

TENDER FORM

FOR

PURCHASE OF SEEDS

FOR RABI- 2016-17

TECHNICAL BID

(To be put in to the first envelope and super-scribed Technical bid)



ODISHA STATE SEEDS CORPORATION LTD

(A GOVERNMENT UNDERTAKING)

SANTARAPUR, BHUBANESWAR- 751002.

Tel-MD 0674- 2340573, Fax-2340096, E Mail-mdosscltd456@gmail.com Web:-www.osscltd.in

Signature of the tenderer with seal



ODISHA STATE SEEDS CORPORATION LTD
(A GOVERNMENT UNDERTAKING)
SANTARAPUR, BHUBANESWAR- 751002.
Tel-MD 0674- 2340573, Fax-2340096 website- <http://www.osscltd.in>

TENDER CALL NOTICE
(PURCHASE OF SEEDS FOR RABI-2016-17)

Sealed tenders are invited from **National/ State Level Seed Corporations/ Government of India Undertakings/ Cooperatives and Registered Seed Producers having own Production**, for supply of certified Wheat, Maize, Field Pea, Til, Mustard, Bengal Gram, Sunflower seeds .

The tender document can be obtained from Head Office of OSSC Ltd on any working days between 29.08.2016 to 19.09.2016 during office hours on payment of Rs.10,500/- (including VAT) in shape of cash or Demand Draft.

Tender Document can also be down loaded from OSSC Ltd website www.osscltd.in However the tenderer has to submit a Bank Draft of Rs.10, 500/- (Rupees ten thousand five hundred) along-with the tender towards cost of tender document.

Tenderer has to submit EMD amounting Rs.**10,00,000.00** (Rupees ten lakhs) along-with the tender document.

National/ State Level Seeds Corporations/ Govt. of India Undertakings are exempted from submission of EMD and cost of Tender Document.

Successful tenderer has to deposit Performance Security details of which is mentioned in the tender schedule.

All Bank Drafts should be drawn on any Nationalized/ Scheduled Bank favoring Managing Director, Odisha State Seeds Corporations payable at Bhubaneswar.

Tenders for supply of Seed in the prescribed tender form, duly completed in all respects shall be received up to **2.00 PM of dt. 21.09.2016** through **Regd. Post/ Speed Post** only, **and will be opened at 3.00 PM on the same day** in presence of the tenderer (s) or their authorized representatives.

The date of opening of the tender may be changed on administrative exigencies. The Managing Director, OSSC Ltd reserves the right to accept or reject any or all tender(s) without assigning any reason thereof.

Managing Director

1. GENERAL INFORMATION OF THE SEED SUPPLYING AGENCIES.

A. Name of the Tendering Organization:

B. Postal address in full in capital letters:

C. Name & address of the Chief Executive of the Organization:

D. Telephone No./Telex/Fax No/Email.:

E. Name of the Person to be Contacted-

F. Location and Source of Supply:

(Please indicate detail separately in following format)

Sl	Location of stock for physical verification if required	Name of the State	Certification Agency	Quantity of certified seeds offered by the Agency

Signature of the tenderer with seal

G. Details of E.M.D deposited :

Sl No.	DD No.	Date	Name of the issuing Bank	Amount in Rs

H. Details of PAN No, Sales Tax/TIN No. & CST No.:

Sl	Item	Number	Enclosure No.
1	PAN No		
2	Sales Tax/ TIN No		
3	CST No		

Signature of the tenderer with seal

2. ENCLOSURE TO BE SUBMITTED ALONG WITH THE TENDER IN THE TECHNICAL BID.

Sl No	Particulars	Page Ref of the tender document should be mentioned for verification
a	Photocopy of proof regarding Registration of Organization.	
b	Photocopy of earlier supply orders from any State Government/NSC/OSSC or any other State Seeds Corporations for at least two years in the following format in a separate sheet.	
c	Photocopy of PAN No:	
d	Photocopy of Sales Tax Registration/ TIN:	
e	Photo copy of CST Number:	
f	Photocopy of License to carry on the business of a Dealer in seeds(Form B Clause No.5 of Seed Control Order.1983	
g	Photocopy of Certification from the certification agency about the quantity of certified seeds produced by the agencies for different crops offered by the tenderer being the producer.	
h	Demand Draft of Rs.10,00,000/-(Rupees ten lakh) towards EMD and Rs.10500/- (Rupees Ten thousand five hundred) (including VAT) (non-refundable) towards cost of tender paper.	

