



ODISHA STATE SEEDS CORPORATION LIMITED

(A GOVERNMENT UNDERTAKING)

SANTARAPUR, BHUBANESWAR-751002

Tel- MD 0674-2340573, Tel Fax- 2340096, Email-mdosscltd456@gmail.com

Adv. No. 2681

Dated. 15.05.2017

**Expression of Interest for empanelment of Private Seed producers/Co-operative Seed producer inside the state of odisha for supply of Paddy and Non-paddy Foundation/ Certified seeds during Kharif/Rabi-2016-17 produce
Last Date- 30.05.2017**

The Managing Director, OSSC Ltd invites Expression of Interest in sealed cover from intending different Private/Co-operative Seed Producers inside the state of Odisha (i.e. Balasore/ Bhadrak/Keonjhar/ Angul/ Dhenkanal/ Bhawanipatna/Ganjam/ Bolangir and Nuapada Districts) engaged in Seed Production for empanelment for supply of **“Certified & Foundation”** seeds of different crops as per requirement of OSSC Ltd for Kharif-2017 and Rabi-2017-18 suitable for Odisha. The sealed Expression of Interest should be submitted to this office on or before 30.05.2017 at 3.00PM through Registered Post/ Speed Post only. The same will be opened on 30.05.2017 at 4.00PM in the conference Hall of OSSC Ltd. The sealed envelope should be superscribed with **“Empanelment of Private/Co-operative Seed producers for supply of different seeds during Kharif/Rabi-2017-18”**. The detail of the Expression of Interest is available on the website www.osscltd.in.

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



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Technical Bid

SI No	Item	Details
1	Name of the Seed Producer/ Organisation with details of address with e.mail i.e. phone/Fax & Mobile number	
2	Area undertaken for seed production during Kharif/Rabi-2016-17 (crop/Variety & class wise)	
3	Details crop, variety & class wise seed produced during the year-2016-17 (Kharif-2016 produce)	
4	Quantity of different varieties of crop seeds willing to supply during Kharif/Rabi-2017-18 (Crop/Variety/Class)	
5	Name of the Certification Agency (Documentary Evidence)	
6	Past experience on supply of seeds, if any (Documentary Evidence)	
7	The Cost of paper for Rs. 500/- to be deposited in shape of DD in favour of Managing Director, OSSC Ltd, payable at Bhubaneswar in any nationalized bank.	Bank:- Bank Daft No. Date Amount:- (Rupees)

NB:- The paper cost should be attached with Technical format

Date

Authorized Signatory of the
Organization
(Seal)

TERMS OF REFERENCE

1. The last date for submission of the Expression of Interest (EOI) for empanelment of Private/Co-operative seed producer is 30.05.2017 at 3.00PM and the same will be opened on same date at 4.00PM in the conference Hall of Odisha State Seeds Corporation Ltd., Santarapur, Bhubaneswar.
2. The seeds made available for sell to the farmers during Kharif/Rabi-2017-18 out of Kharif-2016 and Rabi-2016-17 produce only as per notified varieties of GOI
3. The Seeds will be procured from empanelled private/Co-operative Agencies during the month of May-2017 for Kharif-2017 season and Nov-2017 for Rabi-2017-18.
4. The Empanelled (EOI) will be valid for one year from date of Agreement.
5. The private/Co-operative seeds producers or their authorized representative shall be present at the time of opening of the EOI
6. In case of absence of the private/Co-operative seeds producers or their representatives the Committee has the right to open the empanelled (EOI)
7. The interested private/Co-operative seed producers may download the EOI documents including format of Technical details of different activities etc. to be undertaken from the OSSC Website WWW.OSSCLtd.in.
8. The private/Co-operative seeds producers should submit the list of seed growers from whom the Agency has procured the seeds with certification details.
9. The requirement of seeds will be intimated time to time in ahead.
10. The empanelment seed producers will supply the required seeds at OSSC designated go-downs points on FOR basis.
11. Participant Private/Co-operative seed producers who have qualified in the Technical procedure is illegible for supply of seeds to OSSC Ltd as requirement.
12. Seed quality is the sole responsibility of the empanelled seed producers.

