



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: Adarsh Nagar, Kanke Road, Ranchi - 834008

आदर्श नगर, कांके रोड, राँची- 834008

NCCF/RAN/ADMN/2022-23/95

Dated: 01/07/2022

TENDER NOTICE

National Cooperative Consumers' Federation of India Ltd. (NCCF) Ranchi Branch intends to be participated in e-tender for empanelment of Vegetable Seed Suppliers for a period of one year (2022-23) published by Office of the Directorate of Horticulture, Jharkhand, Ranchi (copy enclosed).

Interested enlisted, sound and well experience supplier(s) of NCCF are requested to contact NCCF, Ranchi Branch and submit their offer on or before 5/7/2022 at 12.00 noon enabling us to proceed further.

- Rate is to be quoted as per tender published by Directorate of Horticulture, Jharkhand, Ranchi Selection of supplier will be made on the bass of maximum margin offered for NCCF and lowest rate quoted and acceptance of all terms & conditions of tender and NCCF.
- NCCF will be at liberty to distribute the quantity of material (40% maximum) to be supplied among all the technically eligible bidder (bidders who qualify the eligibility criteria and have deposited requisite earnest money along with their bids) at the lowest accepted rates by the Tendering Organization subject to acceptance of the lowest rates by the bidders other than L1, after acceptance of NCCF's offer by the Tendering Organization.

NCCF reserves the right to accept or reject any offer at any stage without assigning any reason thereof.

(B.B. Singh)

Branch Manager

Mobile No. 9883176918

Encl: Copy of tender document.

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

REQUEST FOR EMPANELMENT (RFE)(LIMITED TENDER) FOR SUPPLY
OF HYBRID/OPEN POLLINATED SEEDS OF VEGETABLES & TUBER
CROPS FOR KHARIF SEASON UNDER VARIOUS SCHEMES OF
DIRECTORATE OF HORTICULTURE & NATIONAL HORTICULTURE
MISSION FOR FY 2022-23



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

Directorate of Horticulture
Government of Jharkhand
3rd Floor, Krishi Bhawan, Kanke Road, Ranchi – 834008

REQUEST FOR EMPANELMENT (RFE)(LIMITED TENDER) FOR SUPPLY OF
HYBRID/OPEN POLLINATED SEEDS OF VEGETABLES & TUBER CROPS FOR KHARIF
SEASON UNDER VARIOUS SCHEMES OF DIRECTORATE OF HORTICULTURE &
NATIONAL HORTICULTURE MISSION FOR FY 2022-23

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. (Kharif Season)	To supply hybrid/open pollinated seeds of vegetables & tuber crops as per the demand and at defined time and location.

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

- a. Applicants (hereinafter referred to as “Bidders”) are required to submit only one application for supply hybrid/open pollinated seeds of vegetables & tuber crops (hereinafter referred to as “Seeds”).
- b. Bidder should Download the RFE Document and read carefully before uploading the required document.
- c. Collect all the necessary documents for uploading. Number (page) them in order and upload according to respective eligibility condition. Fill up all the necessary information and upload the documents.

- d. Bidders eligible as per qualifying conditions will be short listed based on the information provided by them.
- e. Before final submission, check fulfilment of all necessary conditions and document carefully.
- f. Pay the required Document Fee and EMD as defined in RFE Document.
- g. Detailed RFE Empanelment must be submitted at the Director of Horticulture, 3rd Floor, Krishi Bhawan, Kanke Road, Ranchi 834008

Important Dates

1	Name of Work	Request for Empanelment (RFE)(limited tender) for supply of hybrid/open pollinated seeds of vegetables & tuber crops for Kharif season under various schemes of directorate of horticulture & national horticulture mission for FY 2022-23
2	Estimated Cost (Rs.)	Rs. 300.00 Lakhs
3	Time of Completion	90 days
4	Tender Form Cost	Rs. 10000.00
5	EMD Amount	Rs. 5.00 Lakhs
6	Date of Publication of tender on website	27.06.2022 at 06:00 PM
7	Pre Bid Meeting	29.06.2022 at 03:30 PM
8	Document Download Period	27.06.2022 at 07:00 PM to 07.07.2022 at 03:00 PM
9	Online Bid Submission Period	30.06.2022 at 10:00 AM to 07.07.2022 at 03:00 PM
10	Hard Copy of Tender Documents, EMD and Tender Cost submission date	The hard copy of RFE documents as mentioned in section 3.4 of RFE should be submitted to the office of Director, Horticulture, 3rd Floor, Krishi Bhawan, Kanke Road, Ranchi 834008 by 08.07.2022 upto 03:30 PM. Please refer clause 3.1.H(iv) of RFE document for further details
11	Date and Place of Technical Bid Opening	09.07.2022 at 04:00 PM Directorate of Horticulture, 3 rd Floor, Krishi Bhawan, Kanke Road, Ranchi-834008
12	Name and Address of the tender inviting Authority	Smt Nesha Oraon I.R.S. Director Horticulture, Jharkhand, Ranchi
13	Contact No. of e-procurement officer	8709394856
14	Helpline No. of e-procurement cell	0651-2230691

