



National Seeds Corporation Limited
(A Government of India Undertaking)
Regional Office – Sheikhpura, Patna – 800014
Telephone No : 0612-2287744
Email: rm.patna@indiaseeds.com

पत्रांक- विपणन-7/प्रचार-प्रसार/एनएससी-पटना/19-20/

दिनांक: 27-12-2019

ई-निविदा सूचना

राष्ट्रीय बीज निगम लिमिटेड, पटना, वैन कैंपेनिंग (Van Campaigning) आयोजित कराने हेतु प्रतिष्ठित कंपनियों से ऑनलाइन ई-निविदा आमंत्रित करती है | ई-निविदा दिनांक 06-01-2020 , 14 :00 बजे अपराहन तक ही प्राप्त की जा सकेगी | निविदा की समस्त नियम एवं शर्तें www.indiaseeds.com, <https://indiaseeds.eproc.in> पर उपलब्ध है | निविदा से संबन्धित संशोधन यदि कोई होता है तो केवल NSC की वेबसाइट पर ही उपलब्ध होगी |

क्षेत्रीय प्रबन्धक



National Seeds Corporation Limited
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National Seeds Corporation Ltd (A Govt. of India Undertaking) Invite e-tender under two bid system for Van **campaigning**. Details and terms and condition are available on NSC website www.Indiaseeds.com, <https://indiaseeds.eproc.in>. **Bidders are required to register in our e-portal** <https://indiaseeds.eproc.in> . The bid must be uploaded by the bidders online by 06-01-2020 up to 14 :00 hrs and bid will be open on same date i.e. 06-01-2020 at 15:00 hrs.

Particular	Details
Date of Issue NIT	27-12-2019
Last Date and time for submission online Bid	06-01-2020 , 14:00 Hrs
Technical Bid Opening Date	06-01-2020, 15:00 Hrs
Tender Fee (to be submitted online)	Rs. 1000/- (Rupees One Thousand only)
EMD (to be submitted online)	Rs. 25000/- (Rupees Twenty Five thousand Only)
Contact Person	Onkar Singh, Regional Manager (09771447781) Email: mkt.nscptn@gmail.com , rm.patna@indiaseeds.com

Regional Manager

SECTION – I

INSTRUCTIONS TO BIDDER – ONLINE MODE

DEFINITIONS:

- **C1 India Private Limited:** Service provider to provide the e-Tendering Software.
- **NSCL e-Procurement Portal:** An e-tendering portal of National Seeds Corporation Limited (“NSCL”) introduced for the process of e-tendering which can be accessed on <https://indiaseeds.eproc.in>.

I. ACCESSING / PURCHASING OF BID DOCUMENTS :

- It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of NSCL. Bidders can see the list of licensed CA’s from the link www.cca.gov.in C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-8130606629 for DSC related queries or can email at vikas.kumar@c1india.com
- To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>) to have a user ID & Password which has to be obtained by submitting a non-refundable annual registration charges of Rs. 3416/- inclusive of all taxes through **online** mode. Validity of Registration is 1 year.
- The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- To participate in bidding, bidders have to pay EMD (refundable) as per the amount mentioned in the tender document online through NEFT/RTGS after generating E-challan from <https://indiaseeds.eproc.in>.
- To participate in bidding, bidders have to pay Tender Processing Fee of Rs. 570/- inclusive of all taxes (Non-refundable) through online mode (internet banking/debit card/credit card).
- The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
- Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- For helpdesk, please contact e-Tendering Cell and Help Desk Support MondaytoFriday Ph: **0124-4302033/36/37, nsclsupport@c1india.com.**
 - It is highly recommended that the bidders should not to wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither M/s National Seeds Corporation Limited nor M/s. C1 India Pvt. Ltd will be responsible for such eventualities.
 - For helpdesk, please contact e-Tendering Cell and Help Desk Support.

II. PREPARATION & SUBMISSION OF APPLICATIONS:

- Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be submitted compulsorily online mode following the instructions appearing on the screen / NIT.
- Vender can pay tender document Fee as per tender document online through Internet Banking / Debit Card / Credit Card.
- A Vendor manual containing the detailed guidelines for e-tendering system is also available on the portal.

III. MODIFICATION / SUBSTITUTION / WITHDRAWAL OF BIDS :

- The Bidder may modify, substitute or withdraw it's e-bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the NSCL, shall be disregarded.
- For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw it's e-bid.

