

NATIONAL SEEDS CORPORATION LIMITED

राष्ट्रीय बीज निगम लिमिटेड

(A Government of India Undertaking)

Regional office: Patna

CIN: U74899DL1963GOI003913



(COMPETITIVE BIDDING)

**TENDER DOCUMENT FOR HIRING OF NON-
AC SEED GODOWN. Capacity-22000 qtls**

LAST DATE&TIME FOR RECEIPT OF BIDS. : UPTO 13:00 PM ON 14.12.2020

DATE & TIME OF OPENING OF BIDS. : 14:00 PM ON 14.12.2020



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

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

Dated: 21.11.2020

Section-A

NOTICE INVITING TENDER

Sealed tender in two bid systems are invited from reputed Private/Co-operative and government agencies/ Companies/farms for hiring of Non AC Seed Godowan for storage of Various Crop Seeds of NSC Patna Region produce at location surrounded Chand which is located in District Kaimur , Bihar Capacity- 22000 Qtls **for the period of 3 year (Extendable up to 3 year on mutual agreements)**

Tender documents containing tender forms, specifications, terms and conditions can be downloaded from NSC website www.indiaseeds.com the bidders shall have to pay **Rs.1180/- inclusive 18% GST** (Rupee one thousand One hundred Eighty only) (non-refundable) for the cost of tender by **way of DD** in favour of "NATIONAL SEEDS CORPORATION LIMITED" payable at Patna

Particular	Details
Date of Issue NIT	21-11-2020
Last Date and time for submission Bid (off line)	14-12-2020, 1:00 PM
Technical Bid Opening Date	14-12-2020 at 2:00 PM
Tender Fee (By way of DD in favour of "NATIONAL SEEDS CORPORATION LIMITED" payable at Patna)	Rs. 1000/ + 18% GST Rs. 180/- total Rs. 1180/- (One Thousand one hundred eighty only)
EMD (By way of DD in favour of "NATIONAL SEEDS CORPORATION LIMITED" payable at Patna)	Rs. 10,000.00/- (Rupees Ten Thousand Only)
Contact Person	Vijay Singh Mitharwal (09771447780) Email: rm.patna@indiaseeds.com

Regional Manager

SECTION - I
INSTRUCTIONS TO TENDERER

1. ADVICE FOR TENDERERS: - The tenderers are advised in their own interest to carefully read the tender document and understand their purpose unless the tenderer specifically states to the contrary in respect of any particular clause, it shall be presumed that he accepts all the terms and conditions, as have been laid down in the tender document.

2. ELIGIBILITY CRITERIA: - The criteria as fixed as per the required documents in Section.III.

3. SUBMISSION OF OFFER: - 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.**

4. QUOTATION OF PRICES: - A) **Tenderer shall give the rates per unit in words as well as in figures.** There should be no alternations or over-writing in the rates quoted by the parties. However, if it becomes inevitable the corrections should be made by encircling figures to be altered/ over writing duly attested by the Supplier. Any correction not attested in any tender form will lead to rejection of the Tender.

The rates should be quoted for the offered items on the per Sq.ft. basis inclusive Electricity & taxes etc. Lowest rate will be considered.

5. EARNEST MONEY: a) Each offer should essentially be accompanied by Earnest Money of **Rs. 10000/- (Rs. Ten Thousand only)** by way of /Demand Draft drawn of Nationalized Bank in favour of "NATIONAL SEEDS CORPORATION LIMITED" payable at Patna. This Earnest Money Deposit is required irrespective of the quantity of seed being offered to NSC and is refundable / adjustable after the finalization of contract. The EMD shall not be entitled for any interest amount payment whatsoever. **CHEQUES WILL NOT BE ACCEPTED.**

(b) 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.

6. FORMAT AND SIGNING OF TENDER: -

(a) **Tenderer** are required to submit their tender as per the prescribed proforma given in the tender document. The Tender prepared by the bidder and all correspondence and documents relating to the tender exchanged by the tenderer and purchaser, shall be written in the English language. Each copy of the tender should be completed in all respect and should **preferably be bound in one column**. All pages of **the tender and enclosures should be numbered consequentially and** shall be signed by the tenderer or a person or person duly authorized to sign the Tender document. The letter of authorization shall be indicated in written power of attorney accompanying the Tender.

(b) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initiated by the person or persons signing the bid.

7. PROCEDURE FOR SUBMISSION OF TENDER: -

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.

Financial Bid Containing of prices as per clause-4 of Section-I of the tender document.

- 8. OPENING OF TENDER:** - The purchaser/Corporation will open tenders, in the presence of tenders' representatives who choose to attend at specified time & date in the NSC Regional office, Patna. The **Technical Bid** shall be **opened on the date of opening tender** and **Financial Bids** of tender only be opened based upon an examination of the documentary evidence submitted in **Technical Bid** for the Tenderer's qualification by the tenderer, as well as such other information as the purchaser/Corporation deems necessary and appropriate, found **in order**.

9. 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 clause no 16(A) Section I, or
- (ii) To furnish security deposit in accordance with clause no. 16(B) of section, I.

