



NCCF
BHUBANESWAR

NCCF/BBSR/TENDER/2025-26/264

Date: 31.07.2025



**International Year
of Cooperatives**
Cooperatives Build a Better World

SHORT TENDER NOTICE

NCCF Bhubaneswar Branch invites Bids from eligible and qualified Empanelled/ Non-Empanelled Business Associates of NCCF for Procurement of Dragon Fruit Planting materials (stem cutting) for the Year-2025-26 to Odisha State Seeds Corporation Ltd. Bids are invited from Producer/Licensed dealing with Horticulture Planting materials.

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

Cost of EMD: - Rs.1,00,000/- (In case of Govt. agency, the EMD as well as SD will be exempted)

Bank account details for deposit of Tender Documents fee and EMD

Name of the Account holder: - NCCF OF INDIA LTD.

A/c No: -04700210002575

Bank/Branch/IFSC Code: - UCO bank/ Bapuji Nagar, Bhubaneswar/UCBA0000470

1. Last Date and Time of Tender Submission- 11.08.2025 at 1.00PM
2. Date and Time of Tender Opening- 11.08.2025 at 2.00 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. All terms, conditions, eligibility criteria, quality parameters, supply and payment timelines, and penalty clauses mentioned in OSSC Tender No. OSSC/ Mktg (Hort)-39/2025 (Annexure-I) shall form an integral part of this tender and be binding on the successful bidder.
3. NCCF reserves the right to coordinate with OSSC or Directorate of Horticulture to conduct field inspections, source verifications, or third-party quality tests before and after supply. All costs for such verifications shall be borne by the supplier.
4. Bidder shall submit a self-declaration that it has not been blacklisted by any Central/State Govt. body nor has any pending litigation.

5. Terms and conditions would remain same as mentioned in the tender of Odisha State Seeds Corporation Ltd.
6. Selection of bidder will be made on the basis of maximum margin offered for NCCF and lowest rate quoted.
7. Rate of the items should be submitted as per format enclosed in tender schedule.
8. 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.
9. 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.
10. 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.
11. 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.
However, non-empanelled bidders may participate, provided they submit valid nursery and seed production certifications and meet OSSC's eligibility criteria. Final procurement shall be aligned with OSSC's rate contract and quality parameters to ensure acceptance of supplies.
12. **NCCF reserves the right to cancel or amend this tender in alignment with OSSC's procurement decisions. Any such changes shall be communicated to all bidders accordingly.**
13. If OSSC rejects supplies due to non-compliance, the concerned business associate shall be solely responsible for any penalties or losses incurred.
14. The bidder shall submit the declarations and abide the Central Vigilance Commission (CVC) guideline and General Financial Rules (GFRs).
15. 80% payment will be released post submission of signed challan and proper invoice, along with all relevant and material documents. Balance 20% will be released post-field verification or upon no field complaint within 60 days, as per OSSC terms.

The vendor must start supply within 7 days from the date of supply order and complete delivery within the time specified by OSSC.

16. In case OSSC withholds or rejects payment/supplies due to any fault of the vendor, NCCF shall not bear any financial responsibility. The vendor shall be liable to compensate NCCF for any penalty, loss, or legal expense arising due to non-compliance by the supplier/ vendor with OSSC's terms.
17. If a vendor is blacklisted by OSSC for non-performance or quality issues, NCCF shall simultaneously blacklist the vendor and bar them from all future tenders.
18. The bidder hereby agrees and confirms that all clauses, specifications, timelines, and obligations mentioned in OSSC tender document OSSC/ Mktg (Hort)-39/2025, including corrigenda if any, shall be binding and are deemed to be a part of this tender. In case of contradiction, OSSC tender terms shall prevail.
19. NCCF's role is limited to facilitating procurement. In case OSSC does not select NCCF as a supplier, financial liability for the procurement shall rest with the respective business associates as per back-to-back agreements.
20. All financial liabilities, including penalties for non-compliance with OSSC's tender conditions, shall be borne by the respective suppliers. NCCF shall not be held liable for rejections due to non-compliance with OSSC standards.
21. NCCF is acting as a procurement facilitator and is participating in OSSC's tender under a back-to-back arrangement. This does not create a conflict of interest as all transactions are conducted transparently in compliance with CVC guidelines. Distribution of 40% tendered quantity to non-L1 bidders will only be considered if they meet the same eligibility and quality criteria as OSSC's tender requirements.

