

NATIONAL SEEDS CORPORATION LIMITED

राष्ट्रीय बीज निगम लिमिटेड

(A Government of India Undertaking)

Regional office: Patna

CIN: U74899DL1963GOI003913



(COMPETITIVE BIDDING)

**TENDER DOCUMENT FOR HIRING OF NON-AC
SEED GODOWN. (AREA VARIES FROM 500 TO
700 SQ.FT)**

LAST DATE&TIME FOR RECEIPT OF BIDS: UPTO 13:00 PM ON 24.07.23

DATE & TIME OF OPENING OF BIDS : 14:00 PM ON 24.07.23



National Seeds Corporation Limited
(A Government of India Undertaking)
Regional Office – Sheikhpura, Patna – 800014
Telephone No : 6287501813
Email: rm.patna@indiaseeds.com

File No. Engg 7 (Ranchi)/ NSC-PTN/2023-24/

Dated: 30.06.23

NOTICE INVITING E-TENDER

Online tender in two bid systems are invited from reputed Private/Co-operative and government agencies/ Companies/farms for hiring of Non AC Seed Godown for storage of Various Crop Seeds at AO, Ranchi under RO, NSC, Patna, **for the period of 3 years (Extendable up to 3 years on mutual agreement)**

Tender documents containing tender forms, specifications, terms and conditions can be downloaded from NSC website www.indiaseeds.com the bidders shall have to pay **Rs.1180/- inclusive 18% GST** (Rupee one thousand One hundred Eighty only) (non-refundable) for the cost of tender through online.

Particular	Details
Date of Issue NIT	30.06.23
Last Date and time for submission Bid (off line)	24.07.23, 1:00 PM
Technical Bid Opening Date	24.07.23 at 2:00 PM
Tender Fee (Through online)	Rs. 1000/ + 18% GST Rs. 180/- total Rs. 1180/- (One Thousand one hundred eighty only)
EMD (through online)	Rs. 10,000.00/- (Rupees Ten Thousand Only)
Contact Person	1) Sh. Manas Barik, JE (Civil) Mobile No: 8617294966 2. Dr. Vijay Karahne (Regional Manager, Patna) Email: rm.patna@indiaseeds.com

Regional Manager

SECTION - I
INSTRUCTIONS TO TENDERER

1. **ADVICE FOR TENDERERS:** The tenderers are advised in their own interest to carefully read the tender document and understand their purpose unless the tenderer specifically states to the contrary in respect of any particular clause, it shall be presumed that the tenderer 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. **The rates should be quoted for the offered items on the per Sq.ft. basis inclusive of Electricity & taxes etc. Lowest rate will be considered.**
5. **EARNEST MONEY:**
 - a. Each offer should essentially be accompanied by Earnest Money of **Rs. 10,000/- (Rs. Ten Thousand only)** through online. The EMD shall not be entitled for any interest whatsoever.
 - b. Indian Warehouse owner who are Micro Small Medium Enterprises (MSME), Small Scale units and registered with National Small Industries Corporation under single point registration scheme are exempted from payment of Earnest Money Deposit provided they furnish photocopy of valid registration with NSIC under the single point registration scheme, for the quoted stores in support of claim along with their request letter. This facility will, however, not be provided to those small scale units who are registered under the old registration scheme which was extended up to 30th June, 1981 only.
6. **OFFERS OF THE FIRMS OTHER THAN (MSME) SMALL SCALE INDUSTRIES AS DEFINED ON 'B' AS ABOVE NOT ACCOMPANIED BY EMD WILL BE SUMMARILY REJECTED. OFFERS OF THE (MSME) SMALL SCALE INDUSTRIES NOT REGISTERED WITH NSIC FOR THE QUOTED ITEM UNDER SINGLE POINT REGISTRATION SCHEME AFTER 30TH JUNE 1981 AND NOT ENCLOSING THE VALID DOCUMENTARY PROOF IN SUPPORT OF THEIR CLAIM WITH THEIR REQUEST LETTER SHALL ALSO BE REJECTED.**
7. **Financial Bid Containing of prices as per clause-4 of Section-I of the tender document.**
8. **OPENING OF TENDER:** The Technical Bid shall be opened on the date of opening of tender and Financial Bids of tender only be opened based upon an examination of the documentary evidence submitted in Technical Bid for the Tenderer's qualification by the tenderer, as well as such other information as the purchaser/Corporation deems necessary and appropriate, found in order.
9. **FORFEITURE OF THE EARNEST MONEY:** Earnest Money may be forfeited :

- a. If a tenderer withdraws its tender during the period of Tender validity specified by the Tenderer on the Tender Form or withdraws the tender before awarding of the tender or after the prescribed date and time for depositing of Tender, the EMD will be forfeited without giving any prior notice. In case of MSME, the tenderer shall be blacklisted in the aforesaid scenario.
- b. In case of a successful Tenderer, if tenderer fails to sign the contract in accordance with clause no 16 of Section I and submit the security deposit as per clause no 17(b) of Section I.

