

NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNERTAKING)
Central State Farm, Suratgarh
DISTT- SRIGANGANAR, RAJASTHAN-335804

File No. No. CSF/SOG/CWC/2-23

Dated- 10/05/2024

NOTICE INVITING TENDER LEASING OUT STORAGE GODOWN OF 1,18,540
SQ.FTCOVERED AREA AT CENTRAL STATE FARM, SURATGARH
(RAJASTHAN)

National Seeds Corporation Limited (NSCL), a Schedule „B“ Mini-Ratna Category-I company and a fast growing Central PSU under Ministry of Agriculture & Farmers Welfare engaged in the business of Production and Distribution of certified seeds invites online e-tender under two bid system [Technical Bid & Financial Bid] “Tender (Under two bid system-Technical Bid & Financial Bid)” for Leasing Out of, 1,18,540 Sq. ft. (total 5 Nos Godown) covered area at Central State Farm, Suratgarh for a period of 03 years. Details of eligibility criteria, tender schedule and other Terms and Conditions can be viewed and downloaded from <https://indiaseeds.enivida.com> & www.indiaseeds.com

Particulars	Details
Date of issue of NIT	10/05/2024
Download Start Date/time	10/05/2024 01:00 PM
Download End Date/time	31/05/2024 11:00 AM
Last Date and time for submission of online bid	31/05/2024 01:00 PM
Date and time of opening of Technical Bid in Online mode at CSF, Suratgarh	31/05/2024 03:00 PM
Validity of Bids	90 Days
Tender Fee(To be deposited online) [Non-Refundable]	Rs.1,180/- [Rupees One Thousand one hundred eighty] only
EMD [Refundable]	Rs.1,00,000/- [Rupees One Lac] only
Address for Communication	Dr. Chanchal Sah, Farm Head, National Seeds Corporation Ltd., Central State Farm, Suratgarh, Shri Ganganagar Rajasthan - 335804. Tel No. [e-mail:csf.suratgarh@indiaseeds.com]

Detailed eligibility & other criteria may be viewed from the tender document. Online in the website www.indiaseeds.enivida.com, the interested parties fulfilling the requisite prescribed criteria are required to submit their online proposal by 31/05/2024 NSC reserves the right to modify, expands, restrict, scrap, refloat or cancel the tender at any stage without assigning any reasons. Responses received after the stipulated time period or not in accordance with the specified format will be summarily rejected.

Interested Party fulfilling the above eligibility criteria may submit tender document online on payment of Rs. 1,180/- (Rupees One Thousand one hundred eighty only). The tender document will also be available at NSC website www.indiaseeds.com, any updation or amendment in the tender documents will be done only on www.indiaseeds.enivida.com.

Farm Head
Central State Farm, Suratgarh

INDEX

S. No.	Description	Page No
1.	Notice Inviting Tender Document	1-2
2.	Instructions to Bidder –Online Mode	4-5
3.	General Terms and Conditions and Scope of Contract	6-8
4.	Tender Document	9
5.	Preparation of Tender	10-13
6.	Lease Deed	14-18
7.	Bidder's Profile (Technical Bid)	19-20
8.	Financial Bid Format	21
9.	Bid Form	22

