




पत्रांक- III/वैन कैम्पैन / विपणन /एनएससी-चंडीगढ़/21-22/

दिनांक: 03.01.2022

ई-निविदा सूचना

राष्ट्रीय बीज निगम लिमिटेड, मोहाली प्रचार - प्रसार हेतु वैन कैम्पैन के लिए प्रतिष्ठित कंपनियों से F.O.R. station basis पर ऑफलाइन ई-निविदा आमंत्रित करती है | ई-निविदा दिनांक 24.01.2022 को 01 :00 बजे अपराह्न तक ही प्राप्त की जा सकेगी | निविदा की समस्त नियम एवं शर्तें www.indiaseeds.com पर उपलब्ध है | निविदा से संबन्धित संशोधन यदि कोई होता है तो केवल NSC की वेबसाइट पर ही उपलब्ध होगी |

क्षेत्रीय प्रबन्धक

  	<p align="center">NATIONAL SEEDS CORPORATION LIMITED (A GOVT. OF INDIA UNDERTAKING – MINIRATNA COMPANY) (CIN NO: U 74899 DL 1963 GOI 003913) PLOT NO. 24, INDUSTRIAL AREA, PHASE – 9, MOHALI – 160 062 (PHONE) 0172-2214388/2215388 Email: rm.chandigarh@indiaseeds.com</p>
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पत्रांक- III/प्रचार-प्रसार-1/ विपणन /एनएससी-चंडीगढ़/21-22/

दिनांक: 03.01.2022

National Seeds Corporation Ltd (A Govt. of India Undertaking) invites NIT in two bid systems for publicity through Van Campaigning. The details and terms and condition are available on NSC website www.indiaseeds.com. The bid must be submitted offline by the bidders by 24.01.2022 up to 01:00 PM and bid will be open on same date i.e. 24.01.2022 at 02:00 PM.

Particulars	Details
Date of Issue of NIT	03.01.2022
Tender document downloading end date	24.01.2022
Date and time for submission of Offline Bid	24.01.2022, 01:00 PM
Technical Bid Opening Date and Time	24.01.2022, 02:00 PM
Tender Fee (to be submitted via NEFT/RTGS/DD only)	Rs. 1180/- (Rupees One Thousand and Eighty only)
EMD (to be submitted via NEFT/RTGS/DD only)	Rs. 10,000/- (Rupees Ten- Thousand Only)
Contact Person	National Seeds Corporation Limited, Chandigarh Contact no. 0172- 2214388, 2215388 Email: rm.chandigarh@indiaseeds.com / chandigarhnsc@gmail.com

The Bank details of NSC for deposition of Tender fee and EMD amount are as below:

Name: National Seeds Corporation Limited
Branch: State Bank of India, Phase XI, Mohali (Punjab)
Account No.: 32919441606
IFSC Code: SBIN0031859

