



# भारतीय राष्ट्रीय उपभोक्ता सहकारी संघ मर्यादित

## NATIONAL CO-OPERATIVE CONSUMER'S FEDERATION OF INDIA LTD.

(Ministry of Consumer Affairs, Food & Public Distribution, Govt. of India)

Branch Office: 320 AD, Indira Nagar, Opp. Speaker House, Kanke Road, Ranchi, Jharkhand - 834008  
320 एडी, इंदिरा नगर, स्पीकर हाउस के सामने, कांके रोड, राँची, झारखंड - 834008



NCCF/Ranchi/Agri/2023-24/417

Date :- 29/12/2023

### VERY SHORT TENDER NOTICE

Ranchi Branch of NCCF invites Tenders from Empanelled/ Non-Empanelled Business Associates of NCCF for following work.

- 1-Name of Work – Empanelment of Seed Suppliers for a Period of two year for supply of seeds for Elephant Feet Yam (EFY) and ginger under various schemes of Directorate of Horticulture and National horticulture Missions to Directorate of Horticulture, Jharkhand, Ranchi (copy of RFE Reference No. – Hort-04/2023-24 dated : 23-12-2023 (enclosed)
- 2- Cost of Tender Documents - Rs 10,000.00 (Rupees Ten Thousand only)
- 3-Earnest Money Deposit (EMD) by online payment or through DD (No interest will be paid) – Rs.5,00,000.00 (Rupees Five Lac only)
- 4-Date and Time of start of Tender Submission – 29-12-2023
- 5-Last Date and Time of Tender Submission – 05-01-2024 at 10.30 A.M..
- 6-Date and Time of Tender Opening – 05-01-2024 at 11.00 A.M.
- 7-Place of Tender Opening- Office of Branch Manager Ranchi, NCCF

#### 8-Account Details for Depositing EMD

Name of Account Holder- NATIONAL COOPERATIVE CONSUMERS FEDERATION OF INDIA LTD.  
Account Number- 1844240526  
Name of Bank and branch- Central Bank of India, Kanke Road Branch, Ranchi  
IFSC Code - CBIN0283072

#### Terms and Conditions:

- 1- Selection of the bidder will be made on the basis of maximum margin offered for NCCF and lowest rate quoted.
- 2- 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 fulfillment of eligibility criteria by them.

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3- 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.

4-NCCF shall be at liberty to postpone/ cancel the tender and accept or reject any bid.

5- Terms and conditions would remain same as mentioned in the tender schedule enclosed herewith.

DATED – 29/12/2023

Encl: a/a

BRANCH MANAGER  
NCCF, Ranchi Branch



**RFE No. Horti-04/23-24**

**Directorate of Horticulture  
Department of Agriculture, Animal Husbandry & Cooperative,  
Jharkhand**

**REQUEST FOR EMPANELMENT (RFE)  
for  
SUPPLY OF SEEDS FOR ELEPHANT FEET YAM (EFY) AND GINGER  
UNDER VARIOUS SCHEMES OF DIRECTORATE OF HORTICULTURE  
& NATIONAL HORTICULTURE MISSION**



**Directorate of Horticulture**  
Department of Agriculture, Animal Husbandry and  
Cooperative Government of Jharkhand  
3<sup>rd</sup> Floor, Krishi Bhawan, Kanke Road, Ranchi– 834008

**Directorate of Horticulture**  
**Government of Jharkhand**  
**3<sup>rd</sup>Floor, Krishi Bhawan, Kanke Road, Ranchi-834008**

**REQUEST FOR EMPANELMENT (RFE)**  
**for**  
**SUPPLY OF SEEDS FOR ELEPHANT FEET YAM (EFY) AND GINGER**  
**UNDER VARIOUS SCHEMES OF DIRECTORATE OF HORTICULTURE**  
**& NATIONAL HORTICULTURE MISSION**

The mission of the Directorate of Horticulture is to harness the high potential into high productivity for nutritional security in a manner that is environmentally sustainable socially acceptable and monetarily profitable. Directorate is implementing various beneficiary-oriented schemes to increase production, productivity, quality, water resource management and market linkages.

The Directorate of Horticulture is the nodal agency for the disbursement of hybrid/open pollinated seeds to the farmers at subsidized rate under various central and state government schemes. Directorate of Horticulture invites RFE from reputed seed producing Government of India/ State Government public undertaking/ institutions/agency for Supply of hybrid/open pollinated seeds of vegetables & tuber crops in order to meet the seed requirement of the state.

Area	Nature Of Work
Supply of hybrid/open pollinated seeds of vegetables & tuber crops as per allotted districts in Jharkhand, as per Jharkhand State Seed Distribution Policy 2011.	To supply seeds of for elephant feet yam (efy) and ginger under various schemes of directorate of horticulture & national horticulture mission.

Please go through the full document available at <http://jharkhandtenders.gov.in/>.

- i. Applicants (hereinafter referred to as “Bidders”) are required to submit only one application for supply hybrid/open pollinated seeds of tuber crops (hereinafter referred to as “Seeds”).
- ii. Bidder should download RFE and read carefully before uploading the required document.
- iii. Collect all the necessary documents for uploading. Number (page) them in order and upload them according to respective eligibility condition. Fill up all the necessary information and upload the documents.
- iv. Bidders eligible as per qualifying conditions will be shortlisted based on the information provided by them.
- v. Before final submission, check fulfillment of all necessary conditions and document carefully.
- vi. Pay the required document fee and EMD as defined in RFE document.

