



NATIONAL CO-OPERATIVE CONSUMERS' FEDERATION OF INDIA LTD

(Under Ministry of Consumers' Affairs, Food & Public Distribution, Govt. of India)

Plot No.GA-123, 1st Floor, Near ATM Square Niladri Vihar, C S Pur, Bhubaneswar-21.

Ph. No.0674-2720256, 7065085771 Email: nccfbbsr@gmail.com

NCCF/BBSR/BUSS./2023-24/ 12

Date-27/04/2023

SHORT TENDER NOTICE

NCCF Bhubaneswar Branch invites Tenders from Empanelled/ Non Empanelled Business Associates of NCCF for supply of Certified Turmeric Rhizome to Odisha State Seed Corporation Limited.

Cost of Tender Documents- Rs 11,200/- (non-refundable).

Security Deposit of Rs.2,50,000/- (Refundable without interest after successful completion of Supply).

1. Date and Time of start of Tender Submission-28.04.2023 at 10 AM.
2. Last Date and Time of Tender Submission- 01.05.2023 at 10 AM.
3. Date and Time of Tender Opening- 01.05.2023 at 11 AM
4. Place of Tender Opening- Office of Branch Manager Bhubaneswar, NCCF
5. Account Details of NCCF, Bhubaneswar Branch: -

Name of Account Holder-NCCF, Bhubaneswar

Account Number-04700210002575

Name of Bank and branch- UCO Bank, Main Branch, Bapujinagar

IFSC Code- UCBA0000470

Terms and Conditions:

1. Bidders must have an experience of successful completion of similar nature of work along with order copy of the completed work.
2. Terms and conditions would remain same as mentioned in the tender schedule enclosed.
3. Selection of bidder will be made on the basis of maximum margin offered for NCCF and lowest rate quoted.
4. Rate of the items should be submitted as per format enclosed in tender schedule.
5. The bidder shall submit the declarations and abide by other terms and conditions as per NCCF norms and clauses in the tender schedule of Odisha State Seeds Corporation Limited, Bhubaneswar.
6. NCCF Shall be at liberty to distribute 40 % of the total tendered quantity of materials amongst other than L1 bidders subject to acceptance of L1 rates by other than L1 bidders and fulfilment of eligibility criteria by them.
7. NCCF shall terminate the empanelment of a Business Associate if they have competed against NCCF in any bid either individually, as a partner or in a Joint Venture.
8. First Preference shall be given to the empaneled Business Associate of Tendering Branch of NCCF. Second preference (in case of absence of valid Business Associate of Tendering Branch) shall be given to empaneled Business Associates of other NCCF Branches and third preference shall be given to Non-



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Empaneled Business Associates with a condition that they shall apply for empanelment with NCCF within a week of being declared successful bidder by submitting required documents as per NCCF Business guidelines and get themselves empaneled with NCCF before issue of formal Letter of Acceptance.

9. All successful bidders will have to deposit a Security Deposit (SD) of 2 % (Nil for empaneled suppliers of NCCF for works upto Rs 10.0 Lakhs) of awarded value. No interest will be paid on SD money.
10. NCCF shall be at liberty to postpone/ cancel the tender and accept or reject any bid.
11. **NCCF, Bhubaneswar Branch reserves the right to accept or reject any offer at any stage without assigning any reason thereof.**

Sd/-
Branch Manager
NCCF, Bhubaneswar

e-TENDER DOCUMENT
FOR
PROCUREMENT OF TL TURMERIC
RHIZOME FOR KHARIF-2023



ODISHA STATE SEEDS CORPORATION LTD
(A GOVERNMENT UNDERTAKING)
SANTARAPUR, BHUBANESWAR- 751002.
Tel-MD 0674- 2340573, E-Mail-mdosscltd456@gmail.com, Web:-www.osscltd.in



