laid-down in part "A" will be accepted.** However, if the tenderer feels that he can supply the items, which shall be fulfill the requirement of NSC with different specifications, the tenderer should describe as to in that respect and to what extent the item offered by them deviates from the specification even though deviation may be minor.
5. **The tenderer should carefully note the delivery / completion period described in clause 5 of section - II.** The delivery/completion period so specified will be the essence of the contract. It would be clearly understood that any delay in delivery/completion will cause unascertainable damages to the Corporation. Only those parties should tender who are in a position to stick to the delivery / completion prescribed. Their attention is also invited to clause-13 of section-II relating to liquidated damages which shall be binding.
6. The tenderer may furnish the list of actual users of the item quoted, for the reference. Copies of purchase orders secured during last two years should be enclosed.
7. **Quotation of prices:**

Tenderer shall give a final firm and net per unit price free from all escalation. Request for increase in price will under no circumstances be considered after opening of the tender. For the purpose of comparison and evaluation of bids, the tenderers are required to quote their rate items-wise & unit wise as indicated in part- A of the tender documents and should be given strictly in a manner as indicated in the annexure-A of Section-III of the part 'B' of the tender document as under:

If the rates quoted by tenderer are exclusive of sales tax, general tax, central sales tax or any other taxes or levies, which are payable in addition, the exact rate at which they are payable should be shown clearly in the tender. In the absence of clear indication that these levies are payable in addition to the rates quoted, it will be assumed that rates are inclusive of all taxes and no extra taxes will be paid.

8 Earnest money:

- (a) By means of attaching a Demand Draft drawn on schedule Bank payable at New Delhi/Delhi in favour of NSC Ltd., OR CASH. **CHEQUE WILL NOT BE ACCEPTED.**

EMD shall be enclosed in the envelope contained in technical cum price bid.

NO ADJUSTMENT OF EMD FROM THE DUES, IF ANY, AVAILABLE WITH THE CORPORATION, AGAINST THE SUPPLIES MADE BY THE SUPPLIER IN THE PAST SHALL BE ALLOWED. TENDERS WITH SUCH REQUEST AND NOT ACCOMPANIED WITH REQUISITE AMOUNT OF EMD FREE FROM ANY ADJUSTMENT SHALL BE SUMMARILY REJECTED.

The public Sector Undertakings are also exempted for the deposit of EMD, subject to their submission of a Bond from LIC on the basis of which banks will issue Counter guarantee.

9. Tenderers are required to submit their tenders to the **General Manager (Engg.)**, National Seeds Corporation Ltd., as per the prescribed proforma given at Section-III of Part 'B' of tender document. All offers should be made in English/Hindi. Tender should be completed in all respect and should preferably be bound in one column. All pages of the tender and enclosures should be numbered consequentially and bear the signatures of the tenderer.

10. PROCEDURE FOR SUBMISSION OF TENDER: The tender should be submitted in sealed cover containing **"Technical Bid CUM PRICE BID"** that shall include technical specifications and terms and conditions of supply as per SPECIFICATION of tender document, requisite EMD and profile of the company & document as per Annexure-B of Section-III Part 'B' & other document if any addressed to **General Manager (Engg), National Seeds Corporation Ltd., Beej Bhavan, Pusa Complex, New Delhi-12** and super scribing thereon **"TENDER FOR HIRING OF VEHICLES FOR NFSM WORK "**

". TENDER NO. & DATE OF OPENING SHALL ALSO BE STATED ON THE OFFER'S ENVELOPE. THE ENVELOPE CONTAINING THE "TECHNICAL BID CUM PRICE BID" shall also be super scribed thereon "Technical Bid CUM Price Bid" as the case may be. The tenders not complying with the manner prescribed herein are liable for rejection straight away.

11. **OPENING OF TENDER:** The tenderers or their authorized representatives may attend at the time of opening of tender if they so desire.

