

Organic Farming Authority Of Jharkhand
Department of Agriculture, Animal Husbandry & Cooperative, Jharkhand

**REQUEST FOR EMPANELMENT (RFE)(LIMITED TENDER) FROM THE
INTERESTED CERTIFICATION AGENCIES FOR EMPANELMENT FOR
CERTIFICATION OF HORTICULTURAL / AGRICULTURAL CROPS AS PER
TECHNICAL GUIDELINES OF NATIONAL STANDARDS FOR ORGANIC
PRODUCTION (NSOP) AND ACCREDITED BY APEDA IN VARIOUS DISTRICT
OF JHARKHAND**



Organic Farming Authority Of Jharkhand
Department of Agriculture, Animal Husbandry and Cooperative
Government of Jharkhand
3rd Floor, Krishi Bhawan, Kanke Road, Ranchi – 834008

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OFAJ invites bids from the interested Certification agencies of repute for empanelment for the Certification of horticultural / agricultural crops as per technical guidelines of National Standards for Organic Production (NSOP) and accredited by APEDA in all Districts Of Jharkhand. OFAJ invites RFE from the interested & reputed agencies/firms in order to meet the requirement of the State.

| Area | Nature Of Work |
|---|---|
| Organic Certification in allotted districts Jharkhand | For Organic Certification (NPOP) of agriculture farms (and hence crops produced there on) of grower group in Jharkhand. |

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

- i. Applicants (hereinafter referred to as “Bidders”) are required to submit only one application for the same as mentioned in RFE at OFAJ, Jharkhand, Ranchi.
- ii. Bidder should Download the RFE Document and read carefully before uploading the required document.
- iii. 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.
- iv. Bidders eligible as per qualifying conditions will be short listed based on the information provided by them.
- v. Before final submission, check fulfilment of all necessary conditions and document carefully.
- vi. Pay the required Document Fee and EMD as defined in RFE Document.
- vii. Detailed RFE document must be submitted at OFFICE OF Chief Executive officer, “Organic farming Authority of Jharkhand”, 3rd floor- Krishi Bhawan, Kanke Road, Ranchi-834008 Jharkhand.

Important Dates

| | | |
|----|--|--|
| 1 | Name of Work | REQUEST FOR EMPANELMENT (RFE) (LIMITED TENDER) FROM THE INTERESTED CERTIFICATION AGENCIES FOR EMPANELMENT FOR CERTIFICATION OF HORTICULTURAL / AGRICULTURAL CROPS AS PER TECHNICAL GUIDELINES OF NATIONAL STANDARDS FOR ORGANIC PRODUCTION (NSOP) AND ACCREDITED BY APEDA IN VARIOUS DISTRICT OF JHARKHAND |
| 2 | Time of Completion | 3 Years |
| 3 | Tender Form Cost | Rs. 10,000.00 (Ten Thousand) |
| 4 | EMD Amount | Rs. 50,0000.00 (Five Lacs) |
| 5 | Date of Publication of tender on website | 15.01.2022 at 06:00 PM |
| 6 | Pre Bid Meeting | 21.01.2022 at 2:30 PM virtually |
| 7 | Document Download Period | 16.01.2022 at 02:00 PM to 08.02.2022 at 01:00 PM |
| 8 | Online Bid Submission Period | 17.01.2022 at 10:00 AM to 10.02.2022 at 01:00 PM |
| 9 | Hard Copy of Tender Documents, EMD and Tender Cost submission date | The hard copy of RFE documents cost and EMD should be submitted to the office of Directorate of Horticulture, 3rd floor- Krishi Bhawan, Kanke Road, Ranchi-834008 Jharkhand as on or before 10.02.2022 up to 05.00 PM. Please refer clause 3.1.H(iv) of RFE document for further details |
| 10 | Date and Place of Technical Bid Opening | 11.02.2022 at 03:30 PM Chief Executive officer, "Organic farming Authority of Jharkhand", 3rd floor Krishi Bhawan, Kanke Road, Ranchi-834008 Jharkhand |
| 11 | Name and Address of the tender inviting Authority | Dr M.S.A Mahalinga Shiva Chief Executive officer, "Organic farming Authority of Jharkhand", Ranchi |
| 12 | Contact No. of e-procurement officer | 9523693676 / 8709394856 |
| 1 | Helpline No. of e-procurement cell | 0651-2230691 |

