

REQUEST FOR PROPOSAL

Selection of public/private seed producing companies for production of seeds of paddy & non-paddy crops in selected Govt. Agril. Farms through PPP mode”



**GOVERNMENT OF ODISHA DEPARTMENT OF AGRICULTURE &
FARMERS'EMPOWERMENT 2024-25**

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Glossary

1. DA& FP(O) : Directorate of Agriculture & Food Production, Odisha
2. SPC : Seed Producing Company
3. OSSC : Odisha State Seed Corporation
4. PDD : Project Due Date
5. SPP : Seed Processing Plant
6. PBG : Performance Bank Guarantee
7. EMD : Earnest Money Deposit
8. F/S : Foundation Seed
9. C/S : Certified Seed
10. T/L : Truthful Label Seeds
11. OSSOPCA : Odisha State Seed & Organic Product Certification Agency
12. R& D : Research and Development
13. GST : Good Service Taxes
14. EPF : Employee Provident Fund
15. ESI : Employee State Insurance

DISCLAIMER

This Request for Proposal (RFP) is issued by the of Agriculture & Food Production, Odisha under the Department of Agriculture & F.E, Government of Odisha.

- i. The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by on behalf of the Authority or any of their employees or advisors, is provided to Bidder on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information provided. This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person.
- ii. The purpose of this RFP is to provide interested bidders with information that may be useful to the in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the objectives, technical expertise and particular needs of each part who reads or uses this RFP. The assumptions, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
- iii. Information provided in this RFP to the Applicants is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- iv. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assumptions, assessments, statements or information contained therein or deemed to form part of this RFP or arising in any way in the Selection process. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance of any Applicant upon the statements contained in this RFP.
- v. The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for service and the Authority reserves the right to reject all or any of the Proposals without assigning any reason whatsoever. Director of Agriculture & Food Production, Odisha under the Department of Agriculture & F.E, Government of Odisha shall be the sole and final authority with respect to selection of a Consultant/ Agency through this RFP.

BIDDER DATA SHEET

Sl. No.	Particulars	Details
1.	Name of the Client	Director of Agriculture & Food Production, Odisha under the Department of Agriculture & F.E, Government of Odisha
2.	Method of Selection	Highest Annual Premium Fees 1) Those who offered High Annual Premium Fess in the First Year per Individual Cluster of farms will be awarded the Contract 2) The Premium Shall be increased @2% on biennial Basis. 3) The Annual Premium Fees are to be paid on the Anniversary date of the signing of the Contract in each year and shall be exclusive of GST. The GST will be paid at the applicable rates
3.	Availability of RFP Document	Detail RFP documents are available in following website: agrisnetodisha.ori.nic.in , agri.odisha.gov.in & tendersodisha.gov.in
4.	Date of Issue of RFP	22.07.2024
5.	Deadline for Submission of Pre-Bid Query	31.07.2024
6.	Pre-Bid Meeting	09.08.2024
7.	Publication of Pre-Bid Clarification through Website	17.08.2024
8.	Last Date and Time for submission of Bid	02.09.2024, 4.30 PM
9.	Date of opening of Technical Proposal	03.09.2024 at 11.30 AM
10.	Date of Technical Presentation	To be intimated later
11.	Date of opening of Financial Proposal	To be intimated later
12.	Expected Date of Commencement of Assignment	To be intimated later

For details on the selection process, please visit:
agrisnetodisha.ori.nic.in & agri.odisha.gov.in, tendersodisha.gov.in

13.	Pre-Bid meeting	<p>Date- 09.08.2024 at 4.00 PM</p> <p>A pre-bid meeting will be held on 09.08.2024 at 4.00 PM through video conference. Microsoft Team Link- https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZGIwMTlhYzktYTYxYy00MDY3LWE4MTctYWMYzjA4NjZiNmJi%40thread.v2/0?context=%7b%22id%22%3a%22c960cea4-3100-498f-a2b9-99d2c00c2e6c%22%2c%22oid%22%3a%22cb8b1c19-3085-44ba-aadc-649f6494d4e7%22%7d</p> <p>All queries should be received on or before 31.07.2024 up to 5.30 PM on Email: diragri.or@nic.in & jdafarmseeds.dag@nic.in in MS Word format addressed to: Director of Agriculture & Food Production, Odisha, 1st Floor Board Room, Krushi Bhawan, Gopabandhu Marg, Near State Guest House, Bhubaneswar - 751001</p>
14.	Bid Processing Fee (Non-Refundable) *	Rs. 10,000/- in form of Demand Draft drawn in favour of “Establishment Officer-IV”, O/o the Directorate of Agriculture & Food Production, Odisha, Bhubaneswar in any Scheduled Nationalised Commercial Bank payable at Bhubaneswar.
15.	Earnest Money Deposit (Refundable)	1,00,000/- INR in form of Demand Draft/ Bankers Cheque drawn in favour of “Establishment Officer-IV”, O/o the Directorate of Agriculture & Food Production, Odisha, Bhubaneswar” in any Scheduled Nationalized Commercial Bank payable at Bhubaneswar
16.	Address for Submission of Proposal and Query for Contact	<p>Director of Agriculture & Food Production, Odisha, Krushi Bhawan, Gopabandhu Marg Bhubaneswar, PIN- 751001. Telephone No- 0674- 2395532/2391925 Email: diragri.or@nic.in & jdafarmseeds.dag@nic.in</p> <ol style="list-style-type: none"> Name: Sandip Sahoo, Joint Director of Agriculture (Farm & Seeds), Mobile No-9937359185 E-Mail - jdafarmseeds.dag@nic.in Name-Subrata Ray, BAO(Farm), Mobile No- 9937336047
17.	Mode of Submission of Proposal	<p>Mode of Submission: e-Procurement Mode through tendersodisha.gov.in i.e Both Technical and Financial Proposal shall be submitted in tendersodisha.gov.in. Submission of bid through other modes and late bid will be rejected.</p> <p>However, the Technical Proposal shall submit online as well as offline mode at the address mentioned as above.</p>
18.	Place of Opening of Technical Proposal:	1 st Floor Board Room, Ground Floor, Krushi Bhawan, Department of Agriculture & Farmers Empowerment. Odisha, Gopabandhu Marg, Bhubaneswar-751001

SECTION: 1

LETTER OF INVITATION

LETTER OF INVITATION

RFP No. **25636**

Date- **20-07-2024**

Name of the Assignment: Selection of public/private seed-producing companies for seed production programme of paddy and non-paddy crops in selected Govt. Agril. Farms through PPP mode.