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**Data Sheet: Details of RFE**

RFE No.	Horti-04/2023-24
Title of RFE	<b>Request for Empanelment (RFE) for supply of seeds for ELEPHANT FEET YAM (EFY) AND GINGER under various schemes of DIRECTORATE OF HORTICULTURE &amp; NATIONAL HORTICULTURE MISSION</b>
Document Fee	INR10,000.00 (INR Ten Thousand) (Online submission)
Start & End Date & Time for Downloading of RFE document	23.12.2023 at 11:00 AM to 07.01.2024 at 05:00 PM
Pre-Bid meeting	27.12.2023 at 12 PM at Directorate of Horticulture, 3 <sup>rd</sup> Floor, Krishi Bhawan, Kanke Road, Ranchi, Jharkhand - 834008. (Please refer clause 3.1.h(iv) of RFE document for further details)
Last date and time for online submission of RFE, EMD and tender fee	07.01.2024 at 05:00 PM
Date of opening of the RFE Technical Bid	08.01.2024 at 12:00 PM
Mode of Empanelment Submission	The application forms along with terms and conditions & etc. can be filled with the link available on the website <a href="http://jharkhandtenders.gov.in">jharkhandtenders.gov.in</a> . along with RFE cost and EMD should be submitted online only. Hard copy is not required.
Earnest Money Deposit (EMD)	Earnest Money (refundable) Rs. 5.00 lakhs (Rupees Five Lakhs only) to be submitted online only.
Period of Supply	Two (02) years

Note: -

1. The Bidder must read carefully the entire tender document from the beginning and must declare that he has gone through and accept all the clauses and conditions.

## **Section I: Background**

The total geographical area of Jharkhand state is 79.72 lakh ha. and cultivable land for agriculture is approximately 38 lakh ha. The climate is dry with low moisture. The soil is acidic in nature and irrigation facilities are inadequate. Only 12% in Kharif season and 6-8% area in Rabi season is irrigated. The average annual rainfall of the state is 1280mm but 80% of it is received in a span of 100 days during monsoon.

Jharkhand is a rural state and 70% of the population is dependent mainly on agriculture/horticulture. According to the 55th round of National Sample Survey Organization (NSSO), 10.46% of all households in Jharkhand faces seasonal food insecurity and 2.5% of the households face chronic food shortage. In view of the fact, that the area under cultivation is unlikely to increase significantly, thrust will have to be on raising productivity per unit of cultivated land.

Seed is the basic input on which the performance of other input factors depend. "Seed" is the basic input for increasing the productivity and production of the crops in the state. In order to empower the farmers, government provides hybrid/ open pollinated seeds to farmers at subsidized rates in order to meet the local seed requirement. The government endeavors to undertake timely supply of seeds to the farmers in order to achieve better seed replacement rate. Food security depends on the seed security of the farming community ensure supply of high-quality subsidized seeds will improve the efficiency of farm management and ensure high quality output.

The Directorate of Horticulture is committed to address the issue of scientific input for increasing the production, productivity better use of waste & fallow land use efficiency, reducing pre & post-harvest losses, minimizing risk of climatic vagaries, improving quality of produce through organic farming, time tested conventional as well as advanced technology and empowered human resource development. With globalization of markets, shrinking land and climate change the protected cultivation of high value crops has emerged as the single most important technology for ensuring high productivity, improved quality, and profitable return. Changing lifestyle and dietary consumption patterns call for added emphasis on diversified production system. Thus, emphasis will be given for cultivation of fruits, vegetables, spices, medicinal & cashew with value added products.

## **Section II: Objective & Scope of Work**

Scope of work includes an indicative list of works which the selected seed supplying agency would be subjected to during the period of two years.

- i. The seed supplying agency would be required to timely complete supply of Seeds of Tuber Crops (District/Block level) in different districts of Jharkhand State.
- ii. The quality of seed provided by the seed agency should be as per the Seed Act 1966 co read with Seed rule 1968.

- iii. Quality of seed
  - a. The variety of seed will be as per the mentioned seed variety in the RFE.
  - b. Seed must be disease and virus free by being maintained the aseptic condition in the production field.
  - c. Seed must be genetically pure, sound in morphological and physical characters.
- v. The seed supplying agency would be required to provide same variety of seed as required by the state.
- vi. The seed supplying agency would be required to provide quality seed throughout Jharkhand as per the direction of the directorate of Horticulture.
- vii. The quoted rates shall remain valid up to a period of two years.

### **Section III: Eligibility Criteria**

#### **3.1 General Eligibility**

##### **A. LANGUAGE OF RFESUBMISSION**

The RFE must be prepared in English language only. If any document which is not in English, it should be accompanied with translated and attested certified in English version.

##### **B. SUBMISSION OF RFE**

- i. Not more than one RFE offer will be accepted from any bidder. If a bidder participates in the RFE offer, representing more than one bid by one organization under one or different name, than such multitude of bid shall amount to collusive activity and appropriate action should be taken by Directorate of Horticulture, Jharkhand under fraud and corrupt practices.
- ii. RFE offer must be submitted through- tendering online only. During evaluation process if the committee requires additional information, the hard copy of RFE document (uploaded one) could be demanded.
- iii. The offer should be given in the prescribed format as per RFE document.
- iv. The submission of offer by any Bidder implies that they have read the terms and conditions of the RFE and have made themselves fully aware of the scope and specifications of the seed. Any addition or omissions in the original offer after opening of the offers will not be entertained. In this regard the bidder needs to give a declaration duly signed and stamped as per **Annexure VII**
- v. Individual signing of the offer should have valid digital signature and signing other related documents will attach valid acceptable proof of his authority to sign on behalf of the Bidder as per **Annexure III**. Every page should be duly signed/self-attested by the authorized person of the firm, otherwise the bid proposal will be summarily rejected. Digital scanned sign on bid document is not permitted.
- vi. The bidder should fill up the required information in prescribed formats as per



**Annexure I to VII** and should upload all relevant documents as desired, failing which the bid will be rejected.

- vii. Bidder should deposit the EMD as per the instructions specified in the RFE document (online).
- viii. Application submitted without RFE fee of Rs. 10,000/- (Rupees Ten thousand only) or incompletely filled or conditional will be out rightly rejected. Conditional application will not be accepted in any case.