INSTRUCTIONS TO BIDDER – ONLINE MODE

1. Bidders/Vendors/Suppliers/Contractors must get themselves registered on the portal for participating in the e-tenders published on <https://indiaseeds.enivida.com> by paying the charges of Rs. 2360/- (Inclusive taxes) per year.
2. Bidders must provide the details of PAN number, registration details etc as applicable and submit the related documents. The user id will be activated only after submission of complete details. The activation process will take minimum 24 working hour's enividahelpdesk@gmail.com
3. Bidders must have a valid email id and mobile number.
4. Bidders are required to obtain Class 3 Digital Certificates (Signing & Encryption) as per their company details.
5. Once bidder DSC is mapped with the user id, the same DSC must not be used for another user id on the same portal. However bidder can update the digital certificate to another user id after un-mapping it from the exiting user id.
6. Bidders now can login with the activated user Id & DSC for online tender submission process in this portal.
7. Bidders can upload required documents for the tender well in advance under My Documents and these documents can be attached to the tender during tender participation as per the tender requirements. This will save the bid submission duration/time period and reduce upload time of bid documents.
8. Bidders must go through the downloaded tender documents and prepare and upload bid documents as per the requirements of the department.
9. Once the bidders have selected the tenders they are interested in, Bidders will pay the processing fee Rs 550/- per tender (NOT REFUNDABLE) by net-banking / Debit / Credit card then Bidder may download the Bid documents etc. Once Bidders will pay both fee tenders status will be shown "form received". This would enable the e- tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.
10. Bidders are advised to read complete BoQ/SoQ/Price Bid/Financial Bid and Terms & Conditions before quoting rates in the bid document.
11. Any modification/replacement in BoQ/SoQ/Price Bid/Financial bid template is not allowed. Bidders must quote only in predefined fields in the bid sheet and save the bid sheet. After saving, the same bid sheet must be uploaded in the portal.
12. Bidders must pay required payments (Tender fee, EMD, Tender Processing Fee etc.,) as mentioned in the tender document, before submitting the bid.
13. Bidders are recommended to use PDF files for uploading the documents. Only price bid sheet will be in Excel format.
14. The bidders must ensure to get themselves registered on the portal at least 1 week before the tender submission date and get trained on the online tender submission process. For tender submission and registration process bidders are advised to refer respective manuals on website. Tender inviting Authority/Department will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues like internet connectivity/PC speed/etc...
15. Offline Submission of bids/documents/rates by the bidders will not be accepted by the department, under any circumstance.
16. After final submission of the bid, a confirmation message and bid submission acknowledgement will be generated by the portal. The bid submission acknowledgement contains details of all documents submitted along with bid summary, token number, date & time of submission of the bid and other relevant details. Bidder can keep print of the bid submission acknowledgement.
17. If bidder is resubmitting the bid, bidder must confirm existence of all the required documents, financial bid and again submit the bid. Once submitted, the bid will be updated.

18. Submission of the bid means that the bid is saved online; but system does not confirm correctness of the bid. Correctness of the bid will be decided by tender inviting authority only.
19. The time displayed in the server is IST(GMT 5:30) and same will be considered for all the tendering activities. Bidders must consider the server time for submission of bids.
20. Bid documents being entered by the Bidders/Vendors/Contractors will be encrypted at the client end and the software uses PKI encryption techniques to ensure security/secretcy of the data. The submitted bid documents/data become readable only after tender opening by the authorized individual.

Thank You

Technical Support - Phone: 9355030617, 8448288980
Tel: 011-49606060

Email ID - enividahelpdesk@gmail.com, enivida2021@gmail.com

GENERAL TERMS AND CONDITIONS AND SCOPE OF CONTRACT

1. About 1,18,540 square feet (Total 5 Nos. Godown) of Storage Godown available at Bhagwansar village at Central State Farm, Suratgarh shall be given on 3 (Three) years lease, "As is Where is" basis.
2. The lease shall be for a period of 03 years and shall be further renewed on mutually agreed on the terms and conditions. The negotiations for the same shall be discussed and finalized within six months prior to the expiry of the above lease period of 03 years.
3. The successful bidder has to pay the monthly rent plus service tax/GST on or before the 7th day of each English calendar month. The rent shall be charged from the day the lesser gives possession of the above said area to lease.
4. To pay all the charges for consumption of electricity and water as per bills prepared by the Rajasthan Electricity and water supply department for the same premises. The cost of electricity supply and water supply to be borne by the lessee at own cost. Water/Electrical charges are payable by the lessee on actual usage as per sub meter within 15 days from the date of receipt. Water charges are to be paid to NSC within 7 days from date of issue of bills in this regard.
5. The lease agreement shall be required to be registered with the appropriate authority within one month of issue of Letter of Intent (LOI). Full cost of Stamp Duty & Registration Charges to be borne by Lessee. The Lessee shall execute a suitable lease agreement for a period of 3 years extendable mutually.
6. To pay or any taxes, levies or charges imposed by the government or local authorities in respect of the lessee's trade profession which the lessee may by law be required to pay.
7. The Performa of Lease Agreement copy as per Annexure, There may be some minor changes/modification in Lease Agreement if required, mutually agreed upon by the both parties during the finalization of the same.
8. The lease is for a period of 3 years. The lease rent shall be increased @ 5% after completion of every 1 years. It is hereby explicitly agreed between the parties that the lease can be renewed only at the option of both the lessee and the lessor on mutually agreed terms and conditions. However the lessee can vacate the premises before the expiry of the lease after giving Six months notice in writing to the lessor.