12. Tenderers for their authorized nominee should be available at Delhi/any other specified office of the Corporation for the period for which they are asked to stay subsequent to opening of the tenders for furnishing clarifications on their offer as may deem to be necessary for the Corporation and also to participate in the price negotiations and terms of the offered bids ,if required .

13. **CONTRACTS :**

The successful tenderers shall within 15 days of having been called upon by notice to do so, be bound to execute a formal agreement as per the format given in Section -V of part "B" of the tender document, wherever the value of terms ordered is more than Rs. one lakh. The terms and conditions contained in Section-II of Part 'B' of the tender document will be considered to be part of agreement, any variation in the terms and conditions as may be suggested by the tenderer and accepted by the Corporation will be specifically mentioned in the agreement. The cost of stamping for agreement shall be borne by the successful tenderer. However, to expedite execution of the agreement, the Corporation shall purchase the stamp paper on behalf of the supplier and send typed agreement for signature of the suppliers.

The cost of stamp paper shall be recovered from the supplier payments.

14. **REFUND OF EARNEST MONEY:**

A) Unsuccessful tenderers: In case of unsuccessful tenders who do not, withdraw their offers before the receipt of final decision, the earnest money if deposited in cash or by means of a Bank Draft 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 crossed cheque drawn on a scheduled bank in India payable in New Delhi and the Corporation will not be responsible for reimbursing to the tenderers the Bank's commission for encashing the same.

B) Successful tenderers:

(i) The successful tenderers shall deposit the security money within 15 days from the date of issue of purchase order, deposit by demand draft or furnish Bank guarantee in the manner indicated in clause-3 of Section-II, Part 'B' of the tender document towards security for the due fulfillment of the conditions of the contract.

(ii) After the successful tenderer has completed formalities as stated above, the earnest money deposit will be refundable to him. No interest shall be allowed on earnest money.

15. **FORFEITURE OF THE EARNEST MONEY:**

In the event of a tenderer whose tender is received within time, withdraw his tender before the receipt of the official decision or a tenderer whose tender has been accepted and fail to execute the contract (ii) to furnish security after such acceptance is made known to him, the earnest money deposited by such tenderer shall be forfeited and in the later case the acceptance of the tender shall also be revoked. In case any other tenderer who withdraws its offer before the receipt of final decision, the earnest money deposited by such tenderer shall be forfeited.

16. **All the 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" included in Section-II of Part 'B' of tender document (General conditions of the contract.)

17. **Validity of offers:**

The tenderer shall keep their offers open for acceptance for a period of 90 days from the date of opening of the tender. In case the last date happens to a holiday, offers shall remain open for acceptance till the next working day. Tenderers with shorter validity period, subject to prior sales, immediate acceptance and any such similar conditions are liable to be rejected.

18. **Splitting of orders:**

The Corporation may decide to split the order among two or more tenderers according to exigencies of the cases.

19. **The tender should clearly indicate the name and style of the firm:** clearly indicating as to whether it is proprietorship firms, Partnership firm or company/society. The name of proprietor parties/office bearers/Directors of the firm, experience & past performance, personnel/ equipment and manufacturing facilities, and financial standing and annual report should be stated. All supporting documentary proof may be/should be furnished along with the tender, as per Annexure "B" of section III of part "B" enclosed with the tender document in the envelop of technical bid.

20. The tenderer should be enclosed a copy of current income tax return duly acknowledge by Income-tax Department in the envelope containing technical bid.

PART B

SECTION - II

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

1. Transfer and subletting: The supplier shall not sublet, transfer, assign or otherwise part with the contract to any person, firm or Company directly or indirectly or any part thereof without the previous written permission of the Corporation.

2. Indemnity: The supplier shall at all times indemnify the Corporation against all claims which may be made in respect of the said items for infringement of any right protected by patent, registration of design or trade mark provided always that in the event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the Corporation, the Corporation shall notify to the supplier of the same and the supplier shall be bound, but at his own expenses, to conduct negotiations for settlement of prosecute any litigation that may arise there from. In the event of the Corporation becoming liable to any amount on any aforesaid account the supplier shall make good the amount so payable and the expenses incurred on that behalf.