IV. OPENING AND EVALUATION OF APPLICATIONS :

- Opening of Applications will be done through online process. However, Corporation reserves the right for evaluation and decision based on tender submitted online.
- NSCL shall open documents of the Application received in electronic form of the tender on the Application due date i.e. in the presence of the Applicants who choose to attend. NSCL will subsequently examine and evaluate the Applications in accordance with the provisions set out in the Tender Document.
- The price bid will be opened of the responsive applicants. The date of opening of price bid will be notified later on.

V. DISCLAIMER :

- The vender must read all the instruction in the RFP and submit the same accordingly.

Section-II
TERMS AND CONDITIONS OF THE TENDER

1. **SUBMISSION OF OFFER:** - Offer must be submitted through online mode. **Only that party should participate in tender who accepts all the terms & conditions and any conditional tender may be treated as null and void.**
2. **QUOTATION OF PRICES:** -
Tenderer shall give the rates per unit or as required in financial bid, in words as well as in figures. The rates should be quoted for the offered items **including GST**, and other charges.
3. **EARNEST MONEY:-**
Each offer should essentially be accompanied by **Earnest Money of Rs. 25,000/- (RUPEES TWENTY FIVE THOUSAND ONLY)**, by only online i.e Internet banking/ E-chalan, Debit Card, Credit Card etc.
4. **DEADLINE FOR SUBMISSION OF TENDERS:** - Tender must be submitted through online mode on or before 06-01-2020, at 14:00 hrs.
5. **OPENING OF TENDER:** - The purchaser/Corporation will open tenders, through online in the presence of tenders' representatives who wish to attend at specified time & date in the NSC Regional office, Patna.
6. **CLARIFICATION OF BIDS:** - To assist in the examination, evaluation and comparisons of tenders, the purchaser may at its discretion, ask the tenderer for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.
7. **FORFEITURE OF THE EARNEST MONEY:** - Earnest Money may be forfeited.
If a tenderer withdraws its tender during the period of Tender validity specified by the Tenderer on the Tender Form or withdraws the tender before awarding of the tender or after the prescribed date and time for depositing (submitted) of Tender, the EMD will be forfeited without giving any prior notice.
8. **DISPUTES or DIFFERENCES:** - All disputes or differences that may arise in connection with this tender or the interpretation of any of its terms or in any other way related to this tender directly or indirectly shall be referred to arbitration in accordance with the clause relating to "settlement of disputes".
9. **VALIDITY OF OFFER:** The tenderer shall keep their offers open for **acceptance for a period of minimum 120 days or Up to 31 March-2020 from the date of opening of the tender, and may be continued after mutual consent of both parties.** In case the last date happens to a holiday, offers shall remain open for acceptance till the next working day.
10. **AWARD CRITERIA:** - The purchaser will award the contract to the successful tenderer whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
11. **PURCHASER's/ CORPORATION's RIGHT TO VARY QUANTITIES:** - The Purchaser / Corporation reserve the right to increase or decrease the quantity as per requirements without any change in price or other terms & conditions.
12. **Job Orders will be issued on need basis as per requirement.**
13. **The starting point for Van campaign will be as per this office route plan provided and the end point of campaign will be the last point where the campaign terminates in that particular trip or as per this office termination**
14. **PURCHASER's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:** -
The Purchaser/Corporation reserves the right to accept or reject any tender and reject all tenders any time, without thereby, incurring any liability to the affected tenderer or Tenderer's or any obligation to inform the affected tenders of the grounds for the purchaser's action.
15. **NEGOTIATION:** - There shall normally be no post tender negotiation. If at all

negotiations are warranted under exceptional circumstances then it can be with L-1 (lowest tenderer) only.

16. **SPLITTING OF ORDERS:** - The Purchaser /Corporation may decide to split the order among two or more tenderer according to exigencies of the cases at L-1 rate.
17. **Transfer and subletting:** - The tenderer 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.
18. **Indemnity:-** The tenderer 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 tenderer of the same and the tenderer shall be bound at his own expenses, to conduct negotiations for settlement or prosecute any litigation that may arise there from. In the event of the Corporation becoming liable to pay any amount on any aforesaid account, the tenderer shall make good the amount to NSC so payable and the expenses incurred on that behalf.
19. The Tenderer shall prepare the Tax invoice in the name of NSC Ltd., Patna in duplicate & submit the same along with the proof of completion of the service. If these documents not enclosed with the invoice, the payment of such service will be withheld till submission of documents through the service has made by the tenderers. **After bill submission as per details given above, 100% payment shall be released (Subject to work allotted should be satisfactorily completed).** The Bill/ Invoice should essentially be accompanied with a Certificate incorporating that the service has made in satisfactory manner . The GST No. should be invariably indicated in the invoices.