9. Lessee has to keep the interior of the said premises in good conditions (reasonable wear and tear and damage by fire, earth quake).
10. The letter of intent for handing over the site will be issued to the Lessee after the receipt of security deposit and the advance rent.
11. Godown is to be used only for storage purpose. No hazard material or extra hazard material shall not be stored. Stock insurance will be done by the lessee only.
12. The lessee will be responsible for any damage to the godown during the usage and NSC have right to claim for the damages. Prior approval of NSC is required for any modifications in civil works.
13. The lessee shall not sublet the godown under any circumstances. If done so, it will be viewed as breach of the contract on the part of lessee and lease will be cancelled immediately and legal action will be initiated against the lessee.
14. The lessee shall carry-out the alternate repairs as required to keep the godowns in a leak proof condition and fit in all respects for storage.
15. The lessee will insure the godown and its contents and will be responsible for any loss due to natural calamities. National Seeds Corporation Limited will not be held responsible for loss of the contents in the godown due to natural calamities.
16. The lessee shall maintain at their own cost the godowns or premises in a moderate condition.
17. The lessee should not give sub-lease / transfer rights to any other party.
18. The bidder and National Seeds Corporation Limited should enter into an agreement and all the incidental expenses connected with the execution and stamp paper will be borne by the lessee.

Note: - Delay in payment of above Rent/ taxes/charges will attract penal interest 18% p.a.

RESPONSIBILITIES OF THE BIDDER

1. The bidder is responsible to abide by the conditions as stated in general terms and conditions and scope of contract above.
2. No Objection Certificate / License / Registration / approval / sanction / clearance from appropriate authorities as may be required under environmental laws and other statutory provisions are to be arranged by the lessee.
3. Licensee is liable to comply all the requirements and obligations for the use of land as specified by governing laws of appropriate authority.
4. For any injury of workmen engaged/deputed by the Lessee due to accident arising during execution of contract will be at bidder's part and National Seeds Corporation Ltd will in no way be held responsible for the claim and/or compensation and the bidder will be liable to pay compensation as admissible under Workmen Compensation Act, 1923 as amended from time to time.
5. The **successful** Lessee would be responsible for the charges as may be suffered / incurred by for any losses/ damages/ shortage/ pilferage/ theft of any materials or for any happening due to their default, negligence, misbehavior etc. The National Seeds Corporation Ltd reserves the right to make good all sorts of losses/ damages / shortage /pilferage/ theft in full, from the bidder.

TENDER DOCUMENT

1. The scope, bidding procedures and contract terms and conditions are prescribed in the Tender Document. The Bidder is expected to examine all instructions, forms, terms and conditions in the Tender Documents. Failure to furnish all information required as per the Tender Documents or submission of the bids not substantially responsive to the Tender Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

2. A prospective bidder, requiring any clarification on the Bid Documents shall notify National Seeds Corporation, Central State Farm, Suratgarh in writing not later than 10 days prior to the date of closing of the Tender. At any time, prior to the date of submission of bids, National Seeds Corporation Ltd, Central State Farm, Suratgarh may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents by amendments and these amendments will be binding on them.

CLARIFICATION ON TENDER DOCUMENTS: A prospective bidder, requiring any clarification on the Tender documents shall notify the National Seeds Corporation Ltd CSF, Suratgarh in writing or by FAX/ e-mail at the National Seeds Corporation Ltd CSF, Suratgarh given mailing address indicated in this document. National Seeds Corporation Ltd New CSF, Suratgarh shall respond in writing to any request for the clarification of the Tender Documents, which it receives not later than 10 days before the date of submission of Tender. Copies of the query (without identifying the source) and clarifications by National Seeds Corporation Ltd CSF, Suratgarh shall be put on the National Seeds Corporation Ltd web site. However, National Seeds Corporation Ltd reserves the right, in their sole discretion not to answer any question raised or provide clarification sought, if it is considered that it would be inappropriate to do so. Nothing in this section shall be taken or read as compelling or requiring National Seeds Corporation Ltd CSF, Suratgarh to respond to any question or to provide information.

