

EXPRESSION OF INTEREST (EOI)

FOR SEED PRODUCTION INSIDE THE STATE OF ODISHA
PERIOD 2016-17 TO 2018-19

Name of the producing Agency

Address

MR No/DD No

Amount in Rs.....



ODISHA STATE SEEDS CORPORATION LTD

SANTARAPUR, BHUBANESWAR-751002

Website- www.osscltd.in

E.Mail: mdosscltd456@gmail.com, Tel-MD -0674-2340575, Fax-2340096



ODISHA STATE SEEDS CORPORATION LTD

(A GOVERNMENT UNDERTAKING)
SANTARAPUR, BHUBANESWAR- 751002.
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No. Prodn. 2016/17/52 dt. 22.12.2016

EXPRESSION OF INTEREST (EOI) FROM THE SEED PRODUCERS FOR ENROLEMENT OF NON PADDY SEED PRODUCTION PROGRAMME WITH ODISHA STATE SEEDS CORPORATION LIMITED (OSSC) SANTARAPUR, BHUBANESWAR-751002 FOR THE PERIOD OF THREE YEAR I,e 2016-17 TO 2018-19

Odisha State Seeds Corporation Ltd (OSSC) a Government of Odisha undertaking engaged in production and marketing of high yielding varieties of seeds inside the state of Odisha proposes to invite expression of Interest (EOI) from the registered seed producing Organizer (Private seeds producers/Govt. Agencies/ Co-op societies, etc) having registration with the Seed Certification Agency.

The interested organizer may obtain the offer form along with terms and conditions from OSSC, Head Office by paying Rs. 2500/-(including 5% VAT) or it can be down loaded from OSSC website www.osscltd.in and in that case DD of Rs. 2500.00 (including 5%VAT) drawn in favour of MD, OSSC Ltd from any Nationalized/Scheduled Bank may be attached along with the EOI forms.

The EOI will be received up to 3.00PM on 31.12.2016 at Head Office, Santarapur, Bhubaneswar through Registered Post/ Speed post only and same will be opened at 3.30PM on the same day in the presence of the representatives of the concerned applicant.

The Managing Director, OSSC Ltd reserves the right to accept or reject any or all the EOI without assigning any reason thereof.

Sd/- (J.R. Mishra)
Managing Director

TERMS AND CONDITIONS FOR ORGANIZING CERTIFIED SEED PRODUCTION PROGRAMME THROUGH ORGANIZER FROM Rabi-2016-17 to Rabi-2018-19 FOR PRODUCTION INSIDE THE STATE OF ODISHA

PREAMBLE:-

With a view to enhancing the production of certified seeds and to ensure their adequate availability to the farmers at Govt. approved sale rate, Odisha State Seeds Corporation Limited has been designated as the nodal agency for production and distribution of certified seeds to the farmers or the State. In order to ensure timely availability of seeds to the farmers of the State out of the own production programme for the seeds produced and grown inside the State, OSSC intends to undertake the production programme of Pulses, Oil seeds with the involvement of reputed private seed producer agencies to grow the seeds inside the State of Odisha with active involvement of progressive farmers

- 1. Eligibility:** Reputed seed producer, Govt. Agency, Co-operative Societies having vast net work of seed production in Odisha and has own Registered seed processing plant and has valid license for the seed handling and business can participate in the EOI.

Sl. No	Crop	Class	Varieties	Required Qty. in qtl.	Remarks
1	Ragi	Fs/Cs	All notified varieties (within ten years)	100.00	Available quantity out of Rabi-2016-17 produce shall be procured for supply during Kharif-2017. The production programme from Rabi-2016-17 and subsequent season shall be undertaken as per OSSC choice for the notified varieties allotted by GOI within ten years.
2	Moong	Fs/Cs	-do-	10000	-do-
3	Biri	Fs/Cs	-do-	3000	-do-
4	Groundnut	Fs/Cs	-do-	5000	-do-
5	Sesamum	Fs/Cs	-do-	200	-do-
6	Mustard	Fs/Cs	-do-	500	-do-
7	Gram	Fs/Cs	-do-	1000	-do-