10. 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 21 relating to Arbitration included in Section-II.

11. VALIDITY OF OFFER: The tenderer shall keep their offers open for **acceptance for a period of 90 days from the date of opening of the tender.** In case the last date happens to a holiday, offers shall remain open for acceptance till the next working day.

12. AWARD CRITERIA: - Subject to Clause No. 16, the corporation 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.

13. CORPORATION's RIGHT OF AWARD: - 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.

14. CORPORATION's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS: - 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.

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. CONTRACTS:

(a) **SIGNING OF CONTRACT:** - The successful tenderers within 7 days from date of issue the Order shall **sign the agreement on Rs 100/- bond paper as per the format given in Section-IV** of the tender document. 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.

(b) **SECURITY MONEY:** - The security deposit to be deposited through online amount of **Rs. 50,000/- for.** It shall be valid up to **duration of agreement.**

Failure of the successful tenderer to comply with the requirement of clause 16 (a) &16 (b) shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

17. 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 Patna 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 month to party, whichever is earlier.

.....

SECTION - II

TERMS AND CONDITIONS OF THE TENDER

1. Transfer and subletting: - Tenderer or party shall not sublet, transfer, or assign the contract to any person, firm or Company directly or indirectly or any part thereof without the previous written permission of the Corporation.

2. 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, but 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 any amount on any aforesaid account, the tenderer shall make good the amount so payable and the expenses incurred on that behalf.

3. Signing of Agreement & Security deposit: -

The security deposit shall be furnished in the following manner.

(A) By means of a Demand Draft on any Scheduled **Nationalized** Bank payable at Patna in favour of National Seeds Corporation Ltd.,

OR

(B) By RTGS/NEFT transfer into to account of National Seeds Corporation Limited , Patna SBI Bank Account Number 32923053526, IFSC Code: SBIN0007945, Branch: IGIMS ,Patna

. CHEQUES WILL NOT BE ACCEPTED

4. The tenderer shall be required to furnish the competency details as enlisted below to enable the Corporation to judge the competency of the proprietor/owner/farm. The Tender will be accepted or rejected on the basis of competency details.

5. Godown Should be situated surrounding Chand only (District- Kaimur)

6. EMD of 2nd & 3rd lowest parties will be retained till the completion of tender procedure (90 days) or till the agreement is made by L-1 Party. EMD of other unsuccessful bidder will be returned through RTGS.

7. 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.

8. Taxes, Electricity, and other charges are to be borne by the party.

9. A minimum 4TPH seed processing machine in working condition must be available and also having valid registration with BSSOCA. The rate in financial bid are to be quoted only for godown rent and not for processing seed.

10. The loading, Unloading & transportations charges will be borne by NSC.

11. The Storage Godown will be inspected by NSC for ascertaining suitability of scientific storage condition of seeds before giving official order. The lock and key of the godown hired by NSC

will be the possession of NSC Staff at all the time. Only NSC Seed are to be stored in the hired godown.

12. NSC will bear insurance charges of stocks stored for theft, fire or burglary in the godown.

13. The Corporation have right to accept or reject any or all the tenders without assigning any reason whatsoever.

14. TDS will be deducted as per income tax rule and its applicability.

15. The Tenderer shall prepare the Tax invoice in the name of Concern unit and submit the same along with the proof of position stocks, Inward/Outward details in respect of each crop and variety duly acknowledged on Bill by **NSC Area Manager**/representative with stamp. **If the bills received without verification, the payment of such bills will be withheld till the submission of verified documents.**

16. The GST No. should be invariably indicated in the invoices.

17. The successful Tenderer shall have immediately to execute **the agreement on Rs.100/- stamp paper** of required value at his cost. The successful Supplier/s will have to produce attested copy of partnership deed in case of Partnership Firm and also power of attorney on stamp paper in favour of authorized representative duly registered with Notary for execution of agreement and setting all matters related to this contract.

18. Final agreement will be signed by Regional Manager, Patna 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 per clause No. 17 of Section-I of the 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 / blacklisted in the past is not liable to participate in the tender.

20. 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.

21. Arbitration Clause

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 any dispute remain even after discussion, then it shall be binding upon parties to resolve issue under the provision 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 Party 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.

22. Refund of Security Deposit:

The Security Deposit will be discharged by the Corporation 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.

23. 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.

24. The Godown owner must be provide suitable office to NSC staff for day to day working . There is no extra charges to be paid

25. OTHER TERMS AND CONDITIONS: -

- A. The tender will be opened at **Regional Office, NSC, PATNA.**
- B. The tenderer shall be required to provide the storage at agreed rate only. The agreement can be terminated at any time due to non-performance of any of the terms and conditions of the agreement to the satisfaction of the Corporation.
- C. 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.
- D. NSC may restrict order as per final requirement of Godown.
- E. The tenderer should have good legal ownership of the godown and processing plant free of any sort of encumbrance where the NSC Seed is to be kept.
- F. 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.
- G. 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.
- H. 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.
- I. 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.

