

# MAHARASHTRA STATE SEEDS CORPORATION LIMITED

Mahabeej Bhawan 'Krishi Nagar' Akola 444104 Phone 0724-2258480, 2455093, e-mail: <a href="mailto:hoproduction@mahabeej.com">hoproduction@mahabeej.com</a> CIN U01200MH1976GSCO18990

Date: 19/04/2025

## **NOTICE**

MSSCL has finalized the contract seed production programme though e-tender on dated 11<sup>th</sup> April 2025. The interested AP/TLG organizers are requested to go through the terms & conditions mentioned in tender form and if interested, please submit the offer letters over email <a href="massckurnool@mahabeej.com">mssckurnool@mahabeej.com</a> on or before 25<sup>th</sup> April 2025. The offer letter received after 25<sup>th</sup> April 2025 will not be considered under any circumstances.

For any inquiry please contact to R.M., MSSCL, Kurnool (9490131093).

For MSSCLtd.,

19/4/25

Gen. Manager (Prodn.)



### MAHARASHTRA STATE SEEDS CORPORATION LIMITED MAHABEEJ BHAVAN, KRISHINAGAR, A K O L A 444 104

## { For Andhra Pradesh/ Telangana/ Karnataka state }

#### **TENDER-FORM**

#### INSTRUCTIONS TO TENDERERS AND TERMS & CONDITIONS

#### TERMS & CONDITIONS OF E-TENDER

#### 8. ORGANISATION OF SEED PRODUCTION PROGRAMME

- Raize, Jute, Fodder Maize, Groundnut, Sunhemp, Cotton and Vegetable crops etc. crops during KHARIF-2025-26 season to deliver the contracted quantity to the MSSCL within scheduled time. He is required to indicate quantity of source Foundation/Certified seed available with him and the source of FS/CS seed being procured by him so as to ascertain its authenticity. The MSSCL will have access to the premises of production and processing of the Organizer at all times and shall have the authority to inspect and examine the fields and material intended to be supplied. It is absolutely essential that the Organizer must indicate the area of production and processing such as District(s), Town(s) in the State(s) for the seeds to be produced, processed and supplied. The Officers of the MSSCL on inspection and supervision are likely to give instructions to the Organizer which should be strictly followed. If the instructions so given are not followed by the Organizer the production programme and or the produce of its at any stage shall be rejected by the Corporation and will not have any financial liability towards losses of the tenders. The Organizer should furnish details for the quantities of seeds being produced and tendered to MSSCL in technical bid only.
- 8.2 The seed produced out of seed production programme organized should be cleaned, graded and processed at Mechanical processing Plant as approved by the respective Seed Certification Agency. In no case hand processing material shall be accepted. Only those organizers who have mechanized processing facilities alongwith gravity separator need therefore, to participate in the tender. For the purpose of better supervision the Organizer will have to process all the contracted produced seed stock strictly at one location only. For this purpose the Organizer should furnish the details in technical bid.
- 8.3 The Organizer shall be required to furnish the competency details in Technical Bid to enable the MSSCL to judge the competency of the Organizer.
- 8.4 The past performance of the organizer in respect of seed supplies of CERTIFIED/ TRUTHFUL/ FOUNDATION SEED to MSSCL during last year should be furnished in technical bid.
- 8.5 The reputed seed Company means it should have good image all over the state or country and should indicate about technical support for high quality production, processing and supplies of desired quantity of Certified Seeds.
- 8.6 Organizer should give details of availability of Foundation/ Breeder source seed to the company in competency details.
- 8.7 The Organizer shall supply only Certified/Foundation seeds Certified by the competent Certification Agency of the concerned State as per minimum seed certification standards and also specifications of the Seed Act-1966, seed control order 1983 and seed rule 2005 including amendment, if any.
- 8.8 The seeds shall be supplied from the fresh stock and not from the revalidation stocks.

