

राष्ट्रीय बीज निगम लिमिटेड

(भारतसरकारकाउपक्रम-मिनीरत्नकंपनी)

NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)

REGIONAL OFFICE: BANGALORE

CIN: U74899DL1963GOI003913



(ONLINE / OFFLINE TENDER)

**TENDER DOCUMENT FOR HIRING OF SEED STORAGE
GODOWN (NON-AC & COLD STORE) ON RATE CONTRACT
BASIS IN AND AROUND AREA OFFICES OF NSC BANGALORE
i.e. BELLARY, CHIKKABALLAPURA, DAVANGERE,
DHARWAD, HASSAN, HAVERI, MYSORE, MANDYA and
RAICHUR.**

**DATE & TIME OF PUBLISHING
OF E- TENDER : 23.08.2021 at 15:00 Hrs.**

LAST DATE&TIME FOR RECEIPT : 13.09.2021 UPTO 15:00 Hrs

**DATE & TIME OF OPENING
OF BIDS. : AT 16:00 Hrs on 13.09.2021**

Signature :-
Subject : CN=DEVASIGAMANI ASHWIN, SERIALNUMBER=2035d4fe20bae89488f496e7d71
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LIMITED, C=IN
User ID : ashwin.d
Serial No : 13D268C



NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)
Regional Office: UAS Campus, Hebbal
Bangalore – 560 024

File No. 1(10)Engg/NSC-BNG/Storage/21-22/

Date: 19.08.2021

NOTICE INVITING TENDER

ONLINE / OFFLINE Tender is invited for Hiring of SEED STORAGE GODOWN from the reputed Private Parties/Co-operative Societies/Government Warehousing Corporation/ Private Companies and registered firms having the sufficient storage facility, storage experience, valid Seed Storage Licence/ Seed Certification Licence (KSSOCA) for Storage of GroundNut, Paddy, Green Gram, Bengal Gram, Maize, Red Gram, Black Gram etc. in and around the Area Offices of NSC Bangalore, KARNATAKA state FOR THE PERIOD OF 2 YEARS as shown below: -

S. No	Location	Storage Godown Type	EMD (Rs)
1.	ALL AREA OFFICES UNDER REGIONAL OFFICE BANGALORE	Non –Ac Seed Storage Godown	Rs. 10,000.00/-
2.	ALL AREA OFFICES UNDER REGIONAL OFFICE BANGALORE	Cold Storage	Rs. 20,000.00/-

Tender documents containing tender forms, specifications, terms and conditions can be downloaded from NSC website www.indiaseeds.com / NSC Procurement Portal <https://indiaseeds.eproc.in>. or can be collected from any of the NSC's Area Office i.e. Bellary, Chikkaballapura, Davangere, Dharwad, Haveri, Hassan, Raichur, Mysore. The bidders shall have to pay Rs. 1180/- including 18% GST (non-refundable) for the cost of Tender document by any of the mode Internet Banking, UPI etc. to NSC Bangalore Bank Account or by cash at any of the Area Office. Any changes and related corrigendum will be published only on NSC Website.

Contact details for help or enquiry: -

Particulars	Telephone	E-mail
Regional Office BANGALORE	Regional Manager	080-23415816 rm.bangalore@indiaseeds.com
	JE (Civil), Engg.	7906270502 engineering.bng@gmail.com
	IT Officer	8587003776
Web Site	www.indiaseeds.com	



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(M.AhamedRaza)
Regional Manager

GENERAL CONDITIONS OF CONTRACT (GCC)

1. GENERAL INFORMATION:

National Seeds Corporation Limited (NSCL), a "Mini Ratna" Central PSU under Ministry of Agriculture & Farmers Welfare, Govt. of India engaged in the business of Production and Distribution of Certified Seeds, Regional Office, Bangalore invites ONLINE / OFFLINE Tender through NSC Procurement Portal URL <http://indiaseeds.eproc.in> and Sealed Two Bids (Technical & Financial Bid separately) cover (Offline) at Regional Office Bangalore on or before 13.09.2021 at 15.00 Hrs. at Regional Office Bangalore.

2. TERMINOLOGY

Unless the context otherwise required, the following terms whenever used in this document have the following meanings:

Contract: Means the Contract signed by the parties, to which these GCC are attached together with all the documents listed/ required in such signed Contract.

Government: Means Government of India or State Government, as the case may be.