Signature of (EOI) Agency

2. Certified Seed Production organizer would mean:-

- A. Any individuals, who are having his/her own agriculture land and is undertaking own production of seeds, as per requirement of seed production.
- B. A co-operative society, who can organize a group of farmers, having membership in the society and can undertake group farming on behalf of OSSC for seed production,
- C. Any seed producing company or seed producing firm who can undertake seed production for OSSC requirement.
- D. PACs/Self Help Group/Farmers Club having expertise and experience in seed production.
- E. Any other Government entity, having experience in undertaking certified seed production on its own behalf

3. Requirements:

- A) Experience: The organizer should have at least three years experience in certified seed production and should be registered with OSSOPCA. In the case of PACs/Farmers Club, Self Help Groups the conditions of minimum 3 years experience in seed production is waived out. The PACs/Farmers Club/ Self Help Group must. However, get itself registered with certification authority and complete all other required formalities before undertaking seed business with OSSC Ltd
- B) **Turn Over:** The Organizer should have minimum average turnover of Rs. 25 lakhs per annum during three previous financial year from sale of certified seeds produced under certified seed production programme duly registered with the State Seed Certification Agency. The PACs/Farmers Clubs, Self Help Groups, the condition of minimum average turnover of Rs. 25 lakh per annum during the three previous financial year is also waived out.
- C) Infrastructure: The organizer should have seed processing and storing facilities under self ownership registered with OSSOPCA. Seed Production and processing activities should be supervised by OSSC officials and officials of OSSOPCA for joint verification.

4. Role of Organizer:

- a. The Organizer will be required to submit a detailed information as indicated for implementing the same for production of Foundation/Certified seeds of Ragi, Moong, Biri, Arhar , Groundnut and Sesamum etc for Rabi-2016-17 seasons and for subsequent season also (containing details such as name of the grower, farmer, address, area in Ha in crop/variety wise) well in advance to the Production Manager of OSSC (latest by 30th September for Rabi season for taking up seed production.

Signature of the (EOI) Agency

- b. The quantity and variety of certified seed to be produced would be finalized by OSSC Ltd on mutually acceptable terms for meeting requirement of the State for each season.
- c. Based on the approved programme for production of certified seeds, the organizer will place indent for purchase of Foundation/certified stage-1 seed with OSSC Ltd who in turn will supply the same to the respective organizer on payment of the seed cost in shape of demand draft drawn in favour of **Managing Director, OSSC Ltd/core banking**. In case of non availability of the required quantity of foundation or Certified Stage-1 seeds by OSSC Ltd, the organizer is allowed to procure the same from (Agriculture Universities/ Approved Govt. Institutions with the knowledge of OSSC Ltd) and same has to be authenticated by OSSC through SPO,s for utilization of the same in the production programme of the season.
- d. The organizer would complete all formalities, towards registration with the OSSOPCA, for undertaking certified seed production programme in his name and deposit mandatory documents and fees for the same.
- e. Organizer will undertake the production programme of only the approved crop/varieties. The organizer shall undertake production of seeds as per the stipulated guidelines under NMOP or under any schemes of GOI/State Govt. and shall indemnify OSSC Ltd against all losses that may be caused on account of action or inaction on part of the producer. An indemnity bond in this regard will be furnished by the organizer on non judicial stamp paper of Rs. 100.00
- f. The total cost of certified seed production under NMOP, would be borne by the organizer. The organizer will be required to monitor and render necessary guidance for implementation of full package or practices of the seed crop for better production and shall render all documents required by the Certification agency for verification.
- g. After the crop has been harvested, the processing, grading and packing of the seed so produced will be carried out by the organizer.
- h. OSSC Ltd will procure the certified seeds so produced from the organizer at the approved procurement price finalized by the pricing committee of OSSC Ltd and subsequent approval of the same by the state seed pricing committee. For each season procurement rate would be at par with OSSC Ltd (**i.e price fixed for the growers**) + **agreed service charges**.
- i. After the certification process is over, the organizer would inform OSSC Ltd about the exact quantity of certified seed vis-a-vis agreement quantity ready for supply in order to make arrangement of the same for diversion by OSSC Ltd
- j. The Organizer would be fully responsible for any complaint regarding quality of the certified seed so produced and shall provide all necessary certificate/reports from OSSOPCA. The organizer shall indemnify OSSC Ltd from all costs, risks and responsible that may arise on account of action or inaction on art of the associate.