Contents

Section I:Background.....	6
Section II: Objective & Scope of Work	7
Section III: Eligibility Criteria	8
3.1 General Eligibility	8
3.2Technical Eligibility	16
3.3 Consortium	17
3.4 List of documents to be submitted as part of response to RFE	17
3.5 Disqualification.....	17
SECTION IV- EVALUATION AND SELECTION PROCEDURE	19
4.1 Evaluation process.....	19
4.2 Selection.....	19
SECTION V: TERMS AND CONDITIONS OF AGREEMENT	20
5.1 Nativity.....	20
5.2 Relationship.....	20
5.3 Right to rejection and Right to annulment	20
5.4 No obligation.....	20
5.5Confidentiality	20
5.6Period of Selection.....	20
5.7 Indemnity	21
5.8Only one application	21
5.9Amendment	21
5.10Disclaimer.....	21
5.11Binding Clause.....	21
5.12 Agency's Integrity.....	22
5.13 Agency's Obligations	22
5.14 Conflict of Interest.....	22
5.15 Non-Disclosure Agreement.....	22
5.16 Intellectual Property Rights	22
5.17Arbitration	23
5.18Applicable Law.....	23
Annexure I: Application Format for Registration.....	24
Annexure III: Format of Authority Letter	27
Annexure IV Financial Bid (BOQ)	28
Annexure V: Responsibility of Seed Supplier whom work is awarded.....	30
Annexure VI: Declaration.....	31
Annexure VII: Declaration	32

Details of the RFE

RFE No.	Horti/03/2022-23
Title of RFE	Request for Empanelment(RFE) (Limited Tender) For hybrid/open pollinated seeds of vegetables & tuber crops for a Period of One Year (2022-23)
Document Fee	INR 10000.00(Rupees Ten Thousand only) Only demand draft to be made in favour of Director Horticulture, Jharkhand payable at Ranchi. Note: DD should only be made from any nationalized bank.
Pre Bid Meeting	29.06.2022 at 03:30 PM (virtually)
Start & End Date & Time for Downloading of RFE document	27.06.2022 at 07:00 PM to 07.07.2022 at 03:00 PM
Last date and time for online submission of RFE	07.07.2022 at 03:00 PM
Last date and time for Hardcopy submission of RFE document cost & EMD	The hard copy of RFE documents as mentioned in section 3.4 of RFE should be submitted to the office of Director, Horticulture, 3rd Floor, Krishi Bhawan, Kanke Road, Ranchi 834008 by 08.07.2022 upto 03:30 PM. Please refer clause 3.1.H(iv) of RFE document for further details
Date of opening of the RFE	09.07.2022 at 04:00 PM
Mode of Empanelment Submission	The application forms along with terms and conditions & etc. can be filled with the link available on the website jharkhandtenders.gov.in . The hard copy of RFE documents cost and EMD should be submitted to the office of Director, Horticulture, 3 rd Floor, Krishi Bhawan, Kanke Road, Ranchi 834008. Please refer clause 3.1.H (iv) for further details.
Earnest Money Deposit (EMD)	The bidders are required to submit Earnest money (refundable) in the form of Bank guarantee/ Demand Draft issued by any nationalized Bank amounting Rs.5.00 lakhs (Rupees Five lakhs only) in favour of Director Horticulture, Jharkhand, payable at Ranchi. Cheque / fixed deposit receipts / NSC etc. are not acceptable towards deposit of earnest money.
Period of Supply	01 Year (One Year)

Note: -The Bidder must read carefully the entire tender document from the beginning and must declare that he has gone through and accept all the clause 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 endeavours 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 subsidised 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, minimising 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 FY 2022-23.

