

  	<p align="center">National Seeds Corporation Limited (A Government of India Undertaking) Regional Office – Sheikhpura, Patna – 800014 Telephone No : 0612-2287744 Email: rm.patna@indiaseeds.com</p>
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Engg.-7(Samastipur)/NSC-Patna/2023-24

Date:- 06.07.2023

Tender notice for hiring 1000-1500 sq.ft Area at Samastipur town for 03 years towards Office Cum Storage.

National Seeds Corporation Limited , Regional Office:Patna required office about 1000-1500 sq feet area At Samastipur town (Bihar state) from reputed House owner/ Company/ Agency . Interested party can submit the tender through online mode. Details and terms and condition are available on NSC website www.Indiaseeds.com , <https://indiaseeds.enivida.com/>

Bidders are required to register in our eportal <https://indiaseeds.enivida.com/> . The bid must be uploaded by the bidders online by 27.07.2023 till 13:00 hrs and bid will be open on same date i.e **27.07.2023 Till 14:00 hrs.**

Particular	Details
Date of Issue NIT	06.07.2023
Bid submission Start Date	07.07.2023
Last Date and time for submission online Bid	27.07.2023 till 13:00 hrs
Technical Bid Opening Date	27.07.2023 at 14:00 hrs
Tender Fee (to be submitted online)	1180/- online mode
EMD (to be submitted online)	10000/- online mode (debit card/credit card, internet banking)
Contact Person	Sh. Manas Barik, In-charge (Engg.) Mob#8617294966 Sh. Mukesh Kumar, Area Manager, Samastipur (9934014187) Email: engg.nsc.ptn@gmail.com samastipur@indiaseeds.com rm.patna@indiaseeds.com

Regional Manager

SECTION – I

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 (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,

8448288984

Tel: 011-49606060

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

SECTION - II
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-V.

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 offer may be treated as null and void.**

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

5. EARNEST MONEY: a) Each offer should essentially be accompanied by Earnest Money of **Rs. 10000/- (Rs. Ten Thousand only)** through online. The EMD shall not be entitled for any interest amount payment whatsoever.

(b) Indian manufacturers/suppliers who are Micro Small Medium Enterprises (MSME), Small Scale units and registered with National Small Industries Corporation under single point registration scheme are exempted from payment of earnest money deposit provided they furnish photocopy of valid registration with NSIC under the single point registration scheme, for the quoted stores in support of claim along with their request letter. This facility will, however, not be provided to those small scale units who are registered under the old registration scheme which was extended up to 30th June, 1981 only. OFFERS OF THE FIRMS OTHER THAN (MSME) SMALL SCALE INDUSTRIES AS DEFINED ON 'B' AS ABOVE NOT ACCOMPANIED BY EMD WILL BE SUMMARILY REJECTED. OFFERS OF THE (MSME)SMALL SCALE INDUSTRIES NOT REGISTERED WITH NSIC FOR THE QUOTED ITEM UNDER SINGLE POINT REGISTRATION SCHEME AFTER 30TH JUNE 1981 AND NOT ENCLOSING THE VALID DOCUMENTARY PROOF IN SUPPORT OF THEIR CLAIM WITH THEIR REQUEST LETTER SHALL ALSO BE REJECTED.

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

6. OPENING OF TENDER: - 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**.

7. FORFEITURE OF THE EARNEST MONEY: - Earnest Money may be forfeited.

(a) If a tenderer withdraws its Bid during the period of Tender validity specified by the Tenderer on the Tender Form or withdraws the Bid 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.- 14 Section-II.**

8. 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 13 relating to Arbitration included in Section-III.

9. 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.

10. AWARD CRITERIA: - Subject to **clause no.- 14 Section-II**, 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.

11. 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.

12. CORPORATION'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS: - The Corporation reserves the right to accept or reject any Bid and reject all Bids 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.

13. 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.

14. CONTRACTS:

SIGNING OF CONTRACT/AGREEMENT: - The successful tenderers within 7 days from date of issue the work Order shall **sign the agreement as per format at section-IV on Rs 100/- bond 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 Bidder.

15. Refund of Earnest Money

(A) Unsuccessful tenderer: In case of unsuccessful tenders who do not, withdraw their offers before the receipt of final decision, the earnest money shall be returned, without interest after the finalization of tenders or after expiry of validity period of the respective offer, whichever is earlier by means of RTGS/ crossed cheque drawn on a scheduled bank payable in Patna and the Corporation will not be responsible for reimbursing to the tenderer the Bank's commission for encashing the same. **EMD of 2nd & 3rd L-1 party will be reserved till tender validity.**

(B) Successful Tenderers: EMD of successful tenders will be released after the end of agreement period.