Penalty Clause:

- a. Except due to Force Majeure event, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable towards imposition of penalty as below, the first party shall be entitled to
 - i Arrange the unsupplied quantity from the other producing Agencies at the risk and cost of the second Party.
 - ii Impose a penalty up to 10% on the 2nd Party for the unsupplied quantity.
- b. In no case revalidated stock will be received by the farmers. In the event of such stock is transported to the receiving point of BLOCK by the supplier and it happens so that it is being rejected by personnel of DDH/ADH, the supplier will have to take back the same at his/ her own

expenses & arrangement. In such a case described above, the supplier cannot claim the transportation cost and other ancillary expenses up to receiving point of BLOCK.

c. In case the participating supplier fails to supply the agreed quantity of Dragon Fruit Planting materials (stem cutting) 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 planting material in time.

d. In case of any complaint is received from the field in respect of the Dragon Fruit Planting materials (stem cutting) supplied, the supplier (second party) would be liable to pay compensation as per the claims/ decision of the Consumer Court/ other Courts/ Govt.

e. The supplier shall not be liable for forfeiture of its performance security, Penalty or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

f. Any delay in supply of the goods by the supplier beyond the sowing season, even if due to Force Majeure conditions, shall not be acceptable to the purchaser and in such circumstances the contract shall be terminated without any penalty and without any compensation to the supplier.

g. For purposes of this Clause, "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, road blockade due to "bandh", fires, floods, epidemics, and quarantine restrictions.

h. Penalty Clause (a) & (e) shall not be applicable in case the second party proves to the first party beyond doubt for the area and quantity agreed to the first party that it has suffered due to natural calamities like flood, cyclone, earthquake, heavy rainfall, drought etc with authentic proof of Government Department, then the first party may waive out the penalty but it shall be at the sole discretion of the first party.

i. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within a period of 15 days from such a situation arising. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under Signature of the Tenderer 13 the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

j. In case the supplier fails to supply the seed/planting material to the destination point or did not adhere to the time schedule the Corporation shall debar the firm from future participation in the

tender process for a minimum period of 5 years in addition to suing the firm under section 73 of the Contract Act for breach of term and conditions of the Agreement.

Dispute Resolution: -

- Legal Jurisdiction: All disputes fall under the jurisdiction of Bhubaneswar, Odisha.
- This Agreement/Tender is governed by the substantive laws of India. If any claim(s), dispute(s) or difference(s) of any kind or nature whatsoever, arises between the parties hereto out of or in connection with the construction, interpretation, effect and implication of any provision of this Agreement/Tender and/or the performance of any obligations whatsoever under this Agreement/Tender, including the rights or liabilities of the Parties, or any claim or demand of any party against the other, or in regard to any other matter under the Agreement/Tender, the party shall intimate the same to the other party by giving a written notice ("Dispute Notice") to the other party containing the description of the claim/dispute/difference and the grounds for the same. Both the parties promptly, mutually and in good faith, shall endeavour and make all efforts to amicably settle the dispute within 30 days of the receipt of the Dispute Notice by the other party.
- If the Parties fail to reach an amicable resolution of the dispute within a period of thirty (30) days from the Date of receipt of the Dispute Notice, either Party to the Dispute may thereafter within fifteen days, issue a notice invoking arbitration ("Arbitration Notice"), to the other party in writing. The Dispute shall be resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996, or any statutory amendments/modification thereof. The Arbitration Tribunal shall consist of sole arbitrator to be appointed mutually by the PARTIES. In the event the parties fail to mutually appoint the arbitrator within a period of thirty days after the receipt of Arbitration Notice, the appointment of the arbitrator, as the case may be, shall be made in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- The Arbitration Proceedings shall be held in English Language, and the seat of the arbitration shall be Bhubaneswar, Odisha. The venue of the arbitration proceedings shall be Bhubaneswar, Odisha, unless otherwise agreed between the parties. The courts at Bhubaneswar, Odisha shall have the exclusive jurisdiction over any disputes relating to the subject matter of this Agreement/ Tender.

