

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

REQUEST FOR EMPANELMENT (RFE)(LIMITED TENDER) FROM THE INTERESTED SERVICE PROVIDERS/ AGENCIES TO IMPLEMENT ICS PROJECTS (ORGANIZED GROWER'S GROUP) FOR PRODUCTION OF AGRICULTURAL/ HORTICULTURAL CROPS AS PER TECHNICAL GUIDELINES OF NATIONAL STANDARDS FOR ORGANIC PRODUCTION (NSOP) IN RANCHI, EAST SINGHBHUM, SARAIKELA, SIMDEGA, SAHEBGANJ, RAMGARH, DHANBAD, BOKARO, PALAMU & LATEHAR 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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Organic Farming Authority Of Jharkhand is the nodal agency to implement ICS projects (organized grower’s group) for production of agricultural/ horticultural crops as per technical guidelines of national standards for organic production (NSOP) In Ranchi, East Singhbhum, Saraikela, Simdega, Sahebganj, Ramgarh, Dhanbad, Bokaro, Palamu & Latehar Districts Of Jharkhand. Organic Farming Authority Of Jharkhand invites RFE from the interested & reputed agencies/firms in order to meet the requirement of the State.

Area	Nature Of Work
Implementation of ICS Project through Service Provider’s in allotted districts Jharkhand	To conduct baseline surveys, identifying farmer clusters, organize them into ICS groups and register them for the adoption and certification program allotted districts of 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 Organic Farming Authority of 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 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 SERVICE PROVIDERS/ AGENCIES TO IMPLEMENT ICS PROJECTS (ORGANIZED GROWER'S GROUP) FOR PRODUCTION OF AGRICULTURAL/ HORTICULTURAL CROPS AS PER TECHNICAL GUIDELINES OF NATIONAL STANDARDS FOR ORGANIC PRODUCTION (NSOP) IN RANCHI, EAST SINGHBHUM, SARAIKELA, SIMDEGA, SAHEBGANJ, RAMGARH, DHANBAD, BOKARO, PALAMU & LATEHAR DISTRICTS OF JHARKHAND
2	Time of Completion	3 Years
3	Tender Form Cost	Rs. 10,000.00 (Ten Thousand)
4	EMD Amount	Rs. 5,00,000.00 (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 4:30 PM virtually
7	Document Download Period for download of RFE documents from websites	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 Organic Farming Authority Of Jharkhand, 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 03:00 PM 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
13	Helpline No. of e-procurement cell	0651-2230691

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Details of the RFE

RFE No.	RFE/OFAJ/OFS/01
Title of RFE	REQUEST FOR EMPANELMENT (RFE)(LIMITED TENDER) from the interested service providers/ agencies to implement ICS projects (organized grower's group) for production of agricultural/ horticultural crops as per technical guidelines of National Standards for Organic Production (NSOP) in Ranchi, East Singhbhum, Saraikela, Simdega, Sahebganj, Ramgarh, Dhanbad, Bokaro, Palamu & Latehar districts 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	15.01.2022 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 CEO OFAJ, 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 03:00 PM
Mode of Empanelment Submission	The application forms along with terms and conditions & etc. can be filled with the link available on the websites http://jharkhandtenders.gov.in & http://organicjharkhand.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) 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", 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 service providing agencies would be subjected to during the next 3 financial year.

- i. The objective of the Service provider will include conducting baseline surveys, identifying farmer clusters, organize them into ICS groups and register them for the adoption and certification program.
- ii. The service provider should have experience of getting the farmer clusters certified as Organic through APEDA/NAB accredited certifying agencies accredited under NPOP, Govt of India.
- iii. Service provider must have the experience and expertise on the new requirement of Trace net launched by APEDA as a tool for traceability through online data entry.
- iv. Service provider should set up a project office within the State of Jharkhand with required manpower and administrative requirements as demanded by the size and scope of the project. It must engage and train enough manpower for the smooth functioning of the adoption and ICS components and as per the norms under NPOP.
- v. The service provider is responsible to maintain all necessary documents pertaining to the project in proper order and in time to all concerned authorities and agencies.

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 Organic farming Authority of Jharkhand, 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 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 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 1200/ha/year (One thousand two hundred per hectare per year) inclusive of all taxes applicable.
- ii. The rate is fixed by the Department of Agriculture, Animal Husbandry & Cooperative, Jharkhand which will be applicable for all the empanelled agencies.
- iii. Once the successful bidder has accepted the rate, there will not be any upward revision of the accepted rates on account of the price escalation during the currency of the contract period. Successful bidder is required to sign a MOU with Organic farming Authority of Jharkhand accepting all the clauses incorporated in the said MOU.