Signature of the (EO) Agency

- k. No sale of the certified seeds so produced would be effected by the organizer without OSSC's permission
- l. The organizer would not buy back uncertified/non seed category produce and may, if feasible, sell such stock in the open market, with the consent of the producing farmer without OSSC's permission
- m. The organizer would submit receipt copy of the production subsidy distributed amongst farmers participating in the programme of the certified seed production
- n. Organizer will keep the total quantity of certified seed produced in its go-down in ambient storage condition and insuring the stock equivalent to 110% ex-go-down value with nationalized insurance company,. OSSC Ltd will issue delivery order to supplier for lifting the certified seed from the go-down against orders received from various departments/Dealers/PACs and other agencies etc. However, in addition to his go-down the seeds may also be stored by the organizer in his own plant location in ambient conditions.

5. Role of OSSC Ltd.

- (a) Proposal received from Organizers received at Head Office of OSSC Ltd will be examined by an in-house committee under the chairmanship of Managing Director. If required the Committee may sought advice from experts. The Committee will scrutinize the relevant papers received from the organizers for evaluating the credibility/financial strength/infrastructure facilities/grower base etc. for selection before signing of the agreement.
- (b) The certified seed production programme will be undertaken by the organizer under the supervision of the Seed Production Officers stationed at respective units. The concerned Seed Production Officer will submit a consolidated crop wise, variety wise and season wise details of the production programme undertaken by the organizer to HO for monitoring of the same.
- (c) The amount of production subsidy will be passed on to the beneficiary farmers by the concerned organizer through A/c payee cheques. OSSC Ltd will release the subsidy amount only after submission of tag certificate by the concerned organizer after due examination.
- (d) OSSC Ltd will transfer the subsidy to the organizer soon after the receipt of Tag Certificate from the Organizers.
- (e) OSSC Ltd holds the right to inspect the fields and processing unit of the farmer/organizer where the certified seed production and processing shall be undertaken.

Signature of the (EOI) Agency

- (f) OSSC Ltd will not procure and buy back seeds, which are not conforming to prescribed seed standards as per Seed Act-1966.
- (g) OSSC Ltd will not be responsible for any losses occurred due to climatic aberrations.
- (h) OSSC Ltd is under no obligation to procure additional quantity over and above the quantity agreed for which OSSC signed the agreement with the producer. It shall be obligation on the part of the producer to offer the additional quantity to OSSC first. If OSSC denies, the quantity can be sold to any other agency by the producer.**
- (i) In case of any complaint received on the quality of the seed by OSSC Ltd, the producer shall immediately act within 3 (three) days and if it is established that there was defect on the quality of seeds by the Committee, the producer shall compensate the same to the affected growers/farmers.**

Signature of the (EOI) Agency

MEMORANDUM OF UNDERSTANDING

For Seed Production and Procurement of seeds inside the state of Odisha with organizers/ producers/ firms by OSSC from Rabi-2016-17.

This MOU is made on _____ day of _____ 2016.

This Memorandum of Understanding is executed between M/s. Odisha State Seeds Corporation Ltd., a Company incorporated under the Companies Act, 1956 and having its Registered Office at Santarapur, Bhubanewar-751002 (herein after called- ('OSSC Ltd' first party) through its Managing Director _____(who and whose successors and assignees are hereinafter called First Party).

A N D

Name of the Organizer/Producer/Firm (who hereinafter called Organizer/Producer / Firm) on the other part having their residence/ registered office at _____ through its Proprietor/Managing Partner/ Director.

WHEREAS,

the Company OSSC Limited (first party) required the Foundation/Certified paddy seeds to fulfill the demand of the farmers in the State of Orissa has offered and the second party has agreed to make available the desired variety of paddy seed for doing that on contract basis for season i.e. Rabi-2016-17 onwards.