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Details of the RFE

| | |
|---|--|
| RFE No. | RFE/OFAJ/OFC/2022/02 |
| Title of RFE | REQUEST FOR EMPANELMENT (RFE) (LIMITED TENDER) FROM THE INTERESTED CERTIFICATION AGENCIES FOR EMPANELMENT FOR CERTIFICATION OF HORTICULTURAL / AGRICULTURAL CROPS AS PER TECHNICAL GUIDELINES OF NATIONAL STANDARDS FOR ORGANIC PRODUCTION (NSOP) AND ACCREDITED BY APEDA IN VARIOUS DISTRICT OF JHARKHAND |
| Document Fee | INR 10000(Rupees Ten Thousand only) Only demand draft to be made in favour of Chief Executive officer, "Organic farming Authority of Jharkhand", payable at Ranchi. Note: DD should only be made from any nationalized bank. |
| Pre Bid Meeting | 21.01.2022 at 04:30 PM virtually |
| Start & End Date & Time for Downloading of RFE document from the websites | 16.01.2022 at 06:00 PM to 08.02.2022 at 01:00 PM |
| Last date and time for online submission of RFE | 10.02.2022 at 01:00 PM |
| Last date and time for Hardcopy submission of RFE document cost & EMD | The hard copy of RFE documents cost and EMD should be submitted to the office of Chief Executive officer, "Organic farming Authority of Jharkhand", 3rd floor- Krishi Bhawan, Kanke Road, Ranchi-834008 as on or before 10.02.2022 up to 05.00 PM. Please refer clause 3.1.H(iv) of RFE document for further details |
| Date of opening of the RFE | 11.02.2022 at 11:00 AM |
| 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 Chief Executive officer, "Organic farming Authority of Jharkhand", 3rd floor- Krishi Bhawan, Kanke Road, Ranchi-834008 as on or before 10.02.2022 up to 05.00 PM. Please refer clause 3.1.H(iv) of RFE document for further details |
| Earnest Money Deposit (EMD) | Earnest money (refundable) in the form of Bank guarantee/ Demand Draft issued by any nationalized Bank amounting Rs. 500000 (Rupees Five Lacs only) in favour of Chief Executive officer, "Organic farming Authority of Jharkhand", Ranchi payable at Ranchi. Cheque / fixed deposit receipts / NSC etc. are not acceptable towards deposit of earnest money. |
| Period of Empanelment | 3 Years |

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

Agriculture is the main stay for the 80% of rural population of the state as their employment and primary income generating activity. However agricultural economy of the state of Jharkhand state is characterized by dependence on nature, low investment, low productivity, mono cropping with paddy as the dominant crop, inadequate irrigation facilities with small and marginal land holdings etc. Further, dependence of agriculture on vagaries of monsoon with continuous erratic rainfall pattern has made the sector very vulnerable.

The horticultural crops like fruits, vegetables, spices etc are also grown by the farmers and some vegetables like cole crops, French bean, tomato are grown throughout the year. Farmers indiscriminate use of insecticide & fungicide in these crops make it unusable for food & create many diseases.

Thus, to check the use of synthetic chemicals & inputs, organic farming is necessary. Keeping this in view, state government formed a society "Organic Farming Authority of Jharkhand" in the year 2012-13

Section II: Objective

Objective of work includes an indicative list of works which the empanelled certification agencies would be subjected to during the next 3 financial year.