10. DISPUTES or DIFFERENCES: All disputes or differences that may arise in connection with this tender or the interpretation of any of its terms or in any other way related to this tender directly or indirectly shall be referred to arbitration in accordance with the clause 19 relating to Arbitration included in Section-II.

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

12. AWARD CRITERIA: Subject to Clause No. 16, the Corporation will award the contract to the successful tenderer whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

13. CORPORATION'S RIGHT OF AWARD: The Corporation reserves the right at the time of award of contract to restrict as per requirement without any change in price or other terms & conditions.

14. CORPORATION'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS: The Corporation reserves the right to accept or reject any tender and reject all tenders any time prior to award of contract, without thereby, incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenders of the grounds for the action.

15. NEGOTIATION: There shall normally be no post tender negotiation. If at all negotiations are warranted under exceptional circumstances, then it can be with L-1 (lowest tenderer) only.

16. CONTRACTS:

SIGNING OF CONTRACT: The successful tenderers within 14 days from date of issue the work Order shall sign the agreement on Rs 100/- stamp paper . 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.

17. Refund of Earnest Money:

- a) **Unsuccessful tenderer:** In case of unsuccessful tenders who do not, withdraw their offers before the receipt of final decision, the earnest money shall be returned, without interest after the finalization of tenders or after expiry of validity period of the respective offer, whichever is earlier by means of RTGS/ crossed cheque drawn on a Nationalized/Scheduled bank and the Corporation will not be responsible for

reimbursing to the tenderer the Bank's commission for encashing the same. EMD of L-2 & L-3 party will be reserved till tender validity.

b) Successful tenderer: In case of Successful tenderer, within 15 days from the date of issue of the work order shall furnish security deposit for Hired Godown Rs. 20000.00 (Rupees twenty thousand only) The security money shall be furnished in the form of Composite Bank Guarantee. The Bank Guarantee should be valid till the end of Agreement/Contract period. EMD of the successful bidder shall be returned after receipt of performance security as called for in the contract.

18. Forfeiture of Performance security: The performance security will be forfeited and credited to NSC's account in the event of a breach of contract by the contractor.

19. Payment clause- The Party has to raise the bill monthly and payment will be made by NATIONAL SEEDS CORPORATION LTD at the approved rates within 15 days from the date of receipt of bill through RTGS/NEFT after making necessary deductions any other recoverable. All the bank charges shall be borne by the party.

20. 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.

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SECTION - II

TERMS AND CONDITIONS OF THE TENDER

- 1. Transfer and subletting:** - Tenderer or party shall not sublet, transfer, or assign the contract to any person, firm or Company directly or indirectly or any part thereof without the previous written permission of the Corporation. NSC will not share its lock Area with other party.
- 2. Indemnity:-** The tenderer shall at all times indemnify the Corporation against all claims and losses for injuries and damages whatsoever which may arise out on in consequent of the execution of any part/terms of the agreement.

In the event of the Corporation becoming liable to any amount on any aforesaid account, the tenderer shall make good the amount so payable and the expenses incurred on that behalf.

- 3.** 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.
- 4.** Godown should be situated within around 15 KM from Krishi Bhawan, Kanke road (District- Ranchi)
- 5.** EMD of 2nd & 3rd lowest parties will be retained till the completion of tender procedure (90 days) or till the agreement is made by L-1 Party. EMD of other unsuccessful bidders will be returned through RTGS/crossed cheque drawn on a Nationalized/Scheduled bank.
- 6.** In case Godown owner fails to either hand over the Godown or to 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.
- 7. Taxes, Electricity, and other charges are to be borne by the party.**
- 8. The loading, Unloading & transportations charges will be borne by NSC.**
- 9.** The Storage Godown will be inspected by NSC for ascertaining suitability of scientific storage condition of seeds before giving official order. The lock and key of the godown hired by NSC will be in the possession of NSC Staff at all the time. Only NSC Seeds are to be stored in the hired godown.
- 10.** NSC will bear insurance charges of stocks stored for theft, fire or burglary in the godown.
- 11.** The Corporation reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

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

13. The Tenderer shall prepare the Tax invoice in the name of Concerned unit.

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

15. The successful Tenderer shall execute the agreement on Rs.100/- stamp paper and get it registered and pay the registration fees of required value at his cost. Necessary supporting documents may be attached as per status of the Organization i.e, Proprietorship, Partnership, Limited company etc.