Competent Authority: Means Competent Authority of National Seeds Corporation Ltd. (NSCL)

Corporation/ NSC: Means National Seeds Corporation Limited

Contractor: Means Seeds Processing Contractor

C1 India Private Limited: Service provider to provide the e-Tendering Software.

Party: Means the Corporation OR the Contractor, as the case may be, and Parties means both the Corporation and Contractor/Service provider.


INSTRUCTIONS TO THE TENDERES / BIDDER – ONLINE MODE

(1). 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 (Bidders can see the list of licensed CA's from the link www.cca.gov.in) to participate in e-tendering of NSCL.

C1-India Pvt.Ltd. facilitates for procurement of Class-III DSC's. DSC Procurement request may be sent to vikas.kumar@c1india.com for more details during NSCL working days.

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 in favour of M/s C1 India Private Limited through Online mode. Validity of Registration is ONE Year. After making the payment through online mode (i.e. Net banking, Debit card, Credit Card), Vendors have to send an e-mail intimation nsclsupport@c1india.com to Helpdesk for their profile activation. The account will be activated within 24 working Hours. All profile activations will be done only during NSCL working days. No profile activation will take place during NSCL Holidays & Gazette holidays.

 To participate in bidding, bidders have to pay Tender Processing Fee of Rs.1180/-inclusive of all taxes (Non-refundable) through online mode (Internet banking/Debit card/Credit card).

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User: Ashwin.d
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To participate in bidding, bidders have to pay Tender Document (Non-Refundable) and EMD (Refundable) as per the amount mentioned in the tender document through Online from <https://indiaseeds.eproc.in>.

Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>). The bidders who are MSME and registered with NSIC are exempted from paying EMD and tender document cost, for which they have to submit the documentary proof.

The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).

For help desk, please contact e-Tendering Cell and Help Desk Support.

NSCL Global Support E-Mail Id: nsclsupport@c1india.com

NSCL Global Support Telephone: +91-124-4302033 / 36 / 37 during Monday to Friday between 9.00 to 7.00 Hrs

(2). **PREPARATION SUBMISSION OF APPLICATION**

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. Tenderer / Bidder can pay tender document Fee as per tender document online through Internet Banking / Debit Card / Credit Card.

A Tenderer / Bidder manual containing the detailed guidelines for e-tendering system is also available on the portal.

(3). **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 decrypt 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.

(4). **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.

(5). **DISCLAIMER:**

The vender must read all the instruction in the RFP and submit the same accordingly AND the Applicant must read and wholly understand all the instructions in the tender Document and submit the same accordingly.



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INSTRUCTIONS TO THE TENDERES / BIDDER – OFFLINE MODE

(6). ACCESSING / PURCHASING OF BID DOCUMENTS:

All the bidders can collect tender document from any of the NSC Bangalore Area office i.e. Bellary, Dharwad, Hassan, Davangere, Haveri, Raichur, Chikkaballapura, Mysore. To participate in bidding bidders have to pay tender document fees of Rs. 1180/- (including 18 % GST) (Non-refundable) through online mode into the bank account of NSC Bangalore Name of the Beneficiary: National Seeds Corporation Limited, A/C No.: 32919591232 IFSC: SBIN0001316 Branch: SBI, Hebbal, Bangalore. or by Cash at concerned Area Office, after paying Tender Fees bidders have to collect Cash Receipt from Area Office and that should be enclosed along with all necessary documents and reach Regional Office Bangalore (UAS Campus, Under Hebbal Bridge, Hebbal Bangalore -560024) before 13.09.2021 (15:00 Hrs).

For EMD (Earnest Money Deposit) Rs. 10000/- (Rs. Ten Thousand Only) for NON AC Godown / Rs. 20000/- (Twenty thousand Only) for Cold Storage can be submit as DD in favour of National Seeds Corporation Limited.

Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>). The bidders who are MSME and registered with NSIC are exempted from paying EMD and tender document cost, for which they have to submit the documentary proof.

The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).

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 quintal per month 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.
5. **The rates should be quoted for the offered items on the per Qtls basis inclusive Electricity, Security, & taxes etc. Lowest rate will be considered for rate contract.**



11. **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, Bangalore. 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.
12. **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.
13. **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 22(A) Section I, or
 - ii. To furnish security deposit in accordance with clause no. 22(B) of section, I.
14. **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 relating to "Settlement of disputes" included in Section-II.
15. **VALIDITY OF BID:** The tenderer shall keep their Bid 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.
16. **AWARD CRITERIA:** - Subject to Clause No. 20, 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.
17. **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
18. **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
19. **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.