1. Director of Agriculture & Food Production, Odisha, Agriculture & Farmers Empowerment Department, Government of Odisha invites **sealed proposals from eligible bidders for Selection of Public/ Private Seed producing companies** for seed production programme of paddy and non-paddy crops in selected Govt. Agril. Farms through PPP mode **under the administrative control of the Director of Agriculture & Food Production, Odisha of the Department of Agriculture & Farmers Empowerment**, the details on the proposed assignment are provided at **Section-3: Terms of Reference** of this RFP Document.
2. **Eligible public / private Seed Producing Company (ies) will be selected on the basis of the Highest Annual Premium Fees as the financial proposal submitted in the form and manner** as prescribed in the RFP Document in accordance with the policies and procedures accompanying the Guideline of Finance Department issued **vide Office Memorandum No. 37323/F, Dated: 30.11.2018** of Finance Department, Government of Odisha.
3. The proposal completes in all respect as specified in the RFP Document must be accompanied with a non-refundable amount of Rs. 10,000/- (Rupees Ten Thousand only) towards Bid Processing Fee and an amount of Rs. 1,00,000/- (Rupees One Lakh only) towards **EMD in form of Demand Draft drawn in favour of "Establishment Officer-IV", O/o the Directorate of Agriculture & Food Production, Odisha, Bhubaneswar** on any Scheduled Nationalized Commercial Bank and payable at Bhubaneswar, Odisha, failing which the bid shall be rejected.
4. The proposal must be delivered at the specified address by Speed post / Registered Post and duly submitted in tendersodisha.gov.in **within the timeline, 02.09.2024 up to 4.30 PM** as per the Bidder Data Sheet. The Director of Agriculture & Food Production shall not be responsible for postal delay or any consequence. Submission of proposal through any other mode shall not be accepted and will be out rightly rejected.
5. The last date and time for submission of proposal complete in all respects is **02.09.2024 up to 4.30 PM** and the date of opening of the bid is **03.09.2024 at 11.30 A.M** in the presence of the bidder's representative at the specified address as mentioned in the Bidder Data Sheet. Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
6. **This RFP includes following sections:**
 1. Letter of Invitation [Section-1]
 2. Information to the Bidder [Section-2]
 3. Terms of Reference [Section-3]
 4. Technical Proposal Submission Forms [Section – 4 (Part – A&B)]
 5. Financial Proposal Submission Forms (Section-5)
 6. Annexure (Section-6)



7. While all information/ data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Director of Agriculture & Food Production, Odisha, Bhubaneswar's knowledge. Further, Director of Agriculture & Food Production, Odisha, Bhubaneswar holds no responsibility for accuracy of information and it is the responsibility of the bidder to check the validity of information/data included in this document. The Director of Agriculture & Food Production, Odisha, Bhubaneswar reserves the right to accept / reject any/all proposals / terminate the entire selection process at any stage without assigning any reason thereof.



Director of Agriculture & Food Production,
Department of Agriculture & F.E, Odisha

SECTION: 2

INFORMATION TO THE BIDDER

A. Pre-Qualification /Eligibility Criteria:

Bidders must have required credential (technical (experience) and financial) as per the mandatory/eligibility criteria given below and to this effect must produce the required supportive documents/information as indicated against each as part of their technical proposal:

Sl. No.	Mandatory/Eligibility Criteria	Supporting Documents Required
1	<i>The Bidder must be a Company as registered under Indian Companies Act, 1956 / 2013 or a Society registered under The Societies Registration Act, 1860 or a Trust registered under the Indian Trusts Act, 1882 or a Partnership firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008. Consortium or Joint Venture is not allowed.</i>	Copy of certificate of Incorporation / Registration of the bidder and a self-attested copy of PAN card/ Memorandum of Association (MoA) or Articles of Association (AoA) (if applicable)
2	Bidder should be a Registered State Seed Growers companies having valid Seed License issued from Competent Authority as per the Seeds Act-1966 and Seed Rules-1968.	Copy of the Valid Seed License
3	The bidder should have been in the business of production of quality seeds of Breeder/Foundation/ Certified/TL seeds of Varieties/Hybrid with their marketing within India for at least last Five years.	<ol style="list-style-type: none">1. Self-declared statement showing the quantity of seeds produced and marketed for last five years along with the relevant documents.2. The relevant documents such as field inspection and seed testing report of produced quality seeds of the corresponding five years.3. Any other supporting documents of last Years related to Seed Production.
4	The bidder should have annual turnover of Rs.25.00 Cr or more in each year during the three financial years (2020- 21, 2021-22 and 2022-23) as on PDD	<ol style="list-style-type: none">1. Original Copies of audited balance sheet/ Income Expenditure Statement for three financial years (2020- 21, 2021- 22 and 2022-23). (TECH A - 3), which is duly certified by the chartered accountant on their letter head.2. Year wise audited annual report is also to be enclosed.
5	The bidder should not have been blacklisted by the Central Government / any State Government or their any Government agencies in India.	On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding Ineligibility of the Bidder and non-blacklisting

6	Bidder shall furnish an indicative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed agreements, engagements, or affiliations with the Client.	Self-Declaration from the Bidder as per prescribed format (TECH A-6)
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Preferred Criteria

1	Experience in seed production and marketing in different states / country with special reference to similar Odisha Agro climatic condition.	Experience Certificate of seed Production and Marketing in the Similar Agro-Climatic Condition.
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NB: An application shall be considered unsuitable and rejected at the stage of short listing if it does not meet the mandatory criteria. Supporting documents for the mandatory criteria and Preferred Criteria should be attached with TECH B-3 documents.

A. Documents to be submitted along with TECHNICAL PROPOSAL (PART- A):

The bidders have to furnish the following documents duly signed in along with their Technical Proposal:

- i) Filled in Bid Submission Check List in original (**Annexure-I**)
- ii) Covering letter (**TECH A - 1**) on bidder's letterhead requesting to participate in the bid process.
- iii) Bid Processing Fee & Earnest Money Deposit (EMD) as applicable.
- iv) Copy of Certificate of Incorporation/Registration
- v) Copy of PAN
- vi) **Copy of Goods and Services Tax Identification Number (GSTIN)**
- vii) *The Applicant may be registered under the Odisha GST Act as per OGFR-2023 or may be registered within 60days of the receiving the Letter of Awards. The said clause is compulsory*
- viii) Copies of IT Return for the last three assessment years (**AY ,2020-21,2021-22 1& 2022- 23**).
- ix) General Details of the Bidder (**TECH A-2**)
- x) Financial Details of the bidder (**TECH A - 3**) along with all supportive documents such as Balance Sheet and Income/Expenditure Statement duly certified and signed by the bidder. The same shall be duly signed by the Chartered Account on their Letter head.
- xi) Power of Attorney (**TECH A - 4**) in favour of the person signing the bid on behalf of the bidder.
- xii) List of completed/ongoing assignments of similar nature (**Past Experience Details, TECH A - 5**) along with copies of contracts / work orders / experience certificate.
- xiii) Self-Declaration regarding an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed agreements, engagements, or affiliations with the Client (**TECH A-6**)
- xiv) Self-declared statement showing the quantity of seeds produced and marketed for last five years along with the relevant documents. The relevant documents such as field inspection and seed testing report of produced quality seeds of the corresponding five years.
- xv) Any other supporting documents related to Seed Production of Last 5 years.
- xvi) Copy of the Valid Seed License
- xvii) Original Copies of audited balance sheet/ Income Expenditure Statement for three financial years (2020-21 and 2021-22, 2022-23). (**TECH A - 3**), which is duly certified by the chartered accountant on their letterhead. Year wise audited annual report to be enclosed.
- xviii) Undertaking for not having been black-listed by any Central / State Government / Any other Autonomous Body / International & National Organization in the recent past. The same shall be submitted in the Letter head of the Bidder.
- xix) **Supporting documents for the Preferred Criteria should be attached with TECH B-3 documents.**

NB: *Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will lead to summary rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other information as mentioned in the RFP Document. The proposal must be complete in all respect, indexed and hard bound. Each page should be numbered and certified by the authorized representative. Failure to comply with the RFP requirements will result in outright rejection of the proposal*

1. Bid Processing Fee:

The bidder must furnish, as part of technical proposal, the required bid processing fee amounting to of **Rs. 10,000/- (Rupees Ten Thousand only) towards Bid Processing Fee** in form of Demand Draft / Banker Cheque from any Scheduled Nationalized Commercial Bank drawn in favour of "Establishment Officer-IV, O/o the Directorate of Agriculture & Food Production, Odisha, Bhubaneswar" payable at Bhubaneswar. Proposals received without bid processing fee will be outright rejected.

