

TENDER SCHEDULE
FOR
DISPOSAL OF LEFT OVER GROUNDNUT
SEEDS OF RABI-2013-14



COVER-A

Sale of Tender Paper 08.11.16 to 28.11.16
Date of Receipt-up to 1.30 P.M, 29.11.2016
Date of Opening -3.00 P.M, 29.11.2016

Name and address of the Tenderer-

Tender submitted for groundnut substandard seeds
available at Unit locations of OSSC

ODISHA STATE SEEDS CORPORTION LTD
(A GOVERNMENT UNDERTAKING)
Santarapur, Bhubaneswar-751002
GRAM-KALINGSEEDS
Tel No. MD 2340573,2340170 Fax 2340096
E-Mail: mdosscltd456@gmail.com,
Website:http/www.osscltd.in



ODISHA STATE SEEDS CORPORATION LIMITED
(A GOVERNMENT UNDERTAKING)
SANTARAPUR, BHUBANESWAR-751002
E-Mail: mdosscltd456@gmail.com,
Website: http://www.osscltd.in
TENDER CALL NOTICE

Sealed tenders are invited in prescribed format only from intending tenderers having valid VAT registration certificate for disposal of left over Groundnut seeds of Rabi-13-14 available at Unit locations of OSSC Ltd as per the details attached with the Tender schedule. The tender papers can be obtained from the Head Office of the Corporation at Santarapur, Bhubaneswar-751002 on any working day from 10.00 A.M to 5.00 P.M during the period from 08.11.2016 to 28.11.2016 on payment of Rs.10,500/- (Rupees Ten thousand Five hundred)only including VAT.

Tender papers can also be downloaded from the website of OSSC Ltd i.e. www.osscltd.in. The cost of the tender schedule i.e. Rs.10,500/- (Rupees Ten thousand Five hundred)only including VAT should be submitted in shape of Bank Draft along with the tender documents in the event of the tender documents downloaded from the website failing which the tender shall not be accepted.

Duly filled in tenders will be received only through Registered post /Speed Post at Head Office of OSSC Ltd ,Santarapur, Bhubaneswar up to 1.30 P.M on 29.11.2016. No tender will be received from any person /tenderer/directly. Tender papers will be opened at 3.00 P.M on dt.29.11.2016 in presence of a Committee and the tenderers or their authorized representatives.

The tender will be in two parts i.e. technical bid (Cover-A) and financial bid (Cover -B). The bidders should submit their technical and financial bid separately in two envelopes and should be put in to another cover super scribed as " **TENDER FOR DISPOSAL OF LEFT OVER GROUNDNUT SEEDS OF RABI-13-14.**

Bidders who qualify technically, their financial bid shall only be opened. The interested tenderers are to submit the required EMD of Rs.5,00,000.00 (Rupees Five lakh) only along with the tender paper cost in shape of Demand drafts if down loaded from OSSC Website. In case the tender paper is purchased from OSSC Head Office the Money Receipt of OSSC should be attached.

The undersigned reserves the right to accept/reject any or all the tender(s) without assigning any reason thereof.

-Sd-
Managing Director

TERMS AND CONDITIONS

The Odisha State Seeds Corporation Ltd. intends for disposal of left over groundnut seeds of Rabi-2013-14 available at Unit locations of OSSC Ltd. The details of place of availability of the stock can be obtained from the concerned unit offices. The tenderers are to furnish the rate per quintal ex-godown including cost of container (basic price and taxes should be quoted separately in order to arrive at total cost per quintal) for the entire quantity available at different locations. The tenderer should quote their best competitive rate. The tenderers have to submit the tender papers along with required EMD in shape of Bank Draft only drawn on any Nationalized/ Scheduled Bank in favour of the Managing Director, OSSC Ltd. payable at Bhubaneswar

