

भारतीय राष्ट्रीय उपभोक्ता
सहकारी संघ मर्यादित



N.C.C.F. OF (I) LTD.
Plot No- GA-123
ATM Square, Niladri Vihar
C.S. Pur., Bhubaneswar- 751021
NATIONAL CO-OPERATIVE
CONSUMERS' FEDERATION OF INDIA LTD.

शाखा कार्यालय : प्लॉट नं. M-43, सामंत विहार, नालको स्कोयार, पो. मंचेश्वर रेलवे कालोनी, भुवनेश्वर - 751 017
Branch Office : Plot No. - M-43, Samanta Vihar, NALCO Square, PO-Mancheswar Railway Colony, Bhubaneswar 751017
दुरभाष / Phone No. : 0674-2302257, फैक्स / Fax : 0674-2302256, 2720256
ई मेल / E-mail-nccfbbsr@gmail.com, nccfbbsr@dataone.in, Website - "nccf-india.com"

NCCF/BBSR/ADMN/2022-23 |

Date: 10/08/2022

NOTICE INVITING TENDER

National Co-operative Consumers' Federation of India Ltd., Bhubaneswar Branch intends to participate in e-tender invited by Odisha State Seeds Corporation Ltd. for supply of Seeds for RABI season 2022-23.

Hence, interested, enlisted, sound and registered suppliers of NCCF may submit their bid in Sealed Envelope by 24-08-2022 by 10.00 A.M. to NCCF, Bhubaneswar Branch and same will be opened on same day at 11.00 A.M., for further queries feel free to contact the Bhubaneswar Branch.

Eligibility criteria/ terms and conditions:-

1. Terms and conditions would remain same as mentioned in the tender of Odisha State Seeds Corporation Ltd.
2. Selection of bidder will be made on the basis of maximum margin offered for NCCF and lowest rate quoted.
3. Rate of the items should be submitted as per format enclosed in tender schedule.
4. 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 Ltd.
5. NCCF, Bhubaneswar will be at liberty to distribute the quantity of material (40 percent Maximum) to be supplied among all the technical eligible bidders(bidders who qualify the eligible criteria and have deposited requisite earnest money along with the bids) at the lowest accepted rates by the bidders other than L1, after acceptance of NCCF's offer by the Tendering organisation."
6. NCCF, Bhubaneswar will not accept any conditions mentioned by suppliers in their bid.

NCCF, Bhubaneswar Branch reserves the right to accept or reject any offer at any stage without assigning any reason thereof.

(Alok Panigrahi)
Branch Manager

Branch Manager
N.C.C.F. of India Ltd
Bhubaneswar

Encl: Copy of tender document.

**E-Tender Schedule
for
Purchase of Seeds For Rabi 2022-23**



ODISHA STATE SEEDS CORPORATION LTD
(A GOVERNMENT UNDERTAKING)
SANTARAPUR, BHUBANESWAR- 751002.
Tel-MD 0674- 2340573, E [Mail- mdosscltd456@gmail.com](mailto:mdosscltd456@gmail.com)



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

PURCHASE OF SEEDS FOR RABI 2022-23
INVITATION FOR BIDS No-OSSC/MKTG- 24/2022 Dt.01.08.2022

Managing Director, Odisha State Seeds Corporation Ltd. invites limited tender from different Seed Producers including Govt. Agencies having valid seed license /certificate for purchase of seeds for Rabi 2022-23 on Item Wise Rate Contract basis in Double Cover System through **ONLINE MODE ONLY** for the works below.

| | | |
|---|--|---|
| 1 | Name of work | Purchase of seeds for Rabi 2022-23 |
| 2 | No. of work | 01 no. |
| 3 | Availability of Bid Document in Portal | 15.00 hours on dt. 05.08.2022 to 17.30 hours on dt. 25.08.2022 |
| 4 | Last date of receipt of tender in portal | 17.30 hours on dt. 25.08.2022 |
| 5 | Date and time of opening of Bid | 10.30 hours on dt. 26.08.2022 |

Further the details can be seen from the website <https://tendersodisha.gov.in>. Any addendum/corrigendum/cancellation can also be seen in the said website. OSSC Ltd reserves the right to accept or reject the tender without assigning any reason thereof.

Sd/-
Managing Director
OSSC Ltd, BBSR.