Odisha State Seeds Corporation herein after called **OSSC** is procuring and supplying various types of seeds to the farmers of the State of Odisha through Dealers/ PACs and is also supplying different kinds of seeds in various demonstration programme under different Govt. of India (GOI) and State Govt. Schemes, so that prices of seeds do not rise during the period of requirement and quantity of required seed may be made available in time.

Hence, the OSSC express its willingness for the production programme of seed to be done by Agencies inside the state of Odisha as per allotted quantity of crop/varieties seeds required during Rabi-2016-17 making the seed available to the state for Rabi-2016-17 crops. The Crop varieties to be undertaken for multiplication programme inside Odisha is at **Annexure-A**.

WHEREAS,

The said agency has agreed to undertake seed production programme **in identified patches** inside the state through its own source and supply Foundation/Certified seed as per the terms and conditions specified herein under, and at the price to be fixed for the firms by OSSC Limited for this OSSC to place the indent for the production of seed to the agencies during Rabi-2016-17.

The agencies agree to supply seed to OSSC at price to be decided by the pricing committee of OSSC Ltd. On getting approval from the State Level Seed Pricing Committee the procurement price shall be paid over and above the uniform price paid to the growers for non paddy seeds for the said season.

In case there is any change in crop variety and quantity in plan the same shall be informed at least two months in advance to arrange the required seeds accordingly. OSSC shall arrange **the variety of seeds released within 10 (ten) years** to produce seeds in the fields of seed grower farmers by the agencies inside the state of Odisha which will conform to quality standards prescribed in the minimum Seed Certification Standards of Government of India in case of non availability of a particular variety the concerned agency shall arrange for utilization after confirming the source to OSSC Ltd.

WHEREAS,

the OSSC is carrying on the business of production and sale of seeds and whereas for this purpose, the seed production programme is required to be arranged with the growers to produce the seeds and whereas the Organizer has offered his services for doing the said working of seed production in the State of Odisha and whereas it is deemed expedient and necessary to reduced in writing the terms and conditions of the contract under which the organizer has to organize the seed production programme in the State of Odisha. This deed of agreement witness as under **TERMS & CONDITIONS:**

TERMS & CONDITIONS:

1. The terms and conditions stated below shall be binding on the parties and their relationship shall be governed by the same.
2. The organizer will produce certified seeds on the requirement of OSSC as assigned to him. The organizer shall furnish the growers list along with address and acreage and register the production programme for certification with OSSOPCA by cut-off date
3. The organizer will deposit all charges to OSSOPCA regarding the seed certification and arrange registration and inspection with OSSOPCA after collection of certification charges from their concerned growers.
4. The organizer will arrange quality seeds available with OSSC that can be supplied to the organizer at OSSC rate. In case of non-availability of foundation seeds, C/S-I seeds can be utilized with due permission from OSSOPCA & OSSC. (From authentic sources i.e. Govt. Institutions /SAU's/Govt. Research Station
5. The organizer shall arrange field inspection of seed plots by OSSOPCA technical staff as and when required.

6. The organizer shall also arrange field inspection of seed plots to be carried out randomly by technical staff of OSSC/ OUAT/ Govt. as and when informed through OSSC to maintain quality at field and post harvesting stage.
7. The organizer as advised by technical officers of OSSOPCA /OSSC at growing stage of the crop seed, shall carry out all such operations (rouging, top dressing, spraying etc..) required at field level in-order to maintain quality of seed.
8. The organizer shall in advance designate the processing plant where processing and packing is to be taken up and sealed produce to be stocked there. The designated plant must be registered with OSSOPCA. The Processing and packing of seed will be done by organizer at his cost.
9. The organizer shall arrange sampling of produce from the seed lots after seed processing.
10. The organizer shall arrange the packing and treatment material i.e. cloth bags, Jute/HDPE bags, labels, thread, lead seals and secondary packing material if any. In case OSSC supplies seed treating chemicals the organizer shall pay the cost to the nearest seed production officer in shape of demand draft in favour of MD OSSC Ltd, payable at Bhubaneswar.
11. The organizer on receipt of standard results from QCL/ STL labs shall arrange treatment and packing of seed in desired packing size and inform OSSC for inspection.
12. The organizer under normal circumstances is bound to supply the agreed quantity duly tested and packed certified seed to OSSC in OSSC packing of following crops by the due date indicated below:

Sl.	Crop	Variety	Class	Date of Supply
1	G.Nut	All notified varieties within 10 years	F/C	From 15 th April. To 15 th . May. For the said Rabi season.
2.	Til	All notified varieties within 10 years	F/C	15 th . April. To 15 th . May. For the said Rabi season.
3	Biri	All notified varieties within 10 years	F/C	15 th . April To 15 th . May For the said Rabi season.
4	Moong	All notified varieties within 10 years	F/C	From April- to May-2015 for the said Rabi Season.
5	Mustard	All notified varieties within 10years	F/C	From 15 th Sept to 15 th Oct for Rabi-season
6	Gram	All notified varieties within 10years	F/C	From 15 th Sept. to 15 th Oct for Rabi season

13. In case of delay in supply of seeds, penalty @ 0.5% of the cost /day will be deducted from the payment of the organizer for delayed quantity. In case of unavoidable circumstances the concerned official of OSSC may relax it with proper reasoning.
14. OSSC shall lift the seed from the organizers premises on same day from the notice of completing of packing or from such other date as may be decided.
15. OSSC would realize payment to the organizer on lifting of seed after submission of all documents. Procurement rate would be **at par OSSC + agreed service charges over and above the uniform price paid to the growers as may be decided by the pricing committee of the corporation for the said season.**
16. The second party will mention the lot wise quantity of seeds supplied in the bills. The Bill No and Date should invariably be raised by the second party before the Seed Production Officer who in turn shall make stock entry certificate on the body of the bill and forward the same within seven days from the date of receipt of the bill.
 - A) The Corporation's Head Office at Santarapur (1st. Party) shall release an amount equal to 80% of the cost of seeds received RTGS/ Core Banking within one month after receipt of Original Bills duly stock entered.
 - B) Balance 20% of the seed cost will be released on receipt of satisfactory test report drawn by JQCI of different DDA ranges. If the lots are not eligible to get subsidy, only farmers share collected will be released to the said supplying agencies in case of utilization of stock provided that there are no Consumer related cases pending in Consumer Dispute Redressal Forum/ or at the level of DDA. The eligible amount shall be paid to the organizer after six months from the cutoff date of the season by recommendation of the committee to be decided by the Managing Director, OSSC Ltd.
 - C) The supplying agencies (2nd.party) will indemnify the corporation for any loss liable to be sustained for payment of compensation as per the decision of any consumer forum/court/Govt.
 - D) In case of seed supplied by the 2nd. Party was not utilized/sold by the 1st. Party within the cutoff date of sowing season the 2nd. Party shall take back the unsold seeds lying at designated godown of OSSC Ltd. at their own cost and arrangement. OSSC Ltd. is not liable either for making payment towards the unsold seed cost or deterioration of quality of that stock.
17. The organizer may take seed treating chemical at OSSC's nearest processing plant immediately with statement of accounts of used/unused/treatment material by payment of cost. OSSC is free to reject any field plot/seed lot in case at any stage if any lapses observed in the parameters of seed production and certification. The deal can be cancelled with issue of notice.