2. **Earnest Money Deposit (EMD):**

The bidder must furnish, as part of the technical proposal, an Earnest Money Deposit (EMD) amounting to **Rs. 1,00,000/- (Rupees One Lakhs Only)** in form of Demand Draft /Banker Cheque from any Scheduled Nationalized Commercial Bank drawn in favour of “**Establishment Officer-IV, O/o the Directorate of Agriculture & Food Production, Odisha, Bhubaneswar**” payable at Bhubaneswar. The EMD of unsuccessful bidders except the bidder quoted second highest annual premium shall be refunded.

The EMD of the successful bidder and the bidder quoted second highest annual premium will be released only after furnishing the required Performance Bank Guarantee (PBG) and signing of the Contract.

The EMD will be forfeited on account of the following reasons:

1. Bidder withdraws its proposal during the bid validity period as specified in the RFP.
2. Bidder does not respond to requests for clarification of its proposal.
3. Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.
4. If the bidder fails to
 1. provide clarifications
 2. agree to decisions of the contract negotiation meeting,
 3. sign the contract in time,
 4. Furnish required Performance Bank Guarantee.
 5. Any other circumstance which holds the interest of the Client during the overall selection process.

3. **Validity of the Proposal:**

Proposals shall remain valid for a period of **90 (Ninety) Days** from the date of opening of the technical proposal. The Director of Agriculture & Food Production, Odisha reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the Contract within the bid validity period. The bid validity period may be extended on mutual consent.

4. **Pre-Bid Meeting:**

A pre-bid meeting will be organized online so all the queries relating to the overall selection process and scope of the work. To this respect, bidders can submit their queries, as per the prescribed format provided at (Annexure-III), to Director of Agriculture & Food Production, Odisha through e-mail jdafarmseeds.dag@nic.in, diragri.or@nic.in up to. Date-31.07.2024 (5.30PM) from the level of the authorized representative of the bidder only. Any request for clarification submitted beyond the above deadline will not be entertained during the pre-bid meeting. The pre-bid meeting will be held on Date-09.08.2024 at 4.00 PM through online. So, the Bidders will be allowed to attend the pre-bid meeting through online mode only. Clarifications to the submitted queries will be uploaded in the Department website for information of the bidders. Any such clarification / corrigendum shall be deemed to be part of this RFP. Request for alternation, change in existing terms and condition so the RFP will not be considered / entertained thereafter.

The Microsoft Teams Link- https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZGIwMTlhYzktYTYxYy00MDY3LWE4MTctYWMyZjA4NjZiNmJi%40thread.v2/0?context=%7b%22Tid%22%3a%22c960cea4-3100-498f-a2b9-99d2c00c2e6c%22%2c%22Oid%22%3a%22cb8b1c19-3085-44ba-aadc-649f6494d4e7%22%7d

5. **Authentication of Proposal:**

The proposal should be accompanied by a power-of-attorney in the name of the signatory of the proposal as per the format **TECH A-4** as provided in the RFP.

6. Submission of Proposal

The Applicants shall upload the Technical Proposal on the tendersodisha.gov.in and also submit the same in hard bound form with all pages numbered serially and by giving an index of submissions. by the closing time of PDD as specified in the RFP, each page of the submission shall be initialled by the Authorised Representative of the Applicant as per the terms of this RFP. the Financial Proposal shall be submitted online only on tendersodisha.gov.in, by the closing time of PDD as specified in the RFP. The hard copy of the Technical Proposal which are duly countersigned and should reached at the following address- Director of Agriculture & Food Production, Odisha, Krushi Bhawan, Gopabandhu Marg Bhubaneswar, PIN-751001, Telephone No- 0674- 2395532/2391925, Email: diragri.or@nic.in & jdafarmseeds.dag@nic.in

a) Technical Proposal (PART - A) (Original) & (PART -B) (Original + 1 Copy + SoftCopy in word format in Pen drive):

The envelope containing technical proposal, i.e two different parts, Part-A and Part-B should be bound together and furnished inside one envelope and shall be SEALED AND SUPERSCRIBED as “Technical Proposal- selection of public/private seed producing companies for production of seeds of paddy & non-paddy crops in selected Govt Agril. Farms through PPP mode” in two different parts i.e. Part-A & Part-B should be bound together and furnished inside one envelope. The duly filled-in technical proposal submission forms, softcopy in word format in pen drive(Part- B)along with all the supportive documents and information have to be furnished as part of technical proposal as per the requirement.

In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

1. The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number, Consultancy name as indicated in the RFP and the name and address of the Applicant. It shall bear on top, the following:
 - “Do not open, except in presence of the Authorized Person of the Authority”
 - If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.
2. The Technical Proposal shall be typed and its pages should be signed in indelible ink by the Authorised Representative of the Applicant. All pages of the original Technical Proposal must be numbered and initialled by the person or persons signing the Proposal.
3. The completed Proposal (both Technical Proposal and Financial Proposal) must be uploaded on [the tendersodisha.gov.in](http://tendersodisha.gov.in) and Technical Proposal in physical form shall be delivered on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
4. The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.
5. The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Consultant under the Agreement.

b. Financial Proposal

1. Applicants shall submit the financial proposal online only on tendersodisha.gov.in in the formats as per **Section-5 of the RFP document (“Financial Proposal”)**
2. While submitting the Financial Proposal, the Applicant shall ensure the following:
 - (i) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that Goods and Service Tax (GST) shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
 - (ii) Costs (including break down of costs) shall be expressed in INR.

7. Opening & Evaluation of the proposal:

- A. The FIRST ENVELOPE containing TECHNICAL PROPOSAL will be opened in the initial stage by the Client in presence of the bidder’s representatives at the location, date and time specified in the Bidder Data Sheet .The DA & FP (O) will constitute a screening committee to evaluate the proposals submitted by bidders only one representative with proper authorization letter from the participating bidder will be allowed to attend the bid opening meeting.
- B. The FINANCIAL PROPOSAL of the technically qualified bidders will be opened through e-procurement mode i.e tendersodisha.gov.in after completion of technical evaluation stage by the selection committee formed approved by Govt. The date and time for opening of financial proposal will be intimated accordingly to the technically qualified bidders well in advance.