- i. The certification agency should have sufficient experience in the field of Organic certification processes through 'Growers Group Certification and Internal Control System' as laid down under NPOP, Govt of India.
- ii. The certification agency should have experience of getting the farmer clusters certified as Organic under NPOP, Govt of India.
- iii. The certification agency must have the experience and expertise on the new requirement of Tracenet launched by APEDA as a tool for traceability through online data entry.
- iv. Organic Certification (NPOP) of agriculture farms (and hence crops produced there on) of grower group in Jharkhand.

Section III: Eligibility Criteria

3.1 General Eligibility

A. LANGUAGE OF RFE SUBMISSION

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 Chief Executive officer, "Organic farming Authority of 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 office of Chief Executive officer, "Organic farming Authority of Jharkhand", 3rd floor- Krishi Bhawan, Kanke Road, Ranchi-834008.
- 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 of the work. 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 **(as per Annexure VI)**.
- 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 VI** 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 Chief Executive officer, "Organic farming Authority of Jharkhand", 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
- ix. Application submitted without RFE fee of Rs. 10,000/- (Rupees Ten thousand only) or incompletely filled or conditional will be out rightly rejected. Conditional application will not be accepted in any case.

- x. All prevailing rules, regulation guidelines, instruction etc. pertaining to job work contract, issued by Govt. of Jharkhand through its various resolution/ circulars/ letters shall also be applicable to this tender.

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 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 V)

C. VALIDITY OF THE BID

- i. The approved rates sanction by the Department 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 Chief Executive officer, Organic Farming Authority of 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, can be present on the date, time and place of opening of Technical Bids and Financial Bid, at their own cost.

E. RATES OFFERED

- i. The rates approved is Rs 700/ha/year (Seven hundred per hectare per year) inclusive of all taxes applicable.
- ii. The rate is fixed by Department of Agriculture, Animal Husbandry & Cooperative, Jharkhand which will be applicable for all the empanelled agencies.

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 Chief Executive officer, "Organic farming Authority of Jharkhand" office.
- ii. Chief Executive officer, "Organic farming Authority of Jharkhand" at its sole discretion may provide response to the queries.
- iii. After PreBid Meeting Chief Executive officer, "Organic farming Authority of Jharkhand" 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 websites <http://jharkhandtenders.gov.in> and <http://organicjharkhand.in>

G. AMENDMENT OF RFE DOCUMENT

RFE once submitted cannot be amended.

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 regarding submission of RFE document in the view of COVID 19 situation it may be informed in writing (via mail on organicjharkhand2012@gmail.com courier/ speed post) before the last date of bid submission.
- iii. The Chief Executive officer, "Organic farming Authority of 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 bidder 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 organicjharkhand2012@gmail.com). And if the bidder qualifies as per the online bid submitted then the agreement will only be signed once the hard copy is received in the office of Chief Executive officer, "Organic farming Authority of Jharkhand".

I. PERIOD OF EMPANELMENT

A Memorandum of Agreement (MOA) shall be signed between the empanelled agency and Chief Executive officer, "Organic farming Authority of Jharkhand" as per the Performa decided by the Department of Agriculture, Animal Husbandry & Cooperative, Jharkhand for inspection & certification of Agricultural/ Horticultural crops under Grower's Group certification as per technical guidelines of National Standards for Organic Production (NSOP) for an the initial period of 3 years, which may be extended in case of satisfactory performance.

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

- i. The bidder is required to submit EMD of INR 500000/ (Rupees Five Lacs Only) refundable Demand Draft of any scheduled / nationalized / commercial bank drawn in favour of Director, Horticulture, Jharkhand payable at Ranchi. Cheque / fixed deposit receipts / NSC etc. are not acceptable towards deposit of earnest money
- 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 (Not Req. For This RFE)

- i. Since the rates are already fixed at Rs 700/ha/year so no bidder is required quote any rate in the form of financial bid. All the interested bidders will have to work at the rate finalized by the department.