- i. The seed supplying agency would be required to timely complete supply of Hybrid/Open Pollinated Seeds of Vegetables (District level) & Tuber Crops (Block level) through dealer networking in different districts of Jharkhand State.
- ii. The quality of Hybrid/Open Pollinated seed provided by the seed agency should be as per the Seed Act 1966.
- iii. The seed germination & quality testing of the recommended hybrid seeds (list of recommended seed varieties mentioned in Annexure IV) is under process. Meanwhile, due to shortage of time, RFE will be floated on the terms that after the germination & quality testing of the seeds & final reporting, the selected agency will be awarded work order.
- iv. Quality of seed
 - a. The variety of crop must be distinct identical genetic, uniform and stable and most suitable for cultivation in all districts of Jharkhand.
 - 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 hybrid/ open pollinated seed throughout Jharkhand as per the direction of the department.
- vii. The rates of varieties shall remain valid up to a period of One (01) year.
- viii. The purchase of seeds by the seed supplying agency shall be based on demand of farmers for particular crop & variety and shall be undertaken over the period preceding the cropping season.

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 have to be submitted through- tendering online and also in the form of hard copy at Directorate Horticulture, 3rd Floor, Krishi Bhawan, Kanke Road, Ranchi.
- 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**.
- 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 bids will be rejected.
- vii. Once the online submission of bid is completed successfully the bidder must submit the hard copy of all the documents in the office of Director Horticulture, 3rd Floor, Krishi Bhawan, Kanke Road, Ranchi 834008
- viii. Bidder should deposit the EMD as per the instructions specified in the RFE document. The details of the tender/document fee and EMD, physically submitted must tally with the online details, otherwise the uploaded bid will be rejected

The prospective bidders having any common Partners/Directors/Managing partners etc. or having any other common criteria shall be considered as Sister / Group /

Associates Company/Concern/Company. In such cases, only one of them will be eligible for participating in the tender. Tenderers have to 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

- i. The rates quoted by the Bidders shall be valid for 90 days from the Schedule date of submission of the Bid for decision and finalization of the RFE.
- ii. Prior to the expiry of the validity of the period of validity of the Bids, the Horticulture Director, Jharkhand may extend the timeline of validity for a specific additional period.

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 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 enclosed (**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. PRE BID MEETING & ISSUE OF CORRIGENDUM

- i. A prospective Bidder requiring any clarification on the RFE Documents may submit queries in writing on or before date of Pre Bid Meeting at Directorate of Horticulture Jharkhand office.
- ii. Directorate of Horticulture at its sole discretion may provide response to the queries.

- iii. After Pre Bid Meeting Directorate of Horticulture may modify the RFE Document by a corrigendum.
- iv. Any corrigendum shall be deemed to be incorporated into this RFE.
- v. Any further corrigendum(s) to this RFE shall be published only on website <http://jharkhandtenders.gov.in>.

G. 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.

H. DEADLINE FOR SUBMISSION OF THE BIDS

- i. The bids will be received through e-tendering (online) and/or also in the form hard copy on or before schedule date & time.
- ii. If any relaxation is to be sought in the view of COVID 19 situation it may be informed in writing (via mail on ddhranchi@rediffmail.com/ courier/ speed post) before the last date of bid submission.
- iii. 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.
- iv. In case, if due to COVID 19, the agency is not able to submit the hard copy physically, they will have to send the hard copy via registered speed post/ courier(In case if the bidder is sending the document via registered post/ courier, they must give prior intimation of the same on companies letter head via mail on ddhranchi@rediffmail.com). And if the agency qualifies as per the online bid submitted then the agreement will only be signed once the hard copy is received in the office of Director Horticulture, Jharkhand.

I. VALIDITY OF RFE

The RFE shall be effective from the date of circulation by Directorate of Horticulture, Jharkhand, till one year from the date of circulation of RFE. The RFE can be extended for a specific time period as per policy of Directorate of Horticulture, Jharkhand.