Signature of the tenderer with seal

Additional Sheet for Format for submission of information as sought at Clause2(b)

6

S l	Name of the organization	Order No. & Date	Crop	Variety	Ordered Qty. in qtls	Actual qty supplied in qtls	Quality complaints if any in qtls

N.B:-The Tender submitted is liable for rejection if the documents as mentioned above are not submitted along with Tender. Tenderer has to mention the reference page of the documents submitted in the column specified.

Signature of the tenderer with seal

3. TENTATIVE QUANTITY OF SEED TO BE SUPPLIED

Crop	Variety	Tentative Quantity required (in qtls)	Quantity offered (in qtl)	Location of stock	Remarks (Season of produce)
Wheat(C)	Sonalika	2600.60			
	UP-262	552.60			
	Total	3153.20			
Maize (C)	Navjyot	3.40			
	Decan-103	119.20			
	HQPM-1/5	500.00			
	Total	622.60			
Field Pea (C)	Aparna	200.00			
	Rachana	1500.00			
	Total	1700.00			
Til (C)	GT-2	81.00			
	Kalika	55.00			
	Vinayak	20.00			
	Prachi	6.00			
	Total	162.00			
Muatard (C)	Pusa Agrani	30.00			
	M-27	1400.00			
	Anuradha	300.00			
	Parvati	400.00			
	PT-303	100.00			
	Jhumka	7.00			
	JD-6	600.00			
	Total	2837.00			
Bengal Gram (C)	JG-11	100.00			
	Annegiri-1	100.00			
	ICCV-2	100.00			
	JAKI-9218	1200.00			
	Total	1500.00			
Sunflower (C)	KBSH-1	150.00			
	KBSH-44	40.00			
	Total	190.00			

4. PROCEDURE FOR SUBMISSION OF TENDER

- A.** Tenders are invited under two cover systems i.e “**Technical Bid**” and “**Financial Bid**”. The cover should be sealed one superscripting “**Tender for Purchase of seeds for RABI-2016-17**”. The **Technical Bid** and the **Financial Bid** should be put in to one envelope
- B.** The first cover clearly marked as”**Technical Bid**” shall contain the documents as mentioned in Clause no.2 of the Tender Schedule It should also contain Earnest Money

Signature of the tenderer with seal

Deposit (EMD) of Rs.10,00,000/- cost of tender document i.e Rs.10,500/- (non-refundable) in shape of demand draft favouring Managing Director OSSC payable at Bhubaneswar/ MR obtained from OSSC towards purchase of tender document in case of purchase of Tender document form OSSC and other enclosures as mentioned in the tender schedule. Each cover should be addressed to the Managing Director OSSC Ltd and should contain the address of the tenderer.

- C. National/ State Level Seeds Corporations are exempted from submission of EMD and cost of Tender Document.
- D. The second cover clearly marked as “**Financial Bid**” shall contain price quotation.
- E. Tenderers must sign in each page of the tender in acceptance of terms and conditions laid down in the tender document, failing which it will be presumed that the tenderer is not willing to accept the terms & conditions of the tender and will be liable for rejection.
- F. **Conditional Tenders other than the conditions mentioned in the tender document will be liable for rejection.**

5. RECEIPT OF TENDERS

- A. The sealed tender should reach the office of Managing Director, OSSC Ltd, Bhubaneswar through Registered Post/ Speed Post only on or before *dt. 21.09.2016 up to 2.00 PM.*
- B. Tenders received after the scheduled date and time shall not be accepted

6. TERMS AND CONDITIONS FOR SUPPLY OF CERTIFIED SEEDS.

- A. The tenderer should be a Registered producer and shall present the offer in their letter head using the enclosed offer format.
- B. Rate shall be quoted in Rupees Per qtl. FOR OSSC destination for the net final cleaned/ graded, tested and packed quantity in bags. (Exclusive of bag weight). The rate shall be all-inclusive and no other claim on taxes etc., if any leviable, shall be entertained.
- C. Tenders for supply of seeds in sealed envelope will be received at Odisha State Seeds Corporation Ltd. Santrapur, Bhubaneswar-2 up to **2.00 PM on 21.09.2016** and **Technical Bids will be opened on dt.21.09.2016 at 3.00 PM** in presence of the tenderer or their authorised representatives.

