



ODISHA STATE SEEDS CORPORATION LIMITED

(A GOVERNMENT UNDERTAKING)

SANTARAPUR, BHUBANESWAR-751002

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

Adv. No. PDN-01/2023

Dated.29.05.2023

Expression of Interest for Selection of Agency for undertaking production activities of OSSC Farms on outsourcing basis.

Odisha State Seeds Corporation Ltd. (OSSC) invites Expression of Interest from reliable Individuals/Organizations/Agencies for undertaking the Production activities of Agricultural farms of the Corporation at **Bargarh, Barpali, Parmanpur, Barikel of Bargarh District & Babanpur of Ganjam, District** on outsourcing basis. The last date of receipt of EOI through Speed Post/Registered Post is up to **5.00 P.M.** on dt. **08.06.2023** and will be opened on **dt.09.06.2023 at 03.30PM**. The EOI document can be downloaded from the website of OSSC Ltd. i.e. **www.osscltd.in**.

Sd/-(B.K. Nayak)
Managing Director



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EXPRESSION OF INTEREST FOR SELECTION OF AGENCY FOR UNDERTAKING PRODUCTION ACTIVITIES IF FARMS OF OSSC LTD ON OUTSOURCING BASIS FOR PERIOD OF 3 YEARS i.e FROM KHARIF-2023-24 TO 2025-26 (from kharif-2023 onwards).

Odisha State Seeds Corporation Ltd., (OSSC) invites applications from the Resourceful/ Reliable/ Individuals/ Organizations/ Firms/ Agencies and Company for selection of firms having adequate experience on Seed Production and marketing activities for farming for different Cereal, Pulse and Oil seeds for multiplication from Breeder to Foundation and Foundation to Certified in different farms of OSSC Ltd.

1. Applying against Expression of Interest (EOI) does not automatically give the right to empanelment/ registration.
2. OSSC reserves the right to reject or accept any application received against EOI without assigning any reason.
3. Application received with incomplete/partial information or without supporting documents shall be rejected.
4. Application of a company/ firm that has been black listed by the Govt. of India/other PSUs/ any Ministry/ Agency of Govt. of India/ Any Department of Govt. of Odisha and /or any other Deptts./ PSU of other States shall be rejected.
5. Validity of the Empanelment is initially for three years (2023-24 to 2025-26) as per the OSSC's terms & condition incorporated in this document. However, a performance appraisal shall be conducted at the end of a pair of season i.e. Kharif and subsequent Rabi season and extension shall be granted for subsequent year based on performance.
6. OSSC reserves the right to call for original documents and or any additional information/documents from any applicant.
7. The applicants must have experiences in farming of different high yielding varieties of Certified Seeds of paddy, Oil Seeds, Pulses, Vegetable Seeds etc. in any Government/Semi Government/ PSU and all supporting Documents/ papers are to be attached.
8. EOI document shall only be downloaded from the website of OSSC Ltd. i.e. www.osscltd.in from 31.05.2023.
9. Running of operational maintenance expenses is to be borne by the Agency.