- 8.9 Even if the seed meets the Certification standards, the Corporation reserves the right to reject to stocks if they are rain touched, lacking luster and on the grounds of admixture found in the growing stage by the supervisory staff of the Corporation. The Foundation/Certified/Truthful seed can also be rejected at the receiving ends of the Corporation if the container is found damaged or torned or unsealed during the transit.
- 8.10 During the course of organization of production programme and supply of seed to MSSCL, if any losses occur to organizer, corporation will not be responsible for same.

#### 9. PROCESSING OF SEEDS

- 9.1 The seed shall be graded with prescribed standard sieve size by approved Certification Agency and tolerance limit of 03% of lowgrade will be observed in case of processed and certified seed lots. The organizer should add 1% excess weight in every Seed Bag to compensate moisture loss & to avoid under weight issue under Weight & Measurement Act.
- 9.2 The MSSCL will supply printed cloth bags, NWC/Hessian/HDPE bags /Poly Pouches/Corrugated Boxes at its cost for cropwise standard packing of Certified/Truthful/ Foundation seed stock. The other processing material such as Gunny bags for outer packing, thread, lead seals & thirum etc. have to be arranged by the Organizer at his own cost. In case of Hy. Maize, Hy. Bt Cotton, seed should be treated by Polymer/Gaucho etc chemical, the cost of same will also born by the organizer.
- 9.3 The un-used/excess cloth bags/Hessian bags/ Poly Pouches/Corrugated Boxes/ HDPE bags, and truthful labels supplied by the MSSCL should reach Regional Office within a week from the date of last consignment despatched by the Organizer, duly acknowledged by Regional Office MSSC Representative at nominated center.
- 9.4 The rejected seed stocks by the Corporation at their receiving ends or in the processing plants of the successful Organizer shall not be used for resale by the supplier in the Corporation's container

#### 10. SUPPLY OF SEED

- 10.1 The Organizer shall supply only standard Certified/ Truthful/ Foundation seed of Paddy, Hy. Maize, Jute, Fodder Maize, Groundnut, Sunhemp, Cotton and Vegetable crops etc. in cloth bags/NWC/Pouches/Hessian bags, HDPE bags supplied by the MSSCL as per the crop wise specification of the processing materials. It will be obligatory for the successful Organizer to use MSSC's Processing Material such as cloth/NWC bags/Poly Pouches/Corrugated Boxes/ Hessian / HDPE bags and truthful labels for entire supplies so as to maintain uniformity of crop wise containers.
- The details of the lot(s) & quantity supplied to each consignee of the Corporation shall be indicated to the Corporation's Head Office/ Regional Office along with the bill.
- 10.3 The Organizer shall be required to transport seed at his cost anywhere at the block head-quarter in the State of M.S. Normally the supply destination/s will be of one full truck load, but it may contain maximum 2 to 3 consignees of different blocks in the same district and it will be the responsibility of Organizer to ensure timely supplies as per instructions. To arrange the transportation would therefore be the responsibility of the Organizer and the sole risk during the transit would also be that of the Organizer.
- 10.4 The certified/foundation/truthful seed is to be supplied by the Organizer from the programme organized in early sown areas to the extent of 100% committed quantities as per the delivery schedule indicated in Technical Bid FOR destination in Maharashtra, failing which it shall be deemed that the Organizer has failed to fulfill the contract and is liable to pay the compensation/liquidated damages as per the Clause No-18.1

