

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

Issuing Branch.....

No.Admn.1(AT 19-20)/NSC-PNA/2019-20

Dated : 19.03.2020

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 “**Dainik Lokmat**” on 19.03.2020

I am to enclose herewith the Tender for :-

- a) For local transportation (Within Municipal Area) at Jalgaon & Aurangabad sub-units for processing related work only
- b) For local transportation (within office premises) at Amravati, Jalgaon and Aurangabad.

Kindly go through the terms & conditions and submit your valuable quotation on **13.04.2020** up to **1330 hrs** and it will be opened on the same day at **1430 hrs** at 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
for Local Transportation i.e. Within Municipal Area at Jalgaon & Aurangabad and for local
transportation i.e. within office premises at Jalgaon, Amravati and Amravati for processing &
storage related work only

1. The Tenderer should go through thoroughly the terms & conditions before submitting the tender.
2. Sealed tender to be submitted in the prescribed format, separately for technical & financial bids with envelopes super scribed as “**Technical bid**” and “**Financial bid**” respectively over envelope and both the sealed bids should further be sealed in another envelope super scribed as “**Tender for Loal Transport Contract 2020-21**.”
3. Tender Form can be purchased by paying DD / RTGS of **Rs. 1180/- (Tender cost Rs.1000/- + 18% GST Rs.180/-)** from **NSC Jalgaon / Aurangabad / Amravati** and on the above mentioned address on all working day from **19.03.2020 to 13.04.2020 (1300 hrs)**. Any Tender Form downloaded from NSC website www.indiaseeds.com should be attached with **DD of Rs. 1180/-** (One Thousand One Hundred and Eighty only) against cost of Tender Form (Non-refundable) drawn in favour of **National Seeds Corporation Ltd** payable at **Pune or the amount can be transferred to NSC SBI Account No.32919549520 IFSC Code SBIN0006117 Branch Market Yard, 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 **13.04.2020** upto **1330 hrs**. Technical bid will be opened on the same day in presence of the tenderers at **1430 hrs** and Financial bid of the technically qualified tenderers (only) will be opened thereafter on the same day.
6. Tender received after prescribed time and date shall not be accepted. Tenderer should check that the duly signed documents attached with the tender form as per attached checklist. 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.
9. In confirmation of acceptance of terms and condition of the tender, tenderer is required to sign with seal on all the pages of the tender document and submit the same with **Technical Bid**.

10. Tenderers should submit original current (issued after 19.03.2020) Undertaking on stamp paper of Rs.100/- 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. Any relation in this regard if comes into notice at any point of time will lead to cancellation of tender / termination of the contract immediately. Tenderer / contractor will not have any right to challenge the same.

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

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 having documents related to RTO Authority.

13. The transporter should inform/attach the list of number of trucks owned/leased by him with copy of the valid registration of vehicle issued by RTO with the Technical Bid. 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 final and 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. The transporter has to provide Mobile No., Fax Number as well as e-mail details so that DO letter being sent by NSC is received by him immediately after its issue.

18. GST applicable as per GST Rule.

19. EARNEST MONEY & SECURITY DEPOSITS:

The transporter shall deposit the Earnest Money / Security Deposit as per details given below :

(A) Local Transportation (Within Municipal Area) at Jalgaon & Aurangabad

S.No	Name of Unit	EMD	Security	Remarks
1	Jalgaon	Rs.10,000/-	Rs.15,000/-	EMD will be deposited at the time of submitting the tender separately for each unit. Without EMD tender will be rejected.
2	Aurangabad	Rs.10,000/-	Rs.15,000/-	

(B) Local Transportation (Within Office Premises) at Amravati, Aurangabad & Jalgaon

S.No	Name of Unit	EMD	Security	Remarks
1.	Amravati	Rs.10,000/-	Rs.15,000/-	EMD will be deposited at the time of submitting the tender separately for each unit. Without EMD tender will be rejected.
2	Aurangabad	Rs.10,000/-	Rs.15,000/-	
3	Jalgaon	Rs.10,000/-	Rs.15,000/-	

Above mentioned EMD must be submitted with Technical Bid. Upon acceptance of the tender by NSC, the tenderer shall also remit additional money of Security Deposit as stated in the above table. These deposits will not earn any interest. **Tender without having the EMD will summarily be rejected.** The payment of EMD shall be made by **Demand Draft** drawn in favour **National Seeds Corporation Ltd.** Payable at **Pune or transfer the same into NSC SBI Account No.32919549520 IFSC Code SBIN0006117 Branch Market Yard, Pune.** The EMD will also be converted into Security deposit in respect of successful tenderers as the total security deposit will be Rs.25,000/ for each unit. Letter of intent will be issued to successful tenderers for executing the Agreement within 15 days on a non-judicial stamp paper of Rs.500/- & order will be issued only after execution of Agreement. Whenever the Security Deposit fall short of the stipulated amount, the transporter shall make good 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 after receipt of his written request.

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 for One Year.** This can be extended depending upon the circumstances and with mutual consent of both the parties in writing, if required.

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.
- iii) 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.
- (iv) 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.

22. 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.

Transporter is required to submit the bill within a period of 60 days / maximum up to 75 days from the date of lifting the quantity from the stocking / lifting point as mentioned in the Job Order. Any bill submitted beyond this period may be treated as time barred and without valid reason same may not be entertained. Area Manager will submit the bills to Regional Office within 10 days after receipt of the bill.

23. ARBITRATION

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.**

24. Credential Capacity of Transporter

The tenderer has to submit the current solvency certificate (minimum amount of Rs.5.00 lacs) as per attached format at Annexure –A.