L. Security Deposit

- i. The successful bidder shall furnish security deposit of amount of INR 500000/ (Five Lac only) after the issue of "Letter of Intent" from Chief Executive officer, "Organic farming Authority of Jharkhand" in form of Bank Guarantee in favour of Chief Executive officer, "Organic farming Authority of Jharkhand", payable at Ranchi.
- ii. Once the successful bidder submits the security deposit then only he will be allowed to withdraw the EMD from the department.
- iii. The security deposit should be valid for minimum period of Three year/ the duration of empanelment from the date of agreement and needs to be pledged in the favour of Chief Executive officer, "Organic farming Authority of Jharkhand".
- iv. Once the successful bidder submits the security deposit then the department will return its security deposit after completion of work and written request letter.
- v. This security deposit shall be forfeited, in case if the empanelled agency fails to execute the process adequately or if the empanelled agency fails to maintain the lab provided by the department, and agreement will be terminated and the Bidder may be debarred or blacklisted for submission of further rate contract

M. MODE OF PAYMENT

- i. All payments against the work done will be made only in the Name of the empanelled agency. No payment will be made in the name of any other person or firm.
- ii. Payments will be done as per the directions of governing body of OFAJ.
- iii. If due to any mistake extra payment is made to the empanelled agency, it will be responsibility of the agency to point out extra payment and return it to Chief Executive officer, "Organic farming Authority of Jharkhand". Chief Executive officer, "Organic farming Authority of Jharkhand", will have full authority to adjust such payments from security deposit or pending bills or next bills due for payment.

N. Violations & Penalties:

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

- i.) A due process, where show cause is issued and adequate time is allowed for response, shall be followed and the empanelled bidder as well as the beneficiary shall be adequately heard, and natural justice provided.
- ii.) In case of violations in the scope of work i.e. (Inspection & Certification of Agricultural/ Horticultural crops as per technical guidelines of National Standards for Organic Production (NSOP)), following penalties shall be imposed by competent authority:
 - First time in a year, a warning letter may be issued to the empanelled bidder instructing to rectify the shortcoming immediately.
 - Second time in same year, a warning letter may be issued to the empanelled bidder instructing to rectify the shortcoming immediately with a penalty of 10% of invoice value.
 - Third time in same year, a penalty of 25% of invoice value may be charged.
 - Fourth time in same year, a show cause notice may be issued to the empanelled bidder and the case may be refer for de-listing the empanelled bidder for a period of one year or more as decided by competent authority.

O. 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.

P. 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.

Q. FRAUD AND CORRUPT PRACTICES:

The Chief Executive officer, "Organic farming Authority of 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 OFAJ, JHARKHAND shall forfeit the EMD and debar or blacklist the BIDDER from participating in future bidding processes of the OFAJ Jharkhand for a period of 1 to 5 years.

R. COMPENSATION OF LOSSES OCCURRED DUE TO SUBSTANDARD

- i. If any loss were incurred to the Chief Executive officer, "Organic farming Authority of Jharkhand", then the Department would deduct equal amount to the loss incurred from the payable amounts/security amount of the empanelled agency. In this regard no objections or explanation will be entertained.
- ii. Due to negligence or irresponsibility of the empanelled agency or of his workers, if the empanelled agency doesn't serve for the entire period of empanelment then the Chief Executive officer, "Organic farming Authority of Jharkhand" will collect the loss from the empanelled agency.
- iii. The organisation, CEO or any member of management committee should not be convicted in any criminal cases neither the organisation should be black listed.

S. TERMINATION OF CONTRACT

- i. In case at any point of time bidder is found providing false information, Chief Executive officer, "Organic farming Authority of 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 OFAJ for a period of 1 to 5 years.
- ii. The Empanelled agency, if breaches any condition or Clause of the Contract the OFAJ 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. 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 OFAJ, JHARKHAND.

T. CONSEQUENCES OF CONSUMER FORUM AND ANY COURT OF LAW WITH BIDDER

The empanelled agency 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 irregularities or discrepancy in the scope of work awarded to him through the OFAJ JHARKHAND.