ODISHA STATE SEEDS CORPORATION LIMITED
(A GOVERNMENT UNDERTAKING)
SANTARAPUR, BHUBANESWAR - 751002.
Tel – MD 0674-2340573, Tel Fax – 2340096 E-mail-
mdosscltd456@gmail.com

NIT No.OSSC/Mktg(Hort)-06/2023

Short e-Tender Call Notice

OSSC Ltd. invites e-Tender only from Producers (and in case of GOI PSUs, their authorized Agencies) on item wise rate contract basis **for Procurement of TL Seed material of Ginger and Turmeric Rhizome for Kharif-2023** in double cover system through online mode only for the for the works below.

| | |
|--|--|
| Name of the work | Purchase of TL Seed material of Ginger and Turmeric Rhizomes for Kharif-2023 |
| Nos of work | One |
| Availability of bid documents in portal | 15 hours on 21.04.2023 to 17 hours of 01.05.2023 |
| Last date of receipt of tender in portal | 17 hours of 01.05.2023 |
| Date and time of opening of Bid | 11 hours of 02.05.2023 |

The detailed descriptions of crops, varieties, quantity, parameters, terms and conditions specified in the tender schedule would be available in the e-Tender portal www.tendersodisha.gov.in .Any addendum/ corrigendum/cancellation can also be seen in the said website.

Sd/-
Managing Director
OSSC Ltd.

GENERAL INFORMATION OF THE TENDERERS

| | |
|--|--|
| 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./Mobile No./Telex/Fax No/ Email.: | |
| E. Bank Accounts Details i. Name of the Accounts Holder ii Name of the Bank iii. Branch iv. Account No. v. IFS Code | |
| F. Location of Office | |
| G. Name of the Person to be Contacted with Mobile No. | |

CHECKLIST OF THE BIDDERS

| Sl. No. | Particulars | Document Submitted | Page Ref. | | | | | | | | | | | | | | |
|----------------|---|--|--------------------|--|----------------------|--|----------------------|--------------------|----------------|--|--|--|--|--|--|-------------------------------------|--|
| 1 | The cost of tender paper of Rs.11,200/- inclusive of GST | UTR No. | | | | | | | | | | | | | | | |
| 2 | The cost of EMD of Rs. 1,42,00,000.00 | UTR No. | | | | | | | | | | | | | | | |
| 3 | Copy of earlier supply orders from any Central Govt./ State Government/ NSC/ OSSC/ other State Seeds Corporations or any other Govt. Agencies for at least two years in the following format in a separate sheet.(Table-III) | | | | | | | | | | | | | | | | |
| 4 | Copy of PAN No | | | | | | | | | | | | | | | | |
| 5 | Copy of GST Number | | | | | | | | | | | | | | | | |
| 6 | Copy of License to carry on the business of a Dealer in seeds (Form B Clause No.5 of Seed Control Order,1983. | | | | | | | | | | | | | | | | |
| 7 | The bidder shall produce the source certificate of the seeds for undertaking seed production for supply of TL seed. | | | | | | | | | | | | | | | | |
| 8 | <p>Duly self attested copies of documents towards production programme organized</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Crop</th> <th style="width: 10%;">Variety</th> <th style="width: 10%;">Class(TL)</th> <th style="width: 10%;">Year of production</th> <th style="width: 10%;">Area under production programme in ha.</th> <th style="width: 10%;">Qty produced in qtls</th> <th style="width: 10%;">Location of stocks</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | Crop | Variety | Class(TL) | Year of production | Area under production programme in ha. | Qty produced in qtls | Location of stocks | | | | | | | | Attach additional sheet if required | |
| Crop | Variety | Class(TL) | Year of production | Area under production programme in ha. | Qty produced in qtls | Location of stocks | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| 9 | In case of GOI PSUs participating in the tender process through their Authorized Agency they shall submit document duly signed by ;both for supply of TL seeds indicating therein the availability of stock and location of stock for supply. In case of more nos of producer associated with the GOI PSUs detailed list of each producer with quantity will be required as specified at point-8. | | | | | | | | | | | | | | | | |
| 10 | An undertaking (self-certificate) that the bidder hasn't been blacklisted by a Central/ State Government Institution and that there has been no litigation with any Government Department on account of similar services must be submitted | | | | | | | | | | | | | | | | |
| 11 | Audited Annual accounts for the last two financial years ending on 31.03.2022 duly signed by Chartered Accountant. . | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Year</th> <th style="width: 30%;">Turnover (in Rs) Crore</th> <th style="width: 40%;"></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2020-21</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2021-22</td> <td></td> <td></td> </tr> </tbody> </table> | Year | Turnover (in Rs) Crore | | 2020-21 | | | 2021-22 | | | | | | | | |
| Year | Turnover (in Rs) Crore | | | | | | | | | | | | | | | | |
| 2020-21 | | | | | | | | | | | | | | | | | |
| 2021-22 | | | | | | | | | | | | | | | | | |