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: | |

2. (A) TENTATIVE QUANTITY OF SEED TO BE SUPPLIED FOR RABI-2022-23.

| SI. No. | Crop | Variety | Classes | Tentative Quantity required (in qtls.) | Packing size | Quantity offered (in qtl.) | Treatment chemical used/ Kept in seed pack | | Name of the Certification Agency | Location of Stock | Season of Produce |
|---------|--------------------|--|---------|--|--------------|----------------------------|--|---------------|----------------------------------|-------------------|-------------------|
| | | | | | | | Name | Qty. per pack | | | |
| 1 | Wheat | DBW-187/HD-2967/PBW-343 | C | 500.00 | | | | | | | |
| 2 | Maize | BIO-9544/ DMRH-1301/1308/DHM-121/117 | C | 250.00 | | | | | | | |
| 3 | Ragi | VL-376/ VL-379/VL-380/VL-352 | C | 100.00 | | | | | | | |
| 4 | Green Gram | Virat/Sikha/MH-1142/Soorya | C | 10000.00 | | | | | | | |
| 5 | Black Gram | Indira Urd-1/ Ballav Urd-1/Pratap Urd-1/PU-10/ IPU-11-02/IPU-10-26 | C | 8000.00 | | | | | | | |
| 6 | Gram | NBeG-47/49/JG-24/36 | C | 1500.00 | | | | | | | |
| 7 | Fieldpea | IPF-4-9/IPFD-10-12/IPFD-12-2 | C | 1000.00 | | | | | | | |
| 8 | Groundnut | ICGV -00350/Dharani/Kadri-6/Kadri Lepakashi/ CO-7,GJG-32 | C | 20000.00 | | | | | | | |
| 9 | Sesamum | Suprava/GT-4/GT-6/GJT-5 | C | 500.00 | | | | | | | |
| 10 | Mustard | Giriraj/ Pusa Mustard-30/ Tapeswari/PT-508 | C | 1000.00 | | | | | | | |
| 11 | Sunflower | KBSH-78/LSFH-171/IFS-764/PBNS-86/NARI-96 | C | 500.00 | | | | | | | |
| 12 | Sweetcorn | HYBRIX-39/53/Shalini | C | 10.00 | | | | | | | |
| 13 | Sweetcorn | HYBRIX-39/53/Shalini | TL | 10.00 | | | | | | | |
| 14 | Horsegram (Kulthi) | CG-Kulthi-2/3/Cridaharsha/Srabari Kulthi/Bilash | C | 300.00 | | | | | | | |
| 15 | Lentil | PL-9, PL-526, IPL-220 | C | 500.00 | | | | | | | |
| 16 | Green Gram | Virat/Sikha | F | 1000.00 | | | | | | | |
| 17 | Black Gram | PU-10/Indra Urd-1/Pratap Urd-1 | F | 500.00 | | | | | | | |

- NB:- 1. Tender are required to submit the above information with due signature & seal and upload the same along-with other documents as required in the technical bid failing which the tender will be treated as an incomplete one and will not be considered for further evaluation.
2. The Agencies Registered with Seed Certification Agency are only allowed to participate in the tender process.

2.(B) Crop and variety wise quantity offered in qtls in relation to Table 2 (A).

| SI.No. | Crop | Variety | Class | Qty. offered in qtls. | Name of certification Agency |
|--------|------|---------|-------|-----------------------|------------------------------|
| 1 | | | | | |
| 2 | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

The Tenderers are requested to submit the information in a separate sheet if required based on their offer.

- NB i) The order shall be placed to the qualified firm as per approval of source by the Agriculture and Farmers Empowerment Deptt., Govt. of Odisha.**
- ii) The exact quantity shall be intimated to the organization on confirmation from the Govt. prior to issue of supply order.**
 - iii) The Agency 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.**
 - iv) The offer price shall not be revised and that the same shall be treated as final price till completion of the season.**
 - v) Seeds should confirm to MSCS Standards and as per Seed Act 1966 and Seed (Control) Order 1983.**
 - vi) OSSC may increase/decrease the final requirement from the quantity advertised in the tender. The increase/decrease may not exceed 25% of the quantity. The above figures are indicative against each variety and the total up take may increase/ decrease depending upon requirement.**

