

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

REGIONAL OFFICE: LUCKNOW

(CIN NO: U 74899 DL 1963 GOI 003913)

Phone No. 0522-3516971

E-mail id : rm.lucknow@indiaseeds.com

No. IV/Engg (6-Godown Hiring)/ NSC-LKO /2022-23

Date:-31/03/2022

Notice Inviting E-Tender

National Seeds Corporation Ltd. (NSC), **Regional Office**, Lucknow –**226029(UP)** invites online tender under two bid system from Godown/Warehouse Owners (i.e. Individual /Firm/Company etc) Hiring initially for the period of 9 Months at our sub Unit - Agra, Bareilly, Meerut, Kanpur and Shahjahanpur respectively. The bid validity will be 60 days and last date & time is 15.04.2022 upto 1400 hours. Tender fee is ₹ 590.00 and EMD is ₹ 20000.00.

Tender document and other details are available on www.indiaseeds.com ,
<https://eprocure.gov.in> and <https://indiaseeds.eproc.in> .

Regional Manager

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

REGIONAL OFFICE: LUCKNOW

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TERMS & CONDITIONS OF E-TENDER/ CONTRACT

FOR

Godown Hiring at Different Locations under RO - Lucknow

E-TENDER SHOULD BE SUBMITTED IN TWO BIDS SYSTEM ONLINE

DATE OF PUBLISHING: _____

TENDER DOCUMENT AVAILABLE FOR ONLINE SUBMISSION: 15.04.2022 UP TO 14:00 hours.

ON NSC e-Portal: <http://indiaseeds.eproc.in> OPENING

OF TENDER : Dated on 15.04.2022 at 15.00 Hours

COST OF TENDER FORM : Rs. 500 + 18% (GST) paid online only

Contact details:

Particulars	Telephone	E-mail	Fax
H.O. New Delhi	011-25842209	mm@indiaseeds.com	011- 25841337
Regional Office – Lucknow	0522- 3516971	rm.lucknow@indiaseeds.com	0522-7118213
Web Site	www.indiaseeds.com		

NATIONAL SEEDS CORPORATION LTD.

(A Government of India Undertaking – Miniratna Company)

(CIN NO: U 74899 DL 1963 GOI 003913)

REGIONAL OFFICE: LUCKNOW

No.IV/Engg./6-Godown hiring /NSC-lko/2022-23

Dt.31/03/2022

NOTICE INVITING E-TENDER

National Seeds Corporation Ltd. (NSC) , **Regional Office, Lucknow (U.P)** invites online e-tenders under two bid system from the owners who are having own godown for:-

Sr. no.	Particulars	Details
1.	Tender called for	Godown hiring at various Locations of UP state
2.	Location	Agra, Bareilly, Meerut, Shahjahanpur, Kanpur
3.	Period of contract	9 Months or upto 31.12.2023
4.	Bid validity	60 days
5.	Earnest money For Godown hiring	Rs.20,000/- (Rupees twenty five thousand)
6.	Tender Document cost	Rs.500 + 18 % (GST) (Rs.590.00)
7.	Last Date & Time for submission of e-tender	_____15.04.2022 up to 14.00 Hrs.
8.	Date & Time for opening of e-tender	_____15.04.2022 at 15.00 Hrs
9.	Venue of bid opening	National Seeds Corporation Ltd., Regional Lucknow

1. Tender document will be available on NSC e-Portal: <https://indiaseeds.com> & eproc.gov.in Up to 15/04/2022 till 11.00 hours for uploading.
2. The eligibility criteria for participation are given in the tender document.
3. Parties participating for Tender EMD amount should be submitted online along with cost of tender document.
4. **(Technical bid)** will be opened on 15.04.2022 at 15.00 hours.
5. **(Price bid)** will be opened after scrutiny of technical specifications in presence of bidders or their authorized representatives who wish to participate in the opening of tender.
6. Tenderers should be submitted both Technical bid and Price bid strictly as per instructions to tenderers given in the terms & conditions/tender documents.
7. Tender not accompanied with requisite amount of EMD & Tender cost and not submitted as per instructions contained in the tender document are liable for rejection.
8. Micro Small Enterprises registered with MSEs/NSIC for the quoted item under single point registration scheme are exempted from payment of cost of tender document and EMD as well as entitled to avail the benefit of Public Procurement Policy for Micro and Small Enterprises (MSEs) 2012, according to the policy approved in the NSC subject to furnish documentary proof in support of their claim along with their request.
9. The Corporation reserves the right to accept or reject any/all tenders without assigning any reason whatsoever and decision of the Corporation shall be final and binding on tenderer.