U. JURISDICTION

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

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

V. EXECUTION OF AGREEMENT

The successful bidder will have to execute an agreement on Rs. 1000/- non-judicial stamp paper of required value with the Chief Executive officer, "Organic farming Authority of Jharkhand", within a fortnight from the date of communication of acceptance of his offer by the OFAJ JHARKHAND, 3rd Floor, Krishi Bhawan Kanke Road, Ranchi failing to do which, the earnest money will be forfeited by the OFAJ JHARKHAND.

W. ROLES AND RESPONSIBILITY OF THE EMPANELLED AGENCY: -

The scope of work are as follows:

- i. Review of application for certification according to NPOP organic production and handling system plan
- ii. Registration of farmer's group.
- iii. On-site inspection of the production unit of ICS (Grower's Group).
- iv. Inspection report preparation after proper verification of farmer's field.
- v. Review of inspection report & upload inspection data in trace net system of APEDA.
- vi. Risk Assessment analysis.
- vii. Certification of horticultural / agricultural produce as per the NPOP/NOP guideline.
- viii. Issuance of scope certificate within time bound frame.

Notwithstanding anything else contained to the contrary in this RFE Document, the Chief Executive officer, "Organic farming Authority of 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. The Agency must be accredited by NAB/APEDA.
- ii. The Agency must have minimum eight years' experience in organic certification of agricultural / horticultural produce in India, under NPOP & USDA-NOP certification programme. (Enclose scope certificates)

- iii. Total Volume of work done and registered certification area should be not less than 50,000 hectares with minimum 25,000 registered farmers. (Attach supporting documents from tracenet system of APEDA).
- iv. The agency should have experience of at least 3 Work Order for organic certification programme (NPOP) from any state/UT or union government.
- v. The bidder should furnish a copy of PAN & GST registration with their application.
- vi. The bidder should furnish self-attested copy of GST return of atleast 02 (two) quarter of last 12 months.
- vii. Average annual turnover of last three financial year's (2018-19, 2019-20 & 2020-21) should not be less than Rs. 100.00 lakhs in the last three consecutive financial year. Details of the audited balance sheet certified by CA along with IT returns for the last three consecutive financial years should be attached along with the application.
- viii. Audited balance sheet along with IT return should be submitted for the last three financial years (2018-19, 2019-20 & 2020-21). Return of last three year with audited balance sheet certified by CA.
- ix. Bidder shall submit an affidavit on Rs 100 non judicial stamp from Notary that "the company has never been blacklisted earlier by any state or union government.(As per Annexure VI)
- x. Preference will be given to those agencies which have earlier experience in NPOP certification programme in Jharkhand state. (Enclose certificate)
- xi. The agency should have competent and technically qualified staff with experience in organic farming / ICS Management. Staff should be familiar with local language.
- xii. Those bidders who qualifies technically (as per annexure II) will be eligible for the technical evaluation sheet as per annexure IV.
- xiii. The bidder should score minimum 50 marks will qualify and will be eligible for empanelment. In case if a bidder qualifies technically as per annexure II but fails to score 50 marks, then the bidder will be considered to be disqualified for empanelment.

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 OFAJ (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,IV, V,VI)

3.5 Disqualification

CEO OFAJ 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/ GOI.

SECTION IV- EVALUATION AND SELECTION PROCEDURE

In order to empanel the bidder, OFAJ, Jharkhand will constitute a Tender Committee to evaluate the proposals submitted. During evaluation of proposals OFAJ, 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 Tender 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 Eligibility will be done on the basis of documents submitted **as per 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 selection would be strictly based on the technical bid i.e. after evaluation of Annexure II & Annexure IV.

Chief Executive officer, “Organic farming Authority of 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, Chief Executive officer, “Organic farming Authority of Jharkhand”, may for any reason modify the tender document for any of its contents by issuing corrigendum/addendum.

The bidder selected will be required to sign an agreement with Chief Executive officer, “Organic farming Authority of 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 bidder selected will have to sign an agreement with Chief Executive officer, “Organic farming Authority of 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

Chief Executive officer, “Organic farming Authority of 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

Chief Executive officer, “Organic farming Authority of Jharkhand”, 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

Chief Executive officer, “Organic farming Authority of Jharkhand”, will empanel for 03 (three year) and may be extended on the basis of performance.