Cost of Tender Documents: Tender cost of Rs.1,180/- will be paid online to the National Seeds Corporation Ltd, CSF, Suratgarh.

PREPARATION OF TENDER

Annexure: III

The Tender Form and Price Schedule shall be completed in all respects along with the required documentation. Bids are liable to be disqualified if all information called for are not furnished.

BID RENT: The bidder shall quote Rent per Sq.ft., without modifications and alteration of tender terms and conditions.

BID EMD

1. The bidder shall furnish, as part of his bid, a bid security (EMD) for **Rs.1,00,000/- (Rupees One Lac Only)** online. The bid EMD is required to protect National Seeds Corporation Ltd against the risk of bidder's conduct, which would warrant the forfeiture of EMD.
2. The bid security of the unsuccessful bidder will be discharged / returned within 90 days of finalization of the tender or after the expiry of the bid validity period. The successful bidder's bid security will be discharged / returned upon the bidder's acceptance of the Letter of Intent satisfactorily and furnishing the performance security and advance rent along with duties and taxes.

The bid security may be forfeited:

3. If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or in the case of successful bidder, if the bidder fails to sign the contract in time. In both the above cases, the bidder will not be eligible to participate in the Tender for same item for one year from the date of issue of final notice on this subject. The bidder will not approach the court against the decision of National Seeds Corporation Ltd New Delhi in this regard.

VALIDITY OF TENDER

4. Tender shall remain valid for 90 days from the date of opening of bid prescribed by National Seeds Corporation Ltd. A bid valid for a shorter period may be rejected by the National Seeds Corporation Ltd New Delhi being non-responsive. In exceptional circumstances, the National Seeds Corporation Ltd New may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause at above shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

FORMAT AND SIGNING OF TENDER

5. The bidder shall submit his bid through sealed envelopes physically, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated by hand signatures by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.
6. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or person assigning the bid.

EVALUATION PROCESS

7. **The Bidder who quotes the highest [excluding taxes and duties] to National Seeds Corporation Ltd will be selected as successful bidder. The selected bidder will have to enter into an agreement with National Seeds Corporation Ltd CSF, Suratgarh, defining various terms and conditions as per this bid document.**
8. The right to suspend the short-listing process or part of the process, to accept or reject any or all the offers of the tender at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reason thereof is reserved by National Seeds Corporation Ltd New without any obligation or liability whatsoever.
9. This tender constitutes no form of commitment on part of National Seeds Corporation Ltd New . Furthermore, this tender confers neither the right nor an expectation on any bidder to participate in the proposed bid.

Disqualification

10. National Seeds Corporation Ltd New Delhi shall not consider any tender that is found to be incomplete in contented /or attachments and /or authentication etc.
11. Without prejudice to any other rights & remedies available to National Seeds Corporation Ltd a bidder may be disqualified and its tender dropped from consideration for any of the reasons including but not limited to those listed below:-
12. If a misrepresentation / false statement is made by the bidder, at any stage, whether it is technical, Financial, document or otherwise.
13. If it is discovered at any time that bidder is subject matter of winding-up / insolvency or other proceedings of a similar nature.

14. If information becomes known which would have entitled National Seeds Corporation Ltd to reject or disqualify the relevant bidder, even after the interested party /bidder has been qualified to receive the tender / award of contract, National Seeds Corporation Ltd reserves the right to reject the said party / bidder at time or at any time after, such information becomes known to National Seeds Corporation Ltd. National Seeds Corporation Ltd CSF,Suratgarh decision that any of the events specified above has occurred shall be final binding and conclusive.

15.CHANGE IN PARTNERSHIP FIRM: For Co./Sole Proprietor Firm/LLP/other form of Corporate Bodies.

16. Where the bidder/Lessee is a partnership firm, a new partner shall not be introduced in the firm except only upon obtaining the prior consent in writing of the NSC.

