



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/2022-23/137

Dated: 08/08/2022

VERY SHORT TENDER NOTICE

National Cooperative Consumers' Federation of India Ltd. (NCCF) Ranchi Branch intends to be participated in Expression of Interest (EOI) for empanelment for RFE for seed procurement for contingent crop 2022-23 published by Department of Agriculture, Animal Husbandry & Co-operative, Directorate of Soil Conservation, 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 11/08/2022 at 1.00 P.M. enabling us to proceed further.

- Rate is to be quoted as per tender notice and accept all terms & conditions of the tender.
- Selection of supplier will be made on the basis of maximum margin offered for NCCF and lowest rate quoted and acceptance of all terms & conditions 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. 7065085775

Encl: Copy of tender document.

शाखा प्रबंधक/BRANCH MANAGER
भारतीय राष्ट्रीय उपभोक्ता सहकारी संघ मर्यादित
NCCF OF INDIA LTD.

राँची/RANCHI

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

**VERY SHORT NOTICE INVITING REQUEST FOR EMPANELMENT
(RFE) FOR SEED PROCUREMENT FOR CONTINGENT CROP-
2022-23**



**Directorate of Agriculture
Department of Agriculture, Animal Husbandry and Cooperative
Government of Jharkhand
1st Floor, Krishi Bhawan, Kanke, Ranchi – 834008**

732V

**Directorate of Agriculture
Government of Jharkhand
1st Floor, Krishi Bhawan,
Kanke, Ranchi – 834008**

**REQUEST FOR EMPANELMENT (RFE) OF Seed Suppliers (For destinations to 24 districts
of Jharkhand for Contingent -2022-23)**

Agriculture and allied activities are the mainstay of the people of Jharkhand with about 75% of State's population depending on agriculture and allied activities for their livelihood. Agriculture and allied sectors comprise crop production, livestock, forestry & logging and fishing. Among them, crop production has remained the dominant sub-sector with a share of 54.21 % in the sector.

Directorate of Agriculture is the nodal agency for the disbursement of seeds to the farmers at subsidized rate under various central and state government schemes. Directorate of Agriculture invites RFE from reputed seed producing Government of India/ State Government public undertaking/ Institutions/ Agencies for empanelment for supply of seeds in order to meet the seed requirement of the state.

Area	Nature Of Work
Supply of Seeds as per allotted districts in Jharkhand, as per Jharkhand State Seed Distribution Policy 2011.	To supply the seeds 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.
- 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 proposal must be submitted online at <https://jharkhandtenders.gov.in/> and also in form of hardcopy at the Director of Agriculture 1st floor Krishi Bhawan Kanke Road Ranchi.

Important Dates

S No	Activity	Date(dd-mm-yyyy) and Time (hh:mm)
1.	Bids downloading Start date	05/08/2022 (06:00 PM)
2.	Pre bid Meeting	08/08/2022 (03:00 PM)
3.	Starting date for online submission of RFE	09/08/2022 (01:00 PM)
4.	Last date for submission of online RFE	12/08/2022 (03:00 PM)
5.	Last date for submission of hardcopy of RFE	12/08/2022 (03:00 PM)
6.	Date of opening of bids	12/08/2022 (4:00 PM)
7.	Final Selection	Will Be Informed

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Details of the RFE

RFE No.	AGRI/03/2022-23
Title of RFE	Empanelment of Seed Suppliers For Contingent Crop - 2022-23
Document Fee	Rs. 10000 (Rupees Ten thousand only) Only demand draft to be made in favour of Director Agriculture Jharkhand payable at Ranchi. Note: DD should only be made from any nationalized bank.
Start & End Date & Time for Downloading of RFE document	09/08/2022 (01:00 PM) To 12/08/2022 (03:00PM)
Last date and time for online submission of RFE	12/08/2022 (03:00PM)
Last date and time for Hardcopy submission of RFE	12/08/2022 (03:00PM)
Date of opening of the RFE	12/08/2022 (04:00PM)
Mode of Proposal Submission	The response to RFE along with all required document mentioned in the RFE must be uploaded on the website jharkhandtenders.gov.in . The hard copy of the application along with all the required and necessary documents and EMD should also be submitted to the office of Director, Agriculture, Krishi Bhawan, Kanke, Ranchi by 12/08/2022 (03:00PM)
Earnest Money Deposit (EMD)	EMD: Rs.10,00,000/- (Rupees Ten Lakh only) in the form of Demand Draft/ Bank Guarantee and should be submitted with the proposal.
Period of Empanelment	Contingent Crop - 2022-23

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. The main crops of Jharkhand state are paddy, maize, wheat, pulses, oilseeds, potato and vegetables.