**The prospective tenderers having any common Partners/Directors/Managing partners etc. or having any other common criteria shall be considered as Sister / Group / Associates Company/Related Company. In such cases, only one of them will be eligible for participating in the tender. Bidders must submit a declaration along with the Technical Bid, in the form of an affidavit on Rs.100/- non-judicial stamp paper duly notarized, stating;**

**That no other Firm/Sister concern/Associate belonging to the same group is not participating / submitting this process. (Annexure VI)**

#### **C. VALIDITY OF THE BID**

The rates quoted by the Bidders shall be valid for Two years from the Schedule date of submission of the Bid for decision and finalization of the RFE.

#### **D. PRESENCE OF BIDDERS**

All the Bidders or their authorized representative, who respond to this notification, may be present on the date, time and place of opening of Technical Bids and Financial Bid, at their own cost.

#### **E. RATES OFFERED**

- i. Rates submitted by the bidder should be firm and free from all escalations.
- ii. The bidder should quote rates F.O.R. all destinations in Jharkhand supplied through the district/Block Offices, inclusive of applicable taxes, levies, duties transportations etc. Agency has to supply seeds block wise.
- iii. Bidder should quote the rate as per specification of seeds. The prices should be inclusive of all handling, packaging, transportation, taxes etc. if any to the point of delivery as per the direction of officers in charge.
- iv. Rates should be quoted in the format as per (Annexure IV).
- v. As and when Government of India or the State Government will revise the rates of GST that will be Applicable.
- vi. The rates finalized will be strictly for the use of Directorate of Horticulture Jharkhand offices only.

## **F. AMENDMENT OF RFE DOCUMENT**

RFE once submitted cannot be amended. However, in some circumstances (such as major anomaly in the technical specifications having a major impact on pricing etc.), Directorate of Horticulture Jharkhand may decide to take fresh RFE from all or any of the Bidders before opening of the financial bid.

## **G. DEADLINE FOR SUBMISSION OF THE BIDS**

- i. The bids will be received through e-tendering (online) on or before schedule date & time.
- ii. The Directorate of Horticulture, Jharkhand reserves the rights to extend the deadline or for making any other change in the Bid document by issuing an amendment online in this regard. The Director Horticulture also reserves the right to cancel the bid (partially/fully) without declaring any reason.

## **H. VALIDITY OF RFE**

The RFE shall be effective from the date of circulation by Directorate of Horticulture Jharkhand, valid for two years (based on performance evaluation at regular interval).

## **I. EARNEST MONEY DEPOSIT (E.M.D.)**

- i. The bidder is required to submit EMD of INR 5,00,000/- (INR Five Lac only) refundable online only. Cheque/ fixed deposit receipts /bank guarantee/ NSC etc. are not acceptable towards deposit of earnest money.
- ii. As per Jharkhand Procurement policy 2014 (amendment 2019) vide Memo No. 1342, Dated 16.07.19, MSMEs shall be exempted from EMD. (Provided the firm/organization is registered under the trade related to agriculture field).
- iii. E.M.D. of all unsuccessful Bidders will be returned.
- iv. E.M.D. will not carry any interest.
- v. No adjustments will be made from previously submitted EMD.
- vi. For successful bidding the bidder is required to submit the EMD, and document required (both) well before the end of due submission time.
- vii. E.M.D. of bidder will be forfeited if the Bidder at any time prior to its rejection withdraws the bid while the bid is still valid and in case of successful Bidder, fails to sign the agreement within the specified time limit.

## **J. FINANCIAL BID**

- i. Financial bid is to be submitted online as per format given in Annexure IV(BOQ).
- ii. Bidder may submit rates for all items or less items as he /She wishes to quote.

## **K. Security Deposit**

- i. The successful bidder shall furnish security deposit of amount of INR 20,00,000/- (Twenty Lacs only) after the issue of "Letter of Intent" from Directorate of Horticulture in form of FD/Bank Guarantee in favor of Director Horticulture, Jharkhand payable at Ranchi.
- ii. As per Jharkhand Procurement policy 2014 (amendment 2019) vide Memo No. 1342, Dated 16.07.19 MSMEs shall be required to deposit only 10% of Security Deposit (SD) The security deposit shall be kept as a security for three years from the date of agreement and needs to be pledged in the favour of Director Horticulture Jharkhand. If the contract is not renewed, then the security deposit amount will be returned. (To get the benefit of MSME, the firm should be registered under the trade related to agriculture field).
- iii. Once the successful bidder submits the security deposit then the department will return its EMD within 30 days.
- iv. This security deposit shall be forfeited, in case of failure of execution of supply as per the supply order placed time to time or supply of any substandard material reported to be found, and agreement will be terminated, and the Bidder may be debarred or blacklisted for submission of further rate contract.