17. On the death or retirement of any partner of the Lessee firm before the due performance of the contract, the purchaser may at this option cancel the contract and in such case the Lessee/Bidder shall have no claim whatsoever for the compensation against the purchaser.

a. (The Contractor shall obtain the prior consent in writing from the Purchaser/ tenderer in case any change is proposed in the Governing body of the Lessee/Bidder)

18. **TRANSFER AND SUBLETTING:** - The bidder shall not transfer, assign, sublet or otherwise part with the contract to any person, firm or company directly or indirectly or any part thereof without the prior written consent of the Corporation.

19. **INDEMNITY:-**The lessee/bidder shall at all times indemnify the Corporation against all claims (loss/damage cost / expenses penalty/charges/fees etc. including legal /attorney expenses) which may be made in respect of the said items for infringement of any right protected by patent, registration of design or trade mark, multiplication & propagation of plants from supplied plants/ planting material, breach of any terms and condition of the contract, non-compliance of any applicable law, negligence, fraud, misrepresentation or any act on omission being made against the Corporation, the Corporation shall notify to the bidder/lessee of the same and the bidder/lessee 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 bidder/lessee shall make good the amount so payable and the expenses incurred on that behalf.

20. **Confidentiality Clause-** The bidder shall treat as confidential all designs/ drawings, data or information written or verbal supplied by Corporation and shall use its best and covers to ensure that such information is not divulged to any third party, except with consent of Corporation were necessary for the purpose of performance of its/ obligation hereunder and subject to similar undertaking being obtained from such third party to treat such data/ information as confidential.

FORCE MAJEURE

21. If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of National Seeds Corporation Ltd New Delhi in this regard shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, National Seeds Corporation Ltd may, at its option, terminate the contract.

TERMINATION FOR INSOLVENCY

22. National Seeds Corporation Ltd New may at any time terminate the Contract by giving written notice to the contractor, without compensation to the contractor, if the Collaborator becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to National Seeds Corporation Ltd.

LEASE DEED

This agreement/deed made at Suratgarh on _____ to take effect from day of, 2023 between National Seed Corporation Limited, a Government of India Undertaking through it authorized person _____ having its Registered Office at Beej Bhawan, Pusa Complex, New Delhi- 110012 (hereinafter called the Lessor which expression shall wherever the context or meaning so require or permits be deemed to include their liquidators, receivers, successors, administrator and assigns) of the FIRST PART.

AND

_____ having its Office at _____ acting through Authorized representatives _____ vide board resolution dated _____ (hereinafter called the Lessee which expression shall be deemed to include its successors, legal representative and assigns) of the SECOND PART.

WITNESSETH AS FOLLOWS

In consideration of the rent hereinafter reserved and all the covenants and conditions hereafter contained on the part of the Lessee to be paid observed and performed, the Lessor who is owner thereof hereby grants, transfers premises by way of lease, _____ feet together with the right of entrance, use of passage, staircase, and other easements attached with the said premises and to hold the premises unto the Lessee from _____ for a term of up to _____ years on terms hereinafter contained. The said space shall be used by the Lessee for _____.

I THE LESSEE HEREBY CONVENANTS WITH THE LESSOR AS FOLLOWS:

1. To pay the monthly lease rent @ _____ per square feet per month excluding the GST total amounting to Rs. _____ INR on or before the 7th day of each English Calendar month after deducting the applicable TDS by cheque or bank transfer.
2. The lease shall commence/ shall be deemed to have been commenced on the _____ and shall, subject to the terms hereof, continue for a term of _____ years with option to extend/renew the said Lease for a further period as set out in Clause III(4) hereof.
3. The Lessee shall also deposit Six_ months'' rent i.e., Rs. _____ INR as an interest free security deposit with the Lessor by Demand Draft/RTGS/NEFT No. _____ dated _____ drawn on _____ which will be refunded to the Lessee upon completion/termination of the lease tenure. In addition to the security deposit as above, the Lessee shall further pay one month''s advance rent of _____ INR +GST and deducting TDS as applicable to the Lessor before getting actual possession from the Lessor which rent shall be adjusted against the rent payable for first month of lease starting from _____. Form 16 shall be provided by the Lessee in regard to TDS.
4. To pay all charges for consumption for electricity, based on separate meter readings and to pay charges for water consumption based on building meter readings and prorated by floor based on number of floors occupied, in accordance with the bills received from the Authorities concerned in the connection.