13. Any dispute arising due to seed quality in the field will be verified by scientist from OUAT/CRR/ Deptt. Officials or Team as constituted by OSSC Ltd.
14. There should not be any precondition of advance payment or time limit, what so ever.
15. It is the discretion of OSSC Ltd to lift required varieties and class of seeds from the empanelled Private/ Co-operative seed producer Agencies. Private/ Co-operative seed produce Agencies have no right to impose for any variety for procurement.
16. The seeds will be verified by the expert team constituted by OSSC Ltd prior to Seed supply at the storage point mentioned and drawn samples will be tested at State Laboratories. After receipt of successful reports from Testing Laboratories, the Private/ Co-operative seed producer Agencies may be intimated for supply of seeds.
17. The seeds will also be verified after arrival at designated go-down points by the OSSC in-charges before selling to the farmers
18. Any complaint receipt from field level regarding inferior quality of seeds, the supplier should be intimated over phone and the Private/ Co-operative seed producer Agencies will return back the same within seven days from receipt of complaint at his own cost.
19. The Private/ Co-operative seed producers are required to be accompanied with IT return/ Sales Tax No/PAN No/ Seed license.
20. The seed cost will be released to the Private/ Co-operative seed producer Agencies as per approved rate for Private/ Co-operative seed produce firms for Kharif/Rabi-2016-17 produce on FOR basis.
21. The OSSC will released the seed cost to the Private/ Co-operative seed producer Agencies in two phases i.e. 80% after receipt of credit bills duly stock entry certificate furnished by concerned designated godown in-charge and countersigned by concerned SPOs and 20% will be released after receipt of successful reports from State Seed Testing Laboratories or received of no objection certificates from concerned DDA along with SPO.
22. The amount of production subsidy will be passed on to the concerned Private/ Co-operative seed producer Agencies s through A/c payee cheques after received of funds from Govt for certain season and year.
23. The proposals received from the Private/ Co-operative seed producer Agencies at Head Office will be examined by an In-house committee under chairmanship of the Managing Director. The

committee will scrutinize the relevant papers received from the participants for selection and the agreement will be signed after issue of supply order from Head Office.

24. The qualifying Private/ Co-operative seed produce Agencies have to deposit security amount of Rs. 1,00,000.00 (Rupees one lakh) only in favour of "Managing Director, OSSC Ltd" payable at Bhubaneswar in shape of Bank Draft (interest free) before executing an agreement with OSSC Ltd or through its unit Officers (which will be intimated in ahead).
25. The OSSC Ltd is not bound to procure the total produce of the qualifying Private/ Co-operative seed produce Agencies.
26. An undertaking shall be produced by the firms stating the following along-with with the technical format.
 - a) The decision of the evaluation committee will be final and binding.
 - b) Private/ Co-operative seed produce Agencies will be liable for seed quality and binding with Seed Act.
 - c) If the seed quality is found to be defective or poor, the Private/ Co-operative seed produce Agencies will refund the cost of seeds and pay compensation as decided by the Committee constituted for this purpose or any court lodged by a farmer or locality as case may be.
28. Any deviation in the supply order and timely supply stringent legal action will be initiated. Any legal dispute shall be finalized in Bhubaneswar jurisdiction only.
29. The Private/ Co-operative seed produce Agencies will be empanelled for OSSC Ltd. The supply of seeds will be made to any district inside the state only on FOR basis.
30. The empanelment firms shall execute an agreement with the Corporation in non-judicial stamp paper of Rs. 100/-,(and the terms and conditions of which is at **Annexure-1**) within 15 days of receipt of communicate from OSSC Ltd.
31. The Managing Director, OSSC Ltd reserves the right to accept/ reject/ modify any or all Private/ Co-operative seed produce Agencies without assigning any reason thereof.

Dated:-

**Authorized Signatory of the
Private/ Co-operative seed producer Organization
(Seal)**

MEMORANDUM OF UNDERSTANDING WITH ORGANISERS/ PRIVATE SEED PRODUCERS/CO-OPERATIVE FIRMS FOR SUPPLY OF SEEDS TO OSSC LTD SANTARAPUR, BHUBANESWAR-751002 OUT OF KHARIF/RABI-2016-17 PRODUCE.

THIS memorandum of Understanding is executed this day i.e _____ 2017 between M/s Odisha State Seeds Corporation Ltd. a company under companies Act-1956, and having its Registered Office at Santarapur, Bhubaneswar-751002 (herein after called OSSC Ltd. the first party) through its Managing Director, represented by the **Seed Production Officer**, _____ (who and whose successors and assignees are hereafter called the OSSC Ltd) of the **First party**.