## **L. PURCHASE ORDER & SUPPLY F.O.R. DESTINATION**

- i. The concerned District Horticulture Officer will be issuing supply/work order on the purchase rates finalized in the RFE as per the indents or demand received from various districts, time to time.
- ii. The Bidder has to deliver the requisite quantity of "Seed" F.O.R. destination through District Office as described in order, which can be District or Block headquarters, or any other place as the case may be, with their own mode of proper transportation, in proper shape and condition to the consignee, within stipulated time schedule.
- iii. It will be mandatory for agency to declare their stocks of the seed on their sale point and report it to the concerned Officer In charge.
- iv. Bidders have to give the supply and movement plan of the seeds from source to destination. Information regarding dispatch date, time, vehicle number, mobile number etc. have to be provided by the agency after receiving supply order.
- v. The agency will mention lot wise quantity of seed supplied in the delivery challan and bills. The challan No. and date should invariably be indicated in the Bills / Invoice, when raised by the agency. The lot wise release Orders/ Certificates from the concerned Authority are to be furnished by the agency along with the bill.
- vi. It is necessary for qualified agency to produce the sample of hybrid/open pollinated seeds to the Director, Horticulture, Jharkhand office as and when required.
- vii. Director Horticulture, Jharkhand reserves the right to segregate the quantity of hybrid/open pollinated seeds supply among two or more bidders or among bidders.

## **M. PROCESS OF FINALISATION OF RATES**

- i. After consent of parties and execution of agreement, rates will be circulated as required.
- ii. No offer will be accepted if the rates are quoted with the condition of minimum single order of half/full truck load etc.

## **N. PRICE FALL CLAUSE**

- i. The price charges for the offered item supplied under the contract by the bidder shall, in no case exceed the lowest price on which the bidder sells to other parties, private or Government bodies.
- ii. If at any time during the said period, the bidders reduce the sale price of such offered item to any other person/organization at a price lower than the price chargeable under the contract, the bidder shall forthwith notify such reduction in rate to Directorate of Horticulture. The price payable under the contract for the item supplied after the date of coming into force, of such reduction in sale price shall stand correspondingly reduced.
- iii. Directorate of Horticulture Jharkhand/DHO shall be entitled to recover any amount paid in excess to the bidder in respect of sale which takes place after the reduction of price by the Bidder.
- iv. If the rate of similar products (with same specification) is found lower within the State of Jharkhand, Directorate of Horticulture will have full power to cancel and recover the excess amount paid.

## **O. MODE OF PAYMENT**

- i. District Horticulture Officer shall make payment to the supplier against supply for the offered items and after receiving essential satisfactory sample report.
- ii. Payment of Supplier's Bill will be made only after getting standard report of sample as per the seed testing norms of supplied materials from a notified laboratory as per requirement of the item.
- iii. If due to any mistake extra payment is made to the Supplier, it will be responsibility of the supplier to point out extra payment and return it to concerned DHO. The concerned DHO will have full authority to adjust such payments from future payments or pending bills or next bills due for payment.
- iv. The supplier will have to submit all the receipts and challan at the office of DHO/ officer in charge to process the payment.

## **P. Violations & Penalties:**

The list of violations mentioned below is not exhaustive and any other deviations, which affect the implementation of the scheme adversely may be considered as deemed fit for smooth functioning of the same.

- i.) A due process, where show cause is issued and adequate time is allowed for response, shall be followed and the empaneled bidder as well as the beneficiary shall be adequately heard, and natural justice provided.
- ii.) In case of violations in respect of failure in quality control & quality assurance and to provide maintenance & after sales service, following penalties shall be imposed by competent authority:

**Q. PROCESS TO BE CONFIDENTIAL**

- i. Information relating to the process of examination, clarification, evaluation, and comparison of bids and recommendations for the award of contract shall not be disclosed to Bidders or any other persons not officially concerned with such process.
- ii. Any effort by the Bidder to influence any officials of the department for processing of bids or award decisions may result in the rejection of their bid.

**R. FORCE MAJEURE CLAUSE**

Neither party shall be held responsible for the non-fulfillment of their obligations under this agreement due to the exigency of one or more of the force majeure events, such as but not limited to acts of God, war, flood, earthquakes, strikes, lockouts, epidemics, riots, civil commotions provided on the occurrence and cessation of any such event the party affected there by shall give a notice in writing to the other party within one month of such occurrence or cessation together with the measures taken by it to mitigate and minimize the adverse effects of such force majeure event. If the force majeure conditions continue beyond six months, the parties shall jointly decide the future course of action.

**S. FRAUD AND CORRUPT PRACTICES: -**

The Directorate of Horticulture, Jharkhand requires all the Bidders should observe the highest standard of ethics.

In pursuant to this policy, following has been defined.-Corrupt Practice "means behavior on the part of officials in the public or private sector by which they improperly and unlawfully enrich themselves and or those close to them, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value.- 'Fraudulent Practice" means a misrepresentation of facts in order to influence an evaluation process of execution to the detriment of the Government and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid price at artificial non-competitive level.

In such an event the DIRECTORATE OF HORTICULTURE, JHARKHAND shall forfeit the EMD and debar or blacklist the BIDDER from participating in future bidding processes of the Directorate of Horticulture Jharkhand for a period of 5 years.