J. EARNEST MONEY DEPOSIT (E.M.D.)

- i. The bidder is required to submit Earnest money (refundable) in the form of Bank guarantee/ Demand Draft issued by any nationalized Bank amounting Rs.5.00 lakhs (Rupees Five lakhs only) in favour of Director Horticulture, Jharkhand, Ranchi payable at Ranchi. Cheque / fixed deposit receipts / NSC etc. are not acceptable towards deposit of earnest money. **If any interested bidder has given EMD in previous RFE (Horti/01/2022-23), they are exempted from depositing any EMD in this RFE of seeds procurement.**
- ii. E.M.D. of all unsuccessful Bidders will be returned.
- iii. E.M.D. will not carry any interest.
- iv. No adjustments will be made from previously submitted EMD.
- v. For successful bidding the bidder is required to submit the EMD and document required (both) well before the end of due submission time.
- vi. 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 also in case successful Bidder, fails to sign the agreement within the specified time limit.

K. 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 wishes to quote.

L. Security Deposit

- i. The successful bidder shall furnish security deposit which may be finalised at time of issue of "Letter of Intent" from Directorate of Horticulture, in form of DD/Bank Guarantee in favour of Director Horticulture, Jharkhand payable at Ranchi.
- ii. The security deposit should be valid for minimum period of one year from the date of agreement and needs to be pledged in the favour of Director Horticulture, Jharkhand.
- iii. Once the successful bidder submits the security deposit then the department will return its EMD.
- 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.

M. PURCHASE ORDER & SUPPLY F.O.R. DESTINATION

- i. The Director Horticulture, Jharkhand will be issuing supply order on the purchase rates finalised in the RFE as per the indents or demand received from the 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 head quarters, 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.
- viii. Successful bidder/s should mandatorily and timely incorporate all relevant details in the blockchain based seed tracking platform developed by the Directorate of Agriculture

N. PROCESS OF FINALISATAION 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.

O. 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 Director Horticulture, Jharkhand. 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. Director Horticulture, Jharkhand 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, Director Horticulture, will have full power to cancel and recover the excess amount paid.

P. 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. All payments against the supplies will be made only in the Name of the supplier on whom the orders for supply are issued. No payment will be made in the name of any other person or firm.
- iii. 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.
- iv. If due to any mistake extra payment is made to the Bidder, it will be responsibility of the supplier to point out extra payment and return it to Director Horticulture, Jharkhand. Director Horticulture, Jharkhand will have full authority to adjust such payments from security deposit or pending bills or next bills due for payment.
- v. The supplier will have to submit all the receipts and challan at the office of DHO/ officer in charge to process the subsidy part of the payment.

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-fulfilment 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 Director 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 behaviour 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 1 to 5 years.

T. COMPENSATION OF LOSSES OCCURRED DUE TO SUBSTANDARD

DEFECTIVE SUPPLY AND DEBARRING / BLACKLISTING OF SUPPLIER:

- i. The Director Horticulture, Jharkhand reserves its right to reject the lot / stock, if any material is not found conforming to specifications mentioned in the supply 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 suppliers 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 Material. she/he can terminate 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 Director 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 1 to 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 also 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 DIRECTORATE OF HORTICULTURE, JHARKHAND.

W. JURISDICTION

In all cases of legal dispute, only the Ranchi Courts shall be having the jurisdiction.

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 within a fortnight from the date of communication of acceptance of his offer by the DIRECTORATE OF HORTICULTURE, JHARKHAND, 3rd Floor, Krishi Bhawan, Kanke Road, Ranchi, failing to do which, the earnest money will be forfeited by the DIRECTORATE OF HORTICULTURE, JHARKHAND.

Y. Scope of Supply/Work: -

The bidder has to supply hybrid/open pollinated seeds of vegetables & 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.

All the necessary affidavit may be done through any Notary Office of Ranchi or other notary office of the country.

Notwithstanding anything else contained to the contrary in this RFE Document, the Director Horticulture, Jharkhand, reserves the right to cancel / withdraw / modify, fully or partially the "Invitation for RFE" or to accept / reject one or all of the RFE without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

3.2 Technical Eligibility

- i. 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.
- ii. Self-attested copy of production license in the name of bidder should be submitted.
- iii. The agency must enclose valid seed license, from any state. If selected as empanelled agency, the agency would have to take valid licence from the state of Jharkhand as per seed act 2011.