20. DEFAULT & RISK PURCHASE:-

- (a) Should the Tenderer fail to have the delivery as aforesaid, or should the Tenderer in any manner or otherwise fail to perform the contract or should it fail to complete the supply in time according to the specifications or should it have winding up order made against it or make or enter into any arrangements or composition with its creditor or suspend payments (or being a company should enter into liquidation either compulsory or voluntary) the Corporation shall have power under the hand of CMD to declare the contract at the end at the risk and cost of the supplier in every way. In such case supplier shall be liable for any liquidated damages for delay as above provided and for any expenses, losses or damages which the Corporation/purchaser may be put incur or sustain by reason of, or in connection with supplier's default.
 - (b) The cancellation of the contract may be either for whole or part of the contract at Corporation's option. In the event of the Corporation/Purchaser terminating this contract in whole or in part, it may procure upon such items and in such manner as it deems appropriate supplies similar to these so terminated and the supplier shall be liable to the Corporation for any excess cost for such similar supplies provided that the supplier shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- 21. Force majeure:-**
- a) Notwithstanding the provisions of tender form, the Tenderer shall not be liable for forfeiture of its Security Deposit , liquidation damages or termination for default, it and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force majeure mentioned therein below.
 - b) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Corporation

/Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, rain touched, lacking luster, damage during transportation, quarantine restrictions and freight embargoes.

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

22. 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/tender shall be referred to the Sole arbitrator to be appointed by the Chairman-cum- Managing Director of the Corporation/ purchaser 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 arbitrator had dealt with the matter of any earlier stage.

23. Refund of Security Deposit:

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

24. Corrupt Gifts & Payments of Commission:

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

25. Further terms and conditions if any will be informed at the time of opening the tenders.

26. Designing will be done by the supplier in consultation and prior approval with the purchaser and there will be no any extra charges for the designing.

27. Rate offered should be in inclusive of all taxes.

Signature & Seal of the Party

National Seeds Corporation Limited
(A Govt. of India Undertaking)
Regional Office: Patna

Technical Bid

Name & Address of the Firm	
Certificate of registration of the firm	
Partnership Deed if Partnership firm	
Authorization /Resolution for signing of bid if it is limited company or partnership firm	
An affidavit of ownership if proprietary firm/sole traders	
A copy of PAN No	
IT Return 2017-18	
IT Return 2018-19	
Copy of GST Registration No	
Business performance certificate/Experience Certificate	
Affidavit certificate that not blacklisted and no arbitration case pending in this office	

National Seeds Corporation Limited
(A Govt. of India Undertaking)
Regional Office: Patna

FINANCIAL BID-1
(For Jeep Campaign)

From:

M/s. -----

To:

Regional Manager,
National Seeds
Corporation Ltd., Patna.

Sir,

With reference to your enquiry / advertisement in published on dated..... here by quote our most competitive offer for **Van Campaigning** as per the Terms and Conditions provided by you. The particulars of offer are given below:-

S. No.	Particulars	Qty.	Days	Rate (Rs.)
1.	Vehicle rental (Including driver DA, Audio System, Vehicle Handling, Driver calling report etc.)	1	30	
2.	Vehicle Fabrication (Hut Shape) Frames, Fitting, Printing on flex and sticker etc.	1 no.	--	
3.	Fuel Charges/KM (100 km per day and minimum 3000 km running in 30 days)	1 km	--	

*The rates given should be inclusive of all taxes.

Your's faithfully

Dated:.....

Place

Signature

Name :

(Complete address):

Phone No:

E-mail :

Seal

AGREEMENT

This agreement is made on this _____ between the National Seeds Corporation Ltd., A Govt. of India Company, (Regional Office, Bhopal) 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 purchasing the materials 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 items/materials as per specifications quantities and No. mentioned in Purchase Order No. _____ dated _____ which shall form part of this agreement. Amendment made in the A.O/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 Managing Director of the Corporation and in the absence of MD, 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 as per provisions of Arbitration Act, 1996.

No amendment or modifications in the terms of this agreement shall be considered valid unless NSC conveys it in writing.

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,

Witness

Witness

**1.
(Id Proof like Aadhar/Voter Card/or Govt. Id.)**

1.

**2.
(Id Proof like Aadhar/Voter Card/or Govt. Id.)**

2.