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SECTION - III
TERMS AND CONDITIONS

1. The Building offered should be situated at Samastipur area in prime locality in the radius of two to three kilometers within the Samastipur Town (Municipal Area).
2. The ambience of the Building should be elegant, airy,damp free and free from encumbrances, encroachment and should have wide approach road for movement of truck.
3. The building should have separate toilets of gents and ladies for employee.
4. There should be provision of 24 hours water supply including adequate supply of water for toilets, washbasins, housekeeping, other cleaning purposes etc.
5. The building should have adequate fire safety measures and security measures as per legal requirement
6. All services such as Power Supply, Plumbing, Adequate Toilet Facility, Sewerage, Firefighting Equipment, etc. should be in fully operational condition at the time of submission of the offer by the bidder.
7. Only legal owners/holders of the power of attorney from the legal owners, of the premises need to respond.
8. The building should meet all other safety norms like earthquakes resistance, flood etc. required under the law. The property should be insured against all types of damages during the entire period of contract.
9. The electricity bills as per actual consumption will be borne by the Department i.e NSCL.

10. Tender should be submitted in all respect on or before upto 1:00 **PM**. Tender submitted incomplete in any respect without tender fee and EMD shall be summarily rejected. NSC reserves the right to accept or reject any or all tender without assigning any reason thereof.
11. The earnest money deposit will be refunded to the unsuccessful Bidders within one month of finalization of tender. NSC will not pay any interest on the EMD.
12. The tender shall be acceptable only from the original owners of the space or from those having valid power of attorney. The space offered should be free from all encumbrances / claims / liabilities and other taxes, if any.
13. 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.
14. Earnest Money Deposit **Rs. 10,000/-** (Rupees ten thousand only) is to be paid through **online mode .ie Credit Card/ Debit card /Internet Banking**, in. Else tender will be rejected.
15. Area should be peaceful. There should not have any illegal/anti-social activity.
16. No security deposit or advance rent shall be paid. The bidder shall quote expected amount of rent per month for the premises being hired in the financial bid.
17. The hiring of space will be for an initial period of three (03) years and could be extended further with mutual consent of both the parties.

SECTION - IV

Agreement Form

This Deed of Lease is made at Patna on this Day of 20.....

BETWEEN

..... hereinafter referred to as ' LESSOR '(which expression shall ,unless it be repugnant to the context or meaning thereof be deemed to include its successors, assigns and legal representative) and to do things in pursuance hereto of the One part.

AND

M/s National Seeds Corporation Limited (A Govt. Of India Undertaking) a company registered under the Companies Act, 1956 and having its corporate office at New Delhi herein after referred to as ' LESSEE' (which expression shall ,unless repugnant to the context ,include its successors ,legal representatives and assigns) acting by and through its authorized signatory , Regional Manager, National Seeds Corporation Ltd, Sheikhpura,Patna,800014,signing authority of the OTHER PART .

WHEREAS the LESSOR has represented to the LESSEE

1. That the LESSOR is the absolute owner and is in possession of the premises/building structure and precincts situated atbuilt up (hereinafter referred to as the 'Demised Premises') and is legally competent to let out the same free from all third party encumbrances and is entitled to realize the rent thereof and to assure peaceful, uninterrupted enjoyment and possession of the Demised Premises to the LESSEE, as herein provided. LESSEE is expected to adhere to the laws governing the usage of Demised Premises and any Penalty levied by the concerned authorities on account of violation shall be borne by the LESSEE.
2. That the LESSEE has at the time of taking over vacant and peaceful possession of Demised Premises, paid a sum of Rs. NIL Security Deposit, (hereinafter referred to as 'Security Deposit')equivalent to NIL month's rent by way of cheque No. NIL Dated NIL drawn on NIL and the receipt whereof the LESSOR doth hereby acknowledge.
3. That, there are no mortgage , charges or encumbrances or outstanding loans in respect of the Demised Premises payable to any other party and that the Demised Premises are in such proper condition so as to make them fit for use and human inhabitation and can be let out for commercial purpose under applicable law.
4. That the LESSOR has duly paid the dues, outgoings, if any, of the Statutory Authorities and that there is no default or breaches committed by the LESSOR.
5. That there are no proceedings legal or otherwise instituted, pending on threatened against the Demised Premises.

6. That the LESSOR have not received any notice of violation of any Laws or Ordinance, Order or requirement having jurisdiction of affecting the Demised Premises or any part thereof.
7. That the LESSOR shall duly pay and discharge his liability for Municipal Taxes and shall indemnity and keep the LESSEE indemnified from and against the same.

and WHEREAS the LESSEE in view of representation of LESSOR as made above has approached the LESSOR to take on lease the Demised Premises and the LESSOR has agreed to lease out the Demised Premises on the terms and conditions as mutually agreed and contained herein.