- The Award passed by the Arbitral Tribunal, pursuant to this clause, shall be reasoned and in writing. The Award shall be final and conclusive and binding upon the parties.

Back to Back Clause:-

- The bidder acknowledges and agrees that NCCF is participating in the procurement process as a facilitator on behalf of OSSC under a back-to-back supply arrangement. All payments due to the successful bidder shall be released by NCCF strictly on a back-to-back basis, i.e., only upon receipt of corresponding payments from OSSC for the supplies made.
- NCCF shall not be held responsible for any delay, deduction, withholding, or rejection of payment by OSSC for any reason whatsoever, including but not limited to quality issues, verification delays, complaints from the field, or administrative reasons. The supplier shall bear the risk and consequences of such delays or rejections by OSSC.
- In the event OSSC withholds or rejects part or whole of the payment due to any fault, deficiency, or non-compliance by the supplier, NCCF reserves the right to Withhold such amount from the supplier's dues; Recover the withheld amount already paid (if any) along with applicable interest; Impose penalties or blacklist the supplier as per the terms of the tender; Pass on any legal, financial, or administrative consequences arising out of the supplier's default or non-compliance.
- Suppliers are advised to maintain strict adherence to quality, delivery timelines, documentation, and coordination with the designated OSSC officers to avoid any rejection or delay in payment. NCCF shall provide the supplier with supporting documentation or communication received from OSSC regarding any such rejections or deductions.

Indemnity Clause:-

The supplier shall indemnify and hold NCCF harmless from any financial, legal, or reputational loss arising due to its default, non-compliance, or rejection of goods/services by OSSC. The supplier agrees to bear any penalty or loss imposed on NCCF by OSSC due to such default.


Branch Manager

Encl: Copy of tender document.

शाखा प्रबंधक / BRANCH MANAGER
भारतीय राष्ट्रीय उपभोक्ता सहकारी संघ मर्यादित
NATIONAL CO-OPERATIVE CONSUMER'S
FEDERATION OF INDIA LIMITED
BHUBANESWAR BRANCH

**E-TENDER DOCUMENT
FOR
PROCUREMENT OF DRAGON FRUIT
PLANTING MATERIALS FOR
THE YEAR 2025-26**



ODISHA STATE SEEDSS CORPORATION LTD

(A GOVERNMENT UNDERTAKING)
SANTARAPUR, BHUBANESWAR- 751002.
Tel-MD 0674- 2340573, Fax-2340096, E-Mail-mdosscltd456@gmail.com
Web:-www.osscltd.in



ODISHA STATE SEEDSS CORPORATION LIMITED
(A GOVERNMENT UNDERTAKING)
SANTARAPUR, BHUBANESWAR - 751002.
Tel – MD 0674-2340573, E-mail- mdosscltd456@gmail.com

NIT No. OSSC/ Mktg (Hort)-39/2025

**e-Tender Call Notice for Procurement of Dragon Fruit
Planting Materials (Stem Cuttings) for the Year-2025-26**

OSSC Ltd. invites e-Tender from Producers/Licensed Supplier only on item wise rate contract basis for Procurement of Dragon Fruit Planting Materials (Stem cutting) for the Year-2025-26 in double cover system through online mode only for the work below.

Name of the work	Purchase of Dragon Fruit Planting Materials (Stem cutting) for the Year 2025-26.
No of work	One
Availability of bid documents in portal	15 hours on dt.22.07.2025 to 17 hours of dt.11.08.2025
Last date of receipt of tender in portal	17 hours of dt.11.08.2025
Date and time opening of Bid	10.30 hours of dt.12.08.2025

The detailed descriptions of crops, varieties, quantity, parameters, terms and conditions and other details of tender specified in the tender schedule would be made available in the e-Tender portal www.tendersodisha.gov.in. Any addendum/ corrigendum/ cancellation can also be seen in the said website.