AND

Name the Organizer/ Producer/ Firm M/s _____ (who hereinafter called as **2nd Party** Organizer/Producer/Firms on the other part having their residence / registered Office At _____ PO:- _____ Dist _____ through its Proprietor / Managing partner/ Director, Sri/ Smt. _____.

WHEREAS, the Company OSSC Ltd (first party) required the Foundation/certified paddy/non-paddy seeds to fulfill the demand of the farmers in the State of Odisha has sought empanelment of the firms to supply the high yielding varieties of both paddy and non-paddy seeds and the Second party has agreed to make available the desired variety of paddy/non-paddy seeds for doing that on contract basis for season i.e. Kharif/Rabi-2017-18 as at **Annexure-1**

WHEREAS, M/s _____ has agreed to deliver Foundation/Certified paddy/non-paddy seeds out of Kharif/Rabi-2016-17 produce as per the terms and conditions specified herein under and at the price to be fixed for the firms by OSSC Ltd. on FOR basis.

WHEREAS, it is deemed expedient and necessary to define the terms and conditions for the purpose of this contract, the first party and the second party hereby agree as under.

TERMS AND CONDITIONS:

A. ROLE OF ORGANIZER/ PRODUCER/ FIRMS

1. The first party shall place indent with the second party, for requirement of Foundation and Certified stage-1 paddy/ non-paddy seeds for supply of the same to the designated godowns under the control of Seed Production Officer, Odisha State Seeds Corporation Ltd. on FOR basis.
2. The second party shall produce the details of seed production implemented inside the State of Odisha and Registration of area with the OSSOPCA along-with lift of growers and acreage will be submitted to the Seed Production Officer, Odisha State Seeds Corporation Ltd _____ unit as and when required by the first party
3. The contract is quantity & quality oriented, Registration of area from which the Seed Certification Agency (OSSOPCA). The Registration fee, Inspection, Seed Testing, Sampling and any other charges will be borne by the organizer/producer/Firms.
4. Seed processing and packing work is to be taken up by organizer/producer/ firms in their own seed processing units or in the seed processing plants approved by OSSOPCA at their own cost.
5. The Original producer or their authorized representative (second party) will be responsible for the supply of fresh Foundation/ Certified seeds of varieties grown in Odisha has agreed and will make available the foundation/certified seeds of those varieties as shall be available from inside Odisha produce of freshly harvested season (Kharf- /Rabi-)only.
6. The guarantee of laboratory standards like physical purity, germination, ODV and moisture % would be given by the Second Party. In case of any complaint, the second party would be responsible for making good the losses to the farmers and/ or to the Company (OSSC Ltd) the copies of the STL Report along with Section-IX certificate will also be submitted to the First party along with consignment.
7. The seed supplied should meet the standards of Minimum Seed Certification Standard (MSCS) and should be treated with seed testing chemicals.
8. Even if the seeds meet the certification standards OSSC Ltd reserves the right to reject the stock if the lot or part thereof are discoloured, lacking luster or on the grounds of admixture found.
9. The OSSC Ltd reserves the right no to pay for stocks non grown in Odisha.
10. The second party should have valid seed license to supply the seeds to the First party.

B. ROLE OF OSSC LTD & OSSOPCA.

1. The Seed Storage godowns from where the tagged seeds are to be supplied will inspected by the Seed Production Officer and other members consisting of representative of OSSOPCA and DDA officials/Seed inspector prior to the delivery of seeds from the said godown. The storage seed godown shall be opened for inspection by seed Inspector or other officials as above at any time prior intimation to 2nd party.
2. The second party shall arrange HDPE 20Kg capacity bags and seed treating chemicals for supply to the first party.
3. The second party will ensure insurance coverage against fire, theft, natural calamities and burglary at their own cost for seeds stored in their godown.
4. The seed producer/Firms will be solely responsible for the correct weighment to the seed containers and in case of shortage found in the containers/packed bags the producer shall be responsible for the legal consequences of weights and measures department and loses if any.