TERMS AND CONDITIONS

1. The EMD should be submitted along-with the tender in shape of Bank Draft only in favour of the Managing Director, Odisha State Seeds Corporation Ltd. drawn on any Nationalized /Scheduled Bank payable at Bhubaneswar which will not carry any interest. Submission of EMD in any other form will not be accepted and the **tender will be summarily rejected**. In case of successful tenderer the EMD may be converted towards part of security amount on request. The cost of Tender paper and EMD must be submitted with the Technical bid.
2. The EMD of unsuccessful tenders will be returned as such within 30 days from the date of finalization of the decision of the Tender Committee.
3. The successful tenderer (s) (H-1) shall deposit 10% of the bid amount within 7days on receipt of the order through demand draft in favour of the Managing Director, OSSC Ltd. / E-Transfer to OSSC Account as Security Amount and execute an agreement. If the tenderer (s) fails to deposit the 10% bid amount within the stipulated time, the EMD deposited along-with the tender will be forfeited without any further communication. The Security Deposits shall not carry any interest and an agreement with OSSC will be executed by the successful tenderer (s) to lift the stock within the Schedule time.
4. In case the successful tenderer (s) fail to lift the stocks in time as stipulated, the Corporation reserves the right to forfeit the Security Amount
5. The OSSC staff members or their relatives are not allowed to participate in the tender directly or indirectly.
6. The defaulting firms who have been black listed/deported to deal with the business activities of OSSC Ltd is/are not illegible to take part in the tender process of OSSC Ltd for disposal of substandard seeds.
7. The total stocks can be inspected between 10.00 A.M to 5 P.M in all working days at the places where the stocks proposed for disposal are available.
8. The entire stock has to be lifted within 30 days from the date of agreement. The lifting order shall be issued on deposit of the cost and the tenderer shall deposit the same within the time i.e. 30days. If the tenderer fails to lift the stock from the stocking point within the scheduled time the security deposit i.e. 10% of bid amount deposited by the successful tenderer shall be forfeited. The value of the stock to be lifted shall be deposited before lifting of the said quantity. 10% of the bid amount deposited by the tenderer(s) would be adjusted against the value of the final consignment.
9. The stock is to be lifted” **as is where is basis**” ex-godown OSSC Ltd.. The successful tenderer will have to make their own arrangement for lifting of the stock within the stipulated time at their own cost from the concerned Godown.
10. The tenderer(s) must check thoroughly the quality of the stocks before submission of the tender

11. Sales Tax or any other Tax if any leviable shall be borne by the tenderer
12. In case the tender is accepted, the tenderer will have to execute an agreement in non-judicial stamp paper of Rs.100/- stating that the stocks will not be used for seed purpose.
13. The tenders should be submitted only after agreeing all the above terms and conditions and conditional tenders will be rejected.
14. The stock would be weighed along with gunny bags and the rate offered per quintal would be inclusive of bags in which the substandard seeds are packed.
15. The basic price and taxes should be quoted separately in order to arrive at total cost per quintal of the substandard seeds.
16. All charges of transport, weighment , loading ,unloading and labour charges etc would be borne by the tenderer.
17. The qualified tenderer shall credit the amount in the S.B.I Cash Credit A/C No.33369912072(IFS Code- SBIN0003108) or else the tenderer can submit the Bank Draft for the cost of left over groundnut seeds in favour of M.D OSSC Ltd payable at Bhubaneswar .basing on which the lifting order shall be issued.
18. **FRAUD & CORRUPTION:** The bidders shall observe the highest standard of ethics during bidding and during performance of the contract. For the purpose of this provision, the following acts shall be considered as corrupt and /or fraudulent practices-
 - A) “Corrupt Practice” means offering, giving receiving or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
 - B) “Fraudulent Practice” means misrepresentation or omission of facts in execution of contract.
 - C) “Collusive Practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
 - D) “Coercive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract. During the process of evaluation of a bid or proposal for award of a contract., if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then
 - i) The bid shall be rejected and
 - ii) Declare the firm ineligible for a specific period or indefinitely to participate in a bidding process. However, if any such practice is detected at any subsequent stage or during execution of the contract, the Tender Inviting Authority will exercise the right to cancel the contract and make suitable alternative arrangement at the risk and cost of such offending bidder.
 - iii) An undertaking in this regard shall be given by the participating tenderer as at Annexure-1 failing which the tender shall be rejected
19. **The tenderers submitting tenders must subscribe in bold letters TENDER FOR DISPOSAL OF LEFT OVER GROUNDNUT SEEDS OF RABI 2013-14 on the top of the sealed cover in which tender is sent.**
20. **The intending tenderers should furnish VAT clearance Certificate up to 31.03.2017 and VAT Registration Certificate from the competent authority. The Registration Certificate issued by the Sales Tax Department for TIN Number should contain the Groundnut for which the firm offered its rate otherwise their offer shall not be considered.**
21. **In case of outside state firms/persons participating in the tender should furnish sales tax C form on demand for the quantity of stock lifted.**
22. **The intending tenderer should submit self attested copy of PAN Card.**