**T. COMPENSATION OF LOSSES OCCURRED DUE TO SUBSTANDARD**

**DEFECTIVE SUPPLY AND DEBARRING/BLACKLISTING OF SUPPLIER:**

- i. The Directorate of Horticulture, Jharkhand reserves its right to reject the lot / stock, if any material is not found conforming to specifications mentioned in the supply/work

order or not found up to the mark and should be replaced immediately by the supplier on receipt of intimation from the consignee, at their own cost. In case the consignment is not replaced as specified, the consignee may have such material removed at the supplier's risk and the expenses incurred being liable to be recovered from Security Deposit, or from any sum due or which may become due to the supplier. No responsibility shall attach to the consignee for the safe custody of material supplied in excess and not so removed.

- ii. In case the competent authority feels that the continuation of the rates under the contract is not desirable, keeping in view the substandard supplied Materials, the empaneled agency will be terminated for the same, after issuing a notice, to explain the reason to the satisfaction of the competent authority. The Bidders can also be debarred or blacklisted by the Directorate of Horticulture, Jharkhand, to carry any further business / supply of such items in the State of Jharkhand permanently or temporarily, for a fixed period, as the case may be, if it is found essential in the interest of the state.

#### **U. TERMINATION OF CONTRACT**

- i. In case at any point of time bidder is found providing false information, DIRECTORATE OF HORTICULTURE JHARKHAND will not execute any rate offered under contract (during process) or will cancel its contract and the bidder can also be debarred or blacklisted from participating in future bidding processes of the DIRECTORATE OF HORTICULTURE JHARKHAND for a period of 5 years.
- ii. The Bidder, if breaches any condition or Clause of the Contract the DIRECTORATE OF HORTICULTURE JHARKHAND is entitled to Terminate the Contract and entitled to demand and recover the loss incurred to it due to such termination of the Contract.
- iii. If the Government scheme is closed or partly revised or modified, due to Incidental decision of State/Central Government or any amendment and the proceedings of purchase is stopped or revised or modified by the DIRECTORATE OF HORTICULTURE JHARKHAND as a result of which the contract will automatically come to an end or partly continues, the Bidder is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against DIRECTORATE OF HORTICULTURE JHARKHAND.
- iv. In case of the any of the conditions in the RFE document are not fulfilled by the successful bidders it shall amount deemed termination of contract, furthermore it shall amount to Suspension/Debarment/Blacklisting of Bidder as adopted by DIRECTORATE OF HORTICULTURE, JHARKHAND.

#### **V. CONSEQUENCES OF CONSUMER FORUM AND ANY COURT OF LAW WITH BIDDER**

The bidder shall own full responsibility for the consequences arising out of consumer forum or any court of law. In case any user approaches the Consumer Forum or any court of law with the complaint regarding substandard of ordered material supplied to him through the bidder.

## W. JURISDICTION

In all cases of legal dispute, only the Ranchi Courts shall be having the jurisdiction. All the necessary affidavits may be done through any Notary Office of Ranchi or other notary office of the country.

## X. EXECUTION OF AGREEMENT

The successful bidder will have to execute an agreement on Rs. 100/- non-judicial stamp paper of required value with the DIRECTORATE OF HORTICULTURE, JHARKHAND in the prescribed format.

## Y. SCOPE OF SUPPLY/WORK: -

The bidder has to supply seeds of tuber crops as per technical specification of item mentioned in **Annexure IV**

Agency should not sublet or assign his contract or any part of it to other vendors or local suppliers. Notwithstanding anything else contained to the contrary in this RFE Document, the Directorate of Horticulture, Jharkhand, reserves the right to cancel/withdraw/modify, fully or partially the -Invitation for RFE" or to accept / reject one or all the RFE without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

### 3.2 Technical Eligibility

1. Self-attested copy of declaration as Seed producing Government of India/ State Government public undertaking/ institutions/agency (hereafter mentioned as agency) with valid "marketing license of seed" from competent authority of the concerned state. In case if the seed producing agency is not having a valid trade/ marketing license of the Seed from Government of Jharkhand, it will be required to register for the same in case the agency the agency is selected. The registration process must be completed within 30 days from the date of selection.
2. Self-attested copy of production license in the name of bidder should be submitted.
3. The agency must enclose valid seed license, from any state. ***If selected as empaneled agency, the agency would have to take valid license from the state of Jharkhand as per seed act 2011.***
4. The bidder should furnish a self-attested copy of PAN and GST.
5. The bidder should furnish self-attested copy of GST return for the last two consecutive quarter i.e., Q3 and Q4 of 2022-23.
6. The bidder should furnish self-attested copy of valid ISO 9001:2015 certificate in Production/sale of seeds.
7. The bidder should furnish self-attested copy of IT Return of last three consecutive financial year 2021-22 and 2022-23 (not the assessment year).
8. Bidder should have 2 years of work experience (last two consecutive) years i.e

FY21-22 & FY 22-23 in concerned field in seed industry. It is mandatory for the bidder to enclose self-attested copy of last 2 years work experience in seed industry, with all necessary documentary proof.

9. The bidder must submit proof of av. annual turnover (INR 3 Cr) for the last three consecutive years FY 20-21, 21-22,22-23, (in case 22-23 has not done he can give annual turnover certificate of FY19-20 with self-certification about audit not done in the FY 2022-23. In case of any false statement/fraud the directorate is free to take legal action.) along with details of the audited balance sheet for the last two years certified by CA for each year along with the UDIN number which was generated during the document certification. Balance sheet without printed UDIN will not be accepted.
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. As per Annexure VII
11. The bidder must enclose self-attested copy of valid company's certificate of Incorporation / MSME registration certificate along with DIC verification certificate.
12. In case of interpretation of languages, the decision of Director, Horticulture will be final.
13. Certificate from DC/District administration regarding character of the Bidder/head of the organization.

