



**NATIONAL SEEDS CORPORATION
LIMITED**
(A GOVT. OF INDIA UNDERTAKING – MINIRATNA
COMPANY)
PLOT NO. 24, INDUSTRIAL AREA, PHASE –
9,
MOHALI – 160 062
(PHONE) 0172-2214388/2215388 (FAX) 2213388
Email: rm.chandigarh@indiaseeds.com
Email: nscchandigarh@gmail.com

राष्ट्रीय बीज निगम लिमिटेड

(भारत सरकार का उपक्रम) मिनिरत्न कम्पनी

प्लॉट नं . 24, इंडस्ट्रियल एरिया,

फ़ेज-9, मोहाली-160 062

फोन /0172-2214388/2215388 :फैक्स 213388

Email: rm.chandigarh@indiaseeds.com

Email: nscchandigarh@gmail.com

स:5(16)/अभि./टेण्डर/एनएससी-चंडी/2021-22

दिनांक: 21.06.2021

निविदा सूचना

नेशनल सीड्स कॉर्पोरेशन लि० (भारत सरकार का उपक्रम- मिनिरत्न कंपनी) के अंतर्गत क्षेत्रीय कार्यालय चंडीगढ़ द्वारा लेड सील खरीदने हेतु ई-निविदा दिनांक 06.07.2021 को दिन के 1:00 बजे तक आमंत्रित की जाती है। निविदा की विस्तृत जानकारी निगम की वेबसाइट www.indiaseeds.com और ऑनलाइन टेंडर के लिए <https://indiaseeds.eproc.in> से देखी एवं डाउनलोड की जा सकती है।

क्षेत्रीय प्रबंधक

National Seeds Corporation Limited
Regional Office: Mohali-Chandigarh

No.5(16)/Engg/Tender/NSC-Chd/2021-22

Dated: 21.06.2021

National Seeds Corporation (A Govt. of India Undertaking) Mohali -Chandigarh invites E-Tenders in two bids system (Technical & Financial) towards purchase of Lead Seal. Therefore, interested parties are requested to submit their offer up to **1:00 PM on dated 06.07.2021** at NSC, Regional Office, Plot No.24, Phase-9, Industrial Area Mohali & after that tender shall be opened on assigned date in the presence of Tenderers if any. The undersigned reserves the right to accept/cancel all or any Tender without any reason. Any further corrigendum(s) to this tender shall be published only in our e-portals <https://indiaseeds.eproc.in>. Details of tender are as follows:

Particulars	Details
Place of Tender	NSCL Mohali -Chandigarh
Tender Document Download Date	22.06.2021
Open Tender Date	06.07.2021
Last date and time for submission of bid	06.07.2021 01:00 PM
Date and time for opening of Technical bid	06.07.2021 02:00 PM
Date and time for opening of Financial bid	07.07.2021 02:00 PM
EMD (To be deposited online via RTGS/NEFT)	Rs.10000/- (Ten Thousand Rupees Only)
Tender Fee including GST (To be deposited online via RTGS/NEFT)	Rs.590/- (Five Hundred Ninety Rupees Only including GST)
Bank Details	National Seeds Corporation Ltd. Mohali State Bank of India CC Account No.: 32919441606 IFSC Code: SBIN0031859
Address for Communication	National Seeds Corporation Limited Plot No.24 Phase-9,Industrial Area, Mohali, Pin-160062
Contact Person (with Contact No. & E-Mail)	Regional Manager Ph-0172-2214388,2215388 Email: rm.chandigarh@indiaseeds.com chandigarhns@gmail.com

Regional Manager

**INSTRUCTIONS AND TENDER TERMS & CONDITIONS FOR PURCHASE OF
LEAD SEAL**

SPECIFICATION FOR LEAD SEAL

1. **SIZE** The lead seal shall be made from high quality pure lead and will be round in shape a diameter of 1.25 cm.
2. **WEIGHT** The weight per 1000 seal shall be approximately 2.5 Kgs. variation in weight to the extent of Plus, Minus 5% would be admissible. Variation over 5% will not be accepted.
3. **PACKING** Packing should be in small gunny bags. Each packet containing seals (2.5 Kg. Approximately) by weight.
4. **EMD** The EMD of Rs.10,000.00 is to be deposited in online mode only.
5. **SAMPLE** A sample of 50 lead seals from the proposed supplies must have to reach Regional Office NSCL Mohali before opening of tender, failing which the tender may not be considered.
6. **RATE** Rate should be quoted for 1 Kg. lead seals on F.O.R. basis including GST etc. Delivery shall be done at Hisar, Karnal, Jalandhar and Bathinda offices of National Seeds Corporation Ltd., Regional Office, Mohali.

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.