8. Evaluation of Proposal:

- A three-stage process will be adopted as explained below for evaluation of the proposals.
- I. **Preliminary Evaluation (1st Stage):** Preliminary evaluation of the proposals will be done to determine whether the proposals are in order & complete and the requisite documents have been properly furnished by the bidder or not. Submission of following documents / information will be verified:
 1. Filled in Bid Submission Check List in Original (Annexure-I)
 2. Covering letter (TECH A - 1) on bidder’s letterhead requesting to participate in the selection (Bid) process.
 3. Bid Processing Fee & Earnest Money Deposit (EMD) as applicable.
 4. Copy of Certificate of Incorporation/Registration.
 5. Copy of PAN.
 6. Copy of Goods and Services Tax Identification Number (GSTIN)
 7. Copies of IT Return for the last three assessment years (AY, 2020-21 and 2021-22, 2022-23).
 8. General Details of the Bidder (TECH A-2)
 9. Financial Details of the bidder (TECH A - 3) along with all supportive documents such as annual turnover of last 3 years (2020-21 to 2022-23), income and expenditure statement, balance sheet which are duly signed as per the instruction.
 10. Power of Attorney (TECH A - 4) in favor of the person signing the bid on behalf of the bidder.
 11. List of completed assignments of similar nature (Past Experience Details, TECH A - 5) along with copies of contracts / work orders / experience certificate from previous clients.
 12. Self-Declaration regarding an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed agreements, engagements, or affiliations with the Client (TECH A-6).
 13. Undertaking for not having been black-listed by any Central / State Government / Autonomous bodies/ International & National Organization in the recent past.
 14. Self-declared statement showing the quantity of seeds produced and marketed for last five years along with the relevant documents. The relevant documents such as field inspection and seed testing report of produced quality seeds of the corresponding five years.
 15. Any other supporting documents related to Seed Production of Last 5 years.
 16. Copy of the Valid Seed License
 17. Original Copies of audited balance sheet/ Income Expenditure Statement for three financial years

(2020-21 and 2021-22, 2022-23). (TECH A - 3), which is duly certified by the chartered accountant on their letter head. Year wise audited annual report to be enclosed.

18. Supporting documents for the Preferred Criteria should be attached with TECH B-3 documents.
19. All the pages of the proposal and enclosures are signed or not by the authorized representative.

Any deviation from the prescribed procedures/formats/conditions/requirements shall result in outright rejection of the proposal. Bids with conditional offer shall be out rightly rejected. All the pages of the proposal must be numbered and have to be sealed and signed by the authorized representative of the bidder.

II. Technical Evaluation (2nd Stage): Technical proposal will be opened and evaluated for those bidders who qualify the preliminary evaluation stage. Detailed evaluation process will be adopted for evaluation of the proposals. The proposals will be evaluated as per the parameters vide Score Sheet detailed as mentioned below.

1. Scoring sheet for Selection of public/private seed producing companies for seed production programme of paddy and non-paddy crops in selected Govt. Agril. farms through PPP mode

Sl. No	Particulars	Criteria	Marks	Maximum. Marks	
IA	1	Experience in seed production	Minimum 5 years	25	30
			Above 5 years up to 10 years	27	
			Above 10 years	30	
	2	Average Annual turnover for last 3 years	From Rs 25.00 crore to 30.00 crore	15	20
			Above Rs. 30.00 crore to Rs.35.00 Crore	17	
			Above Rs. 35.00 crore	20	
	3	Bidder may have experience in seed production programme in different states with special; reference to similar agro-climatic condition of Odisha	Minimum 3 years	7	10
			Above 3 years to 10 years	8	
			Above 10 years	10	
IB	4	Technical presentation	40	40	
		Total	100	100	

Bidders who secure minimum 40 marks out of the total 60 marks in the evaluation section IA of above table will be called for technical presentation for marking as per section IB.

Bidders accompanied by the Consultants will make a presentation before the screening committee during the technical evaluation stage. The objective of the presentation is to enable the

Client to evaluate the bidders about their understanding and preparedness for the proposed assignment. Clarifications, if any, as required by the Client will also be discussed during the meeting. The detail schedule along with an outline for presentation will be intimated to the concerned bidders before 7 days from the date of technical presentation.

The evaluation of technical presentation will be based on the following criteria.

- a) Understanding of the scope of the programme.
 - b) Strategy/ Methodology of Coverage of the programme.
 - c) Work Plan/Roadmap of the programme.
1. The presentation based upon about their Institution, experience in seed production, annual turnover, research and development, strategy for utilization of farm land for production of quality seeds of paddy and non-paddy crops, managing the Govt Farms; Business plan; sustainability etc., which will form a critical part for Technical Evaluation.
 2. A maximum of up to 40 marks can be awarded under this category.
 3. The Organization/agency whose proposal after technical evaluation secures a score minimum qualifying mark of 60 (maximum marks of 100 (Technical Proposal & Technical Presentation) in the technical evaluation stage will be technically qualified and the proposal will be eligible for the financial evaluation, that is **the bidder whose technical proposal secures a score above the minimum qualifying mark of 60 in the technical evaluation stage will be technically qualified for opening of the financial proposal.**
 4. A proposal shall be considered unsuitable and rejected at the stage of Technical Evaluation, if it does not meet the minimum technical standard on the above aspects as may be decided by the Screening Committee.
 5. After completing the technical evaluation, the chairman of Screening Committee shall notify the agencies/ Organizations whose proposals meet the minimum technical standards.
 6. The date of opening of the financial proposals will be intimated to the technical qualified bidders in writing, Hence, the Organization /agency should make themselves available for the same.

III. FINANCIAL EVALUATION (3rd Stage): The financial proposals of the technically qualified bidders only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

9. Evaluation Process:

1. The aim of the bidding process is to select the most preferred and best suited Operating Companies in terms of technical and commercial aspects as per the terms herein. The selection process is mentioned below follows.
2. Financial Bid: The Financial bid of the bidders qualifying as per Qualification cum Technical criteria shall be opened for comparison. The technically qualified bidder quoting highest annual premium fees for individual Cluster of farm in the first year of the contract would be the selected bidder for awarding the contract as per scope of work mentioned in this document.
3. The Annual Premium Fees Shall be increased @2% on biennial Basis.
4. The Annual Premium Fees are to be paid on the Anniversary date of the Contract and shall be exclusive of GST. GST at applicable rate will be charged on the Annual Premium Value.
5. All the bidders shall submit an indicative Production Plan, indicative yield and financial projections for a period of 15 years in the bid document.
6. All the bidders are required to make a presentation before a committee (to be constituted for this purpose) about their Institution, experience in seed production, annual turnover, research and development, strategy for utilization of farm land for production of quality seeds of paddy and non-paddy crops, managing the Govt Farms; Business plan; sustainability etc., which will form a critical part for Technical Evaluation. It may be noted that this presentation will also form a critical basis for Technical Evaluation.
7. **In addition, bidders are required to submit both soft copy and minimum three hard copies of the Presentation to the Committee immediately after opening of Technical bids.**
8. The Authority reserves the right to verify the claims made by the bidder and to carry out the capacity assessment of the bidder and the Authority's decision shall be final in this regard.

9. The technically qualified bidder whose offer comes highest per cluster of Farms would be awarded the contract.
10. The Authority reserves the right to reject the financial bids in case of receipt of low bid.

10. Performance Bank Guarantee :(PBG)

Within 7 days of notifying the acceptance of proposal for the award of Contract, the qualified bidder shall have to furnish an unconditional **Performance Bank Guarantee** amounting to **10% of the total contract value including GST** from any Scheduled Nationalized Commercial Bank situated in Bhubaneswar in favour of “Establishment Officer-IV, O/o the Directorate of Agriculture & Food Production, Odisha, Bhubaneswar”, as per the format at Annexure-IV, for a period of three months beyond the entire contract period (i.e. PBG must be valid from the date of effectiveness of the contract to a period of 3 months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of validity of PBG provided there is no breach of Contract on the part of the qualified bidder. No interest shall be paid on the PBG.

11. Contract Negotiation:

Contract Negotiation will be held at a date, time and address as intimated to the selected bidder. The invited bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any, and availability of proposed professionals etc.