18. OSSC shall be free to impose penalty or stop final payment in case there is any complaint about the quality of the seed received within 30 days from consignee destination of OSSC. The contract is quality oriented with 5% variation on higher or lower side. OSSC shall have neither commitment/responsibility of payment to the individual growers whose list has been submitted by the organizer nor shall OSSC be responsible for any loss to the organizer during the entire process of the deal. OSSC will deal with organizer (Main grower only). OSSC will procure duly processed, tested and packed seed in the desired OSSC packing size. The seed should be standard as per MSCS 1998 and amendment from time to time. In case organizer fails to deliver seed what so ever committed. Security money deposited may be forfeited and no correspondence to this effect would be entertained.
19. **The successful Organizer has to deposit security amount of Rs. 100000/- for non paddy seeds and OSSC Ltd will not pay any interest on the said security deposit amount.**
20. That, the organizer shall agreed to organize Foundation/Certified seed production programme for the corporation following crop/varieties on the fields of different farmers in Odisha State during season to supply quantities of prescribed standard seeds.
21. That, it is agreed by and between the parties, that in case this actual produce obtained from the area organized under seed production programme is more than the agreed/estimated quantity, then the COMPANY shall only accept the agreed quantity. If it is further agreed that, if in case the actual production will be more than 5% of the agreed /estimated quantity, the organizer will offer on priority such excess quantities to the OSSC at the same rate and OSSC shall be at liberty to decide whether to accept more quantities than contracted quantities.
22. That, the organizer shall organize the Foundation/Certified seed production programme on the farms of the different farmers in the Odisha State. The same will be organized for and on behalf of the OSSC production programme and the seeds obtained out of the said programme will be accepted from the fields of those farmers only.
23. That, it shall be the duty of the organizer to arrange for the production of foundation/certified seed, so as to be sufficient to produce quantities of seeds of various crops/varieties as specified herein above on the fields of the farmers, if not supplied by the OSSC Ltd. The area to be organized by the organizer considering normal productivity of that particular location in the state wherein the production programme is organized. For this purpose, the organizer will enter in to an agreement with those different farmers in the prescribed form of their own and the farmer shall be bound by those agreements. The details of the production programme organized by the organizer shall be intimated to the OSSC with necessary details and

copy of those agreements entered into with the farmers should be submitted to the OSSC.

24. The production programme should be registered by the organizer in their name by payment of requisite fees and expenses on the registration with Certification Agency should be borne by the organizer. It is obligatory on the part of organizer to mention the seed bag & tag as “Produced by M/s and Marketed by OSSC.
25. That, the organizer shall prepare a list of such seed producer to whom Breeder/Foundation/Source seed had been distributed and with whom the agreement for seed production had been entered in to and shall provide the same to the OSSC as well as to the concerned State Seed Certification Agency within 30 days from the date of sowing.
26. That, the Organizer shall collect the date about the date of sowing crop condition, estimated final yield and other particulars as required there to and furnish the same to the OSSC or its representative from time to time
27. That, the organizer shall give necessary technical guidance to the seed growers at this own cost. The organizer shall arrange for required number of technical staffs to conduct periodical field inspections at various growth stages of crop under seed production. And it shall also be the duty of the organizer to ensure completion of the required number of field inspections by the seed Certification Staff at proper stage of crop growth.
28. That, it shall be duty of the organizer to ensure that the farmers/growers transport their raw seed to the approved seed processing plant within the stipulated period declared by the seed certification agency. Further, he should also observe that no farmer/Grower shall engage children below the age of 14 years in their any of the premise/ field/ processing plant which is contrary to the provision of child labour (P&R) Act,1986
29. That the organizer shall arrange for the completion of all formalities, conditions and other necessary work for getting the seed Certified from the concerned Seed Certification Agency and shall inform the progress from time to time to the OSSC. And shall supply the requisite Nos of samples bags, slips for packing , packing scale, marketing ink etc. at the time of processing and the cost there of shall be borne by the organizer. The organizer shall also bear the expenses towards the costs of tags, field test charges and all other incidental expenses for the purpose of getting seed certified by the concerned State Seed Certification Agency.
30. That, the organizer shall fix up the processing centers having adequate facilities thereon to complete processing in time and shall also arrange proper processing and stacking, drawing samples for seed testing laboratory within time schedule, as proposed by OSSC and agreed by the organizer. The organizer shall inform the OSSC every detail about the mechanized processing facilities along with intake

capacity and proper storage space prior to processing season. Further it is the duty of the organizer to ensure that, seeds will be processed with standard sieve size, prescribed by Seed Certification Agency of that State and that the raw seed shall be processed in such a speed so as to get best quality seed, depending upon the quality of raw seed.