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. Chief Executive officer, “Organic farming Authority of Jharkhand”, shall be free to curtail the agreement at any time during the period of empanelment, without assigning any reason.

5.7 Indemnity

The selected bidder will indemnify Chief Executive officer, “Organic farming Authority of Jharkhand”, 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. Chief Executive officer, “Organic farming Authority of Jharkhand”, stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period. Chief Executive officer, “Organic farming Authority of 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, Chief Executive officer, “Organic farming Authority of Jharkhand”, may for any reason, modify this document. The amended document shall be notified through website and such amendments shall be binding on all Bidders.

5.10 Disclaimer

- I. Though adequate care has been taken while issuing this RFE document, the applicant Bidder should satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office (as mentioned below) immediately. If no intimation is received by this office within 3 days from the date of commencement & sale of the RFE documents, then this office shall consider that the document received by the Bidder is complete in all respects and that the bidder is satisfied that the RFE Document is complete in all respect.
- II. OFAJ, Jharkhand, Ranchi reserves the right to change any or all of the provision of this RFE documents before date of submission. Such changes would be intimated to all parties procuring this RFE document before date of submission.
- III. OFAJ, Jharkhand, Ranchi reserves the right to reject any or the entire RFE without assigning any reason whatsoever. No correspondence will be entertained on this account.
- IV. The information in this RFE document has been prepared to assist the firm/s in preparing the non-binding RFE and it is clarified that: -
 - a. It does not constitute an invitation to offer or an offer in relation to the transaction.
 - b. This document does not constitute any contract or agreement of any kind whatsoever.
 - c. Neither the information in this document nor any other written or oral information in relation to the requirement or otherwise is intended to form the basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the transition and should not be relied on as such. Neither Chief Executive officer, “Organic farming Authority of Jharkhand”, Ranchi nor the employees or advisors shall be liable to any interested party or any entity under any law including the law of contract, tort, the principle of restitution or unjust enrichment or otherwise for any loss, expenses or damage which may arise, or be incurred, or suffered, in connection with this document, or any matter that may be deemed to form part of this document, or any other information supplied by or on behalf of, Chief Executive officer, “Organic farming Authority of

Jharkhand”, Ranchi or the employees or advisors or otherwise arising in any way from the selection process mentioned herein.

- d. Failure to provide information that is essential to evaluate the applicant’s qualifications or substantiation of the information supplied, shall result in disqualification of the applicant.

5.11 Binding Clause

All decisions taken by the Chief Executive officer, “Organic farming Authority of 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 Chief Executive officer, “Organic farming Authority of Jharkhand”, Jharkhand’s staff, act within its own authority and abide by directives issued by the Chief Executive officer, “Organic farming Authority of Jharkhand”.

The Agency will abide by the job safety measures prevalent in India and will free the Chief Executive officer, “Organic farming Authority of 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 Chief Executive officer, “Organic farming Authority of 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 Chief Executive officer, “Organic farming Authority of Jharkhand”, 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 Chief Executive officer, “Organic farming Authority of 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 Chief Executive officer, “Organic farming Authority of Jharkhand”. All agency shortlisted shall submit a Non-Disclosure Agreement to Chief Executive officer, “Organic farming Authority of Jharkhand”.

5.16 Intellectual Property Rights

Chief Executive officer, “Organic farming Authority of 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 Chief Executive officer, “Organic farming Authority of 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 Chief Executive officer, “Organic farming Authority of 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 Chief Executive officer, “Organic farming Authority of 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 bidder 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. No | Particulars | Details | Document Enclosed (Yes/No) |
|--------|--|---------|----------------------------|
| 1. | Name of the agency applied for empanelment | | |
| 2. | Details of Bank Account | | |
| 3. | Address Contact no. & Mail id of Head Office | | |
| 4. | Name of contact person and contact no. available. | | |
| 5. | Document fee of Rs. 10,000/- | | |
| 6. | EMD | | |
| 7. | 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.) | | |

Note: Government/Public sector undertaking entities should enclose self-attested copy of supporting documents from competent authority.