Financial Bids will be opened for those whose Technical Bid will be in order and will also be opened on the respective dates to be intimated. The rate shall be valid at least for 90 days. Delivery of the entire quantity offered by the tenderer and agreed by OSSC should be as per the supply schedule of OSSC Ltd.

Signature of the tenderer with seal

- D. The qualified bidder shall execute an agreement in non-judicial stamped paper of Rs.100/- basing on which the firm order shall be placed.
- E. The seeds shall be processed and packed as per OSSC's and SCA's requirement at the supplier's premises at his cost and expenses.

OSSC shall have the right to inspect the operations from time to time.

The OSSC shall have the liberty to verify the source of the supplying agency by deputing personnel to the respective places from where the seeds are to be despatched.

- F. The Tenderer will arrange for the SCA's permission for packing the offered/ accepted quantity in the packing size as required by OSSC or in such other packing size mentioned in the supply order.
- G. The Successful Tenderer will be responsible for supply of certified seed of varieties mentioned in the Tender form and quantities thereof as agreed and will make available of the Certified seeds of those varieties as shall be mentioned in supply order, freshly harvested duly Certified by the authorized Seed Certification Agency as per the Seed Act-1966.

The Certified seeds to be supplied out of Rabi-2015-16 produce should have minimum 90days validity period , from the date of supply.

- H. The Tenderer shall not change the committed quantities and varieties of seed without the consent of the (OSSC). The tentative requirement of seed is subject to change keeping in view the requirement of State and time period of supply.
- a. That no supplies would be made after agreed cut-off dates mentioned in the agreement without obtaining prior written approval of OSSC.
 - b. Even if the seeds meet the certification standards, OSSC Ltd reserves the right to reject the stock on grounds of discolor, lacking luster or admixture of other varieties found by the supervising staff of OSSC Ltd or on grounds of poor quality.
 - c. The Tenderer shall make available to OSSC, copies of the Section-9 Certificate /Release Order issued by the State Seed Certification Agency (SCA) for each lot for releasing of payment towards seeds supplied.
 - d. An undertaking to be furnished by the Tenderer that no distribution subsidy has been claimed on the seed lots supplied to the First Party from his own produce. In case of any discrepancies noticed in connection with the certificate furnished by the Second Party, the Second Party will be solely responsible for such lapses and action as deemed proper will be initiated against the Second Party as per law.

Signature of the tenderer with seal

7. PENALTY

- a. In case the tenderer fails to supply the agreed quantities of seeds within the time period specified, the first party shall be entitled to
 - i. Arrange the unsupplied quantity from the other producing Agencies at the risk and cost of the second Party.
 - ii. Impose a penalty up to 2% on the 2nd Party for the unsupplied quantity, excluding Clause (i) above.
- b. In no case revalidated stock will be received by OSSC Ltd. In the event of such a stock is transported to the receiving point of OSSC by the supplier and it happens so that it is being rejected by personnel of OSSC, the supplier will have to take back the same at his/ her own expenses & arrangement. In such a case described above, the supplier cannot claim the transportation cost and other ancillary expenses up to receiving point of OSSC.
- c. In case the participating supplier fails to supply the agreed quantity of seeds in time, the first party reserves the right not to accept the subsequent tender of the said supplier, in future. The First Party also reserves the right to sue the Second Party for damages caused due to such failure to supply the seeds in time
- d. In case of any complaint is received from the field on the quality of the seeds, the supplier (second party) would be liable to pay compensation as per the claims/ decision of the Consumer Court/ other Courts/ Govt.
- e. Penalty Clause (a) & (c) shall not be applicable in case the second party proves to the first party beyond doubt for the area and quantity agreed to the first party that it has suffered due to natural calamities like flood, cyclone, earthquake, heavy rainfall, drought etc with authentic proof of Government Department, then the first party may waive out the penalty but it shall be at the sole discretion of the first party.

8. SUBMISSION OF DOCUMENT AFTER SUPPLY OF SEED AND PAYMENT THEREOF

- a. The supplying agency (Second party) will mention the lot wise quantity of seeds supplied in the delivery Challan and Bills. The Challan No. and Date should invariably be indicated in the Bills/ Invoices, when raised by the supplying agency. The lot-wise Release Orders/ Certificates, from the concerned Seed Certification Agency, certifying the seeds are to be furnished by the seed supplying agency for release of payment.
- b. The Corporation's Head Office at Santrapur (1st Party) shall release an amount equal to 80% of the cost of seeds received in shape of A/c Payee Cheque/ Bank Draft/ RTGS within one month after receipt of Original Bills duly stock entered along-with the copy of the sales tax way bill.

