



THE ODISHA AGRO INDUSTRIES CORPORATION LTD.

95, SATYA NAGAR, BHUBANESWAR – 751007.

TENDER CALL NOTICE

Dt.06 .05.2016

Sealed tenders are invited from the interested parties for supply of Quality Planting Material of Horticulture plants. The tentative requirement of Quality Planting Materials given below:

SI No	Name of the Planting Materials	Nos. required (Tentative)	Specification
1	Guava gootee	0.08 lakhs	6"x9"x300 gauge polythene,9-12 month old & 1.5-2ft height from base
2	Pomegranate gootee	0.35 lakhs	6"x9"x300 gauge polythene,9-12 month old & 1.5-2ft height from base
3	Pineapple sucker	59.50 lakhs	350-450 gm weight

The Tender document will be available in the office of undersigned from 06.05.2016 to 20.05.2016 up to 1.00 p.m. on payment of Rs.10, 500/- inclusive of VAT per set vide Cash/DD drawn in favour of OAIC Ltd. payable at Bhubaneswar. The same can also be downloaded from our website www.orissaagro.com. In case of downloaded form, the tenderer has to attach with the tender document a Demand Draft amounting to Rs.10, 500/- in favour of OAIC Ltd. *The last date of submission of tender document is 20.05.2016 up to 2.00 p.m. & will be opened at 3 p.m. on the same date at the above given address.*

MANAGING DIRECTOR

THE ODISHA AGRO INDUSTRIES CORPORATION LTD.
TENDER FOR SUPPLY OF QUALITY PLANTING MATERIALS OF
HORTICULTURE PLANTS



Date of commencement of sale of Tender form: - 06.05.2016

Last Date of Sale of Tender form: - 20.05.2016 up to 1.00 p.m.

Last Date of Submission of Tender form: - 20.05.2016 up to 2.00 p.m.

Date of Opening of Tender: - 20.05.2016 at 3.00 p.m .

Cost of Tender Form: Rs.10, 500/- (inclusive of VAT)

Form Serial no. :

Cash Receipt No. Date:.....

D.D No..... Bank:

Address:

95 - SATYA NAGAR, BHUBANESWAR - 751014

Tel No. 0674- 2570687, FAX: 0674 - 2570313

e-mail : oaicho@orissaagro.com

Website: www.orissaagro.com



THE ODISHA AGRO INDUSTRIES CORPORATION LIMITED
(A GOVERNMENT OF ODISHA UNDERTAKING)
95, SATYA NAGAR BHUBANESWAR – 751007.
PHONE NO. 0674 – 2570687, FAX NO.0674 – 2570313

DISCLAIMER

The information contained in this Tender (“Tender”) or subsequently provided to Tenderer(s), in any other form by or on behalf of OAIC or any of their employees is provided to Tenderer(s) on the terms & conditions set out in this Tender. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this Tender. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. OAIC, its employees make no representation or warranty and shall have no liability to any person, including any Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise. OAIC also accepts no liability of any nature whether resulting from negligence or otherwise. The issue of this tender does not imply that OAIC is bound to select a Tenderer or to appoint the Preferred Tenderer. OAIC may in its absolute discretion reserves the right to reject, cancel, terminate, hang or modify all or any of the Tenderer or Bids at any time without assigning any reason whatsoever or providing any notice and without accepting any liability for the same. The Tenderer shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any physical verification, demonstrations or presentations which may be required by OAIC or any other costs incurred in connection with or relating to its Tender. All such costs & expenses will remain with the Tenderer and OAIC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Tenderer regardless of the conduct or outcome of the Tendering Process. Submission of proposal by the Tenderer shall be deemed to have been done after careful study and examination of the document. The response should be full and complete in all respect. Incomplete or partial response is liable to be rejected. The issue of this document does not in any way commit or otherwise obliges OAIC to proceed with all or any part of tender process. The tender request is not the subject of any process contract or any contractual obligations between OAIC and applicant(s). OAIC may, at its absolute discretion, elect to abandon any part or whole of the process without giving prior notice to the applicant(s).

The terms in the following categories are used interchangeably and their derivatives are synonymous within each category:

- (a) Tenderer, Bidder, Company, Agency, Supplier, Producer etc.
- (b) Corporation, OAIC
- (c) EoI, Tender, IFB, Tender, Application, Bid, Proposal.