(Note: If the evaluation committee feels necessary, it may get verified all the document from the issuing authority. The above specified asked documents, terms& conditions are mandatory for any bidder to qualify for empanelment.)

**Note: For MSME relaxation as per Jharkhand Procurement Policy 2014 (as amended vide memo No. 1342, dated 16.07.19). MSME firm should produce District Industrial Centre registration certificate in the relevant field (in agriculture related trade only) of Jharkhand for consideration for relaxation.**

### **3.3 Consortium**

Consortium is not allowed.

### **3.4 List of documents to be submitted as part of response to RFE.**

All documents must be properly marked and submitted. The response to RFE should be submitted in soft copy on e-tender portal. The online bid submitted by the bidder would be considered sacrosanct for evaluation of the bid. However, in case of any discrepancy observed in online bid like poor visibility of the scanned document etc., the signed hard can be demanded.

### **3.5 Disqualification**

Directorate of Horticulture may at its sole discretion and at any time during the



evaluation of application, disqualify any applicant, if the applicant:

- i. Submitted the application after the response deadline.
- ii. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- iii. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- iv. Submitted an application that is not accompanied by required documentation or is non-responsive.
- v. Failed to provide clarifications related, when sought.
- vi. Submitted more than one application on its own, or incomplete application.
- vii. Was declared ineligible/blacklisted by the Government of India/State/UT government. Or is in legal litigation with Government of Jharkhand.

#### **SECTION IV: EVALUATION AND SELECTION PROCEDURE**

In order to empanel the agency, Directorate of Horticulture, Jharkhand will constitute an Evaluation Committee to evaluate the proposals submitted. During evaluation of proposals Directorate of Horticulture, Jharkhand may, at its discretion, ask the bidders for clarification on their applications. The process for selection is as given below.

##### **1 Evaluation process**

Scrutiny of eligibility criteria as mentioned for responsiveness to the RFE will be done by the Evaluation Committee to determine whether the documents have been properly signed, qualification criteria fulfilled, and all relevant papers submitted. The Evaluation Committee can seek additional information from the bidders, if needed during technical evaluation. The response to the RFE not conforming to requirements will be rejected.

Technical Evaluation will be done on the basis of documents submitted as per Annexure-I and Annexure-II

##### **4.2 Selection**

It shall be deemed that by submitting the bid, the bidder has understood the scope, the contents of the RFE document and all other relevant information pertaining to this RFE.

The selection would be based on Least Cost Method and called for further negotiations if required and agency will be empaneled.

Directorate of Horticulture, Jharkhand shall not be liable for any mistake or error by the bidder in respect of their quotes.

At any point prior to the bid due date, Directorate of Horticulture, Jharkhand may for any reason modify the RFE document for any of its contents by issuing corrigendum/addendum.

The agency selected will be required to sign an agreement with Directorate of Horticulture, Jharkhand, accepting the terms and conditions. After signing of the agreement, no variation or modification in the terms of the agreement shall be made except by written amendment signed by both parties.

## **SECTION V: TERMS AND CONDITIONS OF AGREEMENT**

The agency selected will have to sign an agreement with the Directorate of Horticulture, Jharkhand with the following terms and conditions.

### **5.1 Nativity**

The organization must be incorporated in India as per GOI guidelines.

### **5.2 Relationship**

Neither party shall use the other parties name or any service or proprietary name, mark or logo of the other party for promotional purpose without first having obtained the other party's prior written approval.

### **5.3 Right to rejection and right to annulment**

Directorate of Horticulture, Jharkhand reserves the right to reject any Request for Proposal and to annul the process and reject all such requests at any time, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision.

### **5.4 No obligation**

Directorate of Horticulture, Jharkhand does not guarantee that any Bidders shall be awarded any project/Assignment as a result of this RFE.

### **5.5 Confidentiality**

Information relating to evaluation of application and recommendations concerning awards shall not be disclosed to the Bidders who submitted the applications or to other persons not officially concerned with the process. The undue use by any applicant of confidential information related to the process may result in the rejection of their application.

### **5.6 Period of Selection**

**Directorate of Horticulture, Jharkhand shall select agency for two years (based on**

**performance evaluation on regular interval).** Directorate of Horticulture, Jharkhand shall be free to curtail the agreement at any time during the period of supply of EFY and Ginger seeds.

#### **5.7 Indemnity**

The selected Agency will indemnify Directorate of Horticulture, Jharkhand against all third-party claims of infringement of patent, trademark/copy-right or industrial design and rights arising from the use of software/ hardware/manpower etc. and related services or any part thereof. DIRECTORATE OF HORTICULTURE, JHARKHAND stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period. Directorate of Horticulture, Jharkhand also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower while working on the project.

#### **5.8 Only one application**

An applicant can submit only one proposal on his own. If an applicant submits more than one proposal, both proposals shall be disqualified.

#### **5.9 Amendment**

At any time prior to deadline for submission of applications, Directorate of Horticulture, Jharkhand may for any reason, modify this document. The amendment document shall be notified through website and such amendments shall be binding on all Bidders.

#### **5.10 Disclaimer**

This RFE is not an offer by the Directorate of Horticulture, Jharkhand, but an invitation to receive responses from eligible interested Bidders for Directorate Horticulture, Jharkhand. The Directorate Horticulture, Jharkhand will select Bidder who fulfill the eligibility criteria. No contractual obligation whatsoever shall arise from this process.