Jharkhand is a rural state and 70% of the population is dependent mainly on agriculture. 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 certified 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.

Section II : Objective & Scope of Work

Scope of work includes an indicative list of works which the empanelment of seed supplying agency would be subjected to during the period of empanelment for Contingent crop 2022-23.

- The empanelled seed supplying agency would be required to timely distribute quality certified seeds to the farmers with the help of their dealer network.
- The quality of certified seed provided by the empanelled seed agency should be as per the Seed Act, 1966.
- The empanelled seed supplying agency would be required to provide same variety of seed as required by the state.
- The empanelled seed supplying agency would be required to provide quality certified seed throughout Jharkhand as per the direction of the department.
- The rates of varieties shall remain valid up to 31.03.2023.
- The purchase of seeds by the empanelled 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 BID

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

- a Not more than one RFE offer will be accepted from any bidder. If an individual/bidder participates in the RFE offer, representing more than one bid by one organization /individual under one or different name than such multitude of bid shall amount to collusive activity and appropriate action should be taken by Directorate of Agriculture Jharkhand under fraud and corrupt practices.
- b RFE offer have to be submitted through E- tendering online and also in the form of hard copy at Directorate Agriculture, Kanke, Ranchi.
- c The offer should be given in the prescribed format as per RFE document.
- d 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 (**as per Annexure VII**).
- e 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**.
- f The bidder should fill up the required information in prescribed formats and should upload all relevant documents as desired, failing which the bids will be rejected.
- g 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 Agriculture 1st floor Krishi Bhawan Kanke road Ranchi before the last day of submission of hard copy.
- h Bidder should deposit the EMD as per the instructions specified in the RFE document. The original should be given in person to the Directorate Agriculture, by the last date of bid submission. The details of the tender fee and EMD, physically submitted must tally with the online details, otherwise the uploaded bid will be rejected

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/Concern/Company. In such cases, only one of them will be eligible for participating in the RCO. 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 RCO. (Annexure VI)

C.VALIDITY OF THE BID

- a The rates quoted by the Bidders shall be valid for 180 days from the Schedule date of submission of the Bid for decision and finalization of the RFE.
- b Prior to the expiry of the validity of the period of validity of the Bids, the Agriculture Director 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

- a Rates submitted by the bidder should be firm and free from all escalations.
- b The bidder should quote rates F.O.R. all Destination in Jharkhand supplied through the district Offices, inclusive of applicable taxes, levies, duties transportations etc.Empanelled agencies have to supply seeds block wise (department would order minimum 50 quintal seed supply for a particular Block)
- c Bidder within the state of Jharkhand – 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.
- d Bidder from outside of Jharkhand – 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. Rates should be quoted in the format as per Annexure enclosed(Annexure IV).
- e As and when Gov. of India or State Gov. will revise the rates of GST that will be Applicable.
- f The rates finalized will be strictly for the use of Directorate of Agriculture Jharkhand offices only.

F. PRE BID MEETING & ISSUE OF CORRIGENDUM

- a 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 Agriculture Jharkhand office.
- b Directorate of Agriculture at its sole discretion may provide response to the queries.
- c After Pre Bid Meeting Directorate of Agriculture may modify the RFE Document by a corrigendum.
- d Any such corrigendum shall be deemed to be incorporated into this RFE.
- c 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), Directorate of Agriculture 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

- a The bids will be received through E-tendering (online) and also in the form hard copy on or before schedule date & time.
- b The Directorate of Agriculture 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.

I. VALIDITY OF RFE

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

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

- a The bidder is required to submit EMD of INR 10,00,000(Rupees Ten Lacs only) either in the form of Bank Guarantee valid for one year or Demand Draft of any scheduled / nationalized / commercial bank drawn in favour of Director, Agriculture, Jharkhand payable at Ranchi.
- b E.M.D. of all unsuccessful Bidders will be returned.