- iv. The agency can apply for one or more than one variety of hybrid/open pollinated seeds of different crops in a single application. It is mandatory for them to enclose self attested copy of last 2years work experience, with all necessary documentary proof.
- v. The varieties of seeds which is being provided should be suitable for soil and climatic condition of Jharkhand. In case if the seeds provided by the agencies are of poor quality which hampers the production then the agency will have to pay full compensation to the farmer/ beneficiary. The agency will be also will blacklisted from an immediate effect. (The bidder will have to provide an undertaking on their letter head.)
- vi. 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**

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 and in hard copy at Directorate of Horticulture, (signed on every page). 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 copy version will be referred for evaluation.

The bidders are required to give two sealed covers containing documents/information as follows:

- i. Sealed cover-I: Technical & general information along with supporting documents & document fee and EMD (As per Annexure I, II, III, V,VI,VII)
- ii. Sealed cover-II: Financial bid giving variety wise rate of hybrid/open pollinated seeds as sought in RFE documents. (As per Annexure IV)

Sealed cover-I and II should be provided together in another sealed cover.

3.5 Disqualification

Director Horticulture, Jharkhand 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 thereto, 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 litigation with government of Jharkhand.

SECTION IV- EVALUATION AND SELECTION PROCEDURE

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

4.1 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 tender document and all other relevant information pertaining to this tender.

The total cost of the seed including taxes, duties and all other expenses quoted by the bidder shall be considered for financial price evaluation.

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

Director 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, Director Horticulture, Jharkhand may for any reason modify the tender document for any of its contents by issuing corrigendum/addendum.

The agency selected will be required to sign an agreement with Director 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 Director 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

Director Horticulture, Jharkhand reserves the right to reject any Request for Empanelment 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 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

Director Horticulture, Jharkhand shall select agency for one year and extendable upto a period of 3 years.

The duration may be extended through mutual consent for a further period based on periodic reviews to assess the performance during the specified duration at the same terms and conditions. Director Horticulture, Jharkhand shall be free to curtail the agreement at any time during the period of seed supply, without assigning any reason.

5.7 Indemnity

The selected Agency will indemnify Director Horticulture, Jharkhand against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of software/ hardware/ manpower etc. and related services or any part thereof. DIRECTOR 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. Director 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 its own. If an applicant submits more than one proposal, both proposal shall be disqualified.

5.9 Amendment

At any time prior to deadline for submission of applications, Director 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 Director Horticulture, Jharkhand, but an invitation to receive responses from eligible interested Bidders as hybrid/open pollinated seeds of vegetables & tuber crop supplying agency for Directorate, Horticulture, Jharkhand. The Directorate Horticulture, Jharkhand will select Bidder who fulfil 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 fulfil the mandatory eligibility criteria. In case, information required by Director Horticulture, Jharkhand is not provided by applicant, Director 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.

5.11 Binding Clause

All decisions taken by the Director 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 Director Horticulture, Jharkhand's staff, act within its own authority and abide by directives issued by the Director Horticulture, Jharkhand.

The Agency will abide by the job safety measures prevalent in India and will free the Director 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 Director 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 misdemeanour.

The Agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to Director 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 as confidential all data and information about the Director 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 Director Horticulture, Jharkhand. All agency shortlisted shall submit a Non-Disclosure Agreement to Director Horticulture, Jharkhand.

5.16 Intellectual Property Rights

Director 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 Director 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 Director 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 Director 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.

Annexure I: Application Format for Registration

Sl.	Particulars	Details	Document enclosed (Yes/No)	Page No.
1.	Name of the Government 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.	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)			
9.	Address and contact no. of contact person and address and contact no. of office located in Jharkhand/other state:			
10.	Enclose Self-attested copy of annual turnover, balance sheet etc signed from competent authority			
11.	Self-attested copy of 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 I (cont...)

Sl	Crop	Quantity Available to be supplied (qtl)	
		Variety	Quantity (in qtls)
1.	Tomato		
2.	Brinjal		
3.	Chilli		
4.	Capsicum		
5.	Ridge Gourd		
6.	Bottle Gourd		
7.	Bitter Gourd		
8.	Sponge Gourd		
9.	Pointed Gourd		
10.	Bean		
11.	Vegetable Soyabean		
12.	Coriander		
13.	French Bean		
14.	Pumpkin		
15.	Sweet Corn		
16.	Baby Corn		

Note: -

1. I accept all the terms and conditions mentioned in the document to be empanelled with Directorate of Horticulture, Jharkhand, Ranchi.
2. I hereby certify that all the information mentioned above are true and in case any information is found to be incorrect, my application may be treated as rejected by Directorate of Horticulture, Jharkhand, Ranchi.