Signature of the tenderer with seal

- c. Balance 20% of the cost of seeds will be released within 60 days from the date of consignment reached and acknowledgement made thereof subject to no field complain received either from the seed production officer of the concerned unit or the DDA of the Range.
- d. In case there is field complain regarding the quality of seeds (cash memo/ Store delivery challan / any other document to ascertain sale) the supplying agencies have to be informed within 3 days of receiving the complain, provided the crop is not yet harvested. Managing Director reserves the right to withhold the seed cost dues of the failed lots as per report of the JQCI or other Lots till finalization of field complain (s)

The Managing Director shall send a team of officials of OSSC along-with the representative of the supplier for spot verification in the field. If the complaint is established the supplying agency has to bear the amount of compensation as per the recommendation of the committee and the decision of the Managing Director shall be final and binding. Besides this the supplying agencies are also liable for payment of compensation as per the decision of any court/ Consumer Redressal forum/ Govt.

In case the representative of the 2nd Party is not available at the time of delivery of seeds at OSSC destinations for drawal of joint Sample, the 1st Party will draw the sample and send the same to SSTL, Bhubaneswar and the result received (Laboratory test Report) will be acceptable to both the parties.

- e. The seed supplying agency should ensure the test result of the lots supplied within 45 days from the date of drawal of joint sample at different SPO Ranges and complaint if any received regarding their quality of stock at farmer's field.

In case of any dispute, OSSC on request of the supplying agency may allow for joint inspection in the farmer's field and also to send the samples to the designated laboratory for quality test the report of which will be binding on both the parties. OSSC is not liable for making payment on failed lots/ complaint lots in the farmer's field even if the seed is completely utilized.

- f. Supply rate of seeds should be FOR OSSC destination in Odisha inclusive of all taxes what so ever being levied by the Central or State Government. The period of supply i.e. the specific date by which the seeds can be supplied should be clearly indicated in the Tender Schedule. Any request for revision of rates for supply of seeds shall not be considered by the first party during the contract period of supply.

9. PERFORMANCE SECURITY DEPOSIT

The successful tenderer shall deposit Security Amount equal to 10% of the ordered value of seeds in shape of Bank Draft favouring Managing Director, OSSC Ltd or Bank Guarantee of any Nationalised Banks/Scheduled Banks. The Security Deposit will be released by OSSC Ltd within one month after release of final payment to the party. The performance Security Deposit through Bank Draft will bear no interest.

Signature of the tenderer with seal

In case the tenderer happens to be a National/State Level Seeds Corporation/Govt of India Undertaking no performance security is required.

AGREEMENT AND OTHER TERMS & CONDITION

The successful tenderer will execute an agreement with OSSC on non-judicial stamp paper of required value (for the supply of seeds as per the terms and conditions), each page of the terms and conditions duly signed and submit the same to OSSC.

That all the disputes /differences , of any nature arising between the parties regarding their rights, obligation, the interpretation of these presents ,and all matters arising under this agreement, will be resolved through co-operation and consultation. If the said dispute cannot be resolved by co-operation and consultation, the said matter will be referred to sole Arbitrator to be decided on mutual consent. The Arbitrator under this clause will be an Arbitrator under the Arbitration and Conciliation Act-1996 or any statutory modification or re-enactment thereof.

In the event of any dispute or cause of action shall arise in connection with the supply, tenderer (s) to approach any court unless they have resorted to and exhausted the remedy of Arbitration as envisaged above.

The Court at Bhubaneswar alone will have jurisdiction to try any legal proceedings which may arise out of the contract. Neither party shall file proceedings in any other Court.

Notwithstanding anything, the place where this agreement is implemented, it is mutually undertaken and agreed by between the First and Second parties that this Agreement shall be deemed to have been entered by the parties concerned at Bhubaneswar and Courts of Law situated at Bhubaneswar only shall have the jurisdiction to entertain the litigation arising out of this Agreement for supply of the seeds.