2. REQUIREMENT OF TL TURMERIC RHIZOME OF THE CORPORATION FOR THE KHARIF-2023 UNDER STATE PLAN SCHEME ‘DEVELOPMENT OF POTATO,VEGETABLE AND SPICES’

TURMERIC RHIZOME FOR KHARIF-2023

TABLE-I

| SI. No. | Crop | Total requirement (in MT) | Class | Variety |
|---------|------------------|---------------------------|-------|--|
| 1 | 2 | 3 | 4 | 5 |
| 1 | TURMERIC RHIZOME | 13900 | TL | Roma, Surama, Pragati, Lackdong, Rajendra Sonia, Narendra, Ranga, Rasmi etc. |

3. OBJECTIVE AND SCOPE OF WORK

- I. Scope of work includes an indicative list of works which the selected seed supplying agency would be subjected to for Kharif-2023 for supply of TL Turmeric Rhizome to the various DDH/ADH ranges as per the supply order issued by the Corporation.
- II. The quality of Turmeric Rhizome provided by the seed supplying agency should be as per the Seed Act 1966.
- III. The variety of Turmeric Rhizome must be distinct identical genetic, uniform and stable and most suitable for cultivation in all districts of Odisha.
- IV. Seeds must be disease and virus free by being maintained the aseptic condition in the production field.
- V. Seeds must be genetically pure, sound in morphological and physical characters.
- VI. The seed supplying agency would be required to provide offered variety of seeds as required by the state as incorporated in the tender schedule.
- VII. The seed supplying agency would be required to provide quality Turmeric Rhizome throughout Odisha as per the direction of the department.

4. QUANTITY OFFERED BY THE BIDDER

TABLE-II

| Sl | Crop | Variety | Class | Qty Offered by Bidder in MT | Source | Location of the Stock including Address details | Papers in support of Source of Turmeric Rhizome production | Page reference No. |
|----|------------------|-----------------|-------|-----------------------------|--------|---|--|--------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 1 | Turmeric Rhizome | Roma | TL | | | | | |
| | | Surama | TL | | | | | |
| | | Pragati | TL | | | | | |
| | | Lackdong | TL | | | | | |
| | | Rajendra Sonia, | TL | | | | | |
| | | Narendra, | TL | | | | | |
| | | Ranga, | TL | | | | | |
| | | Rasmi | TL | | | | | |
| | | | | | | | | |

NB:- Tender are required to submit the filled up form at Colum 1 to 9 and after due signature with seal and upload the same along-with other documents as required for uploading technical bid of this tender, failing which the tender will be treated as an incomplete one and will not be considered for further evaluate on.