The evaluation shall be strictly based on the information and supporting documents provided by the Bidders in the application submitted by them. It is the responsibility of the Bidders to provide all supporting documents necessary to fulfill the mandatory eligibility criteria. In case, information required by Directorate of Horticulture, Jharkhand is not provided by applicant, Directorate of Horticulture, Jharkhand may choose to proceed with evaluation based on information provided and shall not request the applicant for further information. Hence, responsibility for providing information as required in this form lies solely with applicant.

Though adequate care has been taken while issuing this RFE document, the applicant Bidder should satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office (as mentioned below) immediately. If no intimation is received by this office within 3 days from the date of commencement & sale of the RFE documents, then this office shall consider that the document received by the Bidder is complete in all respects and that the bidder is satisfied that the RFE Document is complete in all respect.

#### **5.11 Binding Clause**

All decisions taken by the Directorate of Horticulture, Jharkhand regarding this contract shall be final and binding on all concerned parties.

#### **5.12 Agency's Integrity**

The agency is responsible for and obliged to conduct all contracted activities as defined in the scope of work in accordance with the Contract.

#### **5.13 Agency's Obligations**

The agency will be obliged to work closely with the Directorate of Horticulture, Jharkhand's staff, act within its own authority and abide by directives issued by the Directorate of Horticulture, Jharkhand.

The Agency will abide by the job safety measures prevalent in India and will free the Directorate of Horticulture, Jharkhand from all demands or responsibilities arising from accidents or loss of life the cause of which is the Agency's negligence. The Agency will pay all indemnities arising from such incidents and will not hold the Directorate of Horticulture, Jharkhand responsible or obligated.

The Agency will be responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanor.

The Agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to Directorate of Horticulture, Jharkhand's interest.

#### **5.14 Conflict of Interest**

Bidder shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Bidder due to prior, current, or proposed contracts, engagements, or affiliations with the Department. Additionally, such disclosure shall address any and all potential elements (time frame for service, delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements.

#### **5.15 Non-Disclosure Agreement**

The Agency will treat all data and information about the Directorate of Horticulture, Jharkhand, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Directorate of Horticulture, Jharkhand. All agency shortlisted shall submit a Non-Disclosure Agreement to Directorate of Horticulture, Jharkhand.

#### **5.16 Intellectual Property Rights**

Directorate of Horticulture, Jharkhand shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, products, software, specifications, reports, drawings and other documents which have been developed by the agency during the performance of Services and for the purposes of inter-alia use or sub-license of such services.

The agency undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the services to Directorate of Horticulture, Jharkhand and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of Directorate of Horticulture, Jharkhand.

The agency shall ensure that while it uses any software, hardware, processes or material in the course of performing the services, it does not infringe the Intellectual Property Rights of any person and the Agency shall keep Directorate of Horticulture, Jharkhand indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Agency during the course of performance of the Services.

#### **5.17 Arbitration**

If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under GOJ & GOI guidelines.

#### **5.18 Applicable Law**

The agency shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing/seed supply.

**Annexure I: Application Format for Registration**

**(On letter head of the company/firm/agency)**

Sl.	Particulars	Details	Document enclosed (Yes/No)	Page No.
1.	Name of the Firm/Bidder/Agency			
2.	State level valid Marketing license of Seed from any state.			
3.	Production Licence of hybrid/open pollinated Seeds			
4.	Complete mailing address with contact no. & Email ID:			
5.	Details of Bank Account			
6.	PAN No.:			
7.	GST No:			
8.	Affidavit (issued by notary) of non- blacklisting (annexure-vii), authority letter (annexure-iii) and declaration (annexure-v, vi & vii).			
9.	Seed licence issued from Director Agriculture, Govt. of Jharkhand for Seed. (If not having the licence in Jharkhand, then need to register and get it in 30 days after award)			
10.	Address and contact no. of contact person and address and contact no. of office located in Jharkhand/other state:			
11.	Enclose Self-attested copy of annual turnover, balance sheet etc signed from competent authority			
12.	Document fee of Rs.10,000/-			
13.	EMD of Rs. 5,00,000/-			
14.	Details of GST registration. (In case of non-registration in Jharkhand, Registration with Jharkhand commercial taxes Department is mandatory. Any firm registered with commercial tax-department of other state has to be registered in Jharkhand within three months from the date of registration; otherwise, contract would get cancelled.)			

## **Annexure II: Check list of Required Documents for Technical Eligibility**

Name of the Agency/Firm/Bidder

Sl. No.	Attached Document
1.	Dully filled – in application form in prescribed format. (Annexure I)
2.	Self-attested copy of Seed License from competent Institution, Certificate of incorporation.
3.	MSME claim certificate (if applicable) with DIC certificate.
4.	Self-attested copy of Production Licence of hybrid/open pollinated Seeds from competent Institution
5.	Self-attested copy of PAN card and GST
6.	Self-attested Photocopy of GST return for the last two quarter i.e., Q3 and Q4 of 2022-23.and up to date professional tax clearance.
7.	Application fee, EMD
8.	Self-attested copy of proof of annual turnover, balance sheet (with printed UDIN), etc. vetted from competent authority
9.	Self-attested copy of proof of work experience
	(a) Work order from Govt./Non- Govt. Institution/ individual farmer OR
	(b) Related payment proof.
10.	Self-Declaration regarding the specification of the components.

**Note: The above documents will be the basis of technical eligibility**

**Annexure III: Authority Letter**

**(On the letter head of the agency)**

M/s \_\_\_\_\_

\_\_\_\_\_

(Name, designations, address, telephone no. with AADHAAR (UIDAI) of authorized representative) is working in our organization in payroll and he/she is our authorized representative on behalf of our organization for the State of Jharkhand.