10. The required Breeder and Foundation seed for multiplication is to be lifted by the Agency from OSSC on deposit of seed cost and take up only seed multiplication programme of OSSC as per OSSC terms & condition. The selected agency shall not take up any other crop except seed multiplication programme without the knowledge of OSSC. In case of non-availability of the required Breeder/Foundation seeds with OSSC, the Agency may arrange the same from other reliable sources with the consent of OSSC..
11. 25% of share as per actual yield or minimum guaranteed yield of 30quintals/per hectare processed and tagged seeds whichever is higher shall be handed over to OSSC Ltd, towards premium. In case of production of non paddy seeds, 25% share of actual yield shall be handed over to OSSC.
12. Rest 75% shall be procured by OSSC as per growers approved rate and processing charge as applicable for OSSC grower shall be paid by the Agency. Payment shall be released on receipt of bills duly stock entered by the concerned Zonal Manager of OSSC Ltd, as per the procedure for OSSC seed growers i.e. initial and final payment for paddy seeds and one-time payment for non-paddy seeds.
13. Modification in the information already furnished by the applicant will not be permitted after the EOI is opened.
14. Canvassing in any form is strictly prohibited and in the event any applicant is resorting to such practice, his EOI will be liable for rejection.
15. EOI papers will be accepted by Speed Post/Registered Post only up to 5.00PM of 08.06.2023.
16. The Empanelled firms/Agency/Company shall execute a contract farming Agreement for undertaking production programme on outsource basis with OSSC for smooth execution of the contract.
17. The cost of EOI paper is Rs. 1000/- + (12%) GST i.e. Rs. 1120.00 (Rupees One thousand one hundred twenty) only. The EOI documents shall be down loaded from the website of ossc ltd i.e. www.osscltd.in and the filled in EOI shall be submitted along with the required documents and cost of EOI paper of Rs. 1120.00 in shape of Demand Draft on any Nationalised/Scheduled Bank favouring Managing Director, OSSC Ltd., Samantarapur, Bhubaneswar, payable at Bhubaneswar. The EOI document shall be available in the website of OSSC Ltd from 31.05.2023 to 08.06.2023.
18. EOI shall be submitted by individual firms /Company only and no joint venture/ consortium is allowed to apply.
19. The Agency presently undertaking the seed production activities in OSSC farms are not allowed to participate in the EOI floated by the Corporation for selection of Agencies to undertake the production activities in OSSC farms on outsourcing basis.
20. The Agencies intending to participate in the present EOI can submit their offer for more than one farm. However the same shall be restricted to maximum of three farms. In such cases the EMD for each farm shall be submitted separately for consideration of their offer at the time of selection of EOI.

21. In case it is found during the course of evaluation that two or more number of agencies participated for a single location of SEED farm, the selection of agency shall be made based upon the aggregate quintals of seed production undertaken during the last three years as per report of OSSOPCA.
22. The applicants are requested to submit the documents as mentioned in check list with the EOI papers failing which the EOI shall be liable to be rejected.

DOCUMENTS TO BE ATTACHED

The interested applicants should submit his/her application with the Self attested copies of following documents in the sealed envelope within schedule date and time failing which the application or EOI shall be liable to be rejected.

Sl. No	Particulars	Page No.
1.	Interest free Earnest Money (E.M.) of Rs. 1,00,000.00 (Rupees One lakh) only in the form of Bank Draft to be drawn from any Nationalized/Scheduled Bank favouring of the Managing Director, Odisha State Seeds Corporation Limited payable at Bhubaneswar.	
2	Cost of application form of Rs. 1120/- (including 12% GST) in shape of Demand Draft.	
3	Documentary evidence showing the experience in seed production/supply for last three years (Inside the State and outside the State)	
4	Notarized affidavit mentioning that the Company/ Agency / Individual firms is not black listed/ debarred by any Central/ State Govt. of Central/ State Agencies/PSUs etc.	
5	Registration with OSSOPCA or any certification Agency should be submitted	
6	PAN No	
7	GST No.	
8	Seed License	

Note:- (All above aforesaid Documents/ Papers are be marked page wise positively)

23. The applicant shall furnish an undertaking in support of their claim and information/ documents submitted. If anything found false in course of verification at any point of time and or after approval of the enlisted firms shall be black listed and debarred from future transactions with Odisha State Seeds Corporation Limited and also liable for payment/ compensation any loss arise due to false undertaking.
24. The EOI documents duly completed in all respect and duly signed by the authorized persons along with photocopy of required documents and empanelment fee is to be received at OSSC Ltd address within **dt.08.06.2023 up to 5.00PM** through Seed Post/ Courier and the same will be opened on dt. **09.06.2023 at 3.30PM** in presence of the applicants or their authorized representatives.
25. Each page of EOI documents as well as corrigendum, if any must be signed with date and seal failing which the application shall be liable to be rejected.