Regional Manager

Section-I
TERMS AND CONDITIONS OF THE TENDER

1. **SUBMISSION OF OFFER:** - Tender must be submitted in two bid systems (1. Technical Bid and 2. Financial Bid) for publicity through Van Campaigning and must be submitted before the cutoff date and time at RO Chandigarh only. The Technical and Financial Bid shall be submitted in separate envelop clearly marked on the Top Right corner along with the Tenderer name and address. Both the envelop (i.e. Technical Bid and Financial Bid) should be submitted in one envelop. No tender will be accepted after the cutoff date and time. Only that party should participate in tender who accepts all the terms & conditions and any conditional tender may be treated as null and void.
Note: The offer should strictly conform to the tender description.
2. **QUOTATION OF PRICES:** Tenderer shall give the rates per van or as required in financial bid, in words as well as in figures. The rates should be quoted for the offered items on the basis of F.O.R. station basis (Punjab and Haryana) including GST, fabrication, sound system etc.
3. **EARNEST MONEY:** Each offer should essentially be accompanied by Earnest Money of Rs. 10,000/- (Rupees Ten Thousand Only), by online/offline mode i.e. NEFT/RTGS/DD.
Exemption of earnest money deposit for Indian Manufacturers which are registered with NSIC under Single point registration scheme, Indian manufacturers/suppliers who are Micro small medium Enterprises (MSME) small scale units and registered with National Small Industries Corporation under single point registration scheme are exempted from payment of earnest money deposit provided to furnish photocopy of valid registration with NSIC under the single point registration scheme, for the quoted stores in support of claim along with their request letter. Offers of the firms other than (MSME) small scale industries as defined above not accompanied by EMD will be summarily rejected. 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.
4. **DEADLINE FOR SUBMISSION OF TENDERS:** - Tender must be submitted through offline mode on or before 24.01.2022, by 01:00 PM.
5. **OPENING OF TENDER:** - The purchaser/Corporation will open tenders, offline in the presence of tenderers' representatives on 24.01.2022 at 02:00 PM in the office of National Seeds Corporation Limited, Plot no. 24, Industrial Area Phase 9, Mohali (Punjab) 160062.
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:** - In case any dispute arises between NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding. In case dispute remains even after discussions, then it shall be binding upon parties to resolve the issue under the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time. Under this provision, the Chairman-cum-Managing Director, National Seeds Corporation Limited with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through arbitration before going to court of law. The arbitration shall be conducted at New Delhi and shall in English Language. The court of Delhi shall have the jurisdiction.
9. **VALIDITY OF OFFER:** The tenderer shall keep their offers open for acceptance up to upto 180 days from the date of opening. The tender may be continued after mutual consent of both the parties.
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/ 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. Purchase Orders will be issued on need basis as per requirement and quantity can be increased or decreased as per requirement. The printing design can be multilingual preferably in Hindi, English or Punjabi as per requirement.
13. **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.
14. **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 party (lowest tenderer) only.
15. **SPLITTING OF ORDERS: -** The Purchaser /Corporation may decide to split the order among two or more tenderers according to exigencies of the cases at L-1 rate.
16. **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.
17. **CARTEL FORMATION: -** Whenever all or most of the firms quote equal & identical rates and if cartel formation is suspected NSCL-reserves the right to place order on one or more firms with the exclusion of the rest without assigning any reasons thereof. However, in Tenders, where cartel formation is suspected, the purchaser will be free to distribute the ordering quantities in any manner deemed fit in the interest of the corporation. In case there is any cartel formation observed National Seeds Corporation Limited, reserves the right for cancellation of the tender without specifying any reasons thereof and the firm involved in the cartel formation will be debarred from participating in any tender at National Seeds Corporation Limited.
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. **PAYMENT: -** The Tenderer shall prepare the Tax invoice in the name of NATIONAL SEEDS CORPORATION LIMITED in Triplicate & submit the same along with the proof of execution of work in respect of each consignment, duly acknowledged by NSC representative. If these documents not enclosed with the invoice, the payment of such quantities will be withheld till submission of documents. After bill submission as per details given above, 100% payment shall be released (Subject to work allotted should be satisfactorily completed). 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:** In case any dispute arises between NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions, then it shall be binding upon parties to resolve issue under the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time. Under this provision, the Chairman-cum-Managing Director, National Seeds Corporation Limited with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall in English Language. The court of Delhi shall have the jurisdiction.
23. **Refund of EMD/Security Deposit:** The EMD/Security Deposit will be discharged by the Corporation/purchaser and returned to the successful 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. The EMD of the unsuccessful tenderers shall be refunded within one month from the opening of the tender.
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 tenderer in consultation and prior approval with the purchaser and there will be no any extra charges for the designing, the designs can be made in multi-lingual and all the design files in CDR format and PDF format has to be submitted by supplier in a PEN DRIVE along with material supplied, the payment of the items shall be released only after submission of the design copies.
27. Rate offered should be in inclusive of all taxes.
28. **Penalty for delays in supplies during delivery period:** The material should be supplied as per the cut-off date mentioned in the Purchase orders issued by National Seeds Corporation Limited, or within the 07 days (Maximum) from the date of issuance of Purchase Order, whichever is earlier. In case of failure on the part of supplier to arrange the supplies as per the delivery schedule, the purchaser reserve the right for forfeiting the EMD/security amount and blacklisting the party from participating in any tender in NSC up to 5 Years.