TENDER CALL NOTICE

Sealed Tender is invited from Producer Company/ Producing Organizations having their own production programme outside sources (other than Odisha) for the year 2016-17 for supply of different varieties of Horticulture planting materials on FOR basis to different districts of Odisha. The details of application format and terms & conditions can be down loaded from our website www.orissaagro.com. The last **date** of submission of tender document is **20.05.2016** up to **2.00 p.m.** In case of downloaded form the applicant should attach the Bank Draft / Money Receipt of Rs.10, 500/- already deposited in the Head Office of OAIC without which the tender document will be rejected. Tender document will be opened at **3.00 PM** on **20.05.2016** at the OAIC Head Office, 95, Satyanagar, Bhubaneswar-751007. The undersigned reserves the right to accept / reject any or all application(s) without assigning any reason thereof.

INTRODUCTION, TERMS AND CONDITIONS:-

OAIC intends to supply different quality planting materials of Horticulture plants by procuring through open tender process as per the requirement of Directorate of Horticulture, Govt. of Odisha during 2016-17. The crop wise & variety wise details are available at Schedule-I of the tender document.

1. OAIC reserves the right to reject or accept any or part/ all application(s) received against Tender without assigning any reason thereof.
2. OAIC reserves the right to place supply order to more than one tenderer.
3. OAIC reserves the right to place order of lesser or higher quantity as advertised and advise to supply the Planting Materials in staggered manner as per the requirement of the farmers of the State of Odisha.
4. Rate quoted will be valid till 31.03.2017.
5. Varieties should be genuine, labeled, healthy and free from disease/pest.
6. Detail specification for Quality Planting Material are :

Sl No	Name of the Planting Materials	Variety	Nos. required (Tentative)	Specification
1	Guava gootee	A S,L-49, V N R	0.08 lakhs	6"x9"x300 gauge polythene,9-12 month old & 1.5-2ft height from base
2	Pomegranate gootee	Bhagwa, Ganesh	0.35 lakhs	6"x9"x300 gauge polythene,9-12 month old & 1.5-2ft height from base
3	Pineapple sucker	Kew, Queen	59.50 lakhs	350-450 gm weight

7. Source & Quality Parameters to be verified by the Technical Team.
8. If any legal complicity arises the concern firm will be responsible. Time of supply should be strictly followed, if any deviation made due approval from Managing Director is to be obtained by the supplier.
9. Tender documents received with incomplete /partial information and / or without supporting documents shall be rejected.

10. Tender of a company/firm/individual that has been blacklisted by the Govt. of India/other PSUs / any Ministry /Agency of Govt. of India/Any Department of Govt. of Odisha and/or any other Deptts./PSU of other States shall be rejected. The Tenderer has to give a notarized affidavit to this effect without which the tender is liable for rejection.
11. OAIC reserves the right to call for original documents and /or any additional information/documents from any tenderer.
12. The selected firms /agencies/ company/ individual would execute an Agreement with OAIC before execution of any order to be placed by OAIC.
13. The cost of (non-refundable) Tender paper is Rs. 10,500/- (Rupees ten thousand five hundred) only inclusive of 5% VAT. The Tender documents would be available for sale on any working day between 10.00 hrs, to 17.00 hrs. from Accounts Department, OAIC Ltd., 95, Satyanagar, Bhubaneswar – 751007, Odisha up to 1.00 p.m. of 20th May, 2016.
14. Tenderers should have minimum Annual Turnover of Rs. 30.00 Lakh for the preceding three years with cutoff date 31.03.2016 in support of this the Bidders will have to submit the Audited Balance Sheet duly certified by registered C.A/ or for Govt. Organization Income Tax acknowledgement of last three years.
15. Tender submitted by individual / sole proprietorship firm & partnership firm / company / joint ventures /consortium is allowed. However back to back arrangement of supply is not allowed.
16. The tenderers are requested to submit the document as mentioned in check-list failing which the tender shall be rejected.
17. OAIC is not bound contractually or in any other way to any applicant(s) of this Tender. OAIC is not liable for any costs of compensation in relation to the consideration of this Tender, incurred by the applicant(s) to this Tender whether or not OAIC cancels / terminates, varies, or suspends the Tender process.
18. The supply quantity may go up or down as per the request of Directorate of Horticulture, Govt. of Odisha and as per the supply & demand of/from the farmers. Accordingly the agency should be in readiness to adjust & supply as per the requirement.
19. If the last date of submission of tender & tender opening happens to be a holiday or the office remains closed due to any reason whatsoever the last date of submission of tender & tender opening will be the next working day.

DOCUMENTS TO BE ATTACHED

The interested tenderers should submit the tender document duly signed in all pages & papers with date & seal along with the Self Attested following documents in a sealed envelope within schedule date & time, failing which the Tender shall be liable to be rejected.