26. EOI received with incomplete / partial information and or without supporting documents shall be liable to be rejected at the discretion of the EOI inviting authority.
27. No variation in clauses will be allowed during the validity of the EOI unless mutually agreed upon.
28. All the application would be evaluated by OSSC for empanelment looking to previous experience.
29. OSSC is not bound contractually or in any other way to any applicant (s) to this Expression of Interest. OSSC is not liable for costs of compensation in relation to the consideration of this Expression of Interest, incurred by the applicant (s) to this Expression of Interest whether or not OSSC terminates, varies or suspends the Expression of Interest process or takes any other action permitted under this Expression of Interest.

TERMS AND CONDITION FOR LETTING OUT FARMS OF OSSC LTD.

1. That one MoU will be signed on selection of appropriate firm for taking of seed multiplication programme of OSSC on 25.00 Acres at Barikel, , 44 Acres at Babanpur Farm , 15 Acres at Baragarh, 60 Acres at Paramanpur and 75 Acres at Barpali for 3 (three) years commencing from date of execution the MoU for the purpose mentioned below on yearly renewal basis. However performance appraisal Shall be done every year on the basis of which permission shall be given for next year seed multiplication programme.
2. That the farm in question will be allowed to utilize to the selected firm/ Individual exclusively for seed production programme and development of required infrastructure for the said purpose. However, said development shall be taken up by the firm with the permission granted from OSSC.
3. That the land in question in no case shall be transferred/mortgaged/ subjected for other purpose by the firm and the annual revenue charges shall be borne by OSSC and other charges like water rent/irrigation charges shall be borne by the Agency/Firm/Individuals/Organisation.
4. That all type of expenditure towards seed production programme shall be borne by the selected firm including bringing the unprocessed seed to the nearest processing plant.
5. That year wise seed production programme shall be made by the firm in consultation with OSSC Ltd.
6. That the parties are free to exit out of the present MoU by giving other side a notice of six months in writing and shall have the right of auction, dispose off or otherwise sell the machineries. Implements and infrastructure installed by the firm at its own cost on the said land or in the event of leaving the land upon completion of the tenure.
7. OSSC Ltd shall work out a seed production plan with the firm for years to years in advance. The arrangement for Breeder/Foundation seed will be made available by OSSC and it will be the responsibility of the selected firms to register the intending crop under production programme with OSSOPCA.
8. The cost of Breeder Seed and Foundation Seed including transportation from the Zonal office to the farms, loading and unloading will be borne by the selected firm. In the event

the breeder seed is required to be lifted from outside the state it will be responsibility of OSSC and expenditure on this will be borne by the Agency.

9. Cost of manure, fertilizer and pesticides which will be required to be administered for the crop, the cost of the same will be borne by the intending firms including watch & ward charges.
10. The selected firm has to deposit Rs. 5000.00 per acre with OSSC towards production charges prior to execution of MoU. The selected firm shall handover the produce to the corporation as per crop cutting figure or minimum guaranteed produce i.e 30 quintals per hector processed and Tagged seeds whichever is higher. In case the output is below than the above specified one OSSC reserve the right to deduct the differential amount from the receivable of the firm. In case the seeds failed in laboratory test, the firm has to lift back the failed seeds on payment of processing charges, cost of packing material, Sampling charges and OSSC share of minimum Q. 7.50 per Hecate calculated at the price fixed for OSSC growers on passed seeds for that season at this own cost and arrangement and the amount so calculated shall be deducted from the dues of the firm.
11. On request of the firm, the EMD amount of Rs. 1,00,000.00 shall be converted towards part of production charges. In case the calculated production charges is less than the EMD amount then the balance amount shall be refunded.
12. OSSC will purchase the seeds produced out of the seed production programme as per the procurement price of different seed approved for OSSC Growers. The quality of the seeds shall be the responsibility of the firm. In case of any quality complain received and it is established, the firm has to bear the compensation as per the decision of the Court, Consumer Forum or any other Court and the same shall be recovered from security deposit/receivables of the Firm/Agency..
13. The seed certification as per the Seed Act/ Policy shall be conducted by the Odisha State Seed & Organic Products Certification Agency of the Government of Odisha.
14. The Seed processing testing and packing shall be done as per the time schedule to be decided by the Seed Certification Authorities of State Government.
15. The second party shall not construct any permanent structure in the agricultural farm site without the knowledge of the First Party, the agency shall take over and maintain the existing permanent structure till continuance of the production activities and shall hand over the same upon termination of the contract.
16. The Second party shall not avail any loan from any formal, informal including private personnel by way of mortgage or on lease basis or by way of sub-letting the Agricultural Farm for undertaking of such production.
17. The Second party shall take utmost precaution and will keep the campus clean at his own cost.
18. The Second party shall protect the existing structure situated in the agricultural farm of the Corporation without any damages to the same.