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20. **SPLITTING OF ORDERS:** - The Corporation may decide to split the order among two or more tenderer according to exigencies of the cases at L-1 rate on acceptance of other parties.

21. **VALIDITY OF RATES:** Rate should be valid up to 2 years from the date of commencement of agreement.

22. **CONTRACTS:**

(a) **SIGNING OF CONTRACT:** - The successful tenderers within 7 days from date of issue the Order shall sign the agreement on Rs 200/- 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. However, to expedite execution of the agreement, the Corporation shall purchase the stamp paper on behalf of the tenderer and send typed agreement for signature of the tenderer. The cost of stamp paper shall be recovered from the tenderer payments.

(b) **SECURITY MONEY:** - The security deposit to be deposited through online of an amount of Rs. 20,000/- (Twenty Thousand Only) for Non- AC Godown and Rs. 50,000/- (Fifty Thousand Only) for Cold Storage by adjusting the EMD of successful tender. It shall be valid up to Tender or agreement validity.

Failure of the successful tenderer to comply with the requirement of clause 20 (a) & 20 (b) shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

22. **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 Bangalore and the Corporation will not be responsible for reimbursing to the tenderer the Bank's commission for encashing the same.

(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.

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SECTION - II

TERMS AND CONDITIONS OF THE TENDER

1. Scope of work:

- A. Tender is called for storage of certified & quality seeds, NSC are taking production & packing at different locations in Karnataka state. Therefore, the seeds are to be stored at different godown at nearby places, which have very good facility to maintain the quality of seeds during the storage. Therefore, the godown owner who have such facilities and at least two years of experience in seed storage are only requested to participate in the tender.
- B. A Pre-inspection will be done by official of NSC to ascertain the facility available with tenderer. On the basis of report of committee, it will be decided for finalization of order.
- C. As the tender called for rate contract & in order to minimise the transportation charges, NSC will decide to store any quantity of seeds at any godown who have accepted L-1/rate contract.

2. 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.

3. 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.

4. Signing of Agreement & Security deposit: -

The security deposit shall be furnished in the following manner.

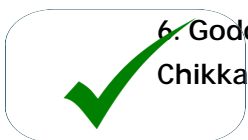
(A) By means of a Demand Draft on any Scheduled Nationalized Bank payable at Bangalore in favour of National Seeds Corporation Ltd.,

(B) By online transfer into to account of Name of the Beneficiary: National Seeds Corporation Limited, A/C No.: 32919591232 IFSC: SBIN0001316 Branch: SBI,Hebbal, Bangalore.

5. 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.

6. Godown preference will be given for situated surrounding in district of Bellary, Chikkaballapura, Davangere, Dharwad, Hassan, Haveri, Mysore, Mandya, Raichur having

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sufficient storage capacity for Ground Nut and Heavy weighted seeds (Paddy, Green Gram, Black Gram, Maize, Red gram Bengal Gram etc.) for a period of Two Year.

7. Since the tender has been called for rate contract for storage of seeds, the EMD of those parties who accepted the L-1 rates/tender approved rates, will be retained till the completion of tender period or till the agreement validity. EMD of other unsuccessful bidder will be returned through online.

8. 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.

9. Taxes, Electricity, security charges, spraying, fumigation charges and Insurance Charges are to be borne by the party.

10. The storage charges will be paid every month on the Basis of quantity stored on daily Basis. 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.

11. 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.

12. 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.

13. The godown owner will be responsible for losses of seeds because of fire, theft, burglary or any other reasons. In such case, godown owner will be held responsible for reimbursement of value of stocks to NSC. No insurance charges will be paid separately to the Godown owner by NSC.

14. The Godown Owner shall be responsible for storage of seeds free from pests and diseases. All precautionary measures like godown spray, fumigation of stocks should be done regularly.

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

16. TDS or any other taxes will be deducted on each bill as per Government Rules.

17. The Tenderer shall prepare the Tax invoice in the name of Concern unit i.e. Bellary, Chikkaballapura, Davangere, Dharwad, Hassan, Haveri, Mysore, Mandya, Raichur and submit the same along with the proof of position stocks, Inward/Outward details in



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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.

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

18. The successful Tenderer shall have to execute the agreement on Rs.200/- stamp paper of required value within 07 days of awarding the contract to him 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.

19. Final agreement will be signed by Regional Manager, Bangalore 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 of Section-V of the tender form.

20. 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.

21. 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.

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.



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22. 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 lustre, 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.

23. Settlement of disputes:

In case any dispute arises between the 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 the 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 parties will bind to resolve the 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.