11. OFFER OF RATES

- The rates should be quoted on per quintal basis without cloth bags/ Hessian bags/ Poly Pouches/ Corrugated Boxes /HDPE bags and truthful labels for fresh Certified processed, bagged and further packed in gunny bags wherever applicable FOR destination anywhere in the State of M.S. Octroi charges and unloading shall be borne by the MSSCL, but GST, CGST and other taxes if applicable any levied in the production state(s) will have to be borne by the Organizer including market fees.
- The procurement rate criteria for Paddy is in fixed rate + committee bonus form, in case of Vegetable crops policy will be APSSDC/TSSDC/NSC/Private Companies rate + Purchase Expenses and in Ground Nut, Fodder Maize, Jute, Sunhemp, Cotton & Hy. Maize will be based on MSSCL Committee rate + Purchase Expenses, hence the organizer should offer the fixed rate in Paddy & Purchase Expenses in other crops/ varieties.
- As regards packing size of Paddy varieties the organizer has to quote per qtl rate for 25 kg and 3 kg 11.3 respectively. If again there will further reduction of packing size at the time of supply under Government scheme then additional packing charges will be paid as decided by MSSCL.
- No raw seed advance shall be paid to any crop/variety under seed production tender, however the 11.4 M. D., MSSCL is authorized to take suitable decision on releasing raw seed advance to crop varieties under contract only against acceptance of 100 % Bank Guarantee drawn on Nationalized Bank including release of part/adhoc payment for passed & acknowledged seed in case the procurement rate is not finalized during the supply/completion of supply or quantity is dispatched for pre Kharif marketing season at MSSCL locations.
- Where the procurement rates are APMC/TSSDC/APSSDC/KSSC based or committee rates, it will be sole responsibility of the organizer to convince the seed producing growers about rate paid to their growers. MSSCL has no way concern about the rate so fixed by the organizer with any seed grower.
- The Organizer shall prepare the Tax Invoice in the name of MSSC Ltd., Akola in duplicate and submit 11.6 the same alongwith the proof of delivery in respect of each consignment, duly certified by MSSCL representative, to Regional Office. There after within 15 days, 95 % payment shall be released. The Invoice should essentially be accompanied with a Certificate incorporating that the seeds are supplied out of fresh produce and not from revalidated stocks. The Invoice should also contain the lot wise details. The GST/CGST No. should invariably be indicated in the bills.
- The organizer will not hypothecate, pledge, sale or move the stock where MSSCL has paid raw seed advance. However the MSSCL has right to sale or to move or dispose off such stock. The breach of this condition by the organizer shall be treated as criminal offence.
- 11.8 That Organizer should offer the varietywise quantity in Technical Bid & FOR rates of supplies in Price Bid for fresh quality Certified / Truthful/ Foundation seed.

#### 12. EXECUTION OF AGREEMENT

- 12.1 The successful Organizer shall have to execute the agreement on general stamp paper of required value within 10 days of awarding the tender to him at his cost. The successful Organizer/s will have to produce attested copy of partnership deed in case of Partnership Firm and also power of attorney on stamp paper in favour of authorized representative for execution of agreement and setting all matters related to this contract.
- 12.2 The powers to make any modification, alternation and relaxation in any or the terms & conditions of the agreement rest with the General Manager (Production) and no one else.

#### 13. SECURITY DEPOSIT

- 13.1 The security deposit in the form of Demand Draft or irrevocable Bank Guarantee of any Nationalize. Bank on per qtl basis for total contracted quantity shall have to be furnished by the organizer within 10 days of the order. The Bank Guarantee should be made valid upto 30<sup>th</sup> Sept. 2026. The per qtl rate will be decided at the time of finalization of production programme.
- 13.2 EMD amount shall also be converted in to a part of Security Deposit & it will not carry any interest.
- 13.3 The amount of security deposit will be released after 30/09/2026 for seed supplied during Kharif-2026 marketing season & after 30/05/2026 for the stock supplied for Summer-2025-26 marketing season when the deal is deemed to have been completed satisfactorily and there are no serious complaints from the consumer farmers, regarding the germination and quality of the seeds supplied.

#### 14. FOREFEATURE OF EMD

14.1 If the organizer do not implement the agreed/ consented seed production programme after allotment made by MSSCL or if refused to execute the agreement then amount of EMD will be forfeited without assigning reasons thereof.