Signature :

Name :

Designation :

Seal :

Annexure II: Minimum required Documents for Technical Eligibility

Name of The 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
3.	Self-attested copy of Production Licence of hybrid/open pollinated Seeds from competent Institution
4.	Self-attested Photocopy of Pan Card.
5.	Self-attested Photocopy of GST return of atleast any one quarter of the last 12 months.
6.	Registration fee.
7.	Self-attested copy of proof of annual turnover, balance sheet, etc. vetted from competent authority
8.	Self-attested copy of proof of work experience
	(a) Work order from Govt./Non- Govt. Institution/ individual farmer OR
	(b) Related payment proof.
9	Self-Declaration regarding the specification of the components.

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

Annexure III: Format of Authority Letter

(Letter head of the proposer)

M/s _____

(Name & address with telephone no. of authorized representative/dealer) is working with/on behalf of our company as our authorized representative/dealer for the State of Jharkhand.

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

Seal of the Company:

Signature of Authorized Signatory

Dated :-----

Name-

Designation

Annexure IV Financial Bid (BOQ)

Sl.	Crop	Variety	Offered Price (Per Quintal) (INR) (in Words)	Offered Price per quintal (INR) (in Figure)

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

Recommended Seed Varieties of Jharkhand

Crop	Hybrid	Open Pollinated
Tomato	Swarna Baibhav, Swarna Sampada, Swarna Anmol Swarna Vijaya, Tai-01458, BCTH-4, ARTH-2104, VRTH-101 , VRT-0801(Kashi Aman), Improved Bhagya, Kaveri-304, 2013/TODHyb-05, 2180, 2188, 2160, 2304, Bravo, Deepak, Archana, Round, Hybrid Krishi, NSC 620B, NSC 621B, NSC 622B SURYA, HIMSAGAR, HIMALAYA, ANGAD, RDS-2755, Angad, RDS 2755, 2180, 2160, F1 Hy Vishal	Swarna Kanchan, Swarna Ratan Swarna Lalima, Pant T-10, DARL-68 VRT-0801, Punjab-Ratta
Brinjal	Rasika, Swarna Neelima, Swarna Shakti, Swarna Mohit Swarna Ajay, Shamli, VNR-51C, DBL-02, DBHL-20, PHBL-51, PBHSR-31, PBHL-52, Nishant, Gabbar, Sita, Yogi, Tomi, Kiran, Kukku, Shyamala, Kailash, NSC626B, NSC 627B, SHAN, KESARI, KASTURI, Kesari, Kasturi, Kiran, NSC Ruth-01, NSC Moti, F1 Hy Dezy SKS-65, F1 Hy Motu SKS-45, F1 Hy Sarni SKS-85	Swarna Shyamali, Swarna Pratibha HABR-21, Swarna Mani, Swarna Abhilamb Swarna Shree, Swarna Shobha, PB-67 PB-70, IVBL-23, DBPR-23
Chilli/ Hot Paper	NCH-587, VNR-332(Rani), Vidya, 2014/CHIHBY-3 CH-27, Kashi Early, Alfa 1001, Alfa 1002, Alfa 1006, Alfa 1007, Alfa 1009, Tikhi, Sri Wonder, Commander, Sri Karina, Mohini, NSC623B, NSC624B, NSC 625B, KUNTI-1, MEENAL-74, VEERA, TIKHI-44, Vira, Alfa 1001, Alfa 1006, Green Star, F1 Hy Desi Hot, F1 Hy Richa	Swarna Praphulya, Swarna Tejaswi Kashi Anmol, PC-56
Sweet Pepper Capsicum	Hyb Raja, NSC619B, NOORANI, Shabnam, UK Wonder Sitara, NSC Rupali Green	Swarna Atulya
Ridge Gourd	Ridge 101, Ridge Green, Rachna, Hybrid Kaveri, NSC 730B, DEVKINANDAN, Rig 101, NSC Oyster, NSC 916 RIO F1 Hy Sundari, F1 Hy Chetan, F1 Hy Namrata	Swarna Sawani, Swarna Manjari Swarna Upahar, Kashi Shivani (VRRG-27)
Bottle Gourd	Santosh-20(KBGH-20), Anurag, Kashi Ganga, Kashi Bahar Green, Kanchan, Hybrid Sri Long, Prince, Madhuri, Lattu, NSC 729B, NIRALI-1, Anita, PSL Pinto, Kanchan, NSC Master, NSC Smooth, F1 Hy Golu, F1 Hy Kranti	Swarna Sneha, PB0G-89 NDBG-10 (Narendra Pooja)
Bitter Gourd	NBIH-2009, Kashi Urvasi, Jhankar, He-man, Hyb-Navbharti, Birju, NSC 728B, ROYAL ONE, RDS, He-men Jhankar, F1 Hy Venu, F1 Hy Chunnu, F1 Hy Snehal	Swarna Yamini
Sponge Gourd	Kashi Rakshita, Bulbul, Sponge Light, Sponge Green, Poorvika, NSC Latin, NSC 900, F1 Hy Shweta	Swarna Prabha, VR-1(Kashi Divya) , VRSG-1(Kashi Shreya)
Pointed Gourd		Swarna Rekha, Swarna Alaukik, Swarna Suruchi, Kashi Alankar
Bean	NSC Billy	NSC French bean, Rani
Okra	Sonal, Sarika, Komal, Fatafat, Jhatpat, NSC 805B, Hybrid Awantika, Hybrid Aparajita, Hybrid Anamika, KHUSHI, PURVA, RDS 9212, Sonalika 92, Komal, NSC Dweller NSC Cosmo long, F1 Hybrid SKS-905, F1 Hy Payal	VRO-22(Kashi Kranti), VRO-25(Kashi Vardan), Prabhani Kranthi, Pusa M4 Arka Anamika, Varsha uphar, Kashi Satdhari, Kashi Mangali, Kashi Vardaan
Sweet Corn	NSC Olivia	
Vegetable Soyabean		Swarna Vashundhara