19. Both the Authority and the EOI holder agree that all dispute and difference arising out of or any matter touching the terms and conditions of this Agreement what-so-ever shall be referred to the Managing Director, OSSC Ltd whose decision shall be final and binding to both the parties.

Managing Director

APPLICATION UNDER EXPRESSION OF INTEREST

Ref. No

Dated.

1. Name of Applicant:-

2. Address
3. Contact details (a) Mobile No.
 (b) Land Line No.
 (c) Name
4. Whether the applicant has been blacklisted by the Govt. of India/ other PSUs/ Any Ministry/ Agency of Govt of India/ any Department of Govt. of Odisha and or any other deptts./ PSUs of other States, please state in details. An affidavit in this regard shall be submitted in non-judicial stamp paper of Rs. 10/-.
5. PAN No
6. GST No.
7. Applicant must have attached all documents/ required papers (self attested) as mentioned in the Form and Check-list mentioned in Clause no 22.
8. EMD Rs. 1,00,000/- (Rupees one lakh) in the form of the Bank Draft bearing No _____ dated _____ is enclosed.
9. Cost of EOI Rs. 1120.00 in shape of DD No. _____ dt. _____
10. Technical Manpower available for seed production _____
.
- I/we accept the terms and conditions of EOI bearing No. _____ dated. _____
11. Willingness of the Agency for OSSC Agril. Farm located at _____

Dated. _____

Full Signature with office seal of the Applicant

MEMORANDUM OF UNDERSTANDING WITH ORGANISERS/ PRIVATE SEED PRODUCERS/CO-OPERATIVE FIRMS FOR PRODUCTION & SUPPLY OF SEEDS TO OSSC LTD SANTARAPUR, BHUBANESWAR-751002 FOR THREE YEAR FROM 2023-24 TO 2025-26.

THIS memorandum of Understanding is executed on this day i.e. _____ 2023 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 **Zonal Manager**, _____ (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 produce & 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 as at **Annexure- V**.

WHEREAS, M/s _____ has agreed to deliver Foundation/Certified paddy/non-paddy seeds out of Kharif/Rabi 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 Zonal Managers, 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 list of growers and acreage will be submitted to the Zonal Manager, Odisha State Seeds Corporation Ltd _____ unit as and when required by the first party.
3. The contract is quantity & quality oriented and Registration of area with 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 treating 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 discolored, lacking luster or on the grounds of admixture found or poor quality.
9. The OSSC Ltd reserves the right not to pay the cost of seeds not grown inside 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 be inspected by the Zonal Manager 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 on prior intimation to 2nd party.
2. The second party shall arrange HDPE 20Kg capacity bags and seed treating chemicals as per their requirement.
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 losses 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 ----- produce for supply to OSSC Ltd FOR destination		Approved procurement price for Rabi ----- 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 Rs 400.00 per quintal for paddy and Rs. 600/- per quintal for 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 or on grounds of poor quality.
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 an 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/ receipt of no complaint certificate from CDAO or Zonal Manager. 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 the First party during the contract period of supply.
6. The 2nd. Party shall furnish the check list for final settlement of seed cost dues of their firms at Annexure-IV.

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 or 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 and Rabi 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 2nd. party shall deliver the required quantity of seeds on 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 Loading and unloading charges shall be borne by the 2nd. 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 after end of the 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 of quality. No payment shall be released for the unsold seeds.

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 _____ Zone 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

Address

Designation

Witness

1.

2.

Signature of Second party with seal

Name

Address

Designation

Witness

1.

2.

Signature of First Party with seal