3. Security deposit: The supplier shall within 15 days from the date of issue of purchase order furnish security deposit along with agreement on non-judicial stamp paper with the Corporation to the extent of 10% of the contract price towards security for the due fulfillment of the conditions of the contract. The security deposit shall be furnished in the following manner.

A) By means of a Demand Draft on any Scheduled Bank payable in New Delhi/Delhi in favour of National Seeds Corporation Ltd., Bank Draft shall be submitted to Purchase Section in writing.

OR

B) By means of Bank guarantee as per prescribed proforma, enclosed under Section-IV of Part-B of the tender document, issued by any Scheduled Bank at Delhi/New Delhi only.

4. Inspection:

Inspection of vehicle , if necessary, shall be conducted by a team of officers nominated by NFSM.

In case the suppliers give a notice and fails to offer the vehicle for inspection on the dates fixed for this purpose, the expenditure incurred on TA/DA of the Corporation's nominee shall have to be borne by the supplier and such failure will not entitle the supplier for any claim.

5. Where sales tax is claimed and provided as payable in the supply orders. Payments of the same will not be made unless the following certificate is given along with the bill.

Certified that sales tax claimed in this bill is legally payable by purchaser and has been paid/will be paid by us to the sales tax authorities, our sales tax registration NO. _____ Central/State _____

6. Terms of payments:

100% payment shall be released on monthly basis subject to fulfillment of all terms and conditions of the contract.

7. Settlement of disputes:

All disputes in relation to the tender, the contract or the interpretation of any of their terms or implementation there-of or arising out of or concerned directly or indirectly with the contract shall be referred to the arbitration or a single arbitrator to be appointed by the Chairman-cum-Managing Director of the Corporation and in the absence of CMD, the highest Executive Officer of the Corporation shall make such appointment. The venue of arbitration shall be at New Delhi. The court of law at the New Delhi/Delhi alone will have jurisdiction in the matter of any disputes whatsoever.

The arbitrator shall have powers to enlarge time for making & publishing the award with the consent of the parties. The parties will have no objection to the appointment of the arbitrator on the ground that the such arbitrator had dealt with the matter of any earlier stage. If the claims involved in a dispute are of more than Rs.1/- lakh the arbitrator shall make a speaking award.

In case the 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 to the arbitration of one of the arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. Of India, Incharge of the Bureau of Public Enterprises. The arbitration Act 1940 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 making 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 authorised 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.

8. Corrupt Gifts & Payments of Commission:

Any bribe, commission, gift or advantages given promised or offered by or on behalf of the supplier his agents 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.

9. It is understood and agreed by the contractor that the prices charged for providing the vehicles under the contract shall under no circumstances exceed the lowest price which the contractor provide the vehicle of identical description to any other State/Central Govt./Public Sector Undertaking during the period of the contract.

(To be submitted to NSC along with the envelopes marked "Technical cum price Bid")

PART B

SECTION-III

TENDER FORM

To,

**General Manager (Engg),
National Seeds Corporation Ltd.,
Beej Bhavan , Pusa Complex,
New Delhi-110012.**

FROM:

Sir,

i) I/We _____
have read the tender documents as issued by National Seeds Corporation (hereinafter called Corporation) and hereby agree to abide by the instructions, terms and conditions contained therein.

ii) I/We agree to keep the offer open for acceptance for a period of 90 days from the date of tender opening.

i. iii) I/We also agree to extend the validity of this tender for a further period of six months from the date of placing the initial order to repeat the order on the same rates, terms and conditions for additional quantities likely to be required during the period. The repeat order will be with the prior consent of the supplier.

ii. iv) I/We offer to supply the materials as detailed in the schedule attached (Annexure-A) herewith at the rates quoted by me/us and hereby bind myself/ourselves to complete the delivery within a period of 60 days from the date of approving samples in phased manners .