- c E.M.D. will not carry any interest.
- d If any bidders have previously submitted EMD of same amount in Agriculture Directorate, then no need to submit fresh EMD for that company.
- e For successful bidding the bidder is required to submit the EMD and document required (both) well before the end of due submission time.
- f E.M.D. of bidder will be withheld 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

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

L. Security Deposit

- c The successful bidder shall furnish security deposit of amount of 5% (five percent) of the cost of the seeds to be supplied after the issue of "Letter of Intent" from Directorate of Agriculture in form of DD/Bank Guarantee in favour of Director Agriculture, Jharkhand payable at Ranchi.
- d 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 Agriculture Jharkhand.
- e After furnishing of security deposit and signing of agreement within above said stipulated time, EMD should be refundable to the unsuccessful bidder / bidders.
- f Once the successful bidder submits the security deposit then the department will return its EMD within 30 days.
- g This security deposit shall be withheld, 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

- a The Director, Agriculture 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 on consignment basis.
- b 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.

- c It will be mandatory for empanelled agencies to declare their stocks of the seed on their sale point and report it to the concerned Officer in charge.
- d The seed supplied by the bidder must be certified and recognised from seed certifying agencies of concerned state government. Seed certificate must be attached.
- c Bidders have to provide the details of foundation seed variety wise in respect of available certified seed.
- f Bidders have to give the supply and movement plan of the seeds from source to destination. Information regarding dispatch date, time, vehicle no., mobile no, etc, must be provided by empanelled agency after receiving supply order.
- g The supply order shall be on consignment basis and the un-sold stock if any, shall have to be taken back by the empanelled agency at his own cost (up to 5% of supply order quantity of the district) from same place where they have supplied seeds
- h It is necessary for qualified agency to produce the sample of seeds to the Director, Agriculture office as and when required.
- i Director, Agriculture, Jharkhand reserves the right to segregate the quantity of seeds supply among two or more bidders or among bidders.
- j Empanelled agency should not sublet or assign his contract or any part of it to other vendors or local suppliers.
- k All the necessary affidavit must be done through any Notary Office of Ranchi or other notary office of the country.
- l The participant 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 empanelled agency. The lot wise release Orders/ Certificates from the concerned Authority are to be furnished by the empanelled agency along with the bill.
- m 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

- a After consent of parties and execution of agreement, rates will be circulated as required.

- b 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

- a 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.
- b 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 Agriculture. 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.
- c Director Agriculture 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.
- d If the rate of similar products (with same specification) is found lower within the State of Jharkhand, Director Agriculture will have full power to cancel and recover the excess amount paid.

P. MODE OF PAYMENT

- a District Agriculture Officer shall make payment to the supplier against supply for the offered items and after receiving essential satisfactory sample report.
- b 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.
- c Payment of Suppliers bill will be made only after getting standard report of samples as per seed testing norms of supplied materials from a notified laboratory as per requirement of the item.
- d 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 Agriculture Jharkhand. Director Agriculture Jharkhand will have full authority to adjust such payments from security deposit or pending bills or next bills due for payment.
- e Seed shall be supplied after taking farmer share (50%) as advance by the concerned agency.
- f In cases with 100% subsidy on seeds it shall be supplied as per the order placed from the competent authority.

- g The remaining cost/ subsidy part of seeds shall be paid to the supplier after delivery of seed to the farmer's and its satisfactory establishment in the field and after sample report by concerned District Agriculture Officer/ officer in charge.
- h The supplier will have to submit all the receipts and challan at the office of DAO/ officer in charge to process the subsidy part of the payment.

Q. PROCESS TO BE CONFIDENTIAL

- a 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.
- b 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 Agriculture 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 Agriculture Jharkhand shall withheld the EMD and debar or blacklist the bidder from participating in future bidding processes of the Directorate of Agriculture Jharkhand for a period of 1 to 5 years.