Sl. No.	Particulars	Page No.
1)	Tenderer is required to submit its typed / printed Tender document duly filled & signed in the prescribed form/format.	
2)	Proof of purchase of Tender documents i.e. Money Receipt of Rs. 10,500/- issued by Odisha Agro Industries Corporation Limited Bhubaneswar- Head Office. Demand Draft of Rs.10,500/- to be attached if the Tender Document is downloaded from the Website.	
3)	Certificate of Incorporation /Partnership Deed/ Proprietorship Certified / Joint Venture Incorporation / Consortium Agreement / Memorandum & Article of Association of the Company if applicable.	
4)	Valid Export/ Import license in the name of the firm	
5)	Annual Profit & Loss Account and Balance Sheets of past three years. (2013-14, 2014-2015 & 2015-16) duly signed by registered C.A and / or for Govt. Organisation Income Tax acknowledgement of 3 years.	
6)	Copy of valid Seed License for carrying business if applicable	
7)	Copy of valid Seed Producers License if applicable	
8)	Copy of Professional Tax details if applicable.	
9)	Copy of valid Trade License if applicable.	
10)	Affidavit for not black –listed /debarred by any Central /State Govt. or Central/State Agencies/PSU etc.	
11)	VAT clearance certificate	

Note: (All above aforesaid Documents /Papers are to be marked page wise positively).

AGREEMENT AND OTHER TERMS & CONDITIONS

- a. The successful tenderer will execute an agreement with OAIC on non-judicial stamp paper of required value for arranging the supply as per terms and conditions, signed in each page of the terms and conditions and submit the same to OAIC.
- b. If there arises any dispute between the successful tenderer & OAIC, the Chairman, OAIC shall be the sole Arbitrator and the decision of the Arbitrator will be binding on both the parties.
- c. The Managing Director, Odisha Agro Industries Corporation Ltd. is at liberty to accept or reject all or any tender(s) without assigning any reason thereof.
- d. Notwithstanding the place where this agreement is implemented, it is mutually undertaken and agreed by the successful tenderer & OAIC that this Agreement shall be deemed to have been entered by the parties concerned at Bhubaneswar and Hon'ble High Court, Odisha, Cuttack only shall have the jurisdiction to entertain the litigation arising out of this Agreement for supply of the Materials.

PENALTY

- a. In case the Successful Tenderer / Supplier fails to supply the agreed quantities of Planting Materials within the time period specified by OAIC Ltd., OAIC shall be entitled to arrange the unsupplied quantity from the other supplier at the risk and cost of the said Successful Tenderer / Supplier.
- b. In no case inferior quality stock will be received by OAIC Ltd. In the event such a stock is transported to the receiving point by the Successful Tenderer / Supplier and it so happens that it is being rejected for any reason, the Successful Tenderer / Supplier will have to take back the same on his own expenses. In such a case described above the Successful Tenderer / Supplier cannot claim the transportation cost and other ancillary expenses from OAIC Ltd.
- c. In case the participating supplier fails to supply the agreed quantity of Planting Materials in time, OAIC Ltd. reserves the right not to accept the subsequent tender of the said supplier in future.
- d. In case of any complaint received from the field on the quality of the Planting Materials, the Successful Tenderer / Supplier would be liable to pay compensation to the farmers as per the claims / decision of the Consumer Court / other Courts/Govt. Besides OAIC will not pay any money for such supplied Planting Materials or the incidental / connected expenses incurred by the supplier.
- e. OAIC Ltd will be indemnified by the Successful Tenderer / Supplier for the loss sustained in the entire process.

E.M.D. & SECURITY DEPOSIT

- a. The Tenderer has to provide 'EMD' of Rs.3.0 Lakh for above mentioned Horticulture Planting Materials vide Demand Draft drawn in favour of 'OAIC Ltd.' payable at Bhubaneswar, which has to be attached to the Tender document, failing which the tender will not be considered.
- b. The Successful Tenderer will have to submit interest free Security Deposit of Rs. 5.00 Lakh vide Demand Draft drawn in favour of 'OAIC Ltd'. The EMD will be converted to Security Deposit and the balance amount is required to be paid by the Successful Tenderer.
- c. The Security Deposit in full or part will be forfeited for breach of agreement or the terms & conditions of the Tender and the decision of the Managing Director will be final & binding on the Successful Tenderer.
- d. The Security Deposit will be refunded to the Successful Tenderer after 60 days of completion of supply of ordered quantity of Planting Material.
- e. The 'EMD' will be forfeited if the Successful Tenderer do not supply the Planting Materials for which he/they has/have participated in the tender.
- f. The 'EMD' will be returned/refunded to the Unsuccessful Tenderer within thirty working days of finalization of tender and tenderer will not charge any interest / compensation for delayed refund.