Bank draft No. _____ dated _____ for Rs. _____
(Rupees _____) drawn in the name of National Seeds Corporation, New Delhi towards payment of the earnest money is enclosed.

iii. I/We note that the full value of the earnest money shall be forfeited without prejudice to any other rights or remedies if:

(a) I/we withdraw the offer before a final decision is taken on the tender provided that such a withdrawal is made within 60 days from the date of tender opening.

(b) I/we do not execute the contract documents/agreement within the stipulated period after acceptance of my/our tender is intimated to me/us.

iv. I/We also understand that until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modification, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work valid on _____.

v. I/we have read the arbitration clause in Section-I & II of part 'B' of the tender Document, relating to instructions to tenderers and general conditions of the contract and I/we hereby agree that any dispute of whatsoever nature that may arise in connection with this tender shall be decided under this agreement clause.

vi. This tender is being submitted at New Delhi and will be opened and decided at New Delhi and it is agreed that the Civil Courts at Delhi/New Delhi alone will have jurisdiction to deal with any legal proceedings that may arise in connection with this tender or subsequently.

vii. Income tax certificate valid on _____ is enclosed herewith.

viii. **Company profile in the prescribed proforma & documents indicated as given in Annexure- B of Section III of part "B" of Tender Document and duly signed & stamped the specification for the items of Part "A" and the terms and conditions of Section I & II of Part "B" contained in the Tender document is kept in a separate cover, marked 'Technical Bid'.**

ix. **Rates are quoted in the prescribed format given in Annexure "A" of Section III of Part B of Tender document and is kept in separate cover marked "Price Bids"**

x I/We have read and understood that my /our Price I bid shall be opened only if bid found qualified based on Technical bid .

xi. I/We have read and understood that in case our bid stand lowest shall only be considered if the firm is found suitable during spot verification by NSC's officers.

xii. I/We have read and understood the specification for the items and the terms and conditions contained in the Tender document and agree to abide by the same and against which the Bid is submitted in sealed cover marked **"Technical cum Price Bid"**.

(Signature & Stamp of Tenderer)

**State Legal status whether prop. Partner,
Registered Firm, Company etc.**

NOTE- " Tender Form" Section III duly filed and signed should be kept in cover mark "Technical cum price bid"

ANNEXURE 'A'

**NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
BEEJ BHAVAN, PUSA COMPLEX,
NEW DELHI-110012**

BILL OF QUANTITY

Sl. No.	Name of Vehicle	Model	Monthly basis (In Rs.)					Daily basis (In Rs.)		
			Rate Km per month	Rate Hours per month	Rate per month	Rate per KM/ above 2500 Km	Rate per hour/ more than 300 hrs.	Rate per day / 80 km or 8 hrs.	Rate per km. / more than 80 kms.	Rate per hr/ more than 8 hrs.
1.	Maruti Swift Dezire (AC)	2011	2500	300						
2.	Wagon R (AC)	2011	2500	300						
3.	Parking charges									
4.	Toll Tax									
5.	Service Tax									
6.	Others									

Signature of the Supplier

****** Please note that vehicles are required for all days including Saturday, Sunday and holidays on need basis.**

FORM FOR TECHNICAL cum price BID

**TO,
General Manager(Engg),
National Seeds Corporation Ltd.
Beej Bhavan, Pusa Complex,
New Delhi-12**

From

Sir,

Profile of our company is as under:

1. Name of the Company with complete address: - -----

Phone No: - Office -
Residence-

Fax No:-
E- Mail No:-
Mobile No:-

2 Whether proprietorship/partnership:-
Firm or company/society (a copy of Proof)

3. Name(s) of Proprietor's partners, Office: -Complete address:-
Bearers/Directors of the firm along with
Father's name and address.