12. Award of Contract:

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the Contract and promptly notify all other bidders about the result of the selection process. The successful bidder will be asked to sign the Contract after fulfilling all formalities within 7 days of issuance of the offer letter. After signing of the Contract, no variation or modification of the terms of the Contract shall be made except by written amendment signed by both the parties. The Contract would be valid for **15 Years** from the date of effectiveness of the Contract. Renewal of Contract may be considered on satisfactory performance subject to two renewals of five years each. ***Sub-contracting is not allowed under this assignment under any circumstances.***

13. Conflict of Interest:

Conflict of interest exists in the event of: (i) conflicting assignments, including implementing, providing consultation, monitoring and evaluation/environmental assessment of the same scheme / project at a different level by the eligible bidder; (ii) Consultants, agencies or institutions (individuals or organizations) who have a business or family relation with officials of the Client directly or indirectly; and (iii) practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Client as this would amount to their disqualification and breach of contract.

14. Disclosure:

Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract. Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to a criminal offence or other serious offence punishable under the law of the land, where they have been found by any regulator or professional body to have committed professional misconduct; corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract; Failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

15. Anti-corruption Measure:

- a. Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- b. A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Client shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

16. Language of Proposals:

The proposal and all related correspondence exchanged between the bidder and the Client shall be written in the **English** language only. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

17. Cost of bidding:

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Bidders are not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed

18. Proposal Forms:

Wherever a specific form is prescribed in this Request for Proposal (RFP) document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form, additional sheets shall be used to convey the required information. For all other cases, the bidder should design a form to hold the required information. *Any deviation to the prescribed format of the RFP results in rejection of the proposal.*

19. Local Conditions:

Each bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and/ or the cost. The bidder is expected to know all conditions and factors, which may have any effect on the execution of the Contract after issue of letter of Award. The client shall not entertain any request for clarification from the bidder regarding such local conditions. It is the bidder's responsibility that such factors have been properly investigated and considered before submitting the Proposal. No claim, whatsoever, including that for financial adjustment to the Contract awarded under the bidding document will be entertained by the Client. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted on account of failure of the bidder to know the local laws/ conditions. The Bidder is expected to visit and examine and study the location of Government offices and its surroundings and obtain all information that may be necessary for preparing the Proposal at its own interest and cost.

20. Legal Jurisdiction:

All legal disputes are subject to the jurisdiction of civil court of Bhubaneswar only.

21. Governing Law and Penalty Clauses

a. Penalty Clause

Case-1: On Seed Production

1. The SPC must adhere to the norms and Conditions of Seed Production Plan; accordingly, SPC shall supply the Foundation/ certified seeds of desired Variety. There may be Variation of 10 %(+/-) in production of indented quantities, which shall be considered by both the DA & FP (O) and SPC.
2. If the SPC fails to provide the desired quantity of seeds of the indented variety then the penalty shall be charged on the Annual Premium Fees(Annual Contract Value), in case of occurrence of the natural calamities and unfavorable weather conditions which shall be considered by both the parties. However, the Joint enquiry report comprising of the members of CDAO offices, OSSOPCA, KVK and OSSC shall be taken to account.

Penalty Rules on the Quantity of seed Supplied			
Sl.No.	% of Variation in production seeds of a cluster	Penalty Imposed on Annual Premium Fees	Duration
1	- 10% on production of seeds of a cluster	Zero Penalty	The Penalty shall be charged during the payment of Annual Premium Fees
2	-25% on production of seeds of a cluster	@10% on Annual Premium Fees	
3	-50% on production of seeds of a cluster	@25% Annual Premium Fees	
4	-75% on production of seeds of a cluster	@40% Annual Premium Fees	

Case-2: On Annual contract value

If the SPC fails to submit the Annual Contract fees within the specified timeframe, a penalty charge of 1% per month, calculated based on the annual contract value, will be levied on them.

22. Confidentiality:

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Agency of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Client's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Client, the Agency or its personnel shall not at any time bidder to influence during the proposal evaluation stage may result in the rejection of the proposal. communicate to any person or entity any confidential information acquired in the course of the contract. Any effort by the bidder to influence during the proposal evaluation stage may result in the rejection of the proposal.

23. Amendment of the RFP Document:

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum/ corrigendum through Agriculture & Farmers Empowerment Department website.

Any such addendum/corrigendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum/corrigendum into account in preparing their proposals, the Client may, at its discretion, extend the deadline for the submission of the proposal.

24. Client's right to accept any proposal and to reject any or all proposal/s

The Client reserve the right to accept or reject any proposal, and to annul or amend the bidding / selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders. Misrepresentation/improper response/ by the bidder may lead to the disqualification of the bid. If such disqualification/rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified/rejected, then the client reserves the right to consider the next best bidder, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the selection Process.

25. Copyright, Patents and Other Proprietary Rights:

Agriculture & Farmers Empowerment Department, Government of Odisha shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, Copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Client's request, the Agency shall take all necessary steps to submit them to the Client in compliance with the requirements of the contract.

26. Force Majeure:

For purpose of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency. If a Force Majeure situation arises, the agency shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Client in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise Client in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Client reserve the right to cancel the contract without any obligation to compensate the agency in any manner for whatsoever reason.

27. Arbitration:

The Client and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not so resolved amicably within 30 days of receipt of notice of such as a dispute shall be resolved by a sole arbitrator nominated **by the Govt., Agriculture & Farmers Empowerment Department, Government of Odisha**. The arbitration proceedings shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceeding shall be held in **Bhubaneswar**.

28. Disqualification of Proposal:

The proposal of the bidder is liable to be disqualified in the following cases as listed below:

- a) Proposal submitted without Bid Processing Fee & EMD as applicable.
- b) Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP.
- c) During validity of the proposal, or its extended period, if any, the bidder decreases his quoted prices.
- d) Proposal is received in complete form.

- e) Proposal is received after due date and time for submission of bid.
- f) Proposal is not accompanied by all the requisite documents/information.
- g) A commercial bid submitted with assumptions or conditions.

- h) Bids with any conditional technical and financial offer.
- i) If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the highest / best value.
- j) Proposal is not properly sealed or signed.
- k) Any deviation in the technical and financial proposal.
- l) Proposal is not conforming to the requirement of the scope of the work as per Terms of Reference.
- m) Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- n) If any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid.
- o) Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices.
- p) Failure to agree with terms and conditions of the RFP.
- q) Any other condition / situation which holds the paramount interest of the client during the overall selection process.
- r) If it becomes insolvent.
- s) Becomes bankrupt or incapacitated for more than 30 days.
- t) Himself or his office bearer involved in any criminal offence.
- u) Breaches conditions of the agreement and misrepresents facts and data.
- v) Performance of the agency does not cater to the requirement of the Programme.
- w) Is blacklisted by any Govt. or any other Agency.
- x) Any other terms & conditions as mentioned in the MOA.

29. Termination of contract

The client holds the right to terminate the entire selection process/ contract if it is determined in good faith the bidder is not eligible for bidding, or has been disqualified for one or more reasons, or due to the disqualification of the proposal or without assigning any reason thereof to the bidder.

