

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

REGIONAL OFFICE

22-C, SIDCO INDUSTRIAL ESTATE

AMBATTUR, CHENNAI-600 050

(CIN NO: U74899DL1963GOI003913)



**TERMS & CONDITIONS OF TENDER CONTRACT FOR
SUPPLY OF LEAD SEAL
FOR THE YEAR 2021-22**

TENDER SHOULD BE SUBMITTED IN ONLINE ONLY

DATE/ TIME OF DOWNLAODING THE TENDER	: 09.02.2022
DATE / TIME OF CLOSING OF TENDER	: 16.02.2022 / 14.00 Hrs.
OPENING OF TENDER (TECHNICAL BID)	: 16.02.2022 / 14.30 Hrs.
OPENING OF TENDER (FINANCIAL BID)	: IMMEDIATELY (After Evaluation of technical Bids)
COST OF TENDER FORM (Nonrefundable)	: Rs.1180/- (Inclusive of GST 18%)

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NATIONAL SEEDS CORPORATION LIMITED

(A GOVT. OF INDIA UNDERTAKING MINIRATNA COMPANY)

REGIONAL OFFICE: CHENNAI

(CIN NO: U 74899 DL 1963 GOI 003913)

NOTICE INVITING E-TENDER

4(4)/PRODN/ NSC-CHN/2021-22

Dated: 08.02.2022

National Seeds Corporation Limited, Regional office, Chennai invites short term e-tender for purchase of Lead Seal through e-tendering on F.O.R Tamil Nadu basis.

Particulars	Details
Name of the tender	Supply of Lead Seal
Quantity Required	1000 Kgs
Date of issue of NIT	09.02.2022
Tender Document Download Start Date/time from website https://indiaseeds.eproc.in and www.indiaseeds.com	09.02.2022
Tender Document Down load End Date/time	16.02.2022 (Till 14.00 Hrs.)
Date and time for submission of online bid	From 09.02.2022 to 16.02.2022 Till 14.00Hrs
Date and time of opening of Technical Bid and Price Bid via Online mode at NSC, RO Chennai.	16.02.2022 at 14.30 Hrs.
Tender Fee(To be deposited online)	Rs. 1180.00 (One Thousand one hundred Eighty only) inclusive of GST 18%
EMD (To be deposited online)	Rs. 10000/- (Rupees Ten Thousand only)
Clarification required if any the Contact Person is Production Officer during working days in workinghours	Production Officer Email:nscchennai.prodn@gmail.com Ph.044-26256192 Mobile:8870686166

1. Tender without EMD and cost of tender (to be deposited through online) will be rejected.
2. NSC reserves right to make any alteration /modification in the tender documents or cancel the tender at any stage without assigning any reason.
3. Any changes in the tender documents will be informed through corrigendum only in e-procurement portal and our website www.indiaseeds.com

Sd/-

Regional Manager

PART – A.

SECTION-I

INSTRUCTIONS TO THE TENDERES / 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 Monday to Friday 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.

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.

PART –B

NATIONAL SEEDS CORPORATION LIMITED

(A GOVT. OF INDIA UNDERTAKING MINIRATNA COMPANY)

REGIONAL OFFICE: CHENNAI-600050

(CIN NO: U 74899 DL 1963 GOI 003913)

INSTRUCTIONS AND TENDER TERMS & CONDITIONS FOR PURCHASE OF LEAD SEAL

SPECIFICATION FOR LEAD SEAL

- **SIZE** The lead seal shall be made from high quality pure lead and will be round in shape a diameter of 12.5 mm as per ISI standards.
 - **WEIGHT** The weight per 1000 seal shall be approximately 2.5 Kgs. variation in weight to the extent of Plus or Minus 5 % would be admissible. Variation over 5 % will not be accepted.
 - **PACKING** Packing should be in small gunny bags/Thick Polythene Bags. Each packet containing seals (2.5 Kg. Approximately) by weight.
 - **EMD** The EMD of Rs.10000.00 is to be deposited in online mode only.
 - **SAMPLE** A sample of 50 lead seals from the proposed supplies must have to reach **RO NSC Chennai** before opening of tender, failing which the tender may not be considered.
 - **RATE** Rate should be quoted for 1 Kg. lead seals on F.O.R Tami Nadu basis including GST and other taxes as applicable.
- NOTE** Quantity mentioned in the tender notice can be increased or decreased depending upon the actual requirement. The Corporation reserves the right to accept / reject all or any tender without assigning any reason.