24. 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.

25. 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

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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.

26. 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 Rs200 non judicial stamp paper. Same is to be placed in the "Technical Bid"

SECTION III

TERMS AND CONDITIONS FOR HIRING OF COLD STORAGE & NON-AC GODOWN: -

- A. The submitted tender will be opened at Regional Office, NSC, Bangalore.
- B. NSC shall not be responsible for fluctuation of the market rate. 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. NSC further reserves the right to award contract/issue the order for hiring Storage building/Godown to more than one tenderer.
- D. NSC may restrict order as per final requirement of Godown/Cold storage.
- E. 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.
- F. If required, NSC can Hire outside parties on the same rates finalized under this tender.
- G. 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.
- H. 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.
- I. The Godown Owner shall be responsible for storage of seeds free from pests and diseases.
- J. If any damage/ shortage found in stored stock, the recovery shall be made as per NSC Norms.
- K. The tenderer should submit the valid copy of Seed Storage licence and Seed Certification agency licence (KSSOCA licence). If case party fails to produce the required licence, within one month the same have to submit the documents.
- L. 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.
- M. Godown owner/party shall be responsible to keep the Godown/Cold storage neat and clean to protect the seeds from attacks of fumigation & Insecticides. If party

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LIMITED, C=IN



fails, NSC reserve the right to clean the godown of party and charges will be recovered from Godown Owner/party.

- N. Godown owner/party shall be responsible to provide the proper and pacca road for movement of vehicles. If any difficulties/problems arise because of uneven way/road, the charges whatever's comes for resolve the issue shall be recovered from the godown owner only.
- O. As our seed supply is a time bound process, the godown owner is responsible for delivery of seeds as per NSC dispatch order.
- P. 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.



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SECTION-IV

ANNEXURE- A

**(TO BE PREPARED IN COMPANY LETTER HEAD & UPLOAD IN ONLINE PORTAL)
(FOR OFFLINE TENDER TO BE PREPARED IN COMPANY LETTER HEAD &
ENCLOSED WITH ALL NECESSARY DOCUMENT IN SEPARATE SEALED ENVEOLPE)
TENDERFORM**

TECHNICAL BID / COMPETENCY DETAILS:

01	Name of party		
02	Office Address :		
	Storage Godown / Plant Address :		
03	Office Phone Nos:		
	Storage Godown / Plant Phone Nos.:		
04	Name of responsible persons to handle the business:		
	S/No.	Name of Person	Cell No.
	1.		
	2.		
05	Registration Certificate No.		
06	Seed Storage License No.		
07	Seed Certification Agency Plant Registration No. (If available)		
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
		b. Hired Godown	----- Sq. feet
12	(ii) Processing facility (If available)	a. Own Machine Make _____	Capacity _____ TPH
		b. Hired Machine Make _____	Capacity _____ TPH
13	Since how long party is dealing in Storage activity Number of Years		
13	ITR 2019-20		To be uploaded online / enclosed with Technical cover
14	ITR 2018-19		
15	Total Physical / Financial Turn over FY 2019-20:		
16	Technical / other Manpower availability details:		
	Name	Designation	Qualification
17	Tender Document Cost Payment Details		
	EMD Deposit Details		
18	Affidavit certificate as per Section IV / Annexure "B"		To be uploaded online / enclosed with Technical cover
19	Any Other Technical Support Document		

Above information is true to our knowledge and belief.

Signature of Tenderer

Date:

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Stamp

(TO BE PREPARED IN COMPANY LETTER HEAD & UPLOAD IN ONLINE PORTAL)

(FOR OFFLINE TENDER TO BE PREPARED IN COMPANY LETTER HEAD & ENCLOSED WITH ALL NECESSARY DOCUMENT)

SELF – DECLARATION

I/We, M/s _____ (The name of the contractor/Bidder) have read and understood e-Tender Terms & Conditions and I agree to abide by them. I hereby certify that all the information mentioned above are true and in case of any information is found to be incorrect, my bid may be treated as rejected by NSC Management.

I/We M/s _____ (The name of the Contractor/bidder) hereby certify and confirm that We or any of Promoter / C.E,O / Directors / Managers are not debarred or blacklisted by any Govt. or Public sector or international donor agencies in India or any other jurisdiction to which we belong or in which we conduct business from participating in any project or being awarded any contract, either individually or a member of a consortium and such bar or blacklisting subsists as on the last date of submission of tender .