PROCEDURE FOR SUBMISSION OF TENDER

- a) The entire tender document to be submitted duly filled and signed on each page. Tenderer must fill up the Scheduled-I failing which the Tender will be rejected.
- b) Tender to be submitted in Sealed cover super-scribing ‘**Tender for supply of Quality Planting Material of Horticulture Plants**’. Tenderers should invariably mention their name address etc. on left hand side of envelope for clear identification.
- c) Conditional Tenders other than the conditions mentioned in the tender document will be liable for rejection.
- d) **The sealed tender should reach at The Odisha Agro Industries Corporation Limited, Head Office, 95 - Satya Nagar, Bhubaneswar - 751007 through Registered Post/Speed Post/Courier Service/ Drop Box kept at Head Office on or before 20.05.2016 up to 2.00 p.m.**
- e) Tenders received after the schedule date and time shall not be entertained.
- f) Tender will be opened at **3 p.m. on 20.05.2016** in presence of the authorized representative of the Tenderers. In absence of the Tenderers or their authorized representatives also, Tenders will be opened on the schedule date & time.

VALIDITY PERIOD

The validity period of the tender is up to **31.03.2017**.

The Competent Authority is not bound to accept any or all the Tender(s) and reserves its right to accept the Tender(s) either in full or in part. The Competent Authority reserves the right to place an order for the full or part quantities. The Authority also reserves the right to terminate the contract / order of any agency/agencies in case of changes in the Government procedures or policy or instruction / direction.

Place :

Date :

*Signature of tenderer
with seal*

**TENDER FORM FOR SUPPLY OF QUALITY PLANTING MATERIALS
OF HORTICULTURE PLANTS**

1. Name of Tenderer: _____

2. Detail Office Address: _____

3. Contact Details: (a) Mobile No. _____

(b) Land line No. _____

(c) e-mail ID. _____

4. Whether the tenderer has been blacklisted by the Govt. of India/other PSUs /any Ministry /Agency of Govt. of India/ any Department of Govt. of Odisha and/or any other deptts. /PSU of other States. Please state the details.
(Submit affidavit for not black-listed /debarred by any Central /State Govt. or Central/State Agencies/PSU etc.)

5. PAN No. _____

6. TIN No/VAT No. _____

7. Seed License No. _____

8. Name of the States where the tenderer has supplied Horticultural planting materials. (Pl. attach proof)

1. _____

2. _____

3. _____

9. P.F. Registration No. :-
(Please enclose Photo copy)

10. E.S.I. Registration No. :-
(Please enclose Photo copy)

11. Annual turnover of last 3 years (if any)

a) 2013-14 :-

b) 2014-15 :-

c) 2015-16 :-

12. Name of the Banker with Address :-

13. Account No. with IFS Code No. :-

14. Tender document payment Details:-

i) Money Receipt No. & date :-

ii) Value: - Rs. 10,500/-

15. Details of E.M.D.:-

i) DD No. & date :-

ii) Bank Name :-

Branch: -

iii) Value: -

I/We hereby declare that the information furnished herein are true to the best of my knowledge & I/we further declare that in case of appointment I/we shall abide by the terms and conditions of OAIC. In case the furnished information is found to be false at any stage, OAIC will cancel the tender/awarded order(s) without assigning any reason thereof.

Dated _____

Full Signature with office seal of
the Tenderer.

SCHEDULE - I OF TENDER

**QUOTATION TO BE SUBMITTED FOR SUPPLY OF HORTICULTURE
PLANTING MATERIAL i.e. Guava gootee, Pomegranate gootee & Pineapple
suckers**

Name of the planting material	Type of planting material	Variety	Tentative Requirement in lakh Nos.	Procurement period	Rate per Unit (Rs)	Source (Name of the State & detail address of the nursery)
Guava	Gootee	A.S,L-49,VNR	0.08	July - August		
Pomegranate	Gootee	Bhagwa, Ganesh	0.35			
Pineapple	Sucker	Kew, Queen	59.50			

Please Note:

Additional Relevant Information can be provided in Separate Sheet if required.

Place :

*Signature of tenderer
with seal*

Date :

<u>DETAILS OF ENCLOSURES</u>		
Sl. No.	Particulars of Enclosures	Remarks if any
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		

Place :

*Signature of tenderer
with seal*

Date :