NOW, THEREFORE THIS LEASE DEED WITNESSES AS FOLLOWS :-

1. That the LESSOR does hereby lease out the Demised Premises to the LESSEE for a period of commencing from (hereinafter referred to as the 'Lease Period'). However, it is agreed between the parties that rent will beper month.
2. That the lease is being executed at a rent of Rs. per month payable by the 10th day of every month to be paid subject to any statutory deductions whatsoever such as Tax Deductible at source (TDS) etc.
(a)The LESSOR shall pay Property Tax, assessed by the Municipal Authorities or any other authority in respect of the Demised Premises. The LESSEE shall comply with all the laws, rules and regulations of the government and the local authorities.
3. Apart from rent, LESSEE shall pay the electricity charges as per actual to the concerned authorities and will keep the LESSOR informed for the same.
4. The LESSEE shall pay all the charges for the Electricity (power and light) consumed in the Demised Premises during the period of this Lease Deed as levied by the authorities from time to time as per the reading of the meters installed at the Demised Premises or otherwise. The LESSEE shall also be liable for any kind of additional variable charges levied by the authorities in respect of the user and consumption of the electricity and the water by the LESSEE .The LESSEE shall keep the LESSOR indemnified against any such charges and claim by the authorities .The LESSEE shall however not be liable for out goings of any kind whatsoever for the period prior to the date of this Agreement or after the expiry of termination thereof.
5. That the LESSEE shall use the demised premises for office & store purpose and shall not carry on the activity or business, which is illegal or immoral.
6. That the LESSEE shall not be entitled to sublet , assign or part with the possession of the said premises in part or in full in any manner whatsoever to any third party.
7. The parties agree that in case of breach of any of the terms by either party, either party shall

have the right to call upon the defaulting party to remedy the breach within Thirty days in writing, specifying the breach made by the defaulting party and in case if the defaulting party fails, neglects or refuses to remedy the breach for reasons not attributable to the party giving the notice, then the other party may terminate the lease by giving one month notice to either party.

8. That the LESSOR or LESSEE shall be entitled to terminate this lease prior to the expiry of the terms hereof by giving three months notice in writing. The LESSOR shall be entitled to determine this lease during the terms hereof on default by the LESSEE in payment of the rent.

9. That minor repairs such as mending fuses, breakage of glass panes, and repairs of fans, locks etc. shall be done by the LESSEE at its own cost but all major repairs including bursting of sanitary and water pipes, tanks, structural repairs etc., shall be carried out by the 'LESSOR' at its own cost.

10. Stamp Duty and registration charges on the lease documentation and registration shall be borne by the LESSOR. LESSOR will pay Legal Fees associated with the registration of the lease deed at the registering office.

11. LESSEE shall retain the original of the Lease Deed and LESSOR shall retain the duly notarized copy thereof provided however that the original lease deed shall be produced by the LESSEE to the LESSOR as and when required.

12. That both the LESSEE and the LESSOR shall abide by the laws of the land and any local enactments in respect of the lease and the demised premises.

Any penalties levied by the Government, state municipal body etc. will be borne by the defaulting party in respect of the demised premises.

13. That the LESSEE shall allow the LESSOR or his authorized agent to inspect/ repair the demised premises by a prior appointment at reasonable hours.

14. The LESSEE shall handover the vacant possession of the demised premises in good condition and with proof of premises in good condition and with a proof of payment of all the electricity bills to the LESSOR.

15. That the LESSEE shall on the expiry of the lease period or earlier termination of the lease hand over the vacant possession of the demised premises to the LESSOR in good condition, subject to normal wear and tear arising from day to day use.

16. 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.

IN WITNESS WHEREOF the parties hereto have set their hands and seal to these presents of the day, month and year first and above mentioned signed and delivered on behalf of the above named LESSOR and LESSEE

1. LESSOR

2. LESSEE

Witness(s)

Witness(s)

1.

1.

2.

2.

SECTION - V

NATIONAL SEEDS CORPORATION LIMITED

(A.Government of India Undertaking) Regional Office;Sheikhpura :Patna -14

TECHNICAL BID FOR OFFICE BUILDING

SN	PARTICULARS	INFORMATION TO BE FILED BY BIDDER
1.	Tender form cost (Rs 1180/-) through onlinemode only	
2.	EMD (Rs. 10000/-)	
3.	Name of House Owner/Party	
4.	Correspondence address with Pin code No	
5.	Pan No. (Attach copy)	
6.	Mobile No./Contact No.	
7.	Copy of Ownership deed (attach copy)	
8.	Location and Land Mark of Building	
9.	Area of Building in sq.feet (attach Map of Building)	
10.	Chauhadi of Building	
11.	Receipt of Municipal Tax (Attach copy)	
12.	Receipt of latest Electricity Bill/BSNL Telephone bill (Attach copy)	
13.	Email	

SECTION - VI

**National Seeds Corporation Ltd.
Regional Office:Patna**

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

**Sub:- Tender notice for hiring 1000-1500 sq.ft Area at Samastipur town for 03 years towards
Office Cum Storage.**

I/ we have read and understood the detailed terms and condition of bearing no Engg 7
(Samastipur)/ NSC-PTN/2022-23. I /we offer my/our rates as follows.

Location (Under samastipur Municipal Area)	Area of Office (In Square Feet)	Rate (Rs.) in figure Per square Feet	Rate (Rs) in word Per square Feet

Note:- Rate should be quoted inclusive taxes.

Signature Owner Name:

Date:

Address:

Mobile No