SECTION: 3
TERMS OF REFERENCE

Scope of Work of the Public/Private Seed Producing Agencies

A. Area of Operation, Duration and Agreement

1. The SPC will select a minimum of one Cluster of farms as per the list enclosed at Annexure-A.
2. The contract period will be for 15 years. The 1st year will be the moratorium period or the cooling period wherein the SPC will give the Annual premium fees and will be allowed to settle i.e. The moratorium period is the first year of contract where in the SPC shall give the annual contract value and if they desire then the production activities may be taken for either Kharif or Rabi season. However, the production activities shall be taken by the SPC from 2nd year onwards up to the contract period without any deviation.
3. The Annual premium Fees of the SPC will be enhanced @ 2% per biennially.
4. The SPC will enter into a tripartite MoA between DA & FP (O), SPC and OSSC.
5. The SPC will open an office in Odisha within 3 months of the agreement and also take seed license from the competent authority of Odisha Government. In this regard, the bidder shall produce a Notarized Rent Agreements evidence of having an office at Odisha. If they have already seed license then there is no need to take up the same. However, the SPC shall submit the seed license from Odisha Govt. during the signing of contract.

B. Seed Production Programme

1. The SPC shall utilize 100% of the cultivable land of the farms for the Seed production programme of Quality seeds (Foundation/ Certified of Varieties /Hybrids of different Paddy and Non-Paddy Crops) in both Kharif and mostly non-paddy in Rabi Season. They may also take up Summer Crops if assured irrigation facility is available in the Farms.

Season	Type of Land	Type of Crop	Class of Seed to be used
Kharif	Low / medium Land	Paddy	Breeder/ Foundation Seeds of Varieties/ Hybrids
	Up Land	Non-Paddy	
Rabi	Up/Medium Land	Non-Paddy/Paddy	
Summer	Low/ Medium/Up Land	Non-Paddy	

2. The production programme will be finalized jointly by the DA & FP (O), SPC and OSSC, keeping in view of the seedrolling plan prepared by the Department. Preferably, a three-year advance Seed Production Plan (Farm wise, Variety/Class Wise and Year Wise) shall be prepared well in advance for the production of quality seeds during the 15years of contract period by the SPC.
3. The Seed Production Plan as prepared by the SPC shall be approved by the DA&FP (O) before the commencement of Kharif and Rabi Season every year till the Completion of the contract Period.
4. The Odisha State Seed Corporation shall provide the Breeder / Foundation seeds as per approved production plan, Similarly, the SPC may also arrange seeds for production purpose from other authorized sources as per the Field Situation

5. The SPC will undertake the production programme of only notified crop varieties which are in the seed chain of the state or required by the farmers of the state. However, the seed production for Paddy during Kharif in low/medium areas can be taken up subject to the Paddy varieties are notified /desired /indented by through DA & FP (O) or any newly released variety adaptable to Odisha agro-climatic condition.
6. If the SPC want to take up Hybrid Seed Production which is not notified, an approval of DA & FP (O) has to be obtained prior to implementation of seed production programme.
7. SPC will undertake the production programme of only the **notified crop/varieties of non-paddy crops. No TL seedother than Dhanicha, Sunhemp and Mesta shall be taken up.**
8. R& D in the Farm will be allowed subject to approval of the DA&FP(O). They can take up Multi Location Trial (MLT) as per the Odisha agro-climatic Zones.
9. The total cost of seed production programme, would be borne by the SPC. The SPC will be required to monitor and render necessary guidance for implementation of full package of practices of the seed crop for better production adhere to seed certification standards and shall produce all documents required by the Certification Agencies for verification
10. SPC shall responsible for adopting protocol of Quality seed production i.e. Starting from Registration of Seed Crop for certification to final Tagging of seeds. There will be no financial support from Govt. of Odisha towards theSeed Production Programme.
11. SPC shall abide the act, rules and regulation of Govt. made for Seed Certification standards, i.e. The SPC would complete all formalities, towards registration with the OSSOPCA, for undertaking Foundation/ Certified SeedProduction Programme in name of SPC and deposit mandatory documents and fees for the same, timely complete the roughing of all off type clean, harvest and post-harvest practices and its processing and storage atseed lots.
12. The Crop Cutting Experiment will be visited by the officials from CDAO, OSSOPCA offices.
13. The Packing Materials may be provided by the OSSC or may arranged by the SPC on their own.
14. The Post-Harvest Certification activities like Processing, Supervision, Packing Supervision, Sampling, Testing, Tagging and Sealing of the Container is to be taken up timely in consultation with OSSOPCA Personnel confirming to Indian minimum seed certification standards.
15. Timely renewal of the Seed Processing Plant (SPP) by the SPC with OSSOPCA is to be meticulously followed.
16. SPC will keep the total quantity of certified seed produced in the go-down available inside the Farm in ambient storage condition. In addition to this, the SPC may store the seeds in the nearby go-down with the prior intimation to the OSSOPCA/Zonal Manager OSSC.
17. The Certified Seeds so available in the premises /go-down are to be insured with the Insurance Company.

C. **Marketing of Seed Produce**

1. The SPC shall intimate the Director of Agriculture & Food Production (O) and OSSC for lifting of tagged seeds produced in the farm well in advance before each Season.
2. The certified seeds of paddy and non-paddy crops shall be procured by the OSSC, as per the approved production programme and Price Finalized by the Seed Pricing Committee.
3. The OSSC shall procure all the non-paddy seeds produced by the SPC. However, in case of

certified seeds of paddy, the OSSC shall lift as per the requirement of the State and the SPC may also open a Counter at Farm Gate to sale those Certified Paddy Seeds or may export the same outside the State.

4. In case of seed produced under multi location trial, hybrid paddy or other variety under R & D the SPC will sale those produce with intimation to DA & FP (O).
5. The DA&FP(O) through OSSC shall procure 80% of total Farm produce as per the Price Finalized by the Seed Pricing Committee from time to time.
6. The remaining 20% of the produce may be sold by the SPC at their convenience, either within or outside the state."

D. Terms and Conditions on Payment:

On Contract Value by Public/ Private Seed Producing Companies

1. The Annual Premium (Contract) Fees are to be paid on the Anniversary date of the Contract and shall be exclusive of GST. GST and or any other taxes & levies, if any, have to be paid separately at applicable rates on the invoice raised by Authority.
2. The SPC will give Annual contract value for 15 years.
3. The contract value from second year onwards will be increased @ 2% biennially.

Procurement Price

1. The Tagged Seeds produced by the SPC will be procured by the OSSC as per the price fixed by the Seed Pricing Committee.
2. The 80% payment will be made to the SPC after 30 days of lifting of tagged seeds by OSSC.
3. The rest 20% of the payment will be made after 60 days of lifting of tagged seeds by OSSC.

E. Others Terms and Condition related to Production

The SPC would be fully responsible for any complaint regarding quality of the seed so produced and shall provide all necessary certificate/reports from OSSOPCA. The SPC shall indemnify DA&FP (O) from all costs, risks and responsibility that may arise on account of action or inaction on part of the SPC.

F. Reporting Clause

1. The SPC will submit the Monthly Progress Report (MPR) on the Crop Achievement on the different parameter and other issues to the Director of Agriculture & Food Production (O) on monthly basis.
2. Ensure the Compliance to the requirements of the regulatory authorities both the statutory and administrative.

G. Deployment of Staff

- 1) The SPC will deploy the staff to manage the seed Production activities in the Farms.
- 2) The SPC may deploy one Manager for each cluster of farms and one Supervisor for each farm for smooth management of seed Production Programme.
- 3) The appointment of local people for managing the farms shall be preferred.
- 4) The SPC will employ all the personnel who will be stationed as per the requirement and all statutory obligations like EPF, ESI and other benefits along with their remuneration will be borne by SPC. Also, they must undertake to adhere to all the statutes, laws and guidelines issued from time to time regarding employees' welfare.

