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NATIONAL SEEDS CORPORATION LTD.
(A Govt of India Undertaking-Mini Ratna Company)
681-690, MARKET YARD, GULTEKADI,
PUNE – 411037

Issuing Office.....

Admn. 1(107 L'tpt Aurangabad) /NSC: PNA/2014-15

Dated: / /2014

From,

M/s. _____

To,

Regional Manager
National Seeds Corporation Limited
681-690, Market Yard, Gultekdi
Pune – 411037

Sir,

With reference to your tender/advertisement----- dated -----
,we hereby agreed with the attached terms and conditions of the tender. Necessary documents are attached as mentioned in the Technical Bid and our quoted rates for local transportation of seed and packing materials by road from **NSC Ltd Aurangabad to MSWC/private godown in Aurangabd** and **vice-versa** on per Qtls basis (inclusive of loading, unloading and any other charges) is enclosed in the attached format of the Financial Bid.

Yours faithfully,

Date:
Place:

Signature
Name
Complete Address
Phone No.
Fax No.
E-mail
Seal

NATIONAL SEEDS CORPORATION LIMITED
(A Govt of India Undertaking-Miniratna Company)
Plot No. 681-690, Beej Bhavan, Market Yard,
Gultekdi, Pune-411037

TERMS AND CONDITIONS FOR LOCAL TRANSPORTATION OF SEED/PACKING
MATERIALS BY ROAD FROM NSC AURANGABAD TO MSWC/ PRIVATE
GODOWN IN AURANGABAD AND VICE-VERSA

1. The tenderer should thoroughly go through the terms & conditions before submitting their tender. Tender is for the financial year 2014-15, however depending upon the requirement of work & circumstances it can be allotted to the successful bidder before 01 April 2014, also.
2. Sealed tender to be submitted in the prescribed format, separately for technical & financial bid with envelopes super scribed as “**Technical bid**” and “**Commercial bid**” respectively over envelope and both the sealed bids should further be sealed in another envelope super scribed as “**Tender for Local Transport Contract at NSC Aurangabad.**”
3. Tender Form can be purchased by paying Cash of **Rs. 315/-**(inclusive of 5% VAT) from NSC Ltd Aurangabad and on the above mentioned address on all working days from **22.02.2014 to 03.03.2014 (1300hrs)**. Tender Form downloaded from NSC website www.indiaseeds.com should be accompanied with Non-refundable **DD of Rs. 315/-** (Three Hundered Fifteen Only) against the cost of Tender Form, Non-refundable drawn in favour of **National Seeds Corporation Ltd** payable at **Pune/** cash deposited in the A/c of NSC Pune/Aurangabad (enclose cash receipt).
4. Tender downloaded from NSC website www.indiaseeds.com should be accompanied with the undertaking given by the tenderer that he/she/their or his/her/their has/have not made any alteration/change in the downloaded term & condition of the tender. If any alteration 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 sealed envelope will be received at National seeds Corporation Ltd, Beej Bhavan, Market Yard, Gultekdi, Pune – 411037 up to **to 03.03.2014 by 1330hrs.** **Technical bid** will be opened **on the same day at 1430 hrs** and **Commercial bid** of only technically qualified tenderers **will be opened thereafter.**
6. Tender received after prescribed time and date shall not be accepted.
7. Tenderer should check the documents attached with the tender form as per attached checklist. Period for finalization of tender is 60 days.
8. Security Deposit of the parties which is already lying in this office will not be adjusted against this tender and the tenderers will have to submit the fresh EMD.

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9. In confirmation of acceptance of the terms and condition of the tender, the tenderer is required to sign on all the pages of the tender document and submit the same with **Technical Bid**.
10. Conditional and incomplete tender may be rejected at the discretion of NSC.
11. Transporter should submit Undertaking duly notarized that he/she/they or his/her/their firm has/have neither been **BLACK LISTED** by any Government/other agencies nor having any relation/co-relation directly or indirectly with the employees of the NSC, its main growers/ growers/ dealers/ distributor/custom processor/any party dealing with seed business.
12. Financial bid should contain only rate in the prescribed format and all other details/documents should be mentioned separately with Technical Bid.
13. The Transport Contractor will ensure that all the vehicle/truck entering into the NSC premises/engaged for transporting NSC goods (i.e. seeds/certification /related material etc) should have valid pollution control certificate and driver employed for such duties should have valid Driving License.
14. The Transport Contractor will have to inform the number of trucks owned by him with copy of the valid registration of vehicle issued by RTO. NSC may decide the capacity of the transporter for award of work & may allocate work. NSC's decision in this regard shall be binding to all bidders.
15. The Transport Contractor will be entirely responsible for obtaining the permits, sales tax forms/ any other related permit & documents (if any). NSC will not be liable to pay any charge on account of detention, storage etc enroute for want of any permit/clearance.
16. If the consignment is delivered short of the destination or at some other destination unless otherwise permitted by NSC in writing, NSC will not pay the freight charges to the transporter.
17. Service Tax and VAT will be paid by NSC.
18. **EMD:** The Transport Contractor shall deposit Rs. 10000/- (Rupees Ten Thousand only) towards Earnest Money Deposit at the time of submitting the tender. Upon acceptance of the tender by NSC, he shall also remit Rs. 15000/- (Rupees Fifteen Thousand Only) towards Security Deposit. These deposits will not earn any interest. **Tender without having the EMD Rs. 10000/- (Ten Thousand Only) will summarily be rejected.** The payment of EMD shall be made by **Demand Draft** drawn in favour of **National Seeds Corporation Ltd.** payable at **Pune**/in cash deposited at the cash counter of Pune/Jalgaon (enclose cash receipt). The EMD will be converted into Security deposit in respect of successful tenderers. Whenever the Security Deposit fall short of the stipulated amount, the transporter shall make good the deficit, so that the deposit at any

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point of time remains intact at Rs. 25000/- (Rupees Twenty five thousand Only). 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/no demand certificate from the consignor unit of NSC.