Regional Manager

NATIONAL SEEDS CORPORATION LTD.

(A Government of India Undertaking – Miniratna Company)

(CIN NO: U 74899 DL 1963 GOI 003913)

REGIONAL OFFICE: LUCKNOW

SECTION -I

No. IV/Engg (6-Godown Hiring)/ NSC-LKO /2022-23

Date:-31 /03/2022

National Seeds Corporation Limited, Lucknow is interested to get the hiring of godown. The online e-tender & offline sealed tenders are invited from the reputed professionals who have ready to spare godowns for storing of seeds and agriculture commodities on hired basis. Period of Contract: The contract period /rate contract will be initially signed for the period of 9 Months for following Area Offices with estimated/projected production which may vary.

Sr.No	Area Office Name & Address	Qty to be stored (Tentative)	Area Required in sqft (Tentative)
1.	NSC AGRA, B-17 UPSIDC, SINKANDRA, Agra	20000 qtls	14300 sqft
2.	NSC BAREILLY, Plot no B-26 Road No 4, PARSAKHERA Industrial Area (in front of Bharat Gas godown)	30000 qtls	21430 sqft
3.	NSC MEERUT, Opposite Mallaz Mall, NH-58, Modipuram	11000 qtls	7860 sqft
4.	NSC SHAHJAHANPUR, G-25-27, UPSIDC, JAMOUR, Shahjahanpur	30000 qtls	21430 sqft
5.	KANPUR, Plot no D-25, site no 1 , Panki Industrial Area	10000 qtls	7150 sqft

The contract period can be extended/ renewed further based on requirement and consent to complete the work on the same rate. It is expected that sizeable quantity of fresh stock and carryover stock may be available in Kharif and Rabi season. The quantity can vary depending upon the season and vagaries of nature. NSC will first utilize its own storage capacity then quantity will be spared to store in hired godown. The NSC does not take guarantee to provide the quantum. The above shown figures are tentative and may be increase or decrease up to any content as per the requirement of the corporation.

(Calculations of area required are done as per standard godown dimensions)

Eligibility and General terms and conditions for godown owner:-

- i. The bidder who are participating to provide godown on rent to National Seeds Corporation Ltd shall submit an EMD of Rs.20,000/- through online/DD (payable at Bhopal).
- ii. Godown owner should provide the space for office separate/ inside the godown and no separate charge will give for same.
- iii. Godown should have electricity connection as per guidelines of concerned department. Electricity supply will be providing to office and godown. For this a separate sub meter should be installed. The consumed electricity payment will be paid by NSCL as per consumption, the rate per unit should mention
- iv. NATIONAL SEEDS CORPORATION LTD reserves the right to terminate the contract of Hired godown at any time with one month's notice to the Godown owner.
- v. The owner should arrange for repair of broken floors, walls & roof of godown on each season so as to prevent infestation of seed. All repairs and maintenance hired godown will be done by godown owner on his own cost. The Godown owner should have GST, Professional Tax registration, PAN and should submit 3 years IT returns along with tender.
- vi. Hired godown for should be constructed of RCC and brick work and should have sufficient plinth height of at least 2 to 3 ft. from ground level to avoid dampness and also sufficient ventilation for aeration in the godown and good open able shutters/ doors and flooring of PCC or mastic flooring or trimix flooring. Storage capacity of the godown is calculated as per the norms.
- vii. All the court matter will be dealt with new Delhi Court irrespective of location of godown/warehouse and irrespective of the dispute arising at location.
- viii. The bidder should seal and sign on every page of bid, each and every document should be signed / digitally signed.
- ix. The godown/warehouse lock key will be with National seed corporation ltd.
- x. All the safety measures like fire extinguisher, sand buckets, pest control and rodent control has to be present all time in the processing plant and all the arrangement for the above will be done/borne by contractor/custom processor.