25. Rates will be valid during the entire period of contract (For One year) 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.

26 Loading, unloading and static / any other charges will be borne by the Transporter company.

27. Micro and small Enterprises that are registered with NSIC under SPRS (Single point Registration Scheme) as specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) with two years validity certificate as on date duly issued by NSIC are exempted for submitting the tender fee and earnest money deposit provided exemption for same have been indicated in the certificate.No other type of certificate is acceptable. The exemption and relaxation of tender fee and EMD is subject to the validity & acceptance of their registration certificate on the date of opening of tender. The firm has to submit a request letter for exemption of Tender cost & EMD. This facility will, however, will not be provided to those parties who are registered under the old registration scheme which were extended up to 30th June, 1981.

28. In case of any tie up in transportation charges for 2 or more than 2 parties than the decision of the Competent Authority will be final without assigning any reason thereof.

29. On receiving the intimation the successful tenderer will have to deposit Security Money and will also enter into an agreement on non-judicial notarized stamp paper of Rs.500/- with NSC within a 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 transporter at the time of filling the tender.

- 30** Transport Contractor will submit the bill through the concerned Area Manager the sub-unit. Payment will be released to the transporter for the said bill only after the work being verified by the concerned Area Manger of the sub unit. No payment will be made on Xerox copy of the LR.
- 31.** Transport Contractor will not have any right to increase the rate during the tenure of agreement.
- 32** In case it is observed that services of the contractor are not satisfactory, his service contract can be terminated at any time without assigning any reason.
- 33.** Regional Manager reserves the right to accept or reject any or all the tender without assigning any reason whatsoever

FORMAT FOR SOLVENCY CERTIFICATEDate :**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/s having
 their office at
 are regular customer of our bank. They are solvent to an extent of Rs.
 (Rupees only) The conduct of their account is good).

It is certified that this certificate is issued without any risk and
 responsibility on the part of this bank or any of it's official in any respect
 whatsoever, more particularly either as guarantor or otherwise. This certificate
 is issued at the specific request of the customer.

Signature, Name and Designation

Of issuing authority with seal)

TECHNICAL BID

1. Name & Address of the tenderer _____

2. Name of the proprietor/partner _____
3. Valid registration number of firm
Under Shops and Estb. Act (Mandatory) _____
(Enclose copy of Registration)
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. GST Reg. No.
(Enclose Copy) _____
7. Income Tax Return & 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. Fax No. & e-mail details -----
11. Capacity to place truck to lift the stock per day (specify quantity)_____
12. Number, date and amount of Demand Draft
Enclosed as EMD _____
13. 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:

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

FINANCIAL BID

(Rates for ----- Units)

The Regional Manager
National Seeds Corporation Ltd.
NSC Pune

Sub: Your open Tender Notice dated for appointment of Local Transport Contractor 2020-21 for transportation of seeds, packing & certification materials, pallets/any other related materials from the various stocking point for processing & storage related work only.

Sir,

We have carefully gone through the terms & conditions prescribed for entering into Contract for appointment of the local transportation contract. My/our lowest rates for following different Categories / Area Offices are given hereunder :-

(Rate in Rs. / Quintal)

S. No.	Nature of work	For Local Transportation (Within Municipal Area)		Local Transportation (Within Office Premises)			Remarks
		Jalgaon	Aurangabad	Jalgaon	Amravati	Aurangabad	
	Transportation of seed / certification / packing material from NSC godown to Municipal Area and vice-versa and within NSC office premises.						

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. (No.2)
2. DD (issued in favour of National Seeds Corporation Ltd. payable at Pune) of Rs. 1180/-. (No.3)
3. EMD Deposit Receipt / DD (issued in favour of National Seeds Corporation Ltd. payable at Pune) as per applicable as mentioned in para 19 of Terms & Conditions
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. Current original Undertaking duly notarized 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, signed and not conditional (Clause 8 & 9)..
7. Number of the truck owned/taken on lease (copy attached) (Clause 13)
8. GST No. (copy attached)
9. Income Tax Return (Form – 16)/ PAN No. (copy attached)
10. Registration of the firm under Shops and Establishment Act.
11. Valid registration number of the trucks (copy attached)
12. Original Valid solvency certificate issued by Bank (Rs.5.00 lacs.)
13. Capacity to place the truck in a day.
14. Fax Number & e-mail details
15. If required for exemption of EMD / Tender cost is submitted than only valid certificate duly issued by NSIC must be submitted with technical bid. No other type of certificate is acceptable.
16. 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.
17. All the above documents from S.No.1 to 16 are to be submitted in the Technical Bid only. If any of the documents mentioned above is submitted in the financial bid, the responsibility for any consequence lies with the tender party and the tender will be out rightly rejected.

18. EARNEST MONEY & SECURITY DEPOSITS:

(A) Local Transportation (Within Municipal Area) at Jalgaon & Aurangabad

S.No	Name of Unit	EMD	Security	Remarks
1	Jalgaon	Rs.10,000/-	Rs.15,000/-	EMD will be deposited at the time of submitting the tender separately for each unit. Without EMD tender will be rejected.
2	Aurangabad	Rs.10,000/-	Rs.15,000/-	

(B) Local Transportation (Within Office Premises) at Amravati, Aurangabad & Jalgaon

S.No	Name of Unit	EMD	Security	Remarks
1.	Amravati	Rs.10,000/-	Rs.15,000/-	EMD will be deposited at the time of submitting the tender separately for each unit. Without EMD tender will be rejected.
2	Aurangabad	Rs.10,000/-	Rs.15,000/-	
3	Jalgaon	Rs.10,000/-	Rs.15,000/-	