31. OSSC will be at full liberty to reject the seed stock of crops/varieties even qualified and passed.
32. The organizer is bound to deliver 100% of contracted/estimated quality of Foundation/Certified/seed before last date as per delivery schedule. The OSSC shall not accept delayed supplies and delayed supplies should be treated as non supply and the OSSC shall have liberty to impose penalty for non supplied stock at its absolute discretion.
33. That, the organizer shall supply only prescribed standard and qualified seeds which are certified by the competent seed certification agency of the concerned state and as per the specifications of the Seed Act-1966, as modified and or amended from time to time. That, even if the seed meets the certification standard, OSSC reserves the right to reject the stocks which are rain affected, lacking luster and are of admixture found at the growing stage by the time of inspection through the supervisory staff of the OSSC. The foundation/Certified/ seeds can also be rejected at the receiving ends of OSSC, if they are found rain damaged weevil infested and also if the container is found to be damaged/turned or unsealed during the transit or decided in particular crop variety. The lots indicating variations over and above tolerance limits prescribed in this regard shall be the criteria for retesting at State Seed Testing Laboratories Odisha, provided that there is enough time to wait for the results in order to ensure the suppliers of these stocks by the specified dates else rejected/refused.
34. That, the cost of Transportation of raw seeds/processing and expenses regarding it's grading/processing and cleaning shall be borne by the organizer. However if occasion arise and the organizer is required to incur any expenses for this purpose, he shall be at liberty to recover it from those farmers. In any case OSSC shall not be held liable to bear any of the above said expenses.
35. That, the organizer has agreed to supply foundation/certified/truthful seeds of contracted quantities of various varieties at the rates irrespective of fluctuations in the market rates, abiding by the terms and conditions as agreed for this. The crop/variety wise rates finalized by the OSSC will not be changed unless there are extra ordinary reduction in yield due to natural calamities and or due to such other factors where organizer has no control over it. However, the decision of OSSC in this respect shall be final and will be binding upon the organizer.
36. It is the responsibility of the organizer to supply entire Foundation/Certified/Truthful seed to the COMPANY which are obtained out of the said seed production

programme only. Further the short supply due to non supply/non getting required source seed, production programme allotted forcefully, new varieties given in production where the productivity is not known such cases will not be considered under this penalty clause. However, normal business risks will not get covered under this provision. That in case of non supply of agreed quantity, the management shall consider to reduce or waive off the penalty as mentioned after its verification and with full satisfaction. However this should not be treated as a regular practice because normal business risk will not be covered under this provision.

37. That, the organizer shall be solely responsible for genetic purity and germination standard of the seeds supplied by him and in case any complaint arise against said supplied lots, the organizer would be held responsible to make it good and also for the losses caused if any to the farmers and or to OSSC and as an abundant precaution for this purpose the total amount payable to the organizer shall be retained as RETENTION MONEY, which will not be released till the decision of the case/payment of compensation is pending if pending.
38. That, the seed stocks rejected by OSSC at the receiving ends, should not be used for resale in the OSSC's container by the organizer.
39. That OSSC will not be responsible for any losses sustained by the organizer or by the seed grower while executing/conducting the seed production programme and or processing in order to fulfill the commitment of suppliers of Foundation/Certified seeds as agreed herein above and on what so ever ground the OSSC will not be held liable to pay any compensation to anybody on what so ever reason.
40. **Force Majeure**
 - a.) Notwithstanding the provisions of the above clauses, OSSC shall not be liable for liquidation, damages or termination for default, it and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
 - b.) For the purpose of this clause, "Force Majeure" means an event beyond the control of OSSC and not involving the OSSC's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the state either in its sovereign or contractual capacity, wars or revolutions, fire, floods, epidemics, quarantine restrictions and freight embargoes.
 - c.) If a force majeure situation arises, the OSSC shall promptly notify the Department of Agriculture Odisha State as well as to the supplying agencies in writing of such conditions and the cause thereof within 48(forty eight) hours, OSSC shall continue to perform its obligations under the contract as far as is reasonably practical and shall seed all reasonable alternative means for performance not prevented by the Force Majeure even. This clause shall be vice versa.

