

NATIONAL SEEDS CORPORATION LIMITED

राष्ट्रीय बीज निगम लिमिटेड

(A Government of India Undertaking)

Regional Office: Secunderabad

CIN: U74899DL1963GOI003913



(COMPETITIVE BIDDING)

TENDER DOCUMENT FOR HIRING OF NON-AC SEED STORAGE GODOWN

LAST DATE&TIME FOR RECEIPT OF BIDS. : UPTO 14:00 Hrs ON 12.05.2020

DATE & TIME OF OPENING OF BIDS. : UPTO 14:30 Hrs ON 12.05.2020

NATIONAL SEEDS CORPORATION LIMITED
(A Government of India Undertaking)
SECUNDERABAD 500 017

rm.secunderabad@indiaseeds.com

File No. Engg 3(01)/Storage/NSC-HYD/2020-21/

Dated: 17.04.2020

NOTICE INVITING TENDER

Sealed Tender are invited under Two Bid system from reputed Private/Co-operative and Government Agencies/ Companies/farms for hiring of Non-AC Storage Godowan for Storage of Various Crop Seeds & Ground Nut Pods of NSC Secunderabad Region produce at various location **for the period of 1 year (Extendable up to 1 year on mutual agreements)** as shown below: -

S. No	District/ location	Item	EMD Amount, (Rs)
1	Karimnagar (D) & Warangal (D)	Seed Storage Godown	5,000/-

Tender documents containing tender forms, specifications, terms and conditions can be downloaded from NSC website www.indiaseeds.com or NSC Procurement Portal <https://indiaseeds.eproc.in> The bidders shall have to pay **Rs. 236/- with 18% GST** (Rupee Two Hundred Thirty-six only) (non-refundable) for the cost of tender by online/DD along with the bid.

(M. Venkat Sudhakar)
Regional Manager

TERMS & CONDITIONS TO THE TENDERER

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 NON AC Seed Storage Godown.
3. Tender Form downloaded from NSC website www.indiaseeds.com should be attached with DD of Rs. 236/- (Two Hundred and Thirty-Six only) against cost of Tender Form (Non-refundable) drawn in favour of National Seeds Corporation Ltd payable at Secunderabad/Hyderabad or the amount can be transferred to NSC SBI Account No. **32897527652** IFSC Code SBIN0020822 Branch Malkajgiri (West), Secunderabad.
4. Tenders in the sealed envelope will be received at **National Seeds Corporation Ltd, 17-11, Tukaram Gate, North Lalaguda, Secunderabad-500017** on or before **12.05.2020** up to 14:00 hrs. Technical bid will be opened on the same day at 14:30 hrs and Financial bid of the technically qualified tenderers (only) will be opened thereafter on the same day.
5. 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**.
6. 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 & Security amount.
7. Conditional and incomplete tender may be rejected at the discretion of NSC.
8. In confirmation of acceptance of terms and condition of the tender, tenderer is required to sign with seal on required pages of the tender document and submit the same with Technical Bid.
9. 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.
10. The Tenderer will ensure to NSC that the Godown used /engaged for Storage of Seeds.
11. Offer must be submitted in the prescribed tender form provided in the tender document. The tenderer may attach additional sheets to the tender form wherever detailed description is necessary. Only that party should participate in tender who accepts all the terms & conditions and any conditional tender may be treated as null and void.
12. The rates should be quoted for the offered items on the per Qtls per month Storage basis inclusive Electricity, Security, & taxes etc. Lowest rate will be considered.
13. Tender should essentially be accompanied by Earnest Money Rs. 5000/- by way of Online Payment/Demand Draft drawn. **CHEQUES WILL NOT BE ACCEPTED.**

14. 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 they 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. This facility will, however, not be provided to those small scale units who are registered under the old registration scheme which was extended up to 30th June, 1981 only.

OFFERS OF THE FIRMS OTHER THAN (MSME) SMALL SCALE INDUSTRIES AS DEFINED ON 'B' AS ABOVE NOT ACCOMPANIED BY EMD WILL BE SUMMARILY REJECTED. OFFERS OF THE (MSME) SMALL SCALE INDUSTRIES NOT REGISTERED WITH NSIC FOR THE QUOTED ITEM UNDER SINGLE POINT REGISTRATION SCHEME AFTER 30TH JUNE 1981 AND NOT ENCLOSING THE VALID DOCUMENTARY PROOF IN SUPPORT OF THEIR CLAIM WITH THEIR REQUEST LETTER SHALL ALSO BE REJECTED.

15. **Technical Bid** shall include technical specifications of quoted item, duly filled Tender Form – Section-III, Instruction to Tenderer, Terms and Conditions of contract as per Section-I & II of tender document, requisite EMD, profile of the company as Section-III along with documents as per the check list and other document if any in support of offer.

16. **FORFEITURE OF THE EARNEST MONEY:** - Earnest Money may be forfeited.

(a) 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 of Tender, the EMD will be forfeited without giving any prior notice.