Signature & Seal of the Party

NATIONAL SEEDS CORPORATION LIMITED
(A Govt. of India Undertaking)
Regional Office: Mohali

Technical Bid Form

1.	Name & Full Address of the Firm	
2.	Contact Details of the Responsible/ authorized person (Email Id & Contact No.)	
3	Tender Fee Details	
4.	EMD Details	
5.	Certificate of registration of the firm	
6.	Partnership Deed if Partnership firm	
7.	Authorization /Resolution for signing of bid; if it is limited company or partnership firm	
9.	An affidavit of ownership; if proprietary firm/sole traders	
10.	PAN No	
11.	Copy of IT Return FY 2019-20/2020-21	
12.	Copy of Balance Sheet along with Profit and Loss statement for FY-2019-20/2020-21	
13.	GST Registration No	
14.	Business performance certificate / Experience Certificate, if any	
15.	Affidavit certificate that not blacklisted and no arbitration case pending in this office in the prescribed format (Affidavit-I)	
16.	Valid MSME/NSIC certificate	
17.	Each and every page of the NIT shall be digitally signed by the party and submitted online (Except for Financial Bid, to be filled online only)	

Note: The serial no. 3-17 as above shall be supported with valid documents, submitted along with Technical Bid form.

Signature & Seal of the Party

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

FINANCIAL BID
For Van Campaigning

(To be submitted in separate envelop)

From:

M/s. -----

To:

Regional Manager,
National Seeds Corporation Ltd.,
Plot No. 24, Industrial Area Phase 9
Mohali (Punjab)

Sir,

With reference to your advertisement published on dated We are hereby quoting our most competitive offer as given below, as

Sr. No.	Particulars	UOM	Rate (Rs) on FOR Punjab & Haryana inclusive of all taxes		Total cost of 1 Van for 20 Days (Inclusive of all taxes)	Remarks
			(In Figures)	(In Words)		
1	Tata Ace Vehicle rental including driver DA, Audio System, Vehicle Handling, Driver calling report etc.(inclusive of all charges) (4 No. of Vehicle)	Per Day				
2	Vehicle Fabrication Charges (Hut Shape) Frames, fitting, printing on star flex and sticker etc.	One Time (Fixed)				
3	Fuel Charges/KM (Approx 2000 KM for 20 days)	Rs. Per KM				
4	Any Other					

*The rates given should be inclusive of all taxes for one van as per the details given

Yours faithfully

Date:

Place:

Signature

Name:

(Complete address):

Phone No:

E-mail:

AGREEMENT

This agreement is made on this _____ between the National Seeds Corporation Ltd., A Govt. of India Company, (Regional Office, Chandigarh) incorporated under the Companies Act, 1956 and having its registered office at Beej Bhawan, 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

In case any dispute arises between NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions, then it shall be binding upon parties to resolve issue under the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time. Under this provision, the Chairman-cum-Managing Director, National Seeds Corporation Limited with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall in English Language. The court of Delhi shall have the jurisdiction.

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.

AFFIDAVIT CERTIFICATE-1

I, _____(Name, Designation and Address) hereby declares that my firm / Company has not been debarred/ black listed by any of the Govt. Department / Govt. Agencies where I had supplied the goods during the last _____ years and also no arbitration case pending in NSC office.

Name _____

Designation _____

Name of the Firm/Company _____

Full Address _____

Rubber Stamp _____

Place: _____

Dated: _____