16. Final agreement will be signed by Regional Manager, Patna on behalf of the Corporation. Other persons / employees are not authorized to change / alter the terms & conditions of the agreement. Letters issued by other employees on changing clauses of agreement, quantity, procurement policy / rate etc. will not be accepted by the management and it is mandatory requirement to execute the agreement by both the parties with the condition as per clause No. 16 of Section-I of the tender form.

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

18. 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, if 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 party and not involving the party fault or negligence and not foreseeable. Such events may include, but are not limited to, act of God, wars or revolutions, fires, floods, epidemics, change in law, lacking luster, damage during transportation, quarantine restrictions and freight embargoes.

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

20. 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 payment of any loss resulting from any such cancellation to the extent as is provided in case of cancellation under “DEFAULT AND RISK PURCHASE’ and the Corporation shall be entitled to deduct the amount so payable from any money otherwise due to the party under this or any other contract or may recover the same by appropriate proceedings.

21. OTHER TERMS AND CONDITIONS:

- A.** 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.
- B.** 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.
- C.** NSC may restrict order as per final requirement of Godown.
- D.** The tenderer should have good legal ownership of the godown.
- E.** The Godown owner should hand over the seeds on demand of the Corporation and hold the stocks for want of storage charges or any other issues/reasons.
- F.** The tenderer shall be responsible for State Sales Tax/Central Sales Tax/GST and Income Tax liabilities, if any. The Corporation will not carry any tax liability related with the transaction.
- G.** The Corporation 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 the Corporation.
- H.** Godown should be damp-free and with sound security.

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

SECTION-III

T E N D E R F O R M

ANNEXURE- A-I

TECHNICAL BID/COMPETENCY DETAILS:

01	Name of party			
02	Address : i) Office :			
03	Address: i) Godown :			
04	Ownership document			
05	Name of responsible persons to handle the business:			
	Sr.No.	Name of Person	Mobile No.	E Mail id
	1.			
	2.			
	3.			
06	PAN No.			
07	GST No.			
08	ITR of last 02 years			
09	(i) Name and Address of Banker: (ii) Account Number : (iii) IFSC :			
10	(i) Storage facility	a. Own Godown	----- Sq. feet	

10. Affidavit certificate that not blacklisted, no arbitration case pending in this office on letter pad and read and understood e-tender Terms & Conditions.

11. MSME registered with NSIC Certificate with proper validity for item of rate offered.

12. E M D Details:

Above information is true to our knowledge and belief.

Signature of Tenderer:

Date: _____

Name & designation
Stamp

Check list of enclosures for Technical Bid:

- EMD.
- Necessary support documents may be attached as per status of the organization i.e, Proprietorship, Partnership, Limited company etc.
- Ownership documents.
- A copy of PAN No. & Income-tax Return for the current year & previous 2 years.
- Copy of GST Registration No.
- If representative participating, letter of authorization to participate in the tender opening/negotiation of rate.
- Affidavit certificate that not blacklisted, no arbitration case pending in this office on letter pad and read and understood e-tender Terms & Conditions.
- MSME registered with NSIC Certificate with proper validity for item of rate offered.
- Other document if any in support of the tender.
- Section-III Technical bid must be enclosed.
- Insurance policy w.r.t Building/Godown/Property.
- Latest bills of electric connection confirming commercial purpose (KV).
- Availability of other facilities like- water, sanitation & power back up, connected roads etc.
- Protection against rodents etc.

Note: - In absence of any of the above documents, tender shall be considered for rejection.

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

Section-IV

(Date): 30-06-2023

FINANCIAL BID
(Form for offer by tenderers)

To:
Regional Manager,
National Seeds Corporation Ltd.,
Sheikhpura Rajabazar,
Patna-800014 (Bihar)

Sub:- Tender notice for hiring of godown at Ranchi.

I/ we have read and understood the detailed terms and conditions of NIT bearing file No. Engg 7 (Ranchi)/ NSC-PTN/2023-24. I /we offer my/our godown rates as follows.

Sr.No.	Required Space (500 – 700 sq.ft)	Location	Size of Godown (In Feet)			Area of Square Feet	Capacity Qtls. (Approx)	Rate (Rs.) offered in per month/ Sq feet(Inclusive of all Taxes)
			Length	width	Height			

Yours Faithfully

Signature

Authorized Signatory/ Proprietor

SECTION – V
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 unmapping 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 bidsheet. After saving, the same bid sheet must be uploaded in the portal.

12. Bidders must pay required payments (Tenderfee, 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/secrecy 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, 8448288984

Tel: 011-49606060

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