Ph. No .Office /Residence :
Mobile No. :
Website /E-mail :

4. Experience and past performance on similar :-
Contract for last 2 years (copies of POs)

S. No.	Name of the Organisation	Type of vehicle	Order No./date

5. Capabilities with respect to personnel, equipment and repairing facilities with details :

(a) Full address where factory is situated:

(b) No. of Skilled Labour:

(c) No. of Unskilled Labour:

(d) Detail of Infrastructure :

(e) List of Machines/equipments with full details :

<u>Name of Machine</u>	<u>Cap.</u>	<u>Qty</u>
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6. Financial standing through latest I.T.C.C. ,: Year Turn Over
Profit/Loss
(Balance sheet and profit & loss account) copies duly
Signed by Statutory Auditor of last 3 years.

7. Sales tax registration No.

(a) State Sales tax Registration No:-

(b) Central sales tax registration No.:-

8. Income-tax Pan No. and last two years Income-tax Return:

9. (a) Name and addresses of the Bank & Branch No.:-

(b) Type of Account & Account No, :_

(c) IFS No :-

(d) Name of Account Holder

10. A undertaking on Rs 100 , Non judicial stamp paper stating that the firm is not black listed by any Govt. Department / Institution / Public Enterprises/ Undertaking and no arbitration case is lying pending with this office as on date.:-

(Signature & Stamp of Tenderer)

Check list of enclosures for Technical cum price Bids:

1. EMD
2. Certificate of registration of the firm
3. Partnership Deed if Partnership firm
Authorization for signing the bid if it is limited company or partnership firm.
4. An affidavit of ownership if proprietary firm/sole traders.
5. Income-tax Return for the current year & previous year .
6. Business performance certificate from customers for quality and timely supply preferably from Govt Organization.
7. If representative participating, letter of authorization to participate in the tender opening/negotiation of rate.
8. Affidavit certificate that not blacklisted by any Govt /semi Govt , Deptt / Organization/ institution any and arbitration case pending in this office On Rs 100 non judicial stamp paper .
9. Other document if any in support of the tender
10. Each and every pages of tender Terms& Conditions must be signed with affixing stamp of authorized signatory of tenderer.
11. Affidavit on non judicial stamp paper of value Rs 100/- that the price charged for providing vehicles on hire basis is not more than any other state/central Govt /Public Sector Undertaking during the period of the contract.

Note:- All above documents must to be furnished along with the bids for consideration the bids for technical evaluation , in absence of any of the document bid is liable for rejection .

SECTION-IV

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/ PERFORMANCE GUARANTEE

This bank guarantee executed on this _____ date of 2011 by * _____ (hereinafter called the "Bank" which expression shall include wherever permissible, its successors and assigns) in favour of the National Seeds Corporation Ltd., Beej Bhavan, Pusa Complex, New Delhi-12(hereinafter called "Corporation" which expression includes its successors and assigns at the request of M/s.** _____

(herein after called the "supplier") WHEREAS the supplier had tendered in respect of Tender No. _____ issued by the Corporation. WHEREAS the tender of the supplier has been accepted and in consequence thereof the Corporation had placed a Purchase Order for *** _____ mentioned in the Purchase Order No. _____ dated _____.

AND WHEREAS the supplier is required to deposit security with the Corporation to the extent of an amount of Rs. _____ value of the aforesaid order placed by the Corporation on the supplier, for due fulfillment of the same.

AND WHEREAS in consideration of the bank having agreed to furnish a bank guarantee to the Corporation, the Corporation has agreed to waive the necessity of the supplier making a deposit of the security amount and has accepted that in lieu thereof a bank guarantee may be furnished.

AND WHEREAS the bank has agreed to furnish the bank guarantee in lieu of security deposit.

NOW THEREFORE the bank hereby agrees and guarantees:

1. If the supplier commits any breach of any of the terms and conditions of the contract or of the purchase order and the Corporation declares that supplier has become liable to forfeiture of the security or any part thereof, the bank hereby unconditionally and irrevocably agrees and undertakes and guarantee to pay to the Corporation on demand and without demure the amount of security money stated above without making a reference to the supplier.