Date:	Signature	-----
Place:	Name	-----
	Complete Address	-----
	Seal	-----
	Phone No.	-----
	E-mail	-----



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User ID : ashwin.d
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SECTION – V

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") & Regional Office at Bangalore 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 dated for hiring of Cold Storage & Non-Ac Godown for storage of various kind of seeds and G. nut Pods 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. dated is binding on the parties and their relationship shall be governed by the same.

1. Taxes, electricity, security, Insurance Charges, Spraying charges, Fumigation Charges& other charges (if any) are to be borne by the party.
2. The following storage charges will be paid every month:
 - a) Storage of Groundnut seed/pod in Non-AC/ Cold Storage @ **Rs ../- per qtl per month.**
 - b) Storage of Heavy weighted seeds(Cereals and Pulses) other than G. Nut seed/pods in Non-AC/Cold Storage @ **Rs ... /- per qtl per month.**
3. The charges for storage of seed for less than a month will be paid on daily basis. The party has to submit invoice bill with relevant storage details to the Area Offices for payment. The loading and unloading charges will be borne by NSC.
4. Rate should be valid up to Two Years from the date of commencement of this agreement.
5. 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.
6. That the Agreement will be in force for Two year fromand which shall be extended for a period of One year on mutual consent of both the parties.
7. Party has remitted Rs.- towards the security deposit onthrough CR No.Dated

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:

Witnesses:

1. Signature

1. Signature

Name:

Name:

Address:

Address:

2. Signature

2. Signature

Name:

Name:

Address:

Address:



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SECTION-VI**FINANCIAL BID**

(To be filled in online mode)

(FOR OFFLINE TENDER TO BE FILLED IN COMPANY LETTER HEAD & ENCLOSED IN SEPARATE SEALED ENVELOPE)

S. No.	Location	Rate offered inclusive of Electricity, Security & taxes, Insurance Charges, spraying & fumigation charges etc. (Rs/ctl/Month)			
	Name of Area Office under which Storage Godown is located.	For Non A/C Godown		For Cold Store	
		For Ground nut Seed/Pod	Others (Heavy weighted seeds)	For Ground nut seed/Pod	Others (Heavy weighted seeds)
1	Bellary				
2	Chikkaballapura				
3	Davangere				
4	Dharwad				
5	Hassan				
6	Haveri				
7	Mysore				
8	Mandya				
9	Raichur				

Note:

This offer is made after taking into considerations and understanding all the terms and conditions stated in the tender document and agreeing to the same.



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CHECK LIST OF ENCLOSURES FOR TECHNICAL BID:

S. No.	Particulars	To be filled up / upload by the Bidder	For Offline tender
1	Tender fee as per NIT (Non- refundable): - Online Transfer Details	To be filled up	Cash Receipt to be send to this office
2	EMD as per tender Online Transfer Details	To be filled up	DD to be enclosed in separate cover along with tender document caption with “DD for EMD & Tender Fees”
3	Certificate Firm Registration	Copy to be upload	Copy to be Enclosed
4	Certificate of registration of Godown	Copy to be upload	Copy to be Enclosed
5	Partnership Deed (if Partnership firm).	Copy to be upload	Copy to be Enclosed
6	Authorized Person details and Authorization letter for signing of documents, (if it is limited company or partnership firm or partnership dealers).	Copy to be upload	Copy to be Enclosed
7	GST Registration copy	Copy to be upload	Copy to be Enclosed
9	PAN Number	Copy to be upload	Copy to be Enclosed
10	Income-tax Return for the FY 2019-20 & FY 2020-21	Copy to be upload	Copy to be Enclosed
11	Name and addresses of the Bank, Account No., IFSC Code.	To be filled up	Filled up Copy to be Enclosed
12	Seed Storage Licence No and validity period	Copy to be upload	Copy to be Enclosed
13	Seed Certification Agency Licence and Agency Name (if applicable)	Copy to be upload Optional	Copy to be Enclosed Optional
14	Storage Experience Certificate of 2019-20 and 2020-21	Copy to be upload	Copy to be Enclosed
15	MSME / NSIC certificate and item with MSME UDYOG ADHAR MEMORANDUM	Copy to be upload Optional	Copy to be upload Optional
16	Technical Bid as per Section-IV / Annexure-A	Copy to be upload	Copy to be Enclosed
17	Affidavit certificate as per Section IV / Annexure “B”	Copy to be upload	Copy to be Enclosed
18	Other document if any in support of the tender.	Copy to be upload	Copy to be Enclosed

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



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