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

SECTION-III

TENDER FORM

ANNEXURE- A-I

TECHNICAL BID / COMPETENCY DETAILS:

01)	Name of party		
02)	Address :		
	i) Office :		
	ii) Plant :		
03)	Phone Nos:		
	i) Office :		
	ii) Plant :		
04)	Name of responsible persons to handle the business:		
	Sr.No.	Name of Person	Cell No.
	1.		
	2.		
	3.		
05)	Registration Certificate No.		
06)	Seed License No.		
07)	Seed Certification Agency Plant Registration No & validity		
08)	PAN No.		
09)	GST No.		
10)	(i) Name and Address of Banker:		
	(ii) Account Number :		
11)	(i) Storage facility	a. Own Godown	----- Sq. feet
	Seed processing facility	Own Machine/ Capacity	_____ (in TPH)
12)	Status / Constitution of the Firm:		

13. Affidavit certificate that not blacklisted, no arbitration case pending in this office on

14 Since how long party is dealing in Storage activity

i. Number of Years: _____

15) Total Physical / Financial Turn over:

16) Technical / other Manpower availability details:

Sr.	Name of Staff	Designation	Qualifications
1			

17.E M D Details:

Above information is true to our knowledge and belief.

Signature of Tenderer:

Date: _____

Stamp

SECTION-III

Affidavit Certificate

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/service 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: _____

SECTION – IV
NATIONAL SEEDS CORPORATION LTD.

AGREEMENT
(FOR HIRING OF GODOWN)

AGREEMENT made on _____ between the National Seeds Corporation Ltd., (A Govt. of India Undertaking) incorporated under Companies Act 1956 and having Regd office at New Delhi (who and whose successors and assigns are hereinafter called "NSC") of the One part and (herein after called "GODOWN OWNER" which expression shall unless executed by or repugnant to the context be deemed to include its successor and assigns) of the other part.

Whereas, NSC has invited Tender vide letter No: Engg 3(01)/Storage/NSC-PTN/2019-20, dated 13.11.2020 for storing of NSC seeds at L-1 rates, offered by "Godown Owner" have been agreed upon by NSC Ltd.

NOW THIS AGGREMENT WITNESSES:

That, the following terms and conditions as incorporated in the tender notice No. Engg 3(01)/Storage/NSC-PTN/2019-20 dated _____ is binding on the parties and their relationship shall be governed by the same.

1. The storage charges will be paid every month:@ Rs. _____/sqft

2. NSC will bear insurance charges of stock stored for theft, fire or burglary in the Godown. All the payments payable or claimable under this Agreement shall be paid by NSC, New Delhi or through NSC, RO/Patna.

3. Notwithstanding the place where this agreement is executed, it is mutually understood and agreed upon between the parties hereto that this contract shall be deemed to have been entered into by the parties concerned at New Delhi and Court of Law in New Delhi alone have the jurisdiction to adjudicate thereon.

4. That the Agreement will be in force for one year from

5. Party has remitted Rs.- towards the security deposit onthrough CR No. Dated
- 6.All the Terms & condition of tender will be applicable for this agreement.

IN WITNESS WHERE OF, the parties have set their hands on dated

Signature of Godown owner

Signature of Regional Manager,

For and on behalf of NSC Ltd.,

Witnesses:

1. Signature

Name:

Address:

2. Signature

Name:

Address:

Witnesses:

1. Signature

Name:

Address:

2. Signature

Name:

Address:

Check list of enclosures for Technical Bid:

- EMD.
- Partnership Deed if Partnership firm. (if required)
- Authorization /Resolution for signing of bid if it is limited company or partnership firm.
- An affidavit of ownership if proprietary firm/sole traders on letter pad.
- A copy of PAN No. & Income-tax Return for the current year & previous 2 years.
- Copy of GST Registration No.
- If representative participating, letter of authorization to participate in the tender opening/negotiation of rate.
- Affidavit certificate that not blacklisted, no arbitration case pending in this office on letter pad and read and understood e-tender Terms & Conditions.
- MSME registered with NSIC Certificate with proper validity for item of rate offered.
- Other document if any in support of the tender.
- Affidavit no circumstances exceeded lowest price of identical goods to Govt. / Semi Govt. Organizations.
- Section-III Technical bid must be enclosed.

Note: - In absence of any above document, tender may be considered for rejection.

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

Section-V

FINANCIAL BID
(Form for offer by tenderers)

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

From:
M/s. -----

Sub:- Tender notice for hiring of godown at Chand (Dist- Kaimur)

I/ we have read and understood the detailed terms and condition of bearing no-Engg 3(01)/Storage/NSC-PTN/2020-21. I/we offer my/our godown rates as follows.

Sr.No.	Required Space for storage of 22000 qtls	Location	Size of Godwn (In Feet)			Area of Square Feet	Capacity Qtls. (Approx)	Rate (Rs.) offered in per month/ Sq feet(Inclusive of Taxes)
			Length	width	Height			

Note: The Rates are quoted for only godown rent and not for processing of Seed

Yours Faithfully

Date

Authorized/ Proprietor Signature

Name:-
Stamp

Place