OSSC shall guarantee the implementation of the MOU. In case of any dispute or difference arising out or in relation to this MOU the parties shall adhere to the arbitration clause mentioned below. **This MOU shall be valid for a period of Rabi-2016-17 season and will be extended basing on the performance of the organizer.**

41. **TERMINATION**

Notwithstanding anything contained herein above, either of the party reserves the right of termination of this MOU at any time by either party giving to the other a notice in writing in that behalf before commencement of the season for production of seeds for the next season and without assigning any reason thereof.

42. In the event of any dispute or difference arising under or in connection with this agreement in implementation or its satisfaction, the same shall be referred to the sole arbitrator, to be decided mutually by the parties.

43. Notwithstanding the places where this agreement is implemented it is mutually undertaken and agreed by and between the parties mentioned above that this agreement deemed to have been entered by the parties concern at Bhubaneswar. The Court at Bhubaneswar only has the jurisdiction to entertain the litigation arising out of this agreement for supply of the above seeds.

44. In witness thereof the parties named above have put their seal and signature on this agreement at (Place) on the date mentioned above in presence of their witness whose signature has been put below.

Got Executed by The party who executed the agreement

Signature of 2nd. Party with seal

Signature of 1st. party with and seal

Name:

Name:

Address :-

Address:-

Designation:-

Designation

Witness:-

Witness

1.

1.

2.

2.

To

The Managing Director,
Odisha State Seeds Corporation Ltd,
Santarapur, Bhubaneswar-2

PROFORMA FOR TECHNICAL BIDS

Ref.:- EOI Seed organizer floated by OSSC Ltd on dt. _____

Type of Company:-

[Sole, Proprietorship/Partnership/Corporate)Society/SHG/PACS/Farmers Club (attach documentary evidence)]

Sl. No	Particulars	Documents (enclosed)
1	Name of the Company/Firms and year of establishment	
2	Address	
3	Name of the Chief Executive	
4	Contact Person with Designation	
5	Contact No. :- Landline with STD code, Mobile and E.Mail, Fax and Website	
6	Year wise Annual Turnover of last three year	
7	Do you have your own marketing Network (If yes give details) a) Own sale counter b) Bulk supply of Govt. Agencies c) Dealer/Distributor	
8	Major Crops under production programme during previous year (Furnish Crop wise/ Variety wise) details Kharif/Rabi	
9	Details of Technical personnel working in company (for seed production Activities) their name and designation	
10	Detail of seed production and Processing Facilities plant wise with code allotted by OSSOPCA	
11	Location and size of seed Processing plant: (Please mention owner's details in case plant is on lease/hire)	
12	Location and size of Go-down: (Please mention owner's details in go-down is on lease/hire or proposed to be acquired on lease/hire for storing seed procured under production programme)	
13	Description of plant and machinery: Seed Processing Plant with make and model	
14	Do you have own R&D facility: (if yes please give details viz.) (i) Is R&D Facility recognized by CSIR (ii) If no than which agency has Recongnised your R&D (iii) Do you employ of any qualified Scientists/Breeder for R&D if yes give their details with name and qualification and	

	their period of employment with your company)	
15	Bank Details a) Name of the Bank b) Type of Account c) Cash credit limit	

TABLE-A

Year	Crop/Variety	Volume of Production in Qtl.		Volume of marketing in Qtl.	Number of growers involved
		BS-FS	FS-CS		

TABLE-B

WILLINGNESS FOR UNDERTAKING THE SEED PRODUCTION DURING RABI-2016-17

NAME OF THE AGENCY _____

Sl. No	Crop	variety		Class	Qty. in Qtl.	Name of the District	No of growers involved
		Released within ten year	Release above ten year				
1	Ragi						
2	Arhar						
3	Moong						
4	Biri						
5	G.Nut						
6	Sesamum						

Place :-

Name/ Designation/Signature
Date Of Authorized Signatory

(With stamp)

NOTE:- Please use extra sheets for details and put signature and stamp on each sheet.