T. COMPENSATION OF LOSSES OCCURRED DUE TO SUBSTANDARD

DEFECTIVE SUPPLY AND DEBARRING / BLACKLISTING OF SUPPLIER:

- a The Director Agriculture 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.
- b In case the competent authority feels that the continuation of the rate Contract is not desirable, keeping in view the substandard supplied Material s/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 Agriculture 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

- a In case at any point of time bidder is found providing false information, Directorate of Agriculture Jharkhand will not execute any rate contract (during process) or will cancel its rate contract (if rates of circulate) and the bidder can also be debarred or blacklisted from participating in future bidding processes of the Directorate of Agriculture Jharkhand for a period of 1 to 5 years.
- b The Bidder, if breaches any condition or Clause of the Contract the Directorate of Agriculture 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.
- c 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 Agriculture 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 Agriculture Jharkhand.
- d 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 Agriculture 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 Agriculture 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 Agriculture Jharkhand in the prescribed format within a fortnight from the date of communication of acceptance of his offer by the Directorate of Agriculture Jharkhand 1st Floor Krishi Bhawan Kanke Road Ranchi, failing to do which, the earnest money will be forfeited by the Directorate of Agriculture Jharkhand.

Y. Scope of Supply/Work: -

The bidder has to supply Contingent Certified/Notified Seed as per technical specification of item mentioned in **Annexure IV**.

Notwithstanding anything else contained to the contrary in this RFE Document, the Director Agriculture 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

- a Seed producing Government of India/ State Government public undertaking/ Institutions / Agencies should have 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 is empanelled. The registration process must be completed within 30 days from the date of empanelment.
- b 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.

- c The agency can apply for empanelment for one or more than one variety of seeds of different crops in a single application. It is mandatory for them to enclose their previous work experience for respective component separately, with all necessary documentary proof.
- d 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.
- c Brand name certification certificate for various seed must be mentioned in application format and enclosed with application. List of seed with varieties must be attached.

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 Agriculture (signed on every page). In case of any discrepancy, the signed hard copy version will prevail.

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

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

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

3.5 Disqualification

Director, Agriculture may at its sole discretion and at any time during the evaluation of application, disqualify any applicant, if the applicant:

- a Submitted the application after the response deadline
- b Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements
- c 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

- d Submitted an application that is not accompanied by required documentation or is non-responsive
- e Failed to provide clarifications related thereto, when sought
- f Submitted more than one application on its own, or incomplete application
- g Was declared ineligible/blacklisted by the Government of India/State/UT government. Or is in litigation with government of Jharkhand.

SECTION IV- EVALUATION AND EMPANELMENT PROCEDURE

In order to empanel agencies, Department of Agriculture/ Agriculture Directorate Jharkhand will constitute an Evaluation Committee to evaluate the proposals submitted. During evaluation of proposals Department of Agriculture/ Agriculture Directorate Jharkhand may, at its discretion, ask the bidders for clarification on their applications. The process for empanelment 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, all relevant papers submitted and whether the response to RFE is generally in order. The Evaluation Committee can seek additional information from the bidders, if needed. 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 II**

4.2 Empanelment

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.

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

The agencies shortlisted for empanelment will be required to sign an agreement with Director Agriculture 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 agencies selected for empanelment will have to sign an agreement with Director Agriculture 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 Agriculture Jharkhand reserves the right to reject any request for empanelment and to annul the empanelment process and reject all such requests at any time prior to empanelment, 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. Director Agriculture Jharkhand also reserves the right to employ seed village, KVK and seed farms of Jharkhand, outside of the list of empanelled agencies.

5.4 No obligation

Empanelment with Directorate Agriculture Jharkhand does not guarantee that any or all Bidders shall be awarded any project / assignment as a result of this empanelment.

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 empanelment process may result in the rejection of their application.

5.6 Period of Empanelment

Director Agriculture Jharkhand shall empanel agencies for one year and extendable upto a period of 3 years.

The empanelment duration may be extended through mutual consent for a further period based on periodic reviews to assess the performance during the specified duration of empanelment at the same terms and conditions. Director Agriculture Jharkhand shall be

free to curtail the empanelment at any time during the period of empanelment, without assigning any reason.

5.7 Indemnity

The selected Agencies will indemnify Director Agriculture 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 AGRICULTURE 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 Agriculture 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 proposals shall be disqualified.