5. SUCCESSFUL EXECUTION OF SUPPLY ORDER BY THE AGENCY DURING THE LAST 2(TWO) YEAR AS SOUGHT AT CLAUSE 6 (c)

TABLE-III

| Sl. No | Name of the organization | Order No. & Date | Crop | Variety | Ordered Qty. in qtls. | Actual Qty. supplied in qtls. | Quality complaints if any in qtls. |
|--------|--------------------------|------------------|------|---------|-----------------------|-------------------------------|------------------------------------|
| | | | | | | | |
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NB

- i) The order shall be placed to the L1 bidder(s) on getting indent from the Director of Horticulture Bhubaneswar.
- ii) The bidder shall start the supply within 7 days from the date of issue of supply order in order to complete the supply within the cut-off date.
- iii) The offer price shall not be revised and that the same shall be treated as final price till completion of the season.
- iv) Seeds should confirm to MSCS Standards and as per Seed Act -1966 and Seed (Control) Order 1983.
- v) Quantity of Turmeric Rhizome to be supplied may be increased or decreased as per requirement.
- vi) The offer price per Kg. only must be quoted for FOR BLOCK destination as per supply order in BOQ inclusive of all taxes.
- vii) OSSC may increase/decrease the final requirement of Certified Turmeric advertised in the tender. The increase/decrease may not exceed 25% of the quantity.

6. ENCLOSURE TO BE SUBMITTED ALONG WITH THE TENDER IN THE TECHINCAL BID.

- a. The cost of tender paper is to be deposited in the Bank Account through e-Transfer Mode Only as applicable. The scan copy of the deposit slip shall be uploaded.
- b. The cost of EMD is to be deposited in the Bank Account through e-Transfer Mode Only as applicable. The scan copy of the deposit slip shall be uploaded. **I**

In case of MSME Registered Firms the Certificate to be enclosed for exemption of EMD.

- c. Copy of earlier supply orders from any Central Govt./ State Government/ NSC/ OSSC/ other State Seeds Corporations or any other Govt. Agencies for at least two years in the following format in a separate sheet.(Table-III)
- d. Copy of PAN No:
- e. Copy of GST Number:
- f. Copy of License to carry on the business of a Dealer in seeds (Form B Clause No.5 of Seed Control Order, 1983.
- g. The bidder shall produce the source certificate of the seeds for undertaking seed production for supply of TL seed.
- h. Duly self attested copies of documents towards production programme organized

| Crop | Variety | Class(TL) | Year of production | Area under production programme in ha. | Qnty produced in qtls | Location of stocks |
|------|---------|-----------|--------------------|--|-----------------------|--------------------|
|------|---------|-----------|--------------------|--|-----------------------|--------------------|

(Attach additional sheet if required)

- i. In case of GOI PSUs participating in the tender process through their Authorized Agency they shall submit document duly signed by ;both for supply of TL seeds indicating therein the availability of stock and location of stock for supply. In case of more nos of producer associated with the GOI PSUs detailed list of each producer with quantity will be required as specified at point-8.
- ii. An undertaking (self-certificate) that the bidder hasn't been blacklisted by a Central/ State Government Institution and that there has been no litigation with any Government Department on account of similar services must be submitted.
- iii. Audited Annual accounts for the last two financial years ending on dt. 31.03.2022 duly signed by Chartered Accountant.

N.B. : The tenderer must fill the checklist provided in the tender schedule.

7. PROCEDURE FOR SUBMISSION OF TENDER:-

- a. Tenders are invited under double cover systems i.e. **“Technical Bid” and Financial Bid (BOQ)** through online mode only.
- b. The bidders are requested to submit the documents as mentioned in Clause no.6 of the Tender Schedule for qualifying in the Technical Bid.

c. TENDER DOCUMENT FEE AND EMD DETAILS:

| | | |
|----------------------------|---------------------------|---|
| Tender document fee | Rs. 11,200.00 | Rupees Eleven thousands two hundred only |
| EMD | Rs. 1,42,00,000.00 | Rupees one crore forty two lakhs only |

d. Bank account details for deposit of tender document fee and EMD.

| | |
|--|--|
| <i>Name of the Account Holder</i> | <i>Odisha State Seedss Corporation Ltd</i> |
| <i>Account No/ Type</i> | <i>4916-2140-0000-3/ Current</i> |
| <i>Bank/ Branch/ IFSC Code</i> | <i>CANARA BANK/ SAMANTARAPUR/ CNRB0004916</i> |

e.