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

| SI. | Particulars | Documents page ref. |
|-----|--|---------------------|
| a | Deposit slip towards cost of Tender Paper (Amount to be transferred online, Details given below) | |
| b | Deposit slip towards EMD (Amount to be transferred online, Details given below) | |
| c | The party should be duly registered with State Seed Certification Agency (SSCA) for seed Production. The Photocopy of proof of Certification Agency regarding the certified seeds shall be attached. | |
| d | 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. | |
| e | Photocopy of PAN No. | |
| f | Photo copy of GST Number. | |
| g | Photocopy of License to carry on the business of a Dealer in seeds (from NB Clause no.v). | |
| h | Duly filled in and signed table as mentioned at serial no. 2 (A) & (B) | |
| i | Signature of the tenderer in each page of the tender schedule as token of acceptance of the terms and conditions. | |
| j | The party should have its own seed processing plant (supporting documents to be enclosed). | |
| k | The party should be duly registered with State Seed Certification Agency (SSCA) for seed Production (supporting documents to be enclosed). | |
| | The Party should not have been black-listed/debarred from participation in tendering by any of Central/ State Seed Corporation/Agency engaged in Seed Production and distribution in the Country, during last 3 years (Undertaking to be furnished). | |
| | The party should have its own seed processing plant. | |

Additional Sheet for Format for submission of information as sought at Clause 3 (d)

| Sl. No. | Name of the organization | Order No. & Date | Crop | Variety | Ordered Qty. in qtls. | Actual Qty. supplied in qtls. | No. of Consumer cases filed on quality issues |
|---------|--------------------------|------------------|------|---------|-----------------------|-------------------------------|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

4. PROCEDURE FOR SUBMISSION OF TENDER:-

- A. Tenders are invited under double cover systems i.e. “**Technical Bid**” and “**BOQ**”.
- B. The bidders are requested to submit the documents as mentioned in Clause no.3 of the Tender Schedule for qualifying in the Technical Bid.
- C. Only National Seeds Corporations/ Govt. of India Undertaking deals in seed production and supply/ State Seeds Corporations/ Research Institutes of ICAR/ State Agriculture University/ Institutes are exempted from submission of EMD & Security Deposit.
For others, the EMD as calculated at point no. 9 (b) shall have to be paid separately depending on the crop the tenderer is participating.
- D. The tenderer can apply for one item or all items and the tenderer will have to quote the rate crop wise in the BOQ.
- E. In case the successful tender(s) fails to supply the seeds in time i.e. within cutoff date as mentioned in the supply order, the Corporation reserves the right to debar the firm to participate in tender process in future.
- F. Conditional tenders other than the conditions mentioned in the tender document will be liable for rejection.

CRITICAL DATES

| | |
|---|---|
| Availability of Bid Document in Portal | 15.00 hours on dt. 05.08.2022 to 17.30 hours on dt. 25.08.2022 |
| Last date of receipt of tender in portal | 17.30 hours on dt.25.08.2022 |
| Date and time of opening of Bid | 10.30 hours on dt.26.08.2022 |

5. TERM AND CONDITION OF SUPPLY:-

- A. The tenderer should be a registered seed producer and shall present their financial offer in the BoQ.
- B. Rate shall be quoted in Rupees per qtl. FOR Block destination (Block point/OSSC Godown) as per supply order 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. 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 quantity offered by the tenderer and agreed by OSSC should be as per the supply schedule of OSSC Ltd.
- D. The seeds shall be processed, packed with leaflet and labeled as per OSSC’s and SCA’s requirement at the supplier’s premises at his cost and expenses. The 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 dispatched and the logistic support for the officials of OSSC will be borne by the supplying agency.

- E. 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.
- F. The successful tenderer will be responsible for supply of Certified/TL seed kits 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 should have minimum 120 days validity period from the date of supply.
- G. The tenderer shall not change the committed quantities and varieties of seeds 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.
- H. That no supplies would be made after agreed cut-off dates mentioned in the supply order without obtaining prior written approval of OSSC.
- I. 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. The seeds not accepted by OSSC shall have to be taken back by the Agency at his own cost and arrangement within 15 days from the date of communication.
- J. 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 along with the Bills positively.
- K. 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.
- L. 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 etc until whole quantity is tied up.
- M. 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.
- N. 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.
- O. The SELLER shall make available to OSSC Ltd a copy of Release Order/ Certificate issued by State Seed Certification Agency (SCA) for each lot before delivery to OSSC Ltd. 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.

- P. The SELLER shall be fully 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 as seed act/Seed control order and Weight and Measurement act etc.