C. RATE

1. Procurement price for EOI empanelled (MOU) firms (including HDPE bags and seed treating chemicals) FOR destination.

Sl. NO	Category of seeds	Approved procurement price for Kharif-2016 produce for supply to OSSC Ltd FOR destination		Approved procurement price for Rabi-2016-17 produce for supply to OSSC Ltd FOR destination	
		Foundation	Certified	Foundation	Certified
1	2	3	4	5	6

N.B:- ***The procurement price shall be fixed by the corporation and that the same shall be calculated per quintal i.e (OSSC Growers price + service charges as recommended by the Pricing Committee of the OSSC Ltd) for paddy and non-paddy seeds***

2. The rate so fixed for fresh certified and foundation seeds is inclusive of all taxes whatever being levied by the Central/ State Govt. including Octroi and Market cess etc.

D. QUALITY

1. The seeds must meet minimum seed standards as per Seed Act-1966 and should be free from any kind of infection/diseases.
2. Even if the seeds meet the certification standards, OSSC Ltd reserves the right to reject the stock if it is rain touched, lacking of luster and on the grounds of admixture found in the godown by the supervising staff of OSSC or on such similar grounds.

3. The guarantee of laboratory standard should be given by the second party.
4. The details of lot numbers of the seeds along with the SSTL report, Section-9 certificate will be dispatched by original producer or their authorized representative (second party) to be specified destination godown points as specified by the First party.

E. PAYMENT

1. 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.
2. The Corporation's Head Office at Santarapur (First Party) shall release as amount equal to 80% of the cost of seeds received in shape of A/c payee cheque/ Bank Draft/ RTGS within one month after receipt of Original Bills duly stock entered.
3. Balance 20% of the seed cost of seeds will be released:-
 - a) On receipt of satisfactory field report on utilization of seeds and test reports from Seed testing laboratories. In case of any morphological variation on low germination on said lots, the 2nd party shall be solely responsible for taking back the seeds at their own cost and arrangement and also for any surplus left over stock seeds on the said lots.
 - b) The value of the said seed lots shall be deducted from the balance claim of the 2nd party.
4. 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/Government.
5. Any request for revision of rates for supply of seeds shall not be considered by th First party during the contract period of supply.

F. PENALTY

1. The Seed Producer/Firms will be solely responsible for the quality of seeds produced and complaints if any received at the field level and any legal consequences thereof including that of compensation payment as may be decided by any authority of Consumer Courts of other Court of law or Govt.
2. No supply would be made after the agreed cutoff date i.e _____ (as per the date mentioned in the supply order) for Kharif-2017 and Rabi-2017-18 unless the First party communicates to the Second party the extension of date.

G. DELIVERY OF SEEDS.

1. The seed shall be dispatched by the Second party before the cutoff date mentioned above. The transit time will be included the cutoff date. The First party will deliver the required quantity of seeds FOR destination basis.
2. While supplying the seeds, the details of variety, Lot No. and quantity should be clearly indicated in the challan and invoices.

3. The unloading charges are to be borne by the First party.
4. In case the seed lots (whole or part thereof) supplied by the 2nd party remains unutilized by the 1st party and lying in the godowns of OSSC Ltd confirmation in writing is to be given to the 2nd party by the 1st party within after end of season. It shall be the responsibility of the 2nd party to lift the said seed lots at their own arrangement and OSSC Ltd (1st party) will not held responsible for any deterioration.

H. RESOLUTION OF DISPUTE

1. In the event of any dispute/difference whatsoever arising between the parties relating to or arising out of the contract, the parties shall endeavor to resolve such dispute mutually.
2. In witness thereof the parties named above have put their seal and signature on this agreement at _____ SPO, Unit 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 Second Party with seal

Signature of First party with seal

Name

Name

Address

Address

Designation

Designation

Witness

Witness

1.

1.

2.

2.

Signature of Second party with seal

Signature of First Party with seal

EMPANELMENT FORMS

To

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

Sub:- Empanelment of the firms and willingness to supply Foundation/certified seeds of paddy and non-paddy seeds during Kharif-2017.

A. Paddy seeds

Sl. No	Crop	Variety	Class	Available Qty. in Qtl.	Lot No	Location of godown	Season of produce	Time of supply
1	2	3	4	5	6	7	8	9

B. Non-Paddy seeds

Sl. No	Crop	Variety	Class	Available Qty. in Qtl.	Lot No	Location of godown	Season of produce	Time of supply
1	2	3	4	5	6	7	8	9

Signature of the authorized
Person of the 2nd Party
(With seal)

N:B:- Additional sheet in the prescribed proforma may be inserted in Technical format.