- a. The tenderer shall deposit 5% of the value of Turmeric Rhizome in the Bank Account as mentioned above as security deposit before execution of the Agreement.
- b. In case of MSME (Micro/Small and Medium Enterprises) shall be exempted from payment of Earnest Money and shall deposit 25% of the prescribed security money within 7 days on receipt of the acceptance order through Bank transfer in favour of MD OSSC Ltd as security money. If the above tenderer fails to deposit the security amount within the stipulated time, they will be debarred from participating in OSSC tender process. The security deposit shall not carry any interest and the same will be returned after completion of the transaction.
- c. In case of Govt. Agency, the EMD as well as security deposit will be exempted.
- f. In case the successful tender(s) fails to supply the Turmeric Rhizome in time i.e. within cutoff date mentioned in the supply order, the Corporation reserves the right to forfeit the Security Money as well as debar the firm to participate in tender process in future.
- g. Conditional tenders other than the conditions mentioned in the tender document will be liable for rejection.

CRITICAL DATES:-

| | |
|--|---|
| Availability of Bid Document in Portal | 15 hours on 21.04.2023 to 17 hours of 01.05.2023 |
| Last date of receipt of tender in portal | 17 hours of 01.05.2023 |
| Date and time of opening of Bid | 11 hours of 02.05.2023 |

8. TERM AND CONDITION OF SUPPLY:-

Specification for Turmeric Rhizome:

1. Supply of TL Turmeric Rhizome for Kharif-2023 will be made from registered Turmeric Rhizome Producers and in case of Govt. of India PSU, their authorized Agencies.
2. The requirement of Turmeric Rhizome for the aforesaid programme will be 13900 MT under area expansion programme for Kharif-2023.

3. The TL seeds material of Turmeric Rhizome shall be supplied within 1st. Week of May, 2023 as per the indent placed by the concerned DDHs/ADHs.
4. The offered price should include all expenses up to Block points.
5. Quality & Purity of Turmeric Rhizome is the sole responsibility of the supplier.
6. The Certified Turmeric Rhizome shall meet the following quality standards as per Indian Minimum Seed Standards-
 - a. Appearance- healthy and plumpy, Uniformity (Minimum)-85%, Dry Rot (Maximum)-5%, Scales (Maximum)-5%, Mealy Box (Maximum)-5%.
 - b. In a Seed lot, Rhizomes not confirming to specific characteristics of a variety shall not exceed 1% (by No.-Maximum) for certified seed class.
 - c. The seed materials shall be reasonably clean, healthy and firm. Cut, bruised or those damaged by insects shall not exceed more than 1% (by weight)
7. The cost of verification including logistics and conveyance of expert team at all levels and cost of quality testing will be borne by the supplying agency.
8. Supplier should be a registered grower and seed certification must be by any authentic certification Agency and certified tag must be attached with the packaging.
9. Varieties like Roma, Surama, Pragati, Lackdong, Rajendra Sonia, Narendra, Ranga, Rasmi etc. suitable for cultivation in Odisha shall be procured.
10. Any dispute as regards seed quality in the field will be verified by scientists from OUAT/ KVK/ CTCRI/ CHES & Dept. officials or team as will be constituted by Director of Horticulture, Odisha.
11. The Turmeric Rhizome will be verified by the expert team constituted by the Director of Horticulture prior to seed supply at the storage points.
12. The Turmeric Rhizome will also be verified by the expert committee constituted by the concerned DDH/ADH after arrival/ before delivery to the farmers.
13. The Challan shall be raised in favour of concerned DDH/ADH with Bank details for remittance of the cost of the Turmeric Rhizome.
14. The Bill is to be raised in favour of OSSC Ltd by the supplying agency enclosing therein the original copies of acknowledged Challans for payment of seed cost by the corporation.
 - a. The evaluation of BOQ shall be examined by the tender evaluation committee of the Corporation for arriving at L₁ per Kg. for Turmeric Rhizome. In case of equality of rates; the Firm achieved highest turnover shall be considered.
 - b. The guarantee of physical, genetic purity and germination shall be given by the producer in the lot wise laboratory report containing the information. In case of any complaint, the party will be responsible for losses to be farmers and will compensate the affected farmers within one month from the date of communication on the recommendation of the enquiry

committee consisting of representatives of DH (O), OUAT, KVK Scientist, OSSOPCA, OSSC and the Producer.