6. **PENALTY:-**

- a. Tenderers are required to supply total quantity allocated by OSSC in each purchase order within period stipulated.

However, it may be clearly understood that after expiry of validity of the contract no supply will be permitted to the supplier even if the total allocated quantity is not supplied by the supplier for any reason.

The supplier will not have any claim whatsoever in this regard after expiry of the contract.

Timely delivery shall be considered as the essence of the purchase order. The actual date of receipt of the supply at the consigner, term of the purchase order are on FOR basis. The supply has to be made based on confirmed order.

A period of 7 days will be allowed for completion of supply against the purchase order which will commence from the date of issue of respective supply order.

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 2 nd party and that the differential amount of seed cost will be deducted from the claim of the 2 nd party and further |
| ii. | Impose a penalty up to 5% on the 2 nd Party for the unsupplied quantity. |

- b. 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.
- c. 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.

7. **Force Majeure:**

Neither party shall be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract where such failure is caused due to war rebellion, mutiny, civil commotion, fire, riot, earthquake, drought, floods, crop failure or act of God or due to any restraint or regulation of the state or Central Govt. or a local authority/authorities.

The Party so affected shall give a notice of such occurrence to the other party in writing within 10 days from the date of occurrence the force majeure condition, furnishing there with documentary evidence supporting the invoking of the force majeure.

On cessation of the force majeure, the party invoking force majeure shall inform the other party of the period for which force majeure condition continued and shall also

give documentary evidence thereof to this effect. Should one or both the parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of 3 months, both the parties shall meet and decide about the future course of action for implementation of the contract.

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., Date and Truck No. should invariably be indicated in the Bills/ Invoices, when raised by the supplying agency. The lot-wise Release Orders/ Source Certificates, from the concerned Seed Certification Agency, certifying the seeds are to be furnished. **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 with office seal of the BAOs/AAOs/AOs/VAWs/Authorized Personnel/OSSC 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 **70%** payment within 30 days from date of receipt of material along with invoices subject to satisfactory test reports and fulfilling other requirements.
- c. Balance 30% cost of seeds will be released within 120 days from the date of consignment reached and acknowledgement made thereof subject to no field complain received either from the Zonal Manager OSSC Ltd or the CDAOs of the Range.

9. TENDER PAPER COST & EMD:

- a. The tenderer (SELLER) have to deposit the tender paper cost Rs.11200/- (Rupees eleven thousand two hundred) only (inclusive of GST) through online transfer to OSSC Account
- b. The EMD amount have to deposit only by transfer credit in OSSC Account

Tenderer intending to participate in the tender have to deposit the cumulative amount of EMD for those crops for which he/she is participating.

Details of bank Account to which the EMD and cost of tender paper to be transferred is as follows

| | |
|-----------------------------------|---|
| <i>Name of the Account Holder</i> | <i>Odisha State Seeds 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> |

Details of EMD as follows

| SI. | Crop | EMD amount (in Rs.) | EMD amount deposited (in Rs.) |
|------------|--------------------|----------------------------|---------------------------------------|
| 1 | Wheat | 20000.00 | |
| 2 | Maize | 75000.00 | |
| 3 | Ragi | 8000.00 | |
| 4 | Green Gram | 2200000.00 | |
| 5 | Black Gram | 1700000.00 | |
| 6 | Bengal Gram | 240000.00 | |
| 7 | Fieldpea | 140000.00 | |
| 8 | Lentil | 70000.00 | |
| 9 | Horse Gram | 42000.00 | |
| 10 | Groundnut | 3600000.00 | |
| 11 | Sesamum | 140000.00 | |
| 12 | Mustard | 160000.00 | |
| 13 | Sunflower | 300000.00 | |
| 14 | Sweet Corn | 40000.00 | |

10. SECURITY DEPOSIT :

- a. Security Deposit for faithful performance of contract. However Security deposit will be exempted for Govt Agencies as mentioned at sl 4C

The successful tenderer (SELLER) would be required to make security deposit at 5% value of contract. EMD of the successful tenderer can be adjusted in the security amount on request.

The successful tenderer (s) L-1 shall execute an agreement with MD OSSC Ltd for supply of seeds in non judicial stamp paper worth of Rs.100/- within 7 days from date of the issue of communication of letter of acceptance.