5. To pay all or any taxes, levies or charges imposed by the Government or any other Local Authority, or Municipal Authority in respect of Lessee's trade and Profession which the Lessee by law be required to pay.
6. Not to sublet, assign, or otherwise to part with possession of part or whole of the said premises without prior written consent of the Lessor.
7. Subject to the Lessor's covenants in part II hereto below, to keep the interior of the said premises in good repairs, order and conditions subject to normal wear and tear at the lessors' cost.
8. The Lessee may erect temporary partition/partitions for making any cabins etc. and/ or may remove, alter any or the non-load bearing wall/walls, fittings, doors, windows etc. and to make any such other alternations/modifications as may be temporarily required by the Lessee at their own cost provided that upon the expiry of the lease the said premises will be restored in its original condition at Lessee's cost, if required. The Lessee can conduct renovations after normal business hours. However, in no case lessee shall de-shape or disturb by breaking the walls, roof or doors of the rented premises without prior written permission of the lessor.
9. To permit the Lessor and his agents, surveyors and worked with all necessary appliances to enter into the said premises during normal business hours by prior notice in writing to the Lessee for the purpose of viewing the condition of the said premises or for doing such works or improvements of the said building and the water pipes and drains and electrical connections etc. or ensuring compliance for covenants and conditions contained therein by lessee.
10. To deliver the said premises at the end or otherwise sooner termination of the said lease together with the Lessor's fittings and fixtures in such repairs or conditions consistent with covenants and conditions on the part of the Lessee herein contained.
11. It shall be the responsibility of the Lessee to maintain all the sanitary fittings in the working order; however, the Lessor is responsible for fixing all structural plumbing issued or attending problems not related to the Lessee's action. The Lessee will ensure that the water taps are properly closed at the closure of the office to avoid any leakage of water which may cause damage or nuisance to the building.

II THE LESSOR HEREBY CONVENANTS WITH LESSEE AS FOLLOWS:

1. Subject to Lessee's covenants, the Lessor shall pay all present rates, taxes, ground rent, house tax and other charges imposed or payable to the Municipal Authorities or Government or local authorities in respect of the said premises.
2. The Lessee shall actually enjoy the said premises during the said term without interruption by the Lessor or by any person lawfully claiming under or in trust as long as the Lessee keeps on paying the rent and observing or performing all the covenants and conditions contained herein on its part.
3. The Lessee shall also have a right to put up such signs and install such communication and any office equipment etc. to make full use of the said premises for running of its office from the said premises.
4. The Lessor shall by itself or through a maintenance agency maintain the said building which the said premises is located including the common areas and elevators in proper habitable/working conditions at its cost by carrying out all kinds of major structural repairs and maintenance.

5. The Lessor shall offer full co-operation to the Lessee to process through application. If made by the Lessee to the concerned Authorities for obtaining necessary permission/sanction which are required by the Lessee to carry out its operations in the said premises and for this purpose sign and execute necessary actions, documents, no objection certificates/letters etc. as may be required by the concerned Authorities from time to time. But this will not cover availing advances, loans or borrowing of funds from Banks or Financial institutions or other obligations of financial nature with/from third party.

6. The Lessee, their servants, agents, business partners, service providers, distributors, employees shall be entitled to use the said premises together with the right of access thereto and/or over all premises, passages, entrances, stairs, lobbies, landings or to other pathways for and ingress thereto and egress there from to the main road which shall be held unless exclusively withheld, appurtenant in common with others entitled to similar use and without causing any disturbance to others during normal working hours and working days.

7. The Lessor shall have the said premises secured at all times by a security personnel positioned on the ground floor.

III. PROVIDED ALWAYS AND ITS IS HEREBY MUTUALLY AGREED AS FOLLOWS;

1. With effect from____.____.2023, the lease it for a period of upto_____years.

2. The Lessee can vacate the said premises before the expiry of any lease period after giving six months“ notice in writing to the lessor and similarly, the lessor also has the right to get vacated the lessee by giving six months „notice in writing.