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

19. NSC does not guarantee the minimum or maximum volume of work.

20. The transporter shall ensure that

- (a) Hooks'' are not used for handling the bags.
- (b) The trucks are covered with double tarpaulins that are perfectly water proof, leak proof and in sound condition to avoid damage by rain etc.
- (c) The consignment is never exposed or kept open.
- (d) Ensure proper cleaning of trucks before loading the seed to avoid any damage.
- (e) The entire transportation is made only by road and not by any other mode of transportation

21. Rate will be valid during the entire period of contract **till 31 March 2015** as mentioned in the agreement. Depending upon the circumstances and requirement of work same can be renewed/extended with the mutual written consent of both the parties.

22. Loading, unloading and static/any other charges will be borne by the Transport Contractor.

23. **BOOKING OF CONSIGNMENTS, VOLUME OF WORK AND ALLOTMENT:**

- (a) The consignment of NSC's goods will normally contain seeds or such other goods as NSC may specify (Certification and packing material/pallets) etc.

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(b) It should be understood by the transporter that NSC's goods are of such nature that the same can be damaged in transit due to various factors and after having understood the same, the transporter shall be responsible for delivering the goods without deterioration in quality for any reasons whatsoever and to make good any loss that NSC may suffer on that account. NSC's losses are deductible from the bills of the transporter and/or from the amount of Security Deposit and while doing so the transportation charges will also be proportionately disallowed for such of the quantities reported short/damaged. In the event of NSC's loss exceeding the amount of the Security Deposit and the bills, which may be payable to the transporter, the latter shall pay the amount on demand from NSC without any dispute.

(c) NSC does not guarantee any specific volume of work at any time during the period of the agreement. The agreement itself does not confer any right on the transporter to demand that the entire work should necessarily or exclusively be entrusted to him. NSC reserves the right to 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 without claiming to increase or decrease the load as per his convenient.

(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.

24. ARRANGEMENT OF TRUCKS AND PLACEMENT:

The transport contractor shall make available the trucks and lift the consignment on intimation from the Area Office of NSC. It shall be ensured by the transporter that the entire consignment is lifted as per requirement on each occasion. In case Transporter fails to provide trucks as per the demand/instruction, AM will be free to make necessary arrangement for the transportation at the risk & cost of the Transport Contractor and the extra amount incurred on the transportation of the material will be recovered from the pending bill/security deposit of the transporter.

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25 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.

26. 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 transport Contractor 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.

27. 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.

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28. On receiving the intimation the successful tenderer will enter into an agreement with NSC within in due course of time. On refusal/non execution of Agreement by the successful tenderer, NSC reserves the right to offer the transportation work to other tenderer for the said job and forfeit the EMD deposited by the Transport Contractor at the time of filling of the Tender.

29. Transport Contractor will submit the bill through the concerned Area Manager of the sub-unit. Payment will be released to the transporter for the said bill only after the work being verified by the concerned Area Manager of the sub-unit.

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

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

TECHNICAL BID

**TENDER FORM FOR LOCAL TRANSPORTATION WORK AT NSC
AURANGABAD**

1. Name & Address of the tenderer _____

2. Name of the proprietor/partner _____

3. Registration of the Firm/organization
(Enclose copy of the registration) _____
4. Certificate of Registration for transportation work _____
(under carriage of road act 2007)
5. Valid Registration numbers of the trucks
(Enclose List along with copy of registration) _____
6. Service Tax Reg/PAN/TIN/Income Tax
(Enclose Copy) _____
7. Affidavit for not being blacklist (As per Caluse-11) _____
8. Reference of transportation work
Undertaken if any from
a. NSC
b. Govt experience certificate from the
9. Number, date and amount of Demand Draft
Enclosed as EMD _____
10. Authorization of competent authority to
Sign this Tender document _____

Place :

Date:

Name & Signature of the tenderer with official stamp

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

FINANCIAL BID

From,

To,

The Regional Manager
National Seeds Corporation Ltd.
Pune

Sub: Your open Tender Notice dated for appointment of Local Transport of Seed/Certification material Contract 2014-15 from NSC Aurangabad to MSWC/private godown in Aurangabad and vice-versa on per Qtls basis (inclusive of loading, unloading and static/any other charges).

Sir,

We have carefully gone through the terms & conditions prescribed for entering into Contract for appointment of the local transport contractor. My/our lowest rate for the under mentioned work are as follows:

Sl. No.	Nature of Work	RATE to be quoted in rupees on per qtls basis inclusive of loading, unloading & static/any other charges (both in words and figure) (exclusive of Service Tax/VAT)
01	Transportation of Seed/Certification/related material from NSC Aurangabad to MSWC/private Godown at Aurangabad and vice-versa. (rate quoted for one way)	

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

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

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) for Rs. 315/-.
3. Cash receipt for EMD/ DD for EMD (issued in favour of National Seeds Corporation Ltd. payable at Pune) of Rs.10,000/-.
4. Undertaking regarding Tender Form downloaded from Website as per clause-4 of NIT Term and Condition.
5. Undertaking regarding Non- Blacklisted and other as per clause-11 of NIT Term and Condition.
6. Tender form is completely filled and not conditional.
7. Documents are attached with Technical Bid.
8. List of the truck owned/leased by the Transport Contractor (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 (copy attached).
12. Certificate of Registration for transportation work under carriage of Road Act 2007
13. Valid registration number of the truck (copy attached)