He is authorized to sign, submit, collect & correct all empanelment/quotation/project documents on behalf of our company.

Seal of the Company:

Signature of Authorized Signatory

Dated: -----

Name: -

Designation: -

DIN/PAN No.-



### **Annexure IV-Financial Bid (BOQ)**

(On the letter head of the agency)

#### **Financial Proposal of the Hybrid and Open pollinated seeds**

To,

The Director Horticulture  
Jharkhand, Ranchi

Sir/Madam,

I/we do hereby declare our supply rates of following items in accordance with the instructions in the RFE bid document.

<b>Sl. No.</b>	<b>Crop</b>	<b>Variety Hybrid/open pollinated</b>	<b>Seed Qty./Kg</b>	<b>Seed Rate (Rs.in Figure)</b>	<b>Seed Rate (Rs in Words)</b>	<b>Remarks</b>
01	Ginger	Nadia/Suprabha	25 Kg			
		Nadia/Suprabha	50 Kg			
02	Ole	Gajendra/Shree-Padma	25 Kg			
		Gajendra/Shree-Padma	50 Kg			

Note: In case of any discrepancies in the rate quote in words and figures, rate quoted in figures will be considered as final.

Note: The quantity is indicative in nature and may vary at the time of distribution.

## **Annexure V: Responsibility of Seed Supplier whom work is awarded**

1. To make available the products in the districts/ blocks as directed concerned DHO or the competent authority.
2. Should have proper dealer network up to block level to provide the seed.
3. If samples fail the payment of the whole batch will not be given and will be levied penalty
4. Forged billing will lead to blacklisting of the companies.
5. Will have to abide by the provisions of Seed Act 1966 ECA, ECA Act and other related acts of GOI & GOJ.

**Annexure VI : Declaration**

**No other Firm / Sister concern / Associate belonging to the same group is not participating /Submitting this RFE.**

**(Upload on Rs.100.00 Non-Judicial Stamp Paper Notarized Copy of Affidavit, as well as submit original in hard copy)**

We have gone through the complete Bid/RFE documents and understood the instruction to the bidder, and we accept the Terms & Conditions mentioned in this Bid/RFE documents (RFE Notice Horti-01/2023-24)

1.0 We M/s. \_\_\_\_\_ hereby bid the Prospective RFE. Having any common partners/Directors/Managing Partners etc. or having any other common criteria shall be considered as Sister/ Group/Associates Company/Related Company. In such cases, only one of them will be eligible for participating in the RFE.

1.1 We Declare that no other Firm/Sister concern/Associate belonging to the same group is not Participating/Subsubmitting this RFE.

1.2 We declare that the entire submitted document is original & true to my knowledge.

Date-----

Authorized Person's Signature-----

(Name \_\_\_\_\_ )

Witness \_\_\_\_\_

(Name & Signature)

Address -----

Address-----

-----  
-----

-----  
-----

Name of the Firm \_\_\_\_\_

Seal of the Firm-----

**Annexure VII : Declaration**

**(Upload on Rs.100.00 Non-Judicial Stamp Paper Notarized Copy of Affidavit)**

We have gone through the complete RFE documents (RFE Notice Horti-01/2023-24) and understood the instructions to the bidder, and we accept the Terms & Conditions mentioned in this RFE documents.

We M/s. \_\_\_\_\_ here by provide our lowest rates for the RFE for the supply through the Directorate of Horticulture, Jharkhand, conforming to the specifications mentioned in the Annexure of these RFE documents.

1.1 We Declares that: -

We undertake to supply such quantities of Items, as we may be called upon to supply under the conditions hereto, during the allotted period from the date of execution of the agreement, on the rates specified in the agreement, at the places to be specified by the Director Horticulture, Jharkhand, within the specified delivery period.

We do undertake that on receipt of supply order, we shall be able to supply the required quantity of protected structure materials within stipulated time. In default of supply beyond the stated period, Director, Horticulture, Jharkhand may take penal action which may amount to return of the stock, whole or part of it, which will be taken back on our own cost.

We do undertake to compensate suitably in case of supply of poor quality of protected structure materials, after due verification by a joint team of our organization and the officers of Department of Horticulture, Govt of Jharkhand.

We do undertake to compensate suitably in case of germination failure/poor performance of the crop at field level due to supply of poor quality of seeds, after due verification by a joint team of our organization and the officers of Department of Horticulture, Govt of Jharkhand. (as per seed act 2011)

We here by agree to abide by and fulfill all the terms of this offer and all the conditions of contract or in default then to forfeit and pay to the Director Horticulture, Jharkhand, his successors, the penalties or sum of money mentioned in the said conditions.

We accept that the Earnest Money Deposit by us shall be retained by the Director Horticulture, Jharkhand, on account of the Security Deposit specified in clause of the said conditions of contract.

1.1 We declare that our agency/company/firm and any of our director/ office bearer/authorized agent are neither convicted by any court of law nor any charge has been framed by any Government agency regarding misappropriation/defalcation of Government fund and neither never have been blacklisted by any Government/Semi Government/Institute/Authority.

1.2 We declare that the entire submitted document is original & true to my knowledge.

Date -----

Authorized Person's Signature  
----(Name \_\_\_\_\_)

Witness (Name & Signature)

Address \_\_\_\_\_

Address: \_\_\_\_\_

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Name of the Firm \_\_\_\_\_

Seal of the Firm-----