- c. The cost of each Kg. of TL Turmeric Rhizome include cost of Turmeric Rhizome, packaging, handling, transportation charges etc.
- d. The indented of Turmeric Rhizome are to be supplied within 7 days of issue of supply order.
- e. Rate shall be quoted for Turmeric Rhizome in Rupees FOR, BLOCK POINTs as per supply order. The rate shall be all-inclusive and no other claim on Taxes etc., if any leviable, shall be entertained.
- f. A technical team may visit the source before dispatch of the Turmeric Rhizome. All logistic cost for the team will be borne by the bidder. In case there will not be any source verification due to any other reason, then verification must be done by a team consisting of DDH/ ADH/ AHO/ KVK scientist before supply of Turmeric Rhizome to the farmers at BLOCK point.
- g. The supplier should not have been blacklisted by Govt. and other Institutions.
- h. Financial Bids (BOQ) will be opened for those whose Technical Bids will be in order and will also be opened on the respective dates. The rate shall be valid at least for 120 days for the season. Delivery of the quantities offered by the tenderer and agreed by OSSC should be as per the supply schedule of OSSC Ltd.
- i. The OSSC/ Director of Horticulture/ Indenting Agency shall have the liberty to verify the source of the supplying agency by deputing personnel to the respective places from where the Turmeric Rhizome are to be dispatched and the logistic support for the officials of OSSC/ Director of Horticulture/ Indenting Agency will be borne by the supplying agency.
- j. The successful tenderer will be responsible for supply of TL Turmeric Rhizome of varieties mentioned in the tender form and quantities thereof as agreed and will make available of the Turmeric Rhizome of those varieties as shall be mentioned in supply order.
- k. The tenderer shall not change the committed quantities and varieties of Turmeric Rhizome without the consent of OSSC. The tentative requirement of Turmeric Rhizome is subject to change keeping in view the requirement of State and time period of supply.
- l. Even if the Turmeric Rhizome meet the certification standards, OSSC/ Director of Horticulture/ Indenting Agency 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/ Director of Horticulture/ Indenting Agency or on grounds of poor quality. The seeds not accepted by OSSC/ Director of Horticulture/ Indenting Agency shall have to be taken back by the Agency at his own cost and arrangement within 15 days from the date of communication. Further, in case of rejection of any lot, the supplier shall replace the same within 7 days of communication. The Corporation will not be liable for the rejected stocks after communicating the same to the supplier.

- m. The Turmeric Rhizome shall be packed as per requirement of the Director of Horticulture at the supplier's premises at his cost and expenses. The OSSC/ Director of Horticulture/ Indenting Agency shall have the right to inspect the operations from time to time. The OSSC/ Director of Horticulture/ Indenting Agency 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 dispatched and the logistic support for the officials of OSSC/ Director of Horticulture/ Indenting Agency will be borne by the supplying agency.
- n. **OSSC Ltd reserves the right to Award the Contract to more than one tenderer in case full tendered quantity is not tied up with L-1 party, for the quantity to be splitted among the tenderers matching the L-1 rates with preference to be given in sequence of L-1, L-2, L-3 and so on until whole quantity is tied up.**
- o. OSSC Ltd shall have the right to purchase the material in full or part thereof, at the risk and cost of the SELLER in case SELLER fails to supply the allocated or indented quantity within the specified time.
- p. OSSC Ltd shall have the sole and unfettered discretion to decrease/increase the purchase from the SELLER depending upon market condition and climatic conditions within the validity of the contract.
- q. The seed stock should confirm to the quality specifications prescribed in the Minimum Seed Certification Standard-1988 as amended from time to time and shall possess good physical appearance and luster to OSSC Ltd satisfaction.
- r. The SELLER shall be full responsible for any quality deviation observed by Government/ Enforcement Agency/ OSSC Ltd and shall be liable for damages/ legal prosecution arising out of quality lapses vide provisions under prevailing laws such Seed Act/ Seed (Control) Order and Weight and Measurement act etc.