(b) In case of a successful Tenderer, if tenderer fails:

- (i) To sign the contract in accordance with Tender Terms & Condition or
- (ii) To furnish security deposit in accordance with Tender Terms & Condition

17. 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".

18. The Corporation reserve the right at the time of award of contract to restrict as per requirement without any change in price or other terms & conditions.

19. The Corporation reserves the right to accept or reject any tender and reject all tenders any time prior to award of contract, without thereby, incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenders of the grounds for the any action.

20. 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.

21. The Corporation may decide to split the order among two or more tenderers according to exigencies of the cases at L-1 rate.

22. The successful tenderers to whom work order issue should Execute an Agreement within 7 days from date of issue the Order **on Rs 100/- Non-Judicial Stamp paper with Corporation**. The tender document will be considered to be part of agreement, any variation in the terms and

conditions as may be changed by the Corporation will be part of the agreement. The cost of stamp papers for agreement shall be borne by the successful tenderer.

23. Successful Tender have to deposit an amount of Rs. 20,000/- as a Security amount. It shall be valid up to **Tender or agreement validity**. Security deposit shall be furnished by online transfer into to account of National Seeds Corporation Limited, Secunderabad. A/C No.: **32897527652 IFSC: SBIN0020822 Branch: SBI, Malkajgiri (West), Secunderabad.**

24. Failure of the successful tenderer to comply with the requirement of clause 23, shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

25. REFUND OF EARNEST MONEY: -

(A) Unsuccessful tenderer: In case of unsuccessful tenders who do not, withdraw their offers before the receipt of final decision, the earnest money shall be returned, without interest after the finalization of tenders or after expiry of validity period of the respective offer, whichever is earlier by means of RTGS/ crossed cheque drawn on a scheduled bank payable in Secunderabad and the Corporation will not be responsible for reimbursing to the tenderer the Bank's commission for encashing the same. **EMD of 2nd & 3rd L-1 party will be reserved till tender validity.**

(B) Successful Tenderers:

- I.** The successful tenderer shall **deposit the security** money by online mode or demand draft towards security for the due fulfilment of the conditions of the contract and sign and date agreement as per the format given in Section -IV of the tender document.
- II.** After the successful tenderer has completed formalities as stated above, the earnest money deposit will be adjusted against security. No interest shall be allowed on earnest money.
- III.** The security deposit will be released without interest after completion of period or in case when corporation not required the Godown which will be intimated before 1 moth to party, whichever is earlier.

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OTHER TERMS & CONDITIONS OF THE TENDER

1. Godown Should be situated surrounding in district of Karimnagar & Warangal district having sufficient storage capacity for **Ground Nut Pod and other than Ground Nut Seeds** for a period of ONE Year (Extendible up to One year) or as per requirement of Corporation.
2. In case Godown owner fails to hand over the Godown or provide the required storage space within the stipulated period as required by NSC or not provide the storage space being a L-1 party then NSC reserves the right to forfeit the **EMD and Security** deposit without any intimation.
3. Taxes, Electricity, and security charges are to be borne by the party.
4. The storage charges will be paid every month on **Daily Basis** stored quantity. Party have to submit the bills as per storage days of quantity with details of inwards and outwards of seeds or stocks with closing balance of last month.
5. **The loading, Unloading & transportations charges will be borne by NSC. In case, the charges born by party than as per NSC rates charges will be given.**
6. The Storage Godown will be inspected by NSC for ascertaining suitability of scientific storage condition of seeds before giving official order. In any stage, if NSC found that something items is being store with seeds that can damage NSC Seeds, without notice Godown agreement shall be cancelled and the **EMD, Security** deposit and storage charges bill will be forfeited.
7. NSC will bear insurance charges of stocks stored for theft, fire or burglary in the Godown.
8. The Corporation have right to accept or reject any or all the tenders without assigning any reason whatsoever.
9. **TDS will be deducted on bills @10% on Non AC Godown on every Month or every Bill.**
10. 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. NSC further reserves the right to award contract/issue the order for hiring Storage building/Godown to more than one tenderer.
11. NSC Reserves the right to engage other parties on requirement without any objection. This e-tender is for arriving at the lowest rates for hiring storage space. NSC can hire from one or all parties depending on necessity. There is no minimum guaranty of stocks.
12. If required, NSC can Hire outside parties on the same rates finalized under this tender.
13. The Godown owner should hand over the seeds on demands of NSC, they should not held up the stocks in wants of storage charges or any other issues.
14. The tenderer shall be responsible for State Sales Tax/Central Sales Tax/GST and Income Tax liabilities, if any. NSC will not carry any tax liability related with the transaction.
15. NSC will not be responsible for the losses incurred to the tenderer/Owner due to change in Govt. decisions, natural calamities, which are beyond the control of NSC.
16. Godwon owner/party shall be responsible to keep the Godown/Cold storage net and clean to protect the seeds from attacks of fumigation & Insecticides. If party fails, NSC reserve the right to clean the godown of party and charges will be recovered from Godown Owner/party.

17. The tenderer will have to give name of the firm, name of the processing plant, godowns, and their postal addresses, telephone Nos. E-mail, name of the responsible person in the tender form itself so as to make further communication.