2. The Bank further agrees that the Corporation shall be the sole judge of and as to whether the said supplier has committed any breach and breaches of any of the terms and conditions of the contract and the extent of loss, damage costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account thereof but not exceeding the amount of security as stated above and the decision of the Corporation that the said supplier has committed such breach and breaches shall be final and binding on the bank.

3. The bank understand that it shall not necessary for the Corporation to precede against the tenderer before demanding the aforesaid amount of bank guarantee from the bank of preceding against the bank and the guarantee herein contained shall be endorse-able against the bank.

4. This guarantee shall remain in full operation up to 12 months from the date of execution. The bank undertakes not to revoke the guarantee during its currency except with the consent of the Corporation in writing and agrees that any change in the constitution of the supplier or the bank shall not discharge the liability of the bank hereunder.

5. Notwithstanding anything contained herein before the liability of the bank under this guarantee is restricted to Rs._____. The guarantee of the bank shall remain into force for the period stated above, unless the Corporation makes a claim from the bank in writing before the said period, all the rights of the Corporation under the said guarantee shall be forfeited and the bank shall be relieved and discharged from all liability hereunder.

For and on behalf of the Bank

Witness:

1.

2.

*Here fill the name of Bank with address.

**Here fill the name and address of the supplier.

*** Here fill the name of the material for which order has been placed.

SECTION-V

AGREEMENT

This agreement is made on this _____ between the National Seeds Corporation Ltd., A Govt. of India Company, incorporated under the Companies Act, 1956 and having its registered office at Beej Bhavan, Pusa Complex, New Delhi-12(hereinafter called "Corporation") which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the first party and M/s. _____ (herein after called the "supplier" which expression shall include unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the second party.

WHEREAS the "Corporation" with the intention of hiring of vehicle on and for behalf of NFSM New Delhi invited offers vide tender No. _____

AND WHEREAS the supplier submitting their tender No. _____ and upon consideration of the tender and after due deliberation, the Corporation placed Purchase Order No. _____ dated _____ with supplier for the supplies of vehicles as per specifications and No. mentioned in Purchase Order No. _____ dated _____ which shall form part of this agreement. Amendment made in the P.O., if any, shall also form part of this agreement.

AND WHEREAS the Corporation and the supplier have agreed to all the terms and conditions as contained in Section-II of Part-B of tender document, for Tender No. _____ which shall form part of this agreement.

SETTLEMENT OF DISPUTES

All disputes or differences in relation to the tender, the contract or the interpretation of any of their terms or implementation there-of or arising out of or concerned directly or indirectly with the contract shall be referred to the arbitration or a single arbitrator to be appointed by the Chairman- cum- Managing Director of the Corporation and in the absence of CMD, the highest Executive Officer of the Corporation shall make such appointment. The venue of arbitration shall be at New Delhi. The court of law at the New Delhi/Delhi alone will have jurisdiction in the matter of any disputes whatsoever.

The arbitrator shall have powers to enlarge time for making & publishing the award with the consent of the parties. The parties will have no objection to the appointment of the arbitrator on the ground that such arbitrator had dealt with the matter of any earlier stage. If the claims involved in a dispute are of more than Rs.1/- lakh the arbitrator shall make a speaking award.

In case the 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 to the arbitration of one of the arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the

Govt. of India, In-charge of the Bureau of Public Enterprises. The arbitration Act 1940 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.

No amendment or modifications in the terms of this agreement shall be considered valid unless it is in writing and duly signed by both the parties.

IN WITNESS WHEREOF both the parties have here to subscribe their signature on the date and year herein above written through authorized representatives.

For and on behalf of the supplier

**for and on behalf of the National
Seeds Corporation Ltd. New Delhi.**

Witness

1.

2.

3.

Witness

1.

2.

3