



NCCF BHUBANESWAR

NCCF/BBSR/BUSS./2023-24/ 53

Date: 07.08.2023

SHORT TENDER NOTICE

NCCF Bhubaneswar Branch invites Tenders from Empanelled/ Non Empanelled Business Associates of NCCF for Purchase of Seeds for RABI 2023-24 to Odisha State Seeds Corporation Ltd for the year 2023-24.

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

1. Last Date and Time of Tender Submission- 17.08.2023 at 2 PM
2. Date and Time of Tender Opening- 17.08.2023 at 4 PM.
3. Place of Tender Opening- Office of Branch Manager, NCCF, Bhubaneswar.

Terms and Conditions:

1. Bidders must have an Experience of successful completion of similar nature of work of minimum 25 % of the Tender value in last 5 years. Completion certificate of Competent Authority of concerned Department shall be enclosed.
2. Terms and conditions would remain same as mentioned in the tender of Odisha State Seeds Corporation Ltd.
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 Ltd.
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 empanelled Business Associate of Tendering Branch of NCCF. Second preference (in case of absence of valid Business Associate of Tendering Branch) shall be given to Empanelled Business Associates of other NCCF Branches and third preference shall be given to Non Empanelled 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 empanelled with NCCF before issue of formal Letter of Acceptance.
9. **NCCF, Bhubaneswar Branch shall be at liberty to postpone/ cancel the tender and accept or reject any offer at any stage without assigning any reason thereof.**


7/8/23

(B B Singh)
Branch Manager

Encl: Copy of tender document.

**E-TENDER SCHEDULE FOR
PURCHASE OF SEEDS FOR RABI 2023-24**



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

Signature of the tenderer



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 2023-24
INVITATION FOR BIDS No-OSSC/MKTG-39

Managing Director, Odisha State Seeds Corporation Ltd. invites e-tender from the Seed Producers including Govt. Agencies having valid seed license for purchase of seeds for Rabi 2023-24 on Item Wise Rate Contact basis in Double Cover System through **ONLINE MODE ONLY** for the works below.

| | | |
|---|--|---|
| 1 | Name of work | Purchase of seeds for Rabi 2023-24 |
| 2 | No. of work | 01 no. |
| 3 | Availability of Bid Document in Portal | 15.00 hours on dt. 29.07.2023 to 17.00 hours on dt. 18.08.2023 |
| 4 | Last date of receipt of tender in portal | 17.00 hours on dt. 18.08.2023 |
| 5 | Date and time of opening of Bid | 10.30 hours on dt. 19.08.2023 |

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.

Signature of the tenderer

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. Bank Account details i. Name of the Account 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. | |

Signature of the tenderer

2. (A) TENTATIVE QUANTITY OF SEED TO BE SUPPLIED FOR RABI-2023-24

| Sl. 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/HD-3086/DBW-303 | C | 500 | | | | | | | |
| 2 | Maize | DMRH-1301/DMRH-1308/DHM-121/DHM-117 | C | 100 | | | | | | | |
| 3 | Ragi | VL-376/VL-379/VL-380/VL-352/ML-365 | C | 100 | | | | | | | |
| 4 | Green Gram | Virat/Sikha/MH-1142/IPM-512-1 (Soorya)/IPM-302-2 (Kanika)/MH-421 | C | 30000 | | | | | | | |
| 5 | Black Gram | Indira Urd-1/Pratap Urd-1/Vallabh Urd-1/IPU-11-02/VBN-8/LBG-787/IPU-10-26 | C | 12000 | | | | | | | |
| 6 | Gram | NBeG-47/49/JG-12/RVG-202/GNG-2144/GNG-2171/GNG-2299/Bidisha (BG-1084)/Phule Bikram | C | 20000 | | | | | | | |
| 7 | Fieldpea | IPFD-10-12/IPFD-12-2/IPFD-11-5/IPFD-6-3 | C | 2500 | | | | | | | |
| 8 | Groundnut | ICGV-00350/Dharani/Kadri Lepakashi/CO-7/GJG-32/Kadri Amarabati/Dheeraj | C | 30000 | | | | | | | |
| 9 | Sesamum | Suprava/GT-5/GT-6/GJT-5 | C | 500 | | | | | | | |
| 10 | Mustard | Giriraj/ Pusa Mustard-30/ Tapeswari/PT-508/PM-28/PM-32/CS-60/Pant Shweta | C | 1000 | | | | | | | |
| 11 | Sunflower | KBSH-78/LSFH-171/IFS-764/PBNS-86/NARI-96 | C | 300 | | | | | | | |
| 12 | Sweetcorn | HYBRIX-39/HYBRIX-53/Shalini | C | 5 | | | | | | | |
| 13 | Sweetcorn | HYBRIX-39/HYBRIX-53/Shalini | TL | 5 | | | | | | | |
| 14 | Horsegram (Kulthi) | CG-Kulthi-2/3/Cridaharsha/Srabari Kulthi/Bilash | C | 500 | | | | | | | |
| 15 | Lentil | IPL-526/RKL-14-20/KLB-345/PL-09/IPL-326/L-4727/IPL-220 | C | 2000 | | | | | | | |
| 16 | Green Gram | Virat/Sikha | F | 500 | | | | | | | |
| 17 | Black Gram | Indra Urd-1/IPU-11-02/IPU-10-26 | F | 500 | | | | | | | |

NB:- 1. Tenderers 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. The Agencies Registered with Seed Certification Agency are only allowed to participate in the tender process.