Crop	Hybrid	Open Pollinated
Coriander	Rubi, Josh	Rajendra Swati, Pant Haritima Kumarganj selection, Gujarat Dhaniya 1
French bean	FOGGI, F1 Hy Prince	Swarna Priya, Swarna Lata
Pumpkin	Swarna Amrit, Kashi Harit, NSC744B, SHITAL-750 F1 Hy Samrat, F1 Hy Mahima, F1 Hy Sidh	
Sweet Corn	Sugar 75	
Baby Corn	G 5414	

Note: The seed germination & quality testing of the recommended hybrid seeds (list of recommended seed varieties mentioned above) is under process. Meanwhile, due to shortage of time, RFE will be floated on the terms that after the germination & quality testing of the seeds & final reporting, the selected agency will be awarded work order.

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 upto 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 RFP.

(Upload on Rs. 100.00 Non-Judicial Stamp Paper Notarized Copy, as well as submit original hard copy) at the time of Rate agreement.

We have gone through the complete Bid documents and understood the instruction to the bidder, and we accept the Terms & Conditions mentioned in this Bid documents.

1.0 We M/s. ----- hereby Bid the prospective RFP having any common partners/Directors/Managing Partners etc. or having any other common criteria shall be considered as Sister/ Group/Associates Company/ Concern/Company. In such cases, only one of them will be eligible for participating in the RFP.

1.1 We Declares that no other Firm/Sister concern/Associate belonging to the same group is not Participating/Submitting this RFP.

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

Date -----

Officer's Signature -----

(Name -----)

Witness (Name & Signature)

Address -----

Address-----

Name of the Firm -----

(Seal & Signature) -----

Annexure VII: Declaration

We have gone through the complete RFE documents and understood the instruction to the bidder, and we accept the Terms & Conditions mentioned in this RFP documents.

We M/s. ----- hereby provide our lowest rates for the RFE for the supply through the Directorate of Horticulture, Jharkhand, conforming to the specifications mentioned in Annexures 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 seed kits within seven days. 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 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 Organisation and the officers of Department of Horticulture, Govt of Jharkhand.

We hereby agree to abide by and fulfil 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,

1.2 We declare that we have not been blacklisted/debarred by any Institute/Authority.

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

Date -----

Officer's Signature -----

(Name -----)

Witness (Name & Signature)

Address -----

Address-----

Name of the Firm -----

(Seal & Signature) -----