#### 15. VALIDITY OF OFFER

- 15.1 The offer would be valid for 60 days from the date of opening of the price bid of e-tenders.
- 15.2 The rates so quoted in the tender shall remain effective irrespective of market fluctuations and the successful Organizer shall be required to supply the seed at the agreed rate only.

#### 16. RIGHT FOR ACCEPTANCE OR REJECTION OF TENDER

- 16.1 The Managing Director MSSCL reserves the right to accept or to reject either in full or in part any or all offers without assigning any reason/s thereof. The Managing Director further reserves the right to award the tender to more than one Organizer. After analyzing the rates offered by organizers, the same will be negotiated if required.
- 16.2 The contract can be terminated at any time due to non-performance on any or all the terms and conditions of the agreement to the satisfaction of the MSSCL.

#### 17. RESPONSIBILITY OF QUALITY OF THE SEEDS

- 17.1 The responsibility of genetic purity and germination would be solely upon the Organizer. In case of any complaint, the Organizer would be responsible for making good losses to the farmers and/ or the MSSCL. For this 5 % of the total amount payable to the Organizer shall be retained as retention money that will be released not earlier than 30<sup>th</sup> Sept. 2026 and will not carry any interest. The MSSCL may conduct the Grow out test/Field Emergence test anywhere in Maharashtra or any such suitable location in India for identifying the genetic purity/seed vigour and only lots qualified in such tests will be procured by the MSSCL.
- 17.2 The organizer shall be solely responsible for any complaint with regards to quality aspects in seed supplied by him. If any disputes arises about quality of supplied seed at any point, the organizer shall be responsible to pay the legal expenses and compensation etc. as per order of consumer court/ MOU committee/ other court or any other authority.
- 17.3 It is the responsibility of organizer to keep the stock safe in good condition where the MSSCL has paid advance / adhoc payment. It will be the responsibility of the organizer to insure the stock from fire, flood and theft at his own cost. The policy should be in the name of MSSCL.

#### 18. SHORT SUPPLY PENALTY

18.1 That, if the organizer failed to tender agreed quantities / minimum 90% of the estimated quantities of raw seed of crop/varieties under this contract as per the yield estimations finalized by the field staff of the Company as well as the concerned State Seed Certification Agency within the time schedule, then penalty @ 10% of such shortfall in case of Hybrids and 5% penalty in case of varieties shall be imposed on the

organizer with taking into consideration of the conversion of raw seed into certified seed on the basis of actual lowgrade percentage observed at the time of processing and the penalty shall be imposed as per the calculations on the basis of the rate mentioned in agreement. Further, if the organizer is failed to supply entire SCA STL/MSSCL FET qualified seed stock out of received raw seed to the company, then also the organizer will be liable for short supply penalty @ 10 % of such shortfall in case of hybrids & 5 % in case of varieties as per the final seed procurement rate. However, the short/ non availability of required source seed, production programme allotted forcefully, new varieties given for production where the productivity is not known, curtailment in targeted quantity suggested by the company, reduction/ withdrawal of production programme/target, such cases will not be taken into account under this penalty clause.

18.2 In case of short fall as a result of rejection of any quantity of seed under any of the clauses from 10.1 to 10.4, the Organizer/supplier shall be liable to pay compensation/damages of the total value of the quantity so rejected and the same shall be worked out at the purchase/procurement rate agreed upon.

#### 19. ARBRITRATION & JURISDISCTION OF COURT

- 19.1 The party shall expressly waive the provision of Section 12 clause 5 and shall agree to refer any dispute which may arise pertaining to terms and performance of contract to Hon'ble Managing Director, M.S.S.C. Ltd., as "Sole Arbitrator." Decision of the Sole Arbitrator will be final and binding on both the parties.
- 19.2 The Court of Law situated at Akola (M.S.) shall only have the jurisdiction for any matter relating to this tender or any subsequent agreement irrespective of the place of execution of the contract/agreement.