11. OTHER TERMS AND CONDITIONS.

- A. OSSC shall not be responsible for fluctuation of the market rate of the ordered Seeds
- B. The tenderer shall be required to supply the seeds at the agreed rate only. The agreement can be terminated at any time due to non-performance of any of the terms & conditions of the agreement to the satisfaction of the Corporation.
- C. The OSSC reserves the right to accept or reject either in full or part of the tender or all the tenders without assigning any reason. OSSC further reserves the right to award Contract/issue the order for supplies to more than one tenderer.
- D. In case of dispute arising out of the contract, the tenderer (s) shall have to agree to the decision of the sole Arbitrator whose decision will be binding on both the parties.

Signature of the tenderer with seal

- E. The court of law situated at Bhubaneswar will have the jurisdiction in matters related this tender or dispute during the performance of the contract.
- F. The tenderer shall be responsible for State Sales Tax/ Central Sales Tax/VAT and Income tax liabilities, if any. OSSC will not carry any tax liability related with the transaction.
- G. OSSC will not be responsible for the losses incurred to the tenderer due to change in Govt decisions, natural calamities, which are beyond the control of OSSC.
- H. Quality Control Inspectors of the concerned State i.e. Odisha may draw the samples of seed lots. In case the seed lots failed in sampling drawn up by the JQCI in the laboratory test, the tenderer will be responsible for the consequences of violation of Seed Act and Seed Laws and no payment will be made to the tenderer (s) even if the said seed lots have been utilised.
- I. The weight of the seed container shall be checked at any point of transaction and in case shortage found in the container, OSSC will not pay any cost against such supplies and the tenderer shall be responsible for the legal consequences of Weights & Measures Department, if any.
- J. The tenderer will have to give name of the firm, name of the processing plant, godown their postal addresses, telephone Nos. E-mail name of the responsible person in the tender form itself so as to make further communication.
- K. OSSC Staff members and their relatives/dealers/distributors are not allowed to participate in the tender directly or indirectly.
- L. The Party has no right to claim supply order on the basis of lowest rate offered by them.
- M. In case the Tenderer has no Registered Office/Corporate Office in the State of Odisha and not a Registered dealer under Odisha Value Added Tax then OSSC will arrange the required number of Way Bills for movement of the stock from outside the State.

Signature of the tenderer with seal

**TENDER FORM
FOR
PURCHASE OF SEEDS FOR RABI-2016-17**

FINANCIAL BID

(To be put in to the second envelope and super-scribed Financial bid)



ODISHA STATE SEEDS CORPORATION LTD
SANTARAPUR, BHUBANESWAR-751002
Website- www.osscltd.in

Signature of the tenderer with seal

FINANCIAL BID

To

The Managing Director,
Odisha State Seeds Corporation Ltd.
Santarapur, Bhubaneswar-2.

Sir,

With reference to your enquiry/ advertisement dt. _____, we hereby quote our most competitive offer for supply of certified seeds as per the terms and conditions provided by you, which are FOR OSSC destination including all expenses and taxes. The particulars of offers are given below.

Crop	Variety	Qty. required in qtls	Qty. offered in qtls	Season of produce	Name of the certification agency certifying the seeds	Rate in Rs per qtl FOR OSSC destination in figures	Rate in Rs per qtl FOR OSSC destination in words
Wheat(C)	Sonalika	2600.60					
	UP-262	552.60					
	Total	3153.20					
Maize (C)	Navjyot	3.40					
	Decan-103	119.20					
	HQPM-1/5	500.00					
	Total	622.60					
Field Pea (C)	Aparna	200.00					
	Rachana	1500.00					
	Total	1700.00					
Til (C)	GT-2	81.00					
	Kalika	55.00					
	Vinayak	20.00					
	Prachi	6.00					
	Total	162.00					

Signature of the tenderer with seal

Mustard (C)	Pusa Agrani	30.00					
	M-27	1400.00					
	Anuradha	300.00					
	Parvati	400.00					
	PT-303	100.00					
	Jhumka	7.00					
	JD-6	600.00					
	Total	2837.00					
Bengal Gram (C)	JG-11	100.00					
	Annegiri-1	100.00					
	ICCV-2	100.00					
	JAKI-9218	1200.00					
	Total	1500.00					
Sunflower (C)	KBSH-1	150.00					
	KBSH-44	40.00					
	Total	190.00					

Signature of the tenderer with seal