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 Organic farming Authority of Jharkhand Jharkhand office.
- ii. Organic farming Authority of Jharkhand at its sole discretion may provide response to the queries.
- iii. After PreBid Meeting 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> & <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 Organic farming Authority of Jharkhand, 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 Organic farming Authority of Jharkhand, Jharkhand.

I. PERIOD OF EMPANELMENT

A Memorandum of Agreement (MOA) shall be signed between the empanelled agency and Organic farming Authority of Jharkhand as per the Performa decided by the Department of Agriculture, Animal Husbandry & Cooperative, Jharkhand to conduct baseline surveys, identifying farmer clusters, organize them into ICS groups and register them for the adoption and certification program allotted districts of Jharkhand 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 Organic farming Authority of 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 1200/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 one year of completion of work via 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 execute the project, the empanelled agency will be terminated and 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. OFAJ 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. (To conduct baseline surveys, identifying farmer clusters, organize them into ICS groups and register them for the adoption and certification program), 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 CEO OFAJ, 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 shall forfeit the EMD/ security deposit and debar or blacklist the BIDDER from participating in future bidding processes of the Organic farming Authority of 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 CEO OFAJ, 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 CEO OFAJ 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 blacklisted.

S. TERMINATION OF CONTRACT

- i. In case at any point of time bidder is found providing false information, Organic farming Authority of Jharkhand will not execute any rate offered under contract (during process) or will cancel its contract and the bidder may also be debarred or blacklisted from participating in future bidding processes of the Organic farming Authority of Jharkhand for a period of 1 to 5 years.
- ii. The Empanelled agency, if breaches any condition or Clause of the Contract the Organic farming Authority of 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 Organic farming Authority of 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 Organic Farming Authority of 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 Organic farming Authority of Jharkhand in the prescribed format within a fortnight from the date of communication of acceptance of his offer by the Organic farming Authority of Jharkhand, 3rd Floor, Krishi Bhawan Kanke Road, Ranchi failing to do which, the earnest money will be forfeited by the Organic farming Authority of Jharkhand.

W. SCOPE OF WORK/ROLES AND RESPONSIBILITIES OF EMPANELLED AGENCY: -

The scope of work are as follows:

- i. Selection of Farmer
- ii. Survey and collection of the farm details
- iii. Preparation of Three year action plan for ICS Management as well as facilitating Certification of organic Farming of Grower's group
- iv. Preparation of Year wise Action Plan and proposal for organic adoption as well as certification
- v. Training of the farmer's regarding the organic standards. This includes organic cultivation practices and post harvesting of the produce.
- vi. Pest & disease management technical support
- vii. Development of clear and workable/proven marketing linkage for certified horticultural / agricultural produce.
- viii. Write up of organic package of practice for each identified horticultural / agricultural crop.
- ix. Development and implementation of farm level and ICS level documentation
- x. Preparation of organic crops database and success stories
- xi. Internal inspection of each farmer as per NPOP Guideline
- xii. Monitoring the activities of the farm
- xiii. GPS recording of every farm in the project.
- xiv. Any other requirement desirable to obtain C-I, C-II and C-III certificate and marketing of organic produce.

Notwithstanding anything else contained to the contrary in this RFE Document, the CEO OFAJ, 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 should be registered under NGO's /Co-operative /FPO's /Trust /Firms/Proprietor/ Societies registration act .
- ii. The Agency having minimum 8 years' experience in organic field / farm management / ICS management / Group formation under NPOP certification program. (Enclose scope certificate)
- iii. The agency must have a minimum of 2 year's experience in marketing/market linkage of certified produce or the Producer / farmer /grower's group has marketed the certified produces (NPOP) under their certification services. (Enclose transaction certificates)
- iv. The Volume of work done by the agency should not be less than 2000 hectares is in active stage under NPOP certification program. (Enclose Certificate / Supporting documents from the tracenet system of APEDA)
- v. The agency must have a minimum of three work order in past for organic farming project from any state or union government sponsored scheme.
- vi. Agency having a valid ISO 9001:2015 certificate.
- vii. Average annual turnover of last three financial year's (2018-19, 2019-20 & 2020-21) should not be less than 50 Lacs. Details of the audited balance sheet certified by CA 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. The bidder should furnish a copy of PAN & GST registration with their application.
- x. The bidder should furnish self-attested copy of GST return of atleast 02 (two) quarter of last 12 months.
- xi. Copy of details needs to be provided in the company letter head or relevant supporting documents like brochures, company website etc.
- xii. 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**)
- xiii. Preference will be given to the following agencies:
 - a. Those agencies which has been empanelled as a Service Provider / Facilitating agency under NCOF, Ministry of Agriculture & Farmers welfare.
 - b. Those agencies which has an earlier experience in organic certification programme (NPOP) in Jharkhand state.
 - c. Those agencies which has earlier experience in USDA-NOP certification process.