However the successful tenderer (s) L-1 shall deposit 5% of the value of the supply order within 3 days on receipt of the order through Core Banking in favour of Managing Director OSSC Ltd as security deposit. If the tenderer (s) fails to deposit the 5% bid amount (security amount) within the stipulated time or fails to execute the supply order, the EMD/SD deposited shall be forfeited without any further communication. The security deposit shall not carry any interest.

- b. In case the successful tenderer(s) fails to supply the seeds in time i.e. within the cutoff date as per the supply order the Corporation Reserves the Right to forfeit the security amount.

- c. The security amount deposited by the bidders shall be returned to the bidders after completion of the transaction.
- d. The Security Deposit submitted by the SELLER shall be valid for the contract period as finalized with the BUYER with a claim period of six (06) months from the date of the expiry of validity of the contract.

If the SELLER fails to perform the contract within its terms and conditions or Commits breach or deviates from any of the terms of the contract the BUYER shall have the right to forfeit Security Deposit.

The security deposit shall be released by the BUYER to the SELLER on successful completion of the contract and settlement of dues whether payable or recoverable. In the event some amount is due from SELLER and the same is not paid by SELLER for any reason, the amount shall be recovered from security deposits as indicated above.

11. **Quality:**

- a. 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 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.

- b. 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 Zones of OSSC Ltd 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.

- c. Supply rate of seeds 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 quantities of Seeds.
- B. The tenderer shall be required to supply the seeds at the agreed rate only. The supply order can be terminated at any time due to non-performance of any of the terms & Conditions of the supply order 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. All disputes shall be resolved through mutual consent. The court of law situated at Bhubaneswar only will have the only jurisdiction in matters related this tender or dispute during the performance of the contract.
- E. The tenderer shall be responsible for GST and Income tax liabilities, if any. OSSC will not carry any tax liability related with the transaction.
- F. 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.
- G. 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 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 utilized.
- H. 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.
- I. 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.
- J. The tenderer has no right to claim supply order on the basis of lowest rate offered by them.

12. STATUTORY CLEARANCE :

The SELLER shall arrange all applicable clearances from the concerned statutory authorities in relation to the supply of seed under the contract.

13. WEIGHMENT/ BILLING:

The seller shall be fully responsible for shortage/s observed upon receipt of material in the intact bags, if any. The buyer shall be within its rights to reject such consignments

not conforming to weight specifications as laid down in SEED ACT or may decide to get the consignment standardized at the cost and expense of seller. The SELLER shall, however, have the right to depute their authorized representative to supervise the receipt of bags at destination. Bills shall be prepared based on the net numbers of bags/ net weight of goods in trucks so received.

14. TERMINATION OF CONTRACT:

The contract is liable to be terminated if the SELLER:

- i) Becomes bankrupt or insolvent or goes into liquidation (other than voluntary liquidation for the purpose of amalgamation or reconstruction, incase of a company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets or property on the works; or
- ii) Makes an arrangement with or assignments in favour of his/their creditors/agrees to carry out the contract under a committee or inspection of his/their creditors; or
- iii) Abandons the work; or
- iv) If the seller makes default in supply of material as per terms of the contract. No claim or compensation shall be payable by OSSC as a result of such termination; or
- v) Assigns or in part thereof without written permission of buyer.
- vi) Performance is not satisfactory or
- vii) If the SELLER obtains the contract with OSSC with illegal measures:
- viii) Information submitted/furnished by the SELLER are found to be incorrect.
- ix) If during any period of contract, liquidated damages amount exceeds 10 % of the contracted value which is the maximum penalty leviabale for short/delayed supply or any other reasons, OSSC would be within its rights to terminate the contract and no claim / compensation shall be payable by OSSC as a result of such termination.
- x) The above shall be without prejudice to OSSC's other rights under the law. Upon termination of contract for reasons detailed under clause no. **14**
 1. The BUYER shall reserve the right to purchase the balance non-supplied quantity of said contract from any other party other than the SELLER as per the terms decided by the BUYER and the loss damages suffered by the BUYER if any, due to such purchase recovered from the SELLER.
 2. The earlier SELLER will have no claim / share of profit if any against purchase of such non-supplied quantity.
 3. Performance security in any form submitted by the SELLER shall stand forfeited.

ALL TERMS AND CONDITIONS STIPULATED IN TENDER DOCUMENTS ARE ACCEPTABLE TO ME / US

FOR AND ON BEHALF OF THE FIRM/ COMPANY

Signature.....

Name of Authorized Person.....

Company Name.....

Firm/ Company Seal.....

CIN.....