H. Penalty Clause

Case-1: On Seed Production

1. The SPC must adhere to the norms and Conditions of Seed Production Plan; accordingly, SPC shall supply the certified seeds of desired Variety. There may be Variation of 10 % (+/-) in production of indented quantities, which shall be considered by both the DA & FP (O) and SPC.
2. If the SPC fails to provide the desired quantity of seeds of the indented variety then the penalty shall be charged on the Annual Contract Value, in case of occurrence of the natural calamities and unfavorable weather conditions which shall be considered by both the parties. However, the Joint enquiry report comprising of the members of CDAO offices, OSSOPCA, KVK and OSSC shall be taken to account.

Penalty Rules on the Quantity of seed Supplied			
Sl. No.	% of Variation in production seeds of a cluster	Penalty Imposed on Annual Premium Fees	Duration
1	- 10% on production of seeds of a cluster	Zero Penalty	The Penalty shall be charged during the payment of Annual Premium Fees
2	-25% on production of seeds of a cluster	@10% on Annual Premium Fees	
3	-50% on production of seeds of a cluster	@25% Annual Premium Fees	
4	-75% on production of seeds of a cluster	@40% Annual Premium Fees	

Case-2: On Annual contract value(Annual Premium Fees)

If the SPC fails to submit the Annual Contract/Premium fees within the specified timeframe, a penalty charge of 1% per month, calculated based on the annual contract value. The same shall be paid by the SPC.

TERMS OF REFERENCES

Clause 1: Agreement and Duration

- 1) The Department of Agriculture & Farmers Empowerment, Odisha desires to produce Seeds of Paddy and Non-Paddy Crops in selected Govt. Agril. Farms by Public/Private Seed Producing Companies through PPP mode for a period of 15 Years.
- 2) The contract period will be for 15 years. The contract will start from the Effective Date, be after expiry of themobilization period of 10 calendar days from the date of execution of Agreement.
- 3) The SPC will give contract value on annual basis and shall be escalated @ 2% on biennial basis.
- 4) In addition to this, it is noted that if the SPC does not start production as per the agreed parameters and within the prescribed time frame i.e., after ending of the moratorium period (1st year), then the contract will be cancelled and terminated and the land will be resumed or returned back to the Dept. of Agril *suo motto* and all securities including EMD and Bank Guarantee will be forfeited.
- 5) A tripartite MoA will be signed between DA & FP (O), OSSC and SPC. The Director Agriculture shall have right to terminate the contract in the event of breach of Terms of Reference in the RFP Documents/Agreements.

Clause-II: Seed Production Programme

1. **The SPC will utilize the 100% cultivable land for seed Production Programme purpose.**
2. A seed rolling plan will be prepared by the SPC in every three years throughout the 15-year duration, resulting in a total of five cycles of seed rolling plans within that timeframe.
3. Three-year Seed Rolling Plan is to be prepared by the SPC in consultation with the DA & FP (O) and OSSC. The Crop Production Programme will be finalized Jointly by the DA&FP(O), OSSC and SPC.
4. The SPC will undertake the seed Production Programme of Foundation/ Certified Seeds of Varieties or Hybrids of paddy and non-paddy crops which have been notified and in the seed Production Chain of the State.
5. The SPC shall be allowed for production of Non-Paddy seeds for both varieties and hybrids of Foundation and Certified class on priority.
6. Due approval shall be taken from the DA&FP(O) for the hybrids seeds which are not yet notified for the State, in addition to this, No TL Seeds other than Dhanicha, Sunhemp and Mesta shall be taken up in the Farms.
7. The SPC will undertake the production programme of only notified crop varieties which are in the seed chain of the state or required by the farmers of the state. However, the seed production for Paddy during Kharif in low/medium areas can be taken up subject to the Paddy varieties are notified /desired /indented by the farmer through DA & FP (O) or any new released variety adaptable to Odisha agro-climatic condition.
8. That all type of expenditure towards Seed Production Programme i.e., starting from Seed Crop registration to tagging and issue of certificate shall be borne by the SPC on his own.

9. The Govt. shall not provide any financial assistance towards the Seed Production Programme.
10. SPC shall abide the rules and regulation of Govt. of Odisha made for seed Certification Process.
11. The Seed Certification shall be carried out by OSSOPCA as the standards and rules laid down in the book of Indian Minimum Seed Certification Standards (IMSCS), New Delhi
12. The SPC in-coordination with the OSSOPCA shall ensure timely inspection of Crops at different stages.
13. The SPC shall renew the Seed Processing Plant Timely.

Clause-III (Procurement and Marketing of seeds)

1. The Certified Seeds produced by the SPC will be procured by the OSSC as per the price fixed by the Seed Pricing Committee.
2. Refer the marketing of seed produce of scope of work of SPC in detail.

Clause-IV (Maintenance of Infrastructure and Farm Machineries)

1. The Seed Producing Companies shall be provided the infrastructures related to Seed Production Programme as is where is basis and shall be properly maintained by the SPC.
2. The SPC shall develop the necessary infrastructure related to seed Production Programme.
3. The Orchards, Farm ponds and other natural resources available in the farm shall be utilized and maintained by the SPC on their own cost. ***The SPC may go for auction of those orchard and Farm Ponds available in farm for getting additional Revenue.***
4. The maintenance of farm land, farm machineries and equipment's, the existing SPP (if any), monthly energy charges, water use charges and other assets if any, are to be paid by concerned SPC, failing which penalty will be levied as per rules by the concerned Dept.
5. The seed producing company (SPC) will have the right to use assets in the farm but will ensure proper maintenance of the same. The day the period of agreement expires or is terminated, the seed producing company shall have to hand over all assets taken over from DA & FP, (O) in the form & form that they have taken over.

Clause-V (Clause on Land)

- 1) The period of contract for Fifteen Years. The entire cultivable land will be used for seed production unless and otherwise any special instruction is issued by the DA & FP (O).
- 2) All the Cultivable land shall be utilized for seed Production Programme Only. The SPC shall not use the farm land for other than seed production purposes. The farm will be primarily utilized for seed multiplication of paddy and Non-Paddy Crops and Crop varieties adaptability to Odisha agro-climatic condition as per the directives of DA& FP (O).
- 3) The ownership of the land will always vest in Department of Agriculture, Odisha.
- 4) The seed producing company (2nd party) will have no right to sublet the farm land to any one in any manner whatsoever.
- 5) Land Cess shall be paid by the Agriculture Department.
- 6) The Annual Premium (Contract) Fees are to be paid on the Anniversary date of the Contract and shall be exclusive of GST. GST and or any other taxes & levies, if any, have to be paid separately. At applicable rates on the invoice raised by Authority.

- 7) DA & FP, Odisha shall have the right to inspect the farm properties, assets during the Contract period.
- 8) The SPC will give Annual contract value for 15 years.
- 9) The contract value from second year onwards will be increased @ 2% biennially.
- 10) The land shall be used for Seed Production Programme and Agricultural activity (ies) only.
- 11) The SPC shall not be entitled to quarry stones or Minerals, if any from the farm Land.
- 12) The land shall not be used for the purpose for any kind of Financial Loan as Mortgaged.
- 13) Appropriate disposal of waste (Solid, Liquid and Gas) should be maintained by the SPC as per the environment policy of the State.