- xiv. The agency should have competent and technically qualified staff with experience in organic farming / ICS Management /Certification process. Staff should be familiar with local language.
- xv. Those bidders who qualifies technically (as per annexure II) will only be eligible for the technical evaluation sheet as per annexure IV.
- xvi. The bidder who scores a minimum of 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 Organic farming Authority of Jharkhand (signed on every page). In case of any discrepancy, the signed hard copy version will prevail.

The bidders are required to give 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

Organic farming Authority of Jharkhand may at its sole discretion and at any time during the evaluation of application, disqualify any applicant, if the applicant:

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

SECTION IV- EVALUATION AND SELECTION PROCEDURE

In order to empanel the bidder, Organic farming Authority of Jharkhand, Jharkhand will constitute a Tender Committee to evaluate the proposals submitted. During evaluation of proposals Organic farming Authority of Jharkhand, 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 Evaluation 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.

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, 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 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 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

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

Organic farming Authority of 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

Organic farming Authority of Jharkhand, shall 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. CEO OFAJ, 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 CEO OFAJ, 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. CEO OFAJ stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period. CEO OFAJ, 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, CEO OFAJ, may for any reason, modify this document. The amendment in 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. Organic farming Authority of 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. Organic farming Authority of 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 CEO OFAJ, 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, CEO OFAJ, 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 CEO OFAJ, 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 CEO OFAJ, Jharkhand's staff, act within its own authority and abide by directives issued by the CEO OFAJ.

The Agency will abide by the job safety measures prevalent in India and will free the CEO OFAJ, 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 CEO OFAJ, 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 CEO OFAJ, 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 CEO OFAJ, 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 CEO OFAJ. All agency shortlisted shall submit a Non-Disclosure Agreement to CEO OFAJ.

5.16 Intellectual Property Rights

CEO OFAJ, 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 CEO OFAJ 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 CEO OFAJ.

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 CEO OFAJ 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 Organic farming Authority of 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 copy of registered NGO's/ Cooperative/ FPO's/ Trust/ Company/ Societies under registration act for work under agricultural/ certification services.
2.	Self-attested copy of PAN & GST registration of the firm.
3.	Self-attested Photocopy of GST return of atleast 02 (two) quarter of the last 12 months.
4.	The bidder should furnish a copy of valid ISO 9001 :2015 certificate in concerned field.
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. 50 Lakhs in the last three consecutive financial year. (Audited balance sheet certified by CA/competent authority)
7.	Proof of work experience: Strictly as per 3.2. (ii, iii, iv, & v)
8.	Details of technically qualified staff with supporting documents
9.	RFE FEE receipt & EMD
10.	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

Techno Evaluation Sheet (Minimum Marks to Qualify is 50 out of 100)

Sl. No.	Parameters	Maximum Marks	Marks Obtained
1	Work experience in Organic field/ farm management/ ICS management (NPOP) i. 8 - 10 years experience ii. >10 - 12 years experience iii. > 12 years experience	10 15 20	
2	Work experience in marketing of certified produce/ producers or growers group has marketed the certified produces under their certification services i. 2 - 4 years experience ii. >4 - 8 years experience iii. >8 years experience	10 12 15	
3	Total volume of work done (Registered area) under NPOP in active stage i. 2000 - 20,000 Ha ii. >20,000 - 50,000 Ha iii. > 50,000 Ha	10 12 15	
4	Average annual turnover of the last three financial years (2018-2019, 2019-2020, 2020-2021) i. 0.5 Cr - 2 Cr ii. >2 Cr - 5 Cr iii. >5 Cr	10 12 15	
5	Work order for organic farming project under government sponsored scheme i. 3 - 5 work order ii. >5 work order	05 10	
6	ISO 9001:2015	05	
7	Empanel as Service Provider under NCOF, GOI	05	
8	Experience in organic farming project under USDA-NOP certification program	05	
9	Minimum 3 years work experience in organic farming (NPOP) if ICS projects in Jharkhand	05	
10	Work experience in organic farming project under OFAJ	05	
	Total	100	

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 Organic farming Authority of Jharkhand, Jharkhand, conforming to the specifications mentioned in Annexures of these RFE documents.

1.1 We Declares that: -

We undertake to conduct baseline surveys, identifying farmer clusters, organize them into ICS groups and register them for the adoption and certification program allotted districts of 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 CEO OFAJ, 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 Organic farming Authority of Jharkhand, 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 OFAJ 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) -----