Sd/-
Managing Director
OSSC Ltd.

1. GENERAL INFORMATION OF THE TENDERERS

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./Mobile No./Telex/Fax No/ Email.:	
E. Bank Accounts Details i. Name of the Accounts 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.	

2. REQUIREMENT OF DRAGON FRUIT PLANTING MATERIALS (STEM CUTTING) FOR THE YEAR 2025-26 FOR UTILIZATION UNDER DIFFERENT CENTRALLY SPONSORED AND STATE SECTOR SCHEMES IMPLEMENTED BY DIRECTORE OF HORTICULTURE.

TABLE-1

S I .	Crop	Total requirement (in Nos)	Variety	Minimum Quantity to be offered by the tenderer @1/4 th of the total requirement in Nos.
1	2	3	4	5
1	DRAGON FRUIT PLANTING MATERIAL (STEM CUTTING)	1,00,000	Red (Pink) fleshed suitable for agro- climatic condition of Odisha.	25,000

3. MINIMUM QUALITY FOR OFFER-

- i. Tenderers are required to submit offer for the quantity not less than minimum Quantity as specified in the 'Notice Inviting the Tenders ' (NIT) i.e table 1 at point no-5*
- ii. Tender may be summarily rejected if the quantity offered by the bidder is less than the minimum quantity as specified in the NIT at table 1 at point no-5*
- iii. At the time of placing of the Purchase order the quantity mentioned in the tender document may vary up to +25%.*

4. OBJECTIVE AND SCOPE OF WORK

- I. Scope of work includes an indicative list of works which the selected Dragon fruit planting material supplying agency would be subjected to during the year 2025-26 for supply of Dragon fruit planting material to the various DDH/ADH ranges as per the supply order issued by the Corporation.
- II. The variety of Dragon fruit planting materials must be distinct identical genetic, uniform and stable and most suitable for cultivation in Odisha.
- III. Dragon fruit planting materials must be disease and virus free by being maintained the aseptic condition in the production field.
- IV. Dragon fruit planting materials must be genetically pure, sound in morphological and physical characters.
- V. The Dragon fruit planting materials supplying agency would be required to provide offered variety as required by the state as incorporated in the tender schedule.
- VI. The Dragon fruit planting materials supplying agency would be required to provide quality material as per the direction of the department in the State of Odisha.

5.

Table-II

QUANTITY OFFERED FOR DRAGON FRUIT PLANTING MATERIALS

Sl. No.	Crop	Variety	Total requirement (in Nos.)	Quantity Offered (in nos.)	Location of the Stock.	Time period of supply
1	2	3	4	5	6	7
1	DRAGON FRUIT PLANTING MATERIALS (STEM CUTTING)	Red (Pink) fleshed	1,00,000			

NB:-

Tenderer (s) are required to submit the filled up form in a separate sheet if required with due signature and seal and upload the same along-with other documents as required for uploading technical bid of this tender, failing which the tender will be treated as incomplete and will not be considered for further evaluation.

Signature of the Tenderer

5

Table-III

**6. Additional information as sought at Clause 8 (c) in the format detailed below
(For last two years i.e 2023-24 and 2024-25)**

Sl. No.	Name of the organization	Order No. & Date	Crop	Variety	Ordered Qty. in nos.	Actual Qty. supplied in nos.	Quality complaints if any in nos.

NB

- i) The order shall be placed to the L1 bidder(s) on getting indent from the Director of Horticulture Bhubaneswar.
- ii) The bidder shall start the supply within 7 days from the date of issue of supply order in order to complete the supply within the cut-off date.
- iii) The offer price shall not be revised and that the same shall be treated as final price till completion of the season.
- v) Quantity of Dragon fruit planting materials to be supplied may be increased or decreased as per requirement.
- vi) The offer price per nos only must be quoted for FOR BLOCK destination as per supply order in BOQ inclusive of all taxes.
- vii) OSSC may increase/decrease the final requirement of Dragon fruits planting materials' advertised in the tender. The increase/decrease may not exceed 25% of the quantity.