3. In the event the tenancy hereby created, is terminated prematurely in consonance with Clause III(2), the lessee shall pay a proportionate part of the rent for the fraction of the current month up to the date of such vacation of premises. The rate of rent hereby agreed is liable to revision during the renewal, if any, of the lease after the expiry of the five years from the start of the lease or revision of the rent provided that such revision shall be enhanced on the negotiable basis to the maximum extent of 25%.

4. If the Lessee shall be desirous of taking a new lease of the said premises, after the expiration of the term hereby granted, the Lessor will renew the lease for a period mutually agreed upon between the Lessee and the Lessor, in accordance with the covenants, agreements and conditions as in the present agreement including the present for renewal.

“Provided that in the event of expiry of the terms of the lease, whenever an action for renewal described above is pending with the lessee and the premises remain in actual occupation, the payable rent at old rate shall continue to be paid on provisional basis till the date of final decision on renewal or the date of eviction, as the case may be in case of renewal at different rate, suitable adjustment by extra payment or deduction shall be permitted, to Lessee.”

“Provided further that the Lessee shall take action so far practicable to take a new lease of the said premises within a period of six months after expiry of the term hereby granted”.

5. The aforesaid rent is on the basis of the present tariff of house tax, ground rent and existing taxes charges by the Government or Municipal Authorities and other local Authorities which shall be borne by the Lessor. In case the said Authorities increase their taxes, or impose new taxes at any later date, the difference between the

present taxes and the raised new taxes should be borne by the Lessee provided such tax is covered by the Lessee's covenants in Part I herein above. In case of increase in any tax, the relative bill shall be presented by the Lessor to the Lessee.

6. Neither party shall be liable to the other for its failure to perform or fulfill any of its obligations to the extent that its performance is delayed or prevented, in whole or in part, due to acts of Government, acts of God, Floods, cyclones, earthquake, fires, wars, riots, strikes, (unless caused by the acts or omissions of the Lessor, or the lessor's failure to act in good faith to resolve the same), sabotage, orders of Governmental or other Statutory Authorities, national emergency, or any other similar causes beyond the reasonable control of the party affected ("Force Majeure"). In the event the said premises or any part thereof is rendered unfit for the purpose for which the same was let due to Force Majeure, or if the Lessee is prevented from using the same for a period more than thirty (30) days due to force Majeure then the Lessee shall have the right to terminate this lease immediately. However, in the event of evoking the clause of Force Majeure, party has to intimate the other within 48hrs by a written notice. The Lessee shall not be liable to pay to the Lessor, the rent and all other amounts as payable under these presents for the portion of the said premises which is unusable by the Lessee during pendency or Force Majeure until such portion of the said premises is restored and made usable again.

7. In case any dispute arises between NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions, then it shall be binding upon parties to resolve issues under the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time. Under this provision, the Chairman-cum-Managing Director, National Seeds Corporation Limited with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall be in English Language. The court of Delhi shall have the jurisdiction.

If the party is an Government body then In the event of any dispute or difference relating to the interpretation and application of the provisions of this agreement between the parties, they matter may be resolved via mutual understanding and negotiation. In case the negotiation fails, then such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14.12.2022 as amended from time to time for adjudication.

8. In the event of any further dispute after conciliation/ arbitration relating to or arising out of this agreement between the parties, the same shall be settled by the Competent Court at Delhi/ New Delhi

9. Any notice to be given under this agreement shall be in writing and shall be deemed to have been duly and properly served upon the Parties hereto if delivered against acknowledgement or by registered mail with acknowledgement due, addressed to the parties. Any change in addresses will be duly notified by the Parties to each other from time to time

10. The term of this Agreement shall be for __ years from the date of entering into the agreement. The same shall be automatically renewed for successive, additional _____ year terms or as mutually decided by the parties unless either party delivers written notice to the other at least

_____ days prior to the end of any term of an intention to terminate this Agreement or to renew it.

11. This Agreement contains the entire understanding between the parties and supersedes all prior or contemporaneous oral or written agreements, commitments understanding or communication with respect to the subject matter thereof.

12. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver nor shall it deprive such party of the right thereafter to insist upon strict adherence to that term or any term of this Agreement. Any waiver must be in writing signed by the waiving party.

13. The Lease Deed shall be registered at the cost of the Lessee and the Lessee shall pay the stamp duty on the Lease Deed. The original Lease deed shall be retained by the Lessor.

14. If the Lessee commits breach of any the conditions and covenants herein contained then without prejudice to all such sums, as may be due to and recoverable by the lessor under these PRESENTS, the premises shall be returned by the lessee to the Lessor after termination of the agreement by efflux of time or otherwise.

15. No amendment of any provision of this Agreement shall in any event be effective unless the same has been agreed and made in writing by both the parties

IN WITNESS WHEREOF, the parties hereto executed these presents on the ___date,___month and year above written.

LESSOR

LESSEE

WITNESS

WITNESS

1.

1.

2.

2.

BIDDER'S PROFILE & QUESTIONNAIRE. (TECHNICAL BID)

1. THE COMPANY

a) Name _____

b) Regd. Address _____

c) Address of Office _____

d) Contact Person's

i) Name & Design. _____

ii) Tel No. Landline _____ Mobile _____

iii) Email ID _____

2. Type of Firm : Private Ltd, /Public Ltd./Cooperative/Partnership Firm/MSME/NGO
(Please tick and enclose copy of Memorandum of association and partnership deed /
Registration certificate/Articles of Association/Certificate of Incorporation)

3. PAN/GIR No. : _____

(Please enclose attested photocopy)

4. GST Regn. No.: _____

(Please enclose attested photocopy)

9. Bank Details

10. Details of the Bidder's Bank

- (a) Beneficiary Bank Name:.....
- (b) Beneficiary branch Name:.....
- (c) IFSC code of beneficiary Branch.....
- (d) Beneficiary account No.:.....
- (e) Branch Serial No. (MICR No.):.....

11. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd Company):

.....

12. Earnest Money Details : Ref. No. _____ Date _____

Amount - Rs.1,00, 000/-

Signatures of authorized signatory

Name _____

Designation _____

Seal:

FINANCIAL BID**(To be put in separate sealed envelope)****FORMAT FOR SUBMITTING FOR LEASING OUT THE 1,18,540 SQ. FT. (TOTAL 5 NOS
GODOWN) COVERED AREA AT CENTRAL STATE FARM, SURATGARH****(To be submitted on letter head of firm/agency under signatures of the authorized signatory)**

**Farm Head,
NATIONAL SEEDS CORPORATION LIMITED,
(Govt. of India Undertaking)
Central State Farm
Suratgarh**

Dear Sir,

SUBJECT : Financial Bid Leasing of Godown Space

I/We, hereby submit our financial offer for taking on lease 1,18,540 SQ. FT. (total 5 numbers godown), area at Bhagwansar, Central State Farm, Suratgarh “as is where is basis”.

Particulars	Rate Offered per Sqft per month excluding GST
Non AC Godown with 1,18,540 Sqft at Central State Farm, Suratgarh, Dist- Sriganaganagar (Raj.)	Rs
	in words Rs

The offer will be valid for 90 days from the last date of submission of this bid.

The offer is made after taking into consideration understanding all the terms and conditions stated in the tender documents and agreeing to the same.

Place:-

Date :-

Signature of Authorized Signatory

(Signature with seal).....

Name of the Company:

Authorized Signature Name;

Designation:

BID FORM

To
Farm Head,
NATIONAL SEEDS CORPORATION LIMITED,
(Govt. of India Undertaking)
Central State Farm
Suratgarh

Bidder's Reference No.: Dated.....

Ref: Your Tender Enquiry No. dated

1. Having examined the above mentioned tender enquiry document we, the undersigned, offer our proposal in conformity with the said Tender.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of 90 days from the date fixed for Technical Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are bound to accept the Highest.
5. If our Bid is accepted, we will provide you with six months rent as calculated from the bid as per the contract.
6. If our Bid is accepted, we undertake to pay one month rent advance rent after extension of lease deed.
7. Until a formal Lease deed is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated the day of 20...

(Signature with seal).....
 Name of the Company: Authorized Signature;
 Name : Designation:
 Address: Mobile No:
 Email