5.9 Amendment

At any time prior to deadline for submission of applications, Director Agriculture 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 Agriculture Jharkhand, but an invitation to receive responses from eligible interested Bidders as seed supplying agency for Directorate, Agriculture Jharkhand. The Directorate Agriculture Jharkhand will empanel limited Bidders 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 Agriculture Jharkhand is not provided by applicant, Director Agriculture 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 Agriculture 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 Agriculture Jharkhand's staff, act within its own authority and abide by directives issued by the Director Agriculture Jharkhand.

The Agency will abide by the job safety measures prevalent in India and will free the Director Agriculture 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 Agriculture 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 Agriculture 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 Agriculture 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 Agriculture Jharkhand. All agencies shortlisted for empanelment shall submit a Non-Disclosure Agreement to Director Agriculture Jharkhand.

5.16 Intellectual Property Rights

Director Agriculture 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 consulting agency during the performance of Services and for the purposes of inter-alia use or sub-license of such

Services under this Contract. The agency undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to Director Agriculture 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 Agriculture 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 Agriculture 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 and Govt. of Jharkhand, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

Annexure I: Technical Bid- Application Format for Registration

Sl.	Particulars	Details	Document enclosed (Yes/No)
	Name of the Government Agency		
	Details of State level valid Marketing license of Seed from any state		
	Seed certification certificate. (Attach separate sheet if needed)		
	Complete mailing address with contact no. & Email ID:		
	Details of Bank Account:		
	PAN No.:		
	GST NO.:		
	Authorized letter no. & date regarding licence issued from Director Agriculture, Govt. of Jharkhand/other state for Seed. (If not having the licence in Jharkhand then need to register and get it in 30 days after award)		
	Address of contact person and contact no. of office located in Jharkhand/other state:		
	Details of GST registration. (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.)		

S.I.	Crop	Tentative Requirement (in qtls)	Quantity Available to be supplied (qtl)	
			Variety	Quantity (in qtls)
1.	Niger	1000		
2.	Jowar	2000		
3.	Kulthi	1000		

Note: -

1. I accept all the terms and conditions mentioned in the document to be registered with Directorate of Agriculture, 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 Agriculture, 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.
2	Self-attested copy of Seed License and Seed Certification certificate from competent Institution/Authorization letter.
3	Self-attested copy of ISO/BIS Certificate or Quality test report/ Lab Report.
4	Self-attested Photocopy of Pan Card.
5	Self-attested Photocopy of GST registration
6	Tender fee.
7	For proof of annual turnover, the last three financial years.
	(a) Copy of ITR for the last three financial years. OR
	(b) Copy of Audited balance sheet/certificate by CA.
8	Proof of work experience
	(a) Work order from Govt./Non- Govt. institution
9	Self-attested Photocopy of GST return of atleast any one quarter of the last 12 months
10	Self-Declaration regarding the specification of the components.
11	Seed Quantity available status

Annexure III: FORMAT OF AUTHORITY LETTER

(Letter head of the proposer)

M/s _____

(Name & address with telephone no. of 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 proposal/quotation/project documents on behalf of company.

Seal of the Company:

Signature of Authorized Signatory

Dated :-----

Name-

Designation

Recommended Seed Varieties of Jharkhand

Crops	Seed Variety
Jowar	CSV 37 (85-90 days) release year 2019
Niger	Birsa Niger-3 (90-85 Days) Release year 2010, Pooja-1 (95-100 Days) Release year 2009, IGPN 2004 (Phule Karala-1) (95-100 Days) Release year 2010, Utkal Niger 150 (105-110 Days) Release year 2011, DNS 4 (100-105 days) Release year 2012, Birsa Niger-1, Birsa Niger-2, BNS-10 (Puja)
Horsegram	Indra Kulthi-1, Alakh Kulthi

Annexure V: Responsibility of Seed Supplier whom work is awarded

1. To make available the products in the districts/ blocks as directed concerned DAO 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 black listing 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, 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 RFE 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 RFE.

1.1 We Declares that: -

No other Firm/Sister concern/Associate belonging to the same group in not

Participating/Submitting this RFE.

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 RFE documents.

We M/s. _____ hereby provide our lowest rates for the RFE for the supply through the Directorate of Agriculture, 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 Agriculture, 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, Agriculture 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 Agriculture, 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 Agriculture, 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 Agriculture, 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) _____

7/3/24