Signature of the tenderer

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

| SI. No. | 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 | Copy 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 | MSME Certificate in the related activity with NIC code for exemption of EMD. | |
| f | Photocopy of PAN No. | |
| g | Photo copy of GST Number. | |
| h | Photocopy of License to carry on the business of a Dealer in seeds (from NB Clause No.v). | |
| i | Duly filled in and signed table as mentioned at serial no. 2 (A) & (B) | |
| j | Signature of the tenderer in each page of the tender schedule as token of acceptance of the terms and conditions. | |
| k | The party should have its own seed processing plant (supporting documents to be enclosed). | |
| l | 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). | |

Signature of the tenderer

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 |
|---------|--------------------------|------------------|------|---------|-----------------------|-------------------------------|---|
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Signature of the tenderer

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. i) Only National Seeds Corporation/ Govt. of India Undertaking deals in seed production and supply of seeds / State Seeds Corporations/ Research Institutes of ICAR/ State Agriculture Universities / Institutes are exempted from submission of EMD & Security Deposit.
- ii. In case of MSME (Micro, Small and Medium Enterprises), having MSME Certificate in the related activity with NIC code shall be exempted from payment of EMD 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 tenderers fail 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.
- For others, the EMD as calculated at point no. **vii (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. 29.07.2023 to 17.00 hours on dt. 18.08.2023 |
| Last date of receipt of tender in portal | 17.00 hours on dt.18.08.2023 |
| Date and time of opening of Bid | 10.30 hours on dt.19.08.2023 |

iii. 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. In case the seeds are supplied at district level point a sum of Rs.98/- per quintal shall be deducted from the bills of supplier towards transportation, loading and unloading charges as approved by the State Level Seed Pricing Committee.
- 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.

Signature of the tenderer

- 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 seeds bags 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.

Signature of the tenderer

- 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 seed act/Seed control order and Weight and Measurement Act etc.

iv. **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 non-supplied 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 non-supplied 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.

v. **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.

Signature of the tenderer

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.

vi. **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 stock entry bills 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 **80%** payment within 30 days from date of receipt of material along with invoices subject to receipt of acknowledgement challan from the indenting agency duly certified by the supplier with their signature and seal.
- c. Balance **20%** 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 and 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.

vii. **TENDER PAPER COST & EMD:**

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

Tenderer intending to participate in the tender for more than one crop have to deposit the cumulative amount of EMD for those crops for which the agency 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> |

Signature of the tenderer

Details of EMD as follows

| Sl. No. | Crop | EMD Amount (in Rs.) | EMD amount deposited (in Rs.) | UTR No./Date |
|---------|--------------------|---------------------|--------------------------------|--------------|
| 1 | Wheat | 30000.00 | | |
| 2 | Maize | 20000.00 | | |
| 3 | Ragi | 12000.00 | | |
| 4 | Green Gram | 5000000.00 | | |
| 5 | Black Gram | 2000000.00 | | |
| 6 | Gram | 2000000.00 | | |
| 7 | Field pea | 400000.00 | | |
| 8 | Groundnut | 6000000.00 | | |
| 9 | Sesamum | 100000.00 | | |
| 10 | Mustard | 150000.00 | | |
| 11 | Sunflower | 1000000.00 | | |
| 12 | Sweetcorn | 30000.00 | | |
| 13 | Horsegram (Kulthi) | 100000.00 | | |
| 14 | Lentil | 300000.00 | | |
| 15 | Green Gram | 100000.00 | | |
| 16 | Black Gram | 100000.00 | | |

viii. **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 value. 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.

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.

Signature of the tenderer

- 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.

ix. **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.

Signature of the tenderer

12. 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 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.

13. STATUTORY CLEARANCE :

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

14. 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 consignment 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.

Signature of the tenderer

15. 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, in case 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 leviable 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. **15**.
 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.

16. Dispute resolution

All the disputes arising out of this tender shall be resolved through mutual consent. The court of law situated at Bhubaneswar only shall have the jurisdiction for any legal disputed arising out of this tender.

Signature of the tenderer

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.....

Signature of the tenderer