Above terms and conditions should read carefully & consent be given in Technical Bid.

## OFFER / CONSENT LETTER

	From : IVI/s	
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Date. 19/04/2025

To,
The General Manager (Production)
Maharashtra State Seeds Corporation Ltd.,
Mahabeej Bhavan, Krishinagar,
AKOLA 444 104

Respected sir,

I/ we are offering the final quantities for Kharif 2025-26 season as under as per the terms, conditions & seed procurement policy finalized and declared by the MSSCL for Kharif 2025-26 season on 11/04/2025.

[A] CERTIFIED / TRUTHFUL SEED PRODUCTION PROGRAMME IN AP/TLG/KK (Rate Rs. per qtl)

S. N.	Crop	Variety	Stage	Procurement Rate Criteria	Final Qty In Qtls	Rate/P.E. without Bags & Truthful label (Del. F.O.R. M.S.)	Delivery Schedule
1.	Paddy	IR-64	CS	Fixed rate + comm. bonus	- 1	2300/-	30/04/2026
2.	Paddy	MTU-1010	CS -	Fixed rate + comm. bonus	4	2300/-	30/04/2026
3.	Paddy	MTU-1001	CS	Fixed rate + comm. bonus		2300/-	30/04/2026
4.	Paddy	DRR-45	CS	Fixed rate + comm. bonus	i de la companya de l	2300/-	30/04/2026
5.	Paddy	MTU-1153	CS	Fixed rate + comm. bonus		2300/-	30/04/2026
6.	Paddy	CR-Dhan-305	CS	Fixed rate + comm. bonus		2300/-	30/04/2026
7.	Paddy	Other S. Fine early variety	CS	Fixed rate + comm. bonus		2500/-	30/04/2026
8.	Groundnut	TAG-24 Kernel	CS	MSSCL Comm. Rate + P.E.		610/-	15/01/2026
9.	Groundnut	K-1812 (Lapakshi)	CS	MSSCL Comm. Rate + P.E.		610/-	15/01/2026
10.	Groundnut	TAG-73 Kernel	CS	MSSCL Comm. Rate + P.E.		610/-	15/01/2026
11.	Groundnut	PDKVG-335 Ker		MSSCL Comm. Rate + P.E.		610/-	15/01/2026
12.	Fod. Maize	African Tall	CS	MSSCL Comm. Rate + P.E.	781	900/-	30/04/2026
13.	Hy. Maize	Uday	CS	MSSCL Comm. Rate + P.E.		600/-	30/04/2026
14.	Hy. Maize	Mahabeej-1708	CS	MSSCL Comm. Rate + P.E.	W-	600/-	30/04/2026
15.	Hy. Maize	PDKV Aarambh	CS	MSSCL Comm. Rate + P.E.		600/-	30/04/2026
16.	Jute	JRO-524	CS	MSSCL Comm. Rate + P.E.		750/-	15/02/2026
17.	Jute	JRO-204	CS	MSSCL Comm. Rate + P.E.		750/-	15/02/2026
18.	Hy. Bt. Cotton	Mah-124 BG-II	* TL	MSSCL committee rate (based on reputed private companies rate) on packet of 750 gm delinted clean seed qualified in germination, eliza & genetic purity.	1 A	MSSCL committee rate (based on reputed private companies rate) on packet of 750 gm delinted clean seed qualified in germination, eliza & genetic purity.	30/04/2026
19.	Sunhemp	Vasudha	TL	MSSCL Comm. Rate + P.E.		750/-	30/04/2026

[B] VEGETABLE SEED PRODUCTION PROGRAMME IN AP/TLG/KS (Rate Rs. per qtl)