9. 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 10% on the 2 nd Party for the unsupplied quantity. |

- b. In no case revalidated stock will be received by the farmers. In the event of such stock is transported to the receiving point of BLOCK by the supplier and it happens so that it is being rejected by personnel of DDH/ADH, 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 BLOCK.
- c. In case the participating supplier fails to supply the agreed quantity of Turmeric Rhizome 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 Turmeric Rhizome, 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.
- f. In case the supplier fails to supply the seeds to the destination point or did not adhere to the time schedule the Corporation shall debar the firm from future participation in the tender process for a minimum period of 5 years in addition to suing the firm under section 73 of the Contract Act for breach of term and conditions of the Agreement.

10. SUBMISSION OF DOCUMENT AFTER SUPPLY OF TURMERIC RHIZOME AND PAYMENT THERE OF :-

- a. The supplying agency (second party) will mention the lot wise nos. of Turmeric Rhizome supplied in the delivery Challan and Bills. The Challan No., Date and Truck No. should invariably be indicated in the Bills/ Invoices, when raised by the supplying agency. **The acknowledged stock receipt challan along with bill shall be submitted by the supplying agency for release of payment at Head Office. Further the signature along with office seal of the DDH/ADH/Authorized Personnel must be visible on the receipted challan and bill copies.**
- 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 Core Banking/ RTGS within one month after receipt of Original stock entered bills along with receipted challan copies by the supplying agency.
- c. Balance 20% 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 DDH/ADH to whom the Turmeric Rhizome were supplied. The Corporation reserves the right to withhold the payment to the supplier in case the same is not released by Director of Horticulture.
- 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 Seed Inspector or other lots till finalization of field complain(s).

The Managing Director shall send a team of officials constituted by the Director of Horticulture 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 Turmeric Rhizome at DDH/ADH/ BLOCK 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 drawl of joint sample at different DDH/ADH/ BLOCK destination 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 Turmeric Rhizome should be FOR BLOCK 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 **supply 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.

11. OTHER TERMS AND CONDITIONS:-

- a. OSSC shall not be responsible for fluctuation of the market rate of the ordered Turmeric Rhizome. The tenderer shall be required to supply the Turmeric Rhizome at the agreed rate only. The supply order can be terminated at any time due to non-performance of any of the terms and conditions of the supply order to the satisfaction of the Corporation.
- b. 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.
- c. The tenderer shall be responsible for GST and Income tax liabilities, if any. OSSC will not carry any tax liability related with the transaction.
- d. 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.
- e. The AHO of the concerned block may draw the samples of seed lots. In case the seed lots failed in sampling drawn up by the Seed Inspector 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.
- f. 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.

- g. 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.
- h. The tenderer has no right to claim supply order on the basis of lowest rate offered by them.
- i. The expert committee constituted by the Director of Horticulture/ Managing Director, OSSC Ltd reserves the right to inspect the stock point prior to the delivery to the destinations as per the supply order.

In case the quality of the produce does not fulfill the norms as per the report of the expert committee, the supplier shall not supply the same and arrange from some other certified source fulfilling the norms as per the certification paper submitted in the tender.

11. DISPUTE RESOLUTION

All disputes shall be resolved through mutual consent. The court of law situated at Bhubaneswar only will have the jurisdiction in matters related this tender or dispute during the performance of the contract.