1. The National Seeds Corporation India Ltd. Chennai (hereinafter called the consignor) invites e-tender for the Supply of **1000 kgs** of Lead Seal on F.O.R Tamil Nadu basis through e-Tender.
2. Tenders are invited under two bid systems 1) Technical Bid 2) Financial Bid from a reputed and experienced companies/firms or organizations.
3. Tender form can be downloaded from www.indiaseeds.com but after downloading tender document, cost will mandatorily paid through online i.e. RTGS/NEFT.
4. The tenderers are clearly advised to go through the terms & condition carefully before filling the tenders. National seeds Corporation India Ltd, Chennai, will not be responsible for any mistakes/error committed by the tenderers in filling of the tenders.
5. The tenderers are required to deposit the fixed amount of EMD Rs.10000/- through e-procurement portal with the Technical & Commercial Bid. The Tender without EMD will be rejected.
6. The MSME's registered companies are exempted to pay the required EMD subject to valid documentary proof of registration with NSIC.
7. Rate shall be quoted in rupees (`) Per Kg on FOR basis, The rate shall be all inclusive of all taxes etc and no other claim on taxes etc if any shall be entertained.
8. In Case L-1 party is not in position to supply the required quantity as per NIT, NSC may split order to L-2, L-3 parties and so on, at L-1 Rate on merit basis.
9. The supplier's offer shall be valid at least for 180 days. Delivery of the entire quantity must be completed within 15 days of NSC's final confirmation/supply.
10. EMD of unsuccessful tenders will be refunded within 30 days after finalization the tender
11. Financial bid will be opened for those parties only who qualify in technical bid.
12. Terms and Condition should be mandatorily signed by the authorized signatories of the Firm/company or organization and further it will become the part of Agreement.
13. All the details pertain to Technical and Financial Bid should be submitted only through e – procurement portal.
14. All the required documents must be attached as per the format of technical bid. The successful bidder shall submit/deposit interest free Security Deposit @5% of total value. EMD of the successful bidder may be adjusted in the security amount. Failure to submit the security deposit will imply forfeiture of EMD. The successful bidder shall at his own cost execute an Agreement with NSC on non- judicial stamp paper of required value (` 100/-) for arranging the supply as per these Terms and Conditions and dully signed each copy/page of the Terms and Conditions shall be submit to NSC along with the Security Deposit.
15. The party who is under litigation with NSC or arbitration case pending in this office or has issued / got issued a legal notice in the past shall not participate in the tender.
16. Bidders must have to upload a certificate that he is not black listed from NSC or any other Central/state Govt. or other organization on non-judicial notarized stamp paper of

required value (Rs. 100/-).

17. Conditional offers shall not be accepted and the tender shall not be imposed any additional term / condition. All the terms and condition must be signed by the participants and *uploaded online*.
18. **Failure to deliver less than 90% of approved quantity by NSC shall entitle NSC to impose penalty @ 10 % of the value of the shortfall in the supply at the rate agreed to. The penalty for short supply will remain at 10% of the value of the quantity not supplied against 90 % benchmark. For deliberate delayed supplies, penalty of Rs.2/- per day per 100 kg may be charged. The packets shall be packed as per GOI guidelines requirement at the supplier's premises at his cost and expense.**
19. The packets shall be packed as per GOI guidelines requirement at the supplier's premises at his cost and expense.
20. Bidder fail to arrange the supply as per the Terms & Conditions will entitle NSC to cancel the order and arrange from the next party in the tender at the cost and risk of the defaulting bidder.
21. NSC may increase / decrease the final requirement from the quantity in the NIT. The quantity of purchase can be increased up to 100%. NSC may issue **repeat orders** at the final rates if require at the same terms and condition.
22. 100% payment will be released through online mode within 45 days after the receipt of challan / GR from Area Office along with required credentials.
23. In the event of any dispute / complaint with reference to the quality, if the responsibility of the supplier has proved / established, he shall bear the loss / damage, if any, sustained by NSC to the relevant extent. The bidder shall, at his cost, take back part or full quantity of such stock proved defective on receipt by NSC / delivery to NSC.
24. NSC reserves the right to accept / reject any or all the tenders without assigning any reason what so ever.
25. In case of any dispute arises between NSC and other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, disputes remains even after discussions, then it shall be binding upon parties to resolve issue under the provisions of Arbitration and 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 be in English Language. The court of Delhi shall have the jurisdiction.
26. NSC shall not be responsible for fluctuation of the market rate of the ordered quantity. The bidder shall be required to supply the lead seal at agreed rate only. The agreement can be terminated at any time due to non-performance of any of the terms & conditions of the agreement to the satisfaction of the Corporation.
27. The NSC reserves the right to accept or reject either in full or part of the tender or all the

tenders without assigning any reason. The Chairman-cum-Managing Director further reserves the right to award contract / issue the order for supplies to more than one bidder.

28. The bidder shall be responsible for GST and income tax liabilities, if any. NSC will not carry any tax liability related with the transaction.
29. NSC will not responsible for the losses incurred to the supplier / bidder due to charge in Govt. decisions, natural calamities, which are beyond the control of NSC.
30. Quality Control Inspectors of the concerned State may draw the samples of stocks. In case the stocks failed in sampling the bidder will be responsible for the consequences of violation of Act and Laws.
31. The quantity/weight of the packets shall be checked at any point of transaction and in case shortage found in the container, NSC will not pay any cost against such supplies and the bidder shall be responsible for the legal consequences of Weights & Measures Department, if any.
32. The bidder will have to give name of the firm, postal addresses, and telephone/Fax Nos. e-mail, name of the responsible person in the tender form to make further communication.

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PROFORMA FOR FINANCIAL BID

S. No.	Item as per the NSC specification	Required Quantity in Kgs	Offered Quantity in Kgs	Rate / Kg. F.O.R. Tamil Nadu	
				In Figures	In Words
1.	Lead Seal (12.5 mm diameter as per ISI standards, approximately 400 number per kg) in Kg	1000.00 Kg			
	Total				

Affidavit Certificate

I /We _____(Name, Designation and Address)
hereby declaring that my/our firm/Company has not been neither black-listed nor de-barred from participation in tender by any of the Govt. Department/ Organization /PSUs /Institution etc , where I /We had supplied the goods during the last _____years as well as no arbitration case pending in NSC .

Signature of Authorized signatory -----

Name _____

Designation _____

Name of the Firm/Company _____

Full address _____

stamp _____

Place: _____

Dated: _____

AGREEMENT

This agreement is made on this _____ between the National Seeds Corporation Ltd., A Govt. of India Company, (Regional Office, Chennai) 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 the 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 be bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall be 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, Chennai

Witness

Witness

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

1.

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

2.