S. N.	Crop	Variety	Stage	Procurement Rate Criteria	Final Qty In Qtls	Rate/P.E. without Bags & Truthful label (Del. F.O.R. M.S.)	Delivery Schedule
20	Bhendi	Arka Anamika	TL	APSSDC/NSC/PVT Co Grower Rate + P.E.		600/-	30/04/2026
21	Cowpea	P.Komal	TL	APSSDC/NSC/PVT Co Grower Rate + P.E.		810/-	30/04/2026
22	Cowpea	Parvati	TL	APSSDC/NSC/PVT Co Grower Rate + P.E.		810/-	30/04/2026
23	Bittergourd	Hirkani	TL	APSSDC/NSC/PVT Co Grower Rate + P.E.		1100/-	30/04/2026
24	Bittergourd	Any other < 10 yr variety	TL	APSSDC/NSC/PVT Co Grower Rate + P.E.		1100/-	30/04/2026
25	Ridgegourd	P.Nasdar	TL	APSSDC/NSC/PVT Co Grower Rate + P.E.		1100/-	30/04/2026
26	Spongegourd	P. Chikni	TL	APSSDC/NSC/PVT Co Grower Rate + P.E.		1100/-	30/04/2026
27	Cucumber	Shubhangi	TL	APSSDC/NSC/PVT Co Grower Rate + P.E.		1200/-	30/04/2026
28	Cucumber	Pune Khira	TL	APSSDC/NSC/PVT Co Grower Rate + P.E.		1200/-	30/04/2026
29	Clusterbean	PNB	TL	APSSDC/NSC/PVT Co Grower Rate + P.E.		549/-	30/04/2026
30	Clusterbean	Gauri	, TL	APSSDC/NSC/PVT Co Grower Rate + P.E.		950/-	30/04/2026
31	Dolichous	K. Bhushan	TL	APSSDC/NSC/PVT Co Grower Rate + P.E.		900/-	30/04/2026
32	Tomato	Kashi Tamatar	TL	APSSDC/NSC/PVT Co Grower Rate + P.E.		1200/-	30/04/2026
33	Tomato	PKM-1	TL	APSSDC/NSC/PVT Co Grower Rate + P.E.		1200/-	30/04/2026
34	Tomato	VRT-1201	TL	APSSDC/NSC/PVT Co Grower Rate + P.E.	11	1200/-	30/04/2026
35	Chilli	G-4	TL	APSSDC/NSC/PVT Co Grower Rate + P.E.		1200/-	30/04/2026
36	Chilli	Arka Khyati Hybrid	TL	APSSDC/NSC/PVT Co Grower Rate + P.E.		MSSCL committee rate	30/04/2026
37	Chilli	Phule Jyoti	TL.	APSSDC/NSC/PVT Co Grower Rate + P.E.		1200/-	30/04/2026
38	Chilli	Any other new variety	TL	APSSDC/NSC/PVT Co Grower Rate + P.E.		1200/-	30/04/2026
39	Frenchbean	Arka Komal	TL	APSSDC/NSC/PVT Co Grower Rate + P.E.	11 07	900/-	30/04/2026
40	Frenchbean	Phule Varun	TL	APSSDC/NSC/PVT Co Grower Rate + P.E.	L-essia.	900/-	30/04/2026
41	Tinda	Arka	TL	APSSDC/NSC/PVT Co Grower Rate + P.E.		900/-	30/04/2026
42	Tinda	Ludhiana	TL	APSSDC/NSC/PVT Co Grower Rate + P.E.	5	900/-	30/04/2026

The rates quoted above are after negotiation and F.O.R. destination anywhere in Maharashtra State & agreed to the undersigned. The Breeder/Foundation/Source seed required for allotted Foundation / Certified/Truthful seed production programme shall be utilized from own authentic / MSSCL source.

Further for the terms and conditions prescribed by the MSSCL for the agreement to be executed immediately after allotment of contract seed production programme shall also be accepted to us.

Thanking you,			Ŷ		
		Yours faithfully,			
		Signature :			
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8		Phone / Mobile No		:	
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