Signature of the Tenderer

7. QUALITY PARAMETERS OF DRAGON FRUIT PLANTING MATERIALS

The planting materials should be healthy and confirm the planting material standard & the cuttings should be taken from elite mother plants after the fruiting season. The cuttings should be 20-25 cm long.

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

- a. The cost of tender paper is to be deposited in the Bank Account through e-Transfer Mode Only as applicable. The scan copy of the deposit slip shall be uploaded.
- b. The cost of EMD is to be deposited in the Bank Account through e-Transfer Mode Only as applicable. The scan copy of the deposit slip shall be uploaded. **In case of MSME Registered Firms the Certificate to be enclosed for exemption of EMD.**
- c. Copy of earlier supply orders from any Central Govt./ State Government/ NSC/ OSSC/ other State Seeds Corporations or any other Govt. Agencies for at least two years in the following format in a separate sheet.(Table-III)
- d. Copy of PAN No:
- e. Copy of GST Number:
- f. Duly filled in and signed table as mentioned at Table II & III.
- g. Copy of license from competent authority containing Dragon fruit planting material item.
- h. The tenderer if a Producer of Dragon fruit planting materials, the firm shall submit the following in its own letter pad.
 - i. Location of the area where Dragon fruit planting materials have been grown.
 - ii. Production Programme taken during the year-2024-25 for _____ hectares.
 - iii. No. of Farmers involved in production.
 - iv. No. of elite mother plants available.
 - v. Production capacity in nos.

In case of the tenderer being a licensed supplier, the agency shall enclose a letter of arrangement with the producing agency enclosing the documents as stated above at Point no. g & h, including therein the number of Dragon fruit planting materials to be supplied to the corporation in the present tender process in a form of letter of undertaking jointly executed by the supplier and the producers in this regard for supply of Dragon fruit planting materials during 2025-26.

- i. An undertaking (self-certificate) that the bidder has not been blacklisted by a Central/ State Government Institution and that there has been no litigation with any Government Department on account of similar services must be submitted.
- j. The minimum offered quantity of the participating bidder shall not be less than 1/4th of the quantity incorporated in the tender as at Table I otherwise the bid shall not be considered.
- k. The bidders shall sign in each of the tender schedule as a token of acceptance of the terms and conditions of supply of Dragon fruit planting materials.
- l. Audited Annual accounts for the last two financial years ending on 31.03.2024 duly signed by Chartered Accountant (2022-23 & 2023-24).

NB : The tenderer must fill the checklist provided at the end of the tender schedule.

9. PROCEDURE FOR SUBMISSION OF TENDER:-

- i. Tenders are invited under double cover systems i.e. “**Technical Bid**” and **Financial Bid (BOQ)** through online mode only.
- ii. The bidders are requested to submit the documents as mentioned in Clause no.8 of the Tender Schedule for qualifying in the Technical Bid.

10. TENDER DOCUMENT FEE, EMD AND BANK DETAILS FOR DEPOSIT :

Tender Document Fee- Rs.11, 200/-
EMD - Rs.1,00,000/-

Bank account details for deposit of tender document fee and EMD.

<i>Name of the Account Holder</i>	<i>Odisha State Seeds Corporation Ltd</i>
<i>Account No/ Type</i>	<i>4916214000003/ Current</i>
<i>Bank/ Branch/ IFSC Code</i>	<i>CANARA BANK/ SAMANTARAPUR/ CNRB0004916</i>

- i. In case of MSME (Micro, Small & Medium Enterprises), shall be exempted from payment of Earnest Money and shall deposit 25% of the prescribed security money within 7 days on receipt of the acceptance order through Bank transfer in the above mentioned Bank Account.
- ii. If the tenderer (s) 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.
- iii. In case of Govt. Agency, the EMD as well as security deposit will be exempted.
- iv. The successful tenderer shall deposit 5% of the value of contract in the Bank Account as mentioned above as Security Deposit before execution of the Agreement. The agreement shall be executed within 7 days from the date of AOC in judicial stamp paper of Rs.100.00 (Rupees one hundred only).
- v. In case the successful tender(s) fails to supply the planting material in time i.e. within cutoff date mentioned in the supply order, the Corporation reserves the right to forfeit the Security Money as well as debar the firm to participate in tender process in future.
- vi. 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 hours on dt.22.07.2025 to 17 hours of dt.11.08.2025
Last date of receipt of tender in portal	17 hours of dt.11.08.2025
Date and time of opening of Bid	10.30 hours of dt.12.08.2025