- xi. Before finalizing of godown/contractor, a committee from Regional Office Bhopal will visit the L-1 party for the inspection of godown and for the verification & physical inspection of specification provided by the L-1 bidder. NSC reserves the right to cancel the tender if specifications are not in accordance the technical bid by L-1 party.
- xii. The NSC decision in respect to committee report would be final and NSC reserves the right to cancel any tender even if the rates offered in tender are L-1.
- xiii. The premises of hired godown should have either compound wall or at least barbed wire fencing or chain link fencing to protect premises and for protection of seed processing plant, hired godown and stock.
- xiv. Sufficient lights in the godown and in the open premises xv. No security or watch and ward charges will be provided by NATIONAL SEEDS CORPORATION LTD and sufficient Security/ watch and ward has to be provided by the Godown owner for 24 hours.
- xv. Hired godown should be located on elevated ground area and should not be nearby river/ Nala/ stream or should not be located near explosive industry to avoid fire. Similarly location of plant and godown should be approachable to market within the city/located near to city and conveniently approachable by pakka road through all seasons and time, so that Certification & NSC Officials, transportation (truck & Lorries) and post and courier services easily reached as and when required.
- xvi. Hired Godown should have brick wall, steel shutters, steel/ wooden ventilator and A.C. Sheets roof preferably instead of G.I. Sheets or powder coated tarpapered sheets and the height of the godown to eve level should be minimum four metre (13 feet) from plinth level.

Payment terms:-

- Custom processing: Refer as mentioned in point-6(common terms and conditions) of Section-II. TDS @2%/1% or Tax deducted as per Income tax Act 1961, from each bill, when valid PAN Card/GST certificate is produced. Otherwise, as per rules, it shall be deducted for custom processing work.

Godown hiring:-

Refer as mentioned in point-6(common terms and conditions) of Section-II. TDS @10% or applicable taxes as per Income tax Act 1961, from each bill will be deducted for hired godowns. Taxes: All the indirect taxes like GST, Municipality/Nagar palika etc will be borne by godown owner as per rule.

Signing of contract:-

Pre contract integrity pact: - successful tenderer whose work order of value of Rs. more than one crore than they have to execute pre contract integrity pact in the prescribed Performa.

Liquidity Damage:-

In case of failure of any of the term & condition of the contract, loss of produce due to non maintenance of the godown/ storage condition/ theft/ burglary/ fire/ natural disaster then the corporation may impose the penalty to the godown provider of the value of the estimated loss.

Refund Of Earnest Money:-

(A)Unsuccessful Tenderers: 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 and the Corporation will not be responsible for reimbursing to the tenderers the Bank's Commission for encasing the same.

(B) Successful Tenderers:

- i) The successful tenders to fulfill the requirement of signing of agreements, submission of security money and signing of Pre contract integrity pact (if more than 1 cr. order) as per the format given in the tender document and furnish documents and furnish composite bank guarantee in the manner indicated in the tender. ii) After the successful tender, tenderer has to complete formalities as stated above, the earnest money deposit will be refundable to him/ them. No interest shall be allowed on earnest money.

Forfeiture of EMD:-

If a tenderer withdraws its tender during the period of Tender validity specified by the NSC on the Tender Form:

Default & Risk purchase:

The corporation shall have right to declare the contract at the end at the risk and cost of the supplier and the supplier shall be liable for any liquidated damaged for delay as above provided and for any additional expense, losses or damages which the corporation may be put to incur or sustain reason of, or in connection with contract's default.

Payment :-

All the payments of processing contract will be released by the concerned regional office through RTGS/NEFT. After making necessary deductions and any other recoverables. All the bank charges shall be borne by the custom processor/contractor.