18. Agreement will be signed by Regional Manager, Secunderabad on behalf of the Corporation. Other persons / employees are not authorized to change / alter the terms & conditions of the agreement. Letters issued by other employees on changing clauses of agreement, quantity, procurement policy / rate etc. will not be accepted by the management and it is mandatory requirement to execute the agreement by both the parties with the condition as tender form.

19. The Tenderer who is under litigation with NSC or arbitration case pending in this office or has issued/got issued a legal notice in the past is **not liable to participate in the tender.**

20. DEFAULT & RISK PURCHASE: -

A. Should the Tenderer fail to have the stock ready for 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 MD/ CMD to declare the contract at the end at the risk and cost of the supplier in every way.

B. 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.

C. 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.

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 arbitration of one of the 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.

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, Supplier's agent 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. It is understood and agreed by the supplier, tenderer that the prices charged for Seeds supplies under the contract shall under no circumstances exceed the lowest price at which the contractor sells the seeds of identical description to any other State/Central Govt. /Public Sector undertaking during the period of the contract. Affidavit should be given by the supplier on Rs100 non judicial stamp paper. Same is to be placed in the “Technical Bid “

**NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
REGIONAL OFFICE SECUNDERABD**

**TENDER FORM
(Technical Bid)**

TECHNICAL BID / COMPETENCY DETAILS:

1. Name & Address of Tenderer: -
2. Name of Proprietor/Partner:-
3. Address: -
4. Name of Owner/Partner/MD: -
5. Contact No. & Email Id :-
6. Registration Certificate (if have)
7. Seed Storage Licence (if applicable)
8. PAN No. :-
9. GST No. (if Have)
10. Bank details: -

11. Storage Facility

Own Godown	Sq feet
Hired Godown	Sq Feet

12. Processing Facility

Machinery Details	Capacity
Make	

13. Since how long party is dealing in Storage activity

No of year

14. Financial Turn over (last 3 Year):-

15. Technical / other Manpower availability details:

Name	Designation	Qualification	Experience
A			
B			
C			

16. EMD Amount Details:-

17. Tender fees Details:-

18. Authorization of competent authority to Sign this Tender document (with verified Photo ID and specimen signature)

Above information is true to our knowledge and belief.

Signature of Tenderer:

Date: _____

Stamp

Affidavit

Certificate-1

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

Certificate-2

I/We __ (Name, Designation and Address) hereby declaring that my firm/Company has not been black-listed by any of the Govt. Department/ Organization /PSUs /Institution etc , where I /We had provided the Storage during the last ____years and no arbitration case pending in NSC .

Certificate-3

I/We have read and understood e-tender Terms & Conditions and I agree to abide by them. I hereby certified that all the information mentioned above & provided by me are true and in case of any information is found to be incorrect, my bid may be treated as rejected by NSC Management. Above information is true to our knowledge and belief.

Name _____

Designation _____

Name of the Firm/Company _____

Full address _____

Rubber stamp _____

Place: _____

Dated: _____

Check list of Enclosures for Tender:

<u>S. No.</u>	<u>Particulars</u>	<u>Enclosure Yes (✓), No (✗)</u>
1.	EMD & Security Amount	
2.	Partnership Deed if Partnership firm. (if required)	
3.	Authorization /Resolution for signing of bid if it is limited company or partnership firm.	
4.	An affidavit of ownership if proprietary firm/sole traders on letter pad.	
5.	Copy of PAN, Bank Details, Adhara card & GST Registration No. (if have)	
6.	Copy of current year and previous 2 years Income-Tax Return	
7.	If representative participating, letter of authorization to participate in the tender opening/negotiation of rate.	
8.	Affidavit certificate that not blacklisted, no arbitration case pending in this office on letter pad and read and understood e-tender Terms & Conditions.	
9.	MSME registered with NSIC Certificate with proper validity for item of rate offered. (if Have)	
10.	Affidavit no circumstances exceeded lowest price of identical goods to Govt. / Semi Govt. Organizations.	
11.	Registration of Firm (if applicable)	
12.	Technical Bid duly filled, signed and stamped as per given format	
13.	Other document if any in support of the tender. (if any)	

**Note: - In absence of any above document, tender may be considered for rejection.
The Check list to be attached with Technical Bid.**

Section-V

FINANCIAL BID
(Form for offer by tenderers)

To:
Regional Manager,
National Seeds Corporation Ltd.,
SECUNDERABAD

From:
M/s. -----

Sir,

With reference to your enquiry/ advertisement inon dated..... we hereby quote our Most competitive offer for providing the Non Ac Storage Godown as per the terms Conditions provided by you. The particular of offer are given below:

S. No.	Location	Rate offered inclusive of Electricity, Security & taxes etc. (Rs/qlt/Month) For NON AC Storage Godown	
		Storage of Ground Nut Pod	Storage of Other than Ground Nut
1.	Karimnagar (D)		
2.	Warangal (D)		

Yours Faithfully

Date

Authorized/ Proprietor Signature
Name: -

Place

Seal