11. TERM AND CONDITION OF SUPPLY:-

1. The supply shall be for the plantation year 2025-26.
2. The variety of the planting material shall be red (Pink) fleshed **suitable for agro-climatic condition of Odisha** and should be true to the type.
3. The supply of the planting material i.e stem cuttings shall be made at the block point. The offered price should include delivery of the planting material upto the block point (FOR).
4. The cuttings should be taken from elite mother plants after the fruiting season.
5. The cuttings should be 20-25 cm long, planted in 6 inch X 9 inch size polyethylene bags having 300 gauge thickness filled with 1:1:1 ratio of soil, farmyard manure and sand.
6. The cuttings should be free from disease pest and any other damages.
7. The cuttings should be treated with fungicides to prevent diseases.
8. Necessary prophylactic sprays should be given before dispatch of the block.
9. The supply shall be made as per the indent made by the DDH/ADH.
10. Quality of the planting material is the sole responsibility of the supplier.
11. The source verification of the Quality Planting Materials, production capacity, Quality etc. shall be made by the team formed by Director of Horticulture, Odisha, Bhubaneswar involving officers from Director of Horticulture and scientist from OUAT/ CHES or other institutes.
12. The cost of verification at all level and cost of other testing if required will be borne by the supplying agency.
13. The challan should be raised in favour of DDH / ADH concerned.
14. The Bill is to be raised in favour of OSSC Ltd by the supplying agency enclosing therein the original copies of acknowledged challans with Bank details for payment of cost of Dragon fruit planting materials by the Corporation.
15. Any dispute arising in the field due to the quality of the planting material will be verified through scientist from OUAT/KVK/CTCRI/CHES/RRTTS & Dept. Officials or Team as constituted by Director of Horticulture, Odisha.
16. If the quality of the planting material is found to be spurious or poor, the supplier has to pay compensation to the farmers as decided by the technical committee constituted for this purpose.
17. Any legal dispute arising out of supply of planting material shall be finalized in Bhubaneswar jurisdiction only.
18. The planting materials may be verified after arrival at block level before delivery to the farmers.

19. The evaluation of BOQ shall be examined by the tender evaluation committee of the Corporation for arriving at L₁ per nos In case of equality of rates the firm achieved highest turnover shall be considered.
20. The guarantee of physical & genetic purity shall be given by the producer in the lot wise report containing the information. In case of any complaint, the party will be responsible for losses to be farmers and will compensate the affected farmers within one month from the date of communication on the recommendation of the enquiry committee consisting of representatives of DH (O), OUAT, KVK Scientist, OSSOPCA, OSSC and the Producer.
21. The cost of each no. of Dragon fruit planting materials should include cost of packaging, handling, transportation charges etc.
22. The indented Dragon fruit planting materials to be supplied within 7 days of issue of supply order.
23. Rate shall be quoted for planting materials in Rupees FOR, BLOCK POINTs as per supply order. The rate shall be all-inclusive and no other claim on Taxes etc., if any leviable, shall be entertained.
24. A technical team may visit the source before dispatch of the Dragon fruit planting materials and all logistic cost for the team will be borne by the bidder. In case there will not be any source verification due to any other reason, then verification must be done by a team consisting of DDH/ ADH/ AHO/ KVK scientist before supply of Dragon fruit planting materials to the farmers at BLOCK point.
25. The supplier should not have been blacklisted by Govt. and other Institutions.
26. 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 quantities offered by the tenderer and agreed by OSSC should be as per the supply schedule of OSSC Ltd.
27. The OSSC/ Director of Horticulture/ Indenting Agency shall have the liberty to verify the source of the supplying agency by deputing personnel to the respective places from where the Dragon fruit planting materials to be dispatched and the logistic support for the officials of OSSC/ Director of Horticulture/ Indenting Agency will be borne by the supplying agency.
28. The successful tenderer will be responsible for supply of Dragon fruit planting materials of varieties mentioned in the tender form and quantities thereof as agreed and will make available of the Dragon fruit planting materials of varieties as shall be mentioned in supply order.
29. The tenderer shall not change the committed quantities and varieties of Dragon fruit planting materials without the consent of OSSC. The tentative requirement of Dragon fruit planting materials is subject to change keeping in view the requirement of State and time period of supply.
30. OSSC/ Director of Horticulture/ Indenting Agency reserve the right to reject the stock on grounds of poor quality. The Dragon fruit planting materials not accepted by OSSC/ Director of Horticulture/ Indenting Agency shall have to be taken back by the Agency at his own cost and arrangement within 15 days from the date of communication. Further, in case of rejection of any lot, the supplier shall replace the same within 7 days of communication. The Corporation will not be liable for the rejected stocks after communicating the same to the supplier.