MSMEs Registered party :-

Micro Small Enterprises (MSEs) registered with NSIC for the quoted item under single point registration scheme in India are exempted from payment of cost of tender document and EMD as well as entitled to avail the benefit of Public Procurement Policy for Micro and Small Enterprises (MSEs) 2012, according to the policy approved in the NSC subject to furnish documentary proof in support of their claim along with their request.

Settlement Of Disputes: -

All disputes in relation to the tender, the contract or the interpretation of any of their terms or implementation thereof or arising out of or concerned directly or indirectly with the contract shall be referred to the arbitration or a single arbitrator to be appointed by the Chairman-cum-Managing Director of the 14 14 Corporation/purchaser and in the absence of CMD, the highest Executive Officer of the Corporation shall make such appointment. The venue of arbitration shall be at New Delhi. The court of law at the New Delhi/Delhi alone will have jurisdiction in the matter of any disputes whatsoever.

CC TV CAMERAS:-

Godown should have equipped with CC TV cameras facility both inside and outside of processing plant as well as godown.

SPECIAL CONDITIONS FOR Hired godown:-

1. Rate for Hiring of godown will be quoted on the basis of ₹..... .Per Sq ft/per month. Quoted rate should include all applicable taxes. Taxes & Security are to be borne by the party. All taxes like property tax, water tax, Municipality tax etc. will be borne by godown owner.
2. The space considered for billing is inside dimension of godown.
3. Godown should be situated near to respective area office having sufficient storage capacity for seed storage for a period of **09 months/as requires**.
4. After finalizing bid successful bidder should execute the agreement in judicial Rs.500/ stamp paper.
5. The godown owner must specify the size of godown (Length & Breadth), height of the godown must also be disclosed. Godown will be used for storage of seed and other allied material. There should be proper ventilation in the godown and should be suitable for storage of seed.
6. The tender must have to deposit interest free earnest money (EMD) ₹ **20,000/-** (₹ Twenty Thousand only) in online mode only.
7. The Agreement can be renewed after expiry for further period on mutual agreed terms & conditions.
8. The hired godown may be de-hired with prior notice.
9. Annual repair & maintenance of godown like white/color washing/painting/replacing of glass of ventilator etc., should carry regularly. If any repair & maintenance required/ noticed, same will be carried.
10. NSCL requires electricity for run the office computers /office equipments, owner of godown will have to arrange the electricity and **owner shall provide separate electrical meter in the godown**.
11. If NSCL requires any additional space in same premises, it can be provided as per availability on approved bid rate. NSCL will utilize the godown for storage of seeds & other Agriculture commodities. The hired godown lock & key will be with NSCL.
12. Godown infrastructure insurance is to be carried by successful bidder of godown owner

**E-TENDER FOR HIRING GODOWN AT AGRA, BAREILLY, MEERUT, KANPUR AND
SHAHJAHANPUR FOR STOARGE OF SEEDS**

TECHNICAL BID

1. The Godown owner has to provide the following documents

Name of the Firm/Godown with complete address, contact no E-mail address (locaton of godown for which submitting the tender)	License for running godown, Godown utility certificate, business license as godown manager from concerned departments. Insurance copy on infrastructure on fire, theft & natural calamity	Area of godown (In Sq Feet) (inside godown dimensions) with plan and elevation (Drawing certified by professional Engineer/ Architect)	Storage Capacity of Godown offered
		<u>Area</u>	<u>In Qtls</u>
		<u>L x B x H</u>	

2. **Registration** : GST No -----

3. **Income tax Details**

PAN No	Returns for Last Three Years (to be attach)	
	2018-19	
	2019-20	
	2020-21	

4. As a token of acceptance a signed copy of our terms & conditions

Signature of Godown owner : _____

Name of Godown owner : _____

Seal of Godown owner : _____

**E-TENDER FOR HIRING GODOWN AT AGRA, BAREILLY, MEERUT, KANPUR AND
SHAHJAHANPUR FOR STOARGE OF SEEDS**

Rate Schedule for Hiring of Godown

The godown charges have to quote on per sft/month basis.

Taxes: All the indirect taxes like GST, Municipality/Nagar palika etc will be borne by godown owner as per rule.