If the evaluation committee feels necessary may get verify the all document from the issuing authority.

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

Signature:

Name:

Designation:

Seal:

Place :.....

Date :.....

Annexure II: Minimum Required Documents for Technical Eligibility (Qualifying Criteria)

Name of The Bidder:

| Sl. No. | Attached Document |
|---------|---|
| 1. | Self attested Certification copy of agency accredited with NAB/APEDA |
| 2. | Experience as per 3.2 (ii, iii, iv) |
| 3. | Self-attested copy of PAN & GST registration of the firm. |
| 4. | Self-attested Photocopy of GST return of atleast 02 (two) quarter of the last 12 months. |
| 5. | Copy of IT Return of last three year with audited balance sheet certified by CA. |
| 6. | The average annual turnover of the bidder must not be less than Rs. 100 Lakhs in the last three consecutive financial year. (Audited balance sheet certified by CA/competent authority) |
| 7. | RFE FEE receipt & EMD |
| 8. | Details of technically qualified staff with supporting documents |
| 9. | Affidavit of non-blacklisting (Annexure-VI) |

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) is working with/on behalf of our company/ organisation/ agency as our authorized representative 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-Techno Evaluation Sheet
(Minimum Marks to Qualify is 50 out of 100)

| SI No. | Standard | Item wise Maximum marks | Marks obtained |
|---------------|---|--------------------------------|-----------------------|
| 1. | Work experience in organic certification (NPOP & NOP) i. 8 – 10 yrs experience ii. >10 – 12 yrs experience iii. > 12 yrs experience | 10 15 20 | |
| 2. | Total Registered area under NPOP / NOP (In Ha) i. 50,000 – 1,00,000 Ha ii. >1,00,000 – 2,00,000 Ha iii. >2,00,000 Ha | 05 10 15 | |
| 3. | Total no. of registered farmer's under NPOP certification i. 25,000 – 50,000 ii. 50,001 – 1,00,000 iii. More than 1,00,000 | 05 10 15 | |
| 4. | Average annual turnover of last three financial years (2018-19, 2019-20, 2020-21) i. 1 Cr – 2 Cr ii. >2 Cr – 10 Cr iii. More than 10 Cr | 10 15 20 | |
| 5. | Work Experience with Government project for organic certification program (NPOP) i. 3 work order ii. 4 – 6 work order iii. > 06 work order | 05 07 10 | |
| 6. | Experience in inspection / certification of organic projects at international level (must provide supporting document) | 10 | |
| 7. | Minimum 3 years Work experience in organic certification (NPOP / NOP) of ICS Projects in Jharkhand | 05 | |
| 8. | Work experience in organic certification (NPOP) with OFAJ Projects in Jharkhand | 05 | |
| | | Total | |

Annexure V: 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 is 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 VI: 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 offer for the RFE through the OFAJ, Jharkhand, conforming to the specifications mentioned in Annexures of these RFE documents.

1.1 We Declares that: -

We undertake for Organic Certification (NPOP) of agriculture farms (and hence crops produced there on) of grower group in Jharkhand, as we may be called upon 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 Chief Executive officer, "Organic farming Authority of Jharkhand", within the specified delivery period.

We do undertake that, we shall be able to initiate the execution of the aforesaid work within a period of after the work is awarded. In case if execution starts beyond the stated period, CEO OFAJ, may take penal action.

We do undertake to compensate suitably in case of unsatisfactory performance after due verification by a joint team of our organisation/ firm and the officers of OFAJ 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 Chief Executive officer, "Organic farming Authority of Jharkhand", his successors, the penalties or sum of money mentioned in the said conditions.

1.2 We declare that we have not been blacklisted by any State / Union Government.

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) -----