31. 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.
32. 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.
33. 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..
34. 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.
35. **Any legal dispute shall be finalized in Bhubaneswar Jurisdiction only.**

12. PENALTY:-

- a. Except due to Force Majeure event, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable towards imposition of penalty as below, the first party shall be entitled to

i	Arrange the unsupplied quantity from the other producing Agencies at the risk and cost of the second Party.
ii	Impose a penalty up to 10% on the 2 nd Party for the unsupplied quantity.

- b. In no case revalidated stock will be received by the farmers. In the event of such stock is transported to the receiving point of BLOCK by the supplier and it happens so that it is being rejected by personnel of DDH/ADH, the supplier will have to take back the same at his/ her own expenses & arrangement. In such a case described above, the supplier cannot claim the transportation cost and other ancillary expenses up to receiving point of BLOCK.
- c. In case the participating supplier fails to supply the agreed nos of Dragon fruit planting materials 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 planting material in time.
- d. In case of any complaint is received from the field on the nos of the Dragon fruit planting materials the supplier (second party) would be liable to pay compensation as per the claims/ decision of the Consumer Court/ other Courts/ Govt.
- e. The supplier shall not be liable for forfeiture of its performance security, Penalty or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- f. Any delay in supply of the goods by the supplier beyond the sowing season, even if due to Force Majeure conditions, shall not be acceptable to the purchaser and in such circumstances the contract shall be terminated without any penalty and without any compensation to the supplier.

- g. For purposes of this Clause, “Force Majeure” means an event beyond the control of the supplier and not involving the suppliers fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, road blockade due to “bandh”, fires, floods, epidemics, and quarantine restrictions.
- h. Penalty Clause (a) & (e) shall not be applicable in case the second party proves to the first party beyond doubt for the area and quantity agreed to the first party that it has suffered due to natural calamities like flood, cyclone, earthquake, heavy rainfall, drought etc with authentic proof of Government Department, then the first party may waive out the penalty but it shall be at the sole discretion of the first party.
- i. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- j. In case the supplier fails to supply the seed/planting material to the destination point or did not adhere to the time schedule the Corporation shall debar the firm from future participation in the tender process for a minimum period of 5 years in addition to suing the firm under section 73 of the Contract Act for breach of term and conditions of the Agreement.

13. SUBMISSION OF DOCUMENT AFTER SUPPLY OF DRAGON FRUIT PLANTING MATERIALS (STEM CUTTING) AND PAYMENT THERE OF :-

- a. The supplying agency (second party) will mention the lot wise nos. of Dragon fruit planting materials 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 acknowledged stock receipt challan along with bill shall be submitted by the supplying agency for release of payment at Head Office. Further the signature along with office seal of the DDH/ADH/Authorized Personnel 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% of the cost of planting materials received in shape of Core Banking/ RTGS within one month after receipt of Original stock entered bills along with receipted challan copies by the supplying agency.
- c. Balance 20% cost of seed/planting material will be released within 60 days from the date of consignment reached and acknowledgement made thereof subject to no field complain received either from the DDH/ADH to whom the planting materials were supplied. The Corporation reserves the right to withhold the payment to the supplier in case the same is not released by Director of Horticulture.
- d. In case there is field complain regarding the quality of Dragon fruit planting materials (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 planting materials cost dues of the complaint lots.
- e. The Managing Director shall send a team of officials constituted by the Director of Horticulture 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.