23. All disputes, controversies or claims arising out of or in connection with or in relation to this contract, of its negotiation, performance, breach, existence or validity, whether contractual or tortuous, shall be referred to arbitration in accordance with the Indian Conciliation and Arbitration Act,1996 and conducted by a single arbitrator to be appointed by the Parties by mutual consent. The cost of arbitration shall be shared by the Parties. The place of arbitration shall be India and the applicable law in relation to the procedure of the arbitration shall be determined by reference to the law of the place of the arbitration is to be held. The arbitration proceedings shall be conducted in English language. The award of the arbitration shall be final and binding against the Parties hereto. The Court at Bhubaneswar alone will have jurisdiction to try any legal proceedings which may arise out of the contract..
24. In the event of any dispute no cause of action shall arise in favour of parties to approach any court unless they have resorted to and exhausted the remedy of arbitration as envisaged above.
25. The cost of Tender paper and EMD must be submitted with the Technical bid.
26. The participating tenderer(s) should quote their best competitive rate. The Tender will be in two parts i.e. Technical bid and Financial bid. The bidders should submit their technical and financial bid separately in two envelopes and should be put into another cover superscripted as “ **Tender for disposal of left over Groundnut seeds of Rabi-2013-14**”.
27. The Managing Director may call the bidders for production of the original documents at the time of verification of the technical bid documents submitted by the bidders. The Managing Director is also empowered to make negotiations with the qualified H-1 bidder to fetch highest rate for disposal of left over groundnut seeds.
28. The Court at Bhubaneswar alone will have jurisdiction to try any legal proceeding which may rise out of the contract. Neither party shall file proceedings in any other Court.
29. The undersigned reserves the right to accept /reject any or all tenders in full or part for any or all items without assigning any reason thereof

LIST OF DOCUMENTS TO BE ATTACHED WITH THE TECHNICAL BID OF THE TENDER SCHEDULE FOR DISPOSAL OF LEFT OVER GROUNDNUT SEEDS OF RABI-2013-14 FAILING WHICH THE TENDER IS LIABLE TO BE REJECTED

Sl No	Particulars	Page reference of the document in the tender submitted
1	Details of EMD submitted	
2	Details of Cost of Tender papers submitted	
3	PAN Card Copy	
4	TIN/CST NO	
5	VAT Registration certificate issued by Sales Tax Authority dealing with the items for which tender submitted.	
6	VAT clearance Certificate valid up to 31.03.2017	

N.B The participating tenderer is to mention the page reference of the above documents furnished in his tender.

ANNEXURE -I

UNDERTAKING ON FRAUD & CORRUPTION (for bidder)

We do hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for disposal of left over Groundnut seeds under tender reference no we shall strictly observe the terms and conditions against fraud and corruption in force in the country.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM

**DISPOSAL OF LEFTOVER GROUNDNUT
SEEDS OF RABI 2013-14**

FINANCIAL BID



COVER-B

To,

The Managing Director, OSSC Ltd, Samantrapur , Bhubaneswar-2

Sub:- Offer rate (Ex OSSC Godown including all taxes) for Left over Groundnut seeds of Rabi-2013-14.

Ref:- Tender Notice Published in _____ on dt. _____

Dear Sir,

We have carefully gone through all the details of the Tender Notice no. _____ dt. _____ including its terms and conditions and will abide by all the terms and conditions. My highest rates are as under. The above rates shall be valid for 60 days only from the date of opening of the tender.

S.I No.	Location	Godown	Crop	Qty. available in qtls.	Rate in (Rs.) per qtls.			
					Rate per qtl Ex. OSSC godown	VAT @ 5%	Total price in (Rs)	Total Price (Rs.) in words
1	Bhubaneswar	D.R G.nut seeds store , Chandaka, Bhubaneswar.	Ground nut	1706.58				
2	Berhampur, Ganjam	Hired SSB Godown, Jagannathpur, Berhampur, Ganjam.	Ground nut	1743.36				
3	Ranihat , Cuttack	Cold Storage Godown, Ranihat, Cuttack	Ground nut	1886.59				
4	Mahisapat, Dhenkanal	OSSC Godown, Mahisapat, Dhenkanal.	Ground nut	110.57				

**NB- The tenderer have to quote for the entire quantity.
Offer for part quantity shall not be entertained.**

Total – 5447.10 qtl

(9)

Signature of the Tenderer with seal