The TDS or any applicable Taxes will be deducted from each @10% of billed amount for godown hiring.

Sr.No	Available godown in Sft	Godown Capacity	Rater sft/month	per

Signature of the Godwon Owner : _____

Name of the Godown Owner : _____

Seal of the Godown Owner : _____

Cell No. : _____

Location : _____

Dated : _____

AGREEMENT

(For Hiring of Godowns)

AGREEMENT made on this day 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 M/s Address..... (here in 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, the NSC had invited tender No:..... for storing of NSC seeds and the rates offered by ‘GODOWN OWNER’ have been agreed upon by the NSC Ltd.

NOW THIS AGREEMENT WITNESSES:

That, the following terms & conditions as incorporated in the tender notice IV/Engg (6-Godown Hiring)/ NSC-LKO /2022-23 dated 30.03.2022 are binding on the parties and their relationship shall be governed by the same.

- 1) Rent for godown will be payable at the rate ₹..... .Per Sq ft/per month. Taxes & Security are to be borne by the party. The rent indicated above is inclusive of all taxes and NSC shall not bear any extra amount on any account.
- 2) Annual repair & maintenance of godown like white/color washing/painting/replacing of glass of ventilator etc., should carry regularly. If any special repair & maintenance required/ noticed, same will be carried by the owner of godown.
- 3) The storage charges will be paid every month/season as the case may be within 7 working days after receiving bill at RO. Party has to submit registered GST Invoice Bill with relevant godown details to respective Area Office for payments.
- 4) The NSC will not pay any rent for open space under the use of NSC around the godown.
- 5) All the payments payable or claimable under this Agreement shall be paid by NSC RO office, Lucknow.
- 6) Notwithstanding the place where this agreement is executed , it is mutually understood and agreed upon between the parties here to 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 shall have the jurisdiction to adjudicate thereon.
- 7) The terms and condition as per tender document is accepted by both parts.
- 8) That the Agreement will be in force from to

ARBITRATION

In case any dispute arises between NSC and (Party Name)..... 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 be bound 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.

IN WITNESS WHEREOF, the parties have set their hands on dated.....

Signature of Godown Owner
Lucknow

Signature of Regional Manager NSC,

Name:

Address :

WITNESSES:

1. Signature:

1. Signature:

Name:

Name:

Address:

Address:

2. Signature:

2. Signature:

Name:

Name:

Address:

Address:

NATIONAL SEEDS CORPORATION LTD.

INSTRUCTIONS TO BIDDER – ONLINE MODE

DEFINITIONS:

- **C1 India Private Limited:** Service provider to provide the e-Tendering Software.
- **NSCL e-Procurement Portal:** An e-tendering portal of National Seeds Corporation Limited (“NSCL”) introduced for the process of e-tendering which can be accessed on <https://indiaseeds.eproc.in>.

I. ACCESSING / PURCHASING OF BID DOCUMENTS:

- It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of NSCL. Bidders can see the list of licensed CA’s from the link www.cca.gov.in
- C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-8130606629 for DSC related queries or can email at vikas.kumar@c1india.com
- To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>) to have a user ID & Password which has to be obtained by submitting a non-refundable annual registration charges of Rs. 3416/- inclusive of all taxes through **online** mode. Validity of Registration is 1 year.
- The amendments / clarifications to the tender, if any, will be posted on the NSCL e- Tendering Portal (<https://indiaseeds.eproc.in>).
- To participate in bidding, bidders have to pay EMD (refundable) as per the amount mentioned in the tender document online through NEFT/RTGS after generating E-challan from <https://indiaseeds.eproc.in>.

- To participate in bidding, bidders have to pay Tender Processing Fee of Rs. 570/- inclusive of all taxes (Non-refundable) through online mode (internet banking/debit card/credit card).
- The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
- Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- For helpdesk, please contact e-Tendering Cell and Help Desk Support Monday to Friday Ph: **0124-4302033/36/37, nsclsupport@c1india.com**.
- It is highly recommended that the bidders should not wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither M/s National Seeds Corporation Limited nor M/s. C1 India Pvt. Ltd will be responsible for such eventualities