- f. In case of any dispute, OSSC on request of the supplying agency may allow for joint inspection in the farmer's field, the inspection report 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 Dragon fruit planting materials is completely utilized.
- g. Supply rate of planting materials 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 Dragon fruit planting materials can be supplied should be clearly indicated in the **supply schedule**. Any request for revision of rates for supply of planting material shall not be considered by the first party during the contract period of supply.

14. OTHER TERMS AND CONDITIONS:-

- a. OSSC shall not be responsible for fluctuation of the market rate of the ordered planting material. The tenderer shall be required to supply the Dragon fruit planting materials at the agreed rate only. The supply order can be terminated at any time due to non-performance of any of the terms and conditions of the supply order to the satisfaction of the Corporation.
- b. 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.
- c. The tenderer shall be responsible for GST and Income tax liabilities, if any. OSSC will not carry any tax liability related with the transaction.
- d. 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.
- e. The tenderer will have to give name of the firm, their postal addresses, telephone Nos. E-mail, name of the responsible person in the tender form itself so as to make further communication.
- f. The tenderer has no right to claim supply order on the basis of lowest rate offered by them.
- g. The expert committee constituted by the Director of Horticulture/ Managing Director, OSSC Ltd reserves the right to inspect the stock point prior to the delivery to the destinations as per the supply order.

In case the quality of the produce does not fulfill the norms as per the report of the expert committee, the supplier shall not supply the same and arrange from some other source fulfilling the norms.

15. DISPUTE RESOLUTION

All disputes shall be resolved through mutual consent. The court of law situated at Bhubaneswar only will have the jurisdiction in matters related this tender during the performance of the contract.

CHECKLIST OF THE BIDDERS

Sl. No.	Particulars	Document Submitted	Page Ref.
1	The cost of tender paper of Rs.11,200/- inclusive of GST	UTR No.	
2	The cost of EMD of Rs.1,00,000/-	UTR No.	
3	Copy of earlier supply orders from any Central Govt./ State Government/ NSC/ OSSC/ other State Seeds Corporations or any other Govt. Agencies for at least two years in the following format in a separate sheet.(Table-III)		
4	Duly filled in and signed table as mentioned at Table II & III		
5	Copy of license from competent authority containing Dragon fruit planting material item.		
6	<p>The tenderer if a Producer of planting material, the firm shall submit the following in its own letter pad</p> <ul style="list-style-type: none"> i. Location of the area where Dragon fruit planting materials have been grown. ii. Production Programme taken during the year 2024-25 for _____ hectares. iii. No of Farmers involved in production. iv. No of elite mother plants available. v. Production capacity in nos <p>In case of the tenderer being a licensed supplier, the agency shall enclose a letter of arrangement with the producing agency enclosing the documents as stated above at Point no. g & h, including therein the number of Dragon fruit planting materials to be supplied to the corporation in the present tender process in a form of letter of undertaking jointly executed by the supplier and the producers in this regard for supply of Dragon fruit planting materials during 2025-26.</p>		
7	Copy of PAN No		
8	Copy of GST Number		
9	Photocopy of Certificate relating to Production Capacity		
10	An undertaking (self-certificate) that the bidder hasn't been blacklisted by a Central/ State Government Institution and that there has been no litigation with any Government Department on account of similar services must be submitted.		
11	The minimum offered quantity of the participating bidder shall not be less than 1/4 th of the quantity incorporated in the tender as at Table I otherwise the bid shall not be considered.		
12	The bidders shall sign in each of the tender schedule as a token of acceptance of the terms and conditions of supply of Dragon fruit planting material.		
13	Audited Annual accounts for the last two financial years ending on 31.03.2024 duly signed by Chartered Accountant.		

Year
Signature Not Verified
 Digitally signed by ADITYA KUMAR PANDA
 Date: 2025.07.22 18:20:29 IST
 Location: Odisha-OD

Signature of the Tenderer