INSTRUCTIONS:-

1. Instruction for online bidding is at **section I**.
2. Rate shall be quoted in rupees / Kg on F.O.R. basis. The rate shall be all inclusive of all taxes etc and no other claim on taxes etc if any shall be entertained.
3. In Case L-1 party is not in position to supply the required quantity as per NIT, NSC may consider the next party at L-1 Rate on merit basis.
4. The tender shall be accompanied by interest free EMD Rs. 10,000/-, in online mode only. Tenders without EMD shall be rejected. Outstanding amount, if any, of the supplier with NSC will not be considered for the EMD purpose. EMD of unsuccessful tenderers will be returned within 30 days from tender opening in subject to written request received from the party to refund against the NIT. EMD is refundable on fulfillment of the supply as per the terms and conditions after successful completion of tender tenure.
5. Online tender will be received in the day up to 1:00 PM on 06.07.2021 and technical bids will be opened on the same date at 2:00 PM in the presence of those Bidders who may wish to be present. Financial Bid will be open on 07.07.2021 at 02:00 PM.
6. The supplier's offer shall be valid at least for 180 days and further may be extended.
7. Delivery of the entire quantity must be completed within 10 days of NSC's final confirmation/receipt of the work order.
8. The successful bidder shall submit / deposit interest free Security Deposit @5% of total value. Failure to submit the security deposit will imply forfeiture of EMD. The Security Deposit shall be refundable 60 days after satisfactorily delivery as per work order.
9. The successful bidder shall at his own cost execute an Agreement with NSC on non- judicial stamp paper of required value (Rs. 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.
10. 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.
11. **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/-).**
12. 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.

TERMS AND CONDITION

1. Two bid system will be followed, technical bid and financial bid.
2. 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. 100/- per day per 100 kg may be charged.
3. The packets shall be packed as per GOI guidelines requirement at the supplier's premises at his cost and expense.
4. NSC will only provide the destination to the successful bidders.
5. 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.
6. NSC may increase/decrease the final requirement of the quantity in the NIT. NSC may issue **repeat orders** at the final rates if require at the same terms and condition.
7. 100% payment will be released through online mode within 30 days after the receipt of challan / GR from Area Office along with required credentials.
8. 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.
9. NSC reserves the right to accept / reject any or all the tenders without assigning any reason what so ever.
10. 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.

11. 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.
12. 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 Regional Manager further reserves the right to award contract / issue the order for supplies to more than one bidder.
13. The bidder shall be responsible for GST and income tax liabilities, if any. NSC will not carry any tax liability related with the transaction.
14. NSC will not responsible for the losses incurred to the supplier / bidder due to change in Govt. decisions, natural calamities, which are beyond the control of NSC.
15. 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.
16. 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.

NATIONAL SEEDS CORPORATION LTD.

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/- GST (Nonrefundable) 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 its 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 its 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.

U. DISCLAIMER :

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

PART – A

PROFORMAT FOR TECHNICAL BID

S. No.	Name of Firm/ Company	Name of owner/ Proprietor	Registration of Firm/ Company etc.	Address	Contact No.	GST No.	PAN No.
1.	2.	3.	4.	5.	6.	7.	8.

- Upload Affidavit of not black listed certificate.
- Affidavit no circumstances exceeded lowest price of identical goods to Govt. / Semi Govt. Organizations.
- Upload copy of signed terms and conditions of NIT.
- Upload copy of registration of firm.
- Upload copy of GST.
- Upload copy of PAN.

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 seeds/material 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: _____

AFFIDAVIT CERTIFICATE

I _____(Name, Designation and Address) hereby declare that the price charged for quoted item/items under this contract, our firm under no circumstance exceeded lowest price of identical goods given to government and semi-government organizations.

Name _____

Designation _____

Name of the Firm/Company _____

Full Address _____

Rubber Stamp _____

Place: _____

Dated: _____

PART – B

PROFORMA FOR FINANCIAL BID

S. No.	Item	Quantity Offered (Kg)	Rate Rs/Kg F.O.R. (including taxes)			
			Punjab		Haryana	
			In Figures	In Words	In Figures	In Words
1.	Lead Seal	990				

AGREEMENT

This agreement is made on this _____ between the National Seeds Corporation Ltd., A Govt. of India Company, 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 Lead Seal 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 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 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. 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.

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.

In case the supplier is a Public Sector Undertaking, the above clause shall not be applicable and in that event the following clause shall apply. In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the sole arbitrator in the Department of Public Enterprises to be

nominated by the Secretary to the Govt. of India, In-charge of the Bureau of Public Enterprises. The Arbitration & Reconciliation Act 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however; any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal and Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the disputes will share equally the cost of arbitration as intimated by the Arbitrator.

No amendment or modifications in the terms of this agreement shall be considered valid unless it is in writing and duly signed by both the parties.

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. Mohali.

Witness

1.

2.

Witness

1.

2.