Clause-VI (Exit Clause and Arbitration)

1. The SPC is free to exit out from the signed MoA by giving a written notice before 6 months citing the reason to terminate the tenure prematurely. On exiting mid-way, the SPC shall not have any claim on the land even if it has built any temporary/permanent infrastructure inside any farm.
2. The DA & FP(O) shall have the power to withdraw from the signed MoA with SPC for violation of rules, procedures, instructions for Seed Production given/amended from time to time by DA&FP(O)
3. If the DA&FP(O) wants to exit the MoA, then a committee will be formed under the chairmanship of the DA&FP(O), to assess the cost of immovable infrastructure developed by SPC for reimbursement.
4. However, If the DA&FP (O) wants to exit the MoA,, the cost of immovable infrastructure developed by SPC can be considered for reimbursement after the report obtained from a high level committee under the Chairmanship of the Director, Agriculture.
5. In case of any dispute regarding this Memorandum of Understanding / Agreement; the matter shall be referred to the arbitrator. The Principal Secretary of Agriculture, A & FE, Deptt. of Government of Odisha will be the sole arbitrator and his decision shall be final and binding on both the parties.
6. In the event of any dispute arising out of this contract which is not resolved by the arbitrator, The matter will be resolved within the Jurisdiction of Bhubaneswar, all other jurisdiction shall be excluded.
7. All all previous liabilities relating to the property being given on contract basis to the date of occupation by the seed producing company shall be the liability of the DA & FP, Odisha/ Department of Agriculture.
8. After expiry of the contract period the second party will immediately vacate the farm premises and hand it over to the DA & FP, Odisha /Department of Agriculture along with all infrastructure/equipments/ movable and immovable properties/ furniture and fixture given to the second party. After 30 days of the expiry of the contract period, evacuation proceedings will be instituted for which the second party shall be solely responsible of the outcome.
9. The Government of Odisha in Agriculture Department shall have full authority to take a suitable decision in case of the natural events, calamities and factors beyond the control of the seed producing company that leads to no or partial fulfillment of the Term

of Reference or conditions.

10. The officers/experts from the DA & FP (O)/ CDAO office/ OSSC/OSSOPCA shall inspect the farm periodically to study the crop performance and also attend the crop cutting experiments to assess the yield.
11. The Director of Agriculture & Food Production (O) has all the rights to modify any portion of RFP or withdraw or cancel the entire process at any stage during the process of implementation of the Project.
12. While implementing the project, the First Party / SPC will abide by the terms and conditions/stipulations imposed by the Govt. of Odisha time to time.
13. The SPC will employ all the personnel who will be stationed as per the requirement and all statutory obligations like EPF, ESI and other benefits along with their remuneration will be borne by the SPC. The SPC must undertake to adhere to all the statutes, laws and guidelines issued from time to time regarding employees welfare.
14. It is further agreed and declared that the SPC shall indemnify and keep indemnified the Govts against all losses costs, charges and expenses that the Govt. may suffer or incur on account of (i) the SPC committing breach of any law, rule or regulation or directions in connection with the plantation (ii) the SPC causing any damage to property or loss of life (iii) the SPC causing loss to any adjoining land and anything appurtenant thereto by any act or (iv) any accident occurring during the operations on the said land and (v) nonpayment of taxes dues and duties payable to the Government or any Local authority in respect of the said land or any other amount payable in respect of the plantation (vi) any other reason whatsoever.
15. The SPC is not allowed to carry on any activity which is socially objectionable or be considered criminal/ illegal/unethical or detrimental to the society for which the SPC shall remain solely responsible and the DA&FP(O) shall have the final authority in cancelling the Contract .

Clause-VII (Termination of Contract)

- 1) The SPC shall adhere to the terms and Conditions as per the objective of the Project.
- 2) If the SPC fails to Supply the desired quantity of Seeds as per the Production plan then, show cause shall be initiated against the SPC.
- 3) Then, the penalty clause at Point No-H under the scope of work of SPC will be referred to.
- 4) Finally, if the SPC failed to achieve the desired target within 3 years, then the Contract shall be cancelled/ terminated.
- 5) In addition to this it is noted that if the company does not start production as per the agreed parameters and within the prescribed time frame i.e after one year, the contract will be cancelled and the lease will be determined and the land will be resumed. Also if such work is not started after winning the bid and after the moratorium period i.e 1 year after contract period, all securities including EMD and Bank Guarantee must be forfeited.

Abstract on Cluster Area

Cluster	No of Farms	Total Geographical Area in ha	CULTIVABLE AREA in Ha				RoR in the name of Krushi Bibhag (Area in ha)
			High Land	Medium Land	Low Land	Total	
Cluster-1	11	173.516	16.620	64.307	35.18	116.107	158.072
Cluster-2	15	258.209	40.042	97.682	57.08	194.804	199.14
Cluster-3	9	384.126	91.667	155.183	38.104	284.954	273.43
Cluster-4	6	154.796	21.326	59.498	20.72	101.544	106.80
Grand Total		970.647	169.655	376.67	151.084	697.409	737.442

Cluster-1								
Revenue District	SL No.	Name of the Farm	Total Geographical Area in ha	CULTIVABLE AREA in Ha				RoR in the name of Krushi Bibhag (Area in ha)
				High Land	Medium Land	Low Land	Total	
Balasore	1	Baharda	17.496		7.007	6.000	13.007	17.496
Balasore	2	Sheragarh	18.652	2.000	10.000	2.000	14.000	18.652
Bhadrak	3	Agarpada	17.608		9.000	5.000	14.000	17.608
Bhadrak	4	Bhadrak	6.772		5.000		5.000	4.472
Bhadrak	5	Dhamnagar	16.712	2.000	8.000	3.000	13.000	9.76
Cuttack	6	Athagarh	12.056	0.620	5.800		6.420	12.056
Cuttack	7	Banki	17.152	6.000		7.000	13.000	10.96
Jagatsinghpur	8	Kujanga	13.356	1.000	2.000	2.000	5.000	13.356
Khurda	9	Deras	29.732	5.000	7.500		12.500	29.732
Puri	10	Olansa	15.460		10.000	2.180	12.180	15.46
Puri	11	Sakhigopal	8.520			8.000	8.000	8.52
GRAND TOTAL			173.516	16.620	64.307	35.18	116.107	158.072

Cluster-2								
Revenue District	SL No.	Name of the Farm	Total Geographical Area in ha	CULTIVABLE AREA in Ha				RoR in the name of Krushi Bibhag (Area in ha)
				High Land	Medium Land	Low Land	Total	
Angul	1	Gatikrushnapur	13.868	4.000	4.000	2.000	10.000	13.868
Angul	2	Pallahara	14.276	2.000	2.000	7.000	11.000	14.276
Dhenkanal	3	Damasala	40.100	6.770	24.630	3.970	35.370	2.02
Dhenkanal	4	Gondia	14.752	1.000	6.000	3.000	10.000	13.156
Dhenkanal	5	Mahisapat	2.572			2.500	2.500	2.572
Keonjhar	6	Gohira	12.260	1.000	5.680	2.320	9.000	10.868
Keonjhar	7	Keonjhar	19.820		5.660	4.970	10.630	10.32
Keonjhar	8	Sangam	21.120	4.720	6.330	5.210	16.260	16.116
Malkangiri	9	Mathili	13.715	1.000	3.400	5.000	9.400	13.648
Mayurbhanj	10	Boisinga	14.392	2.320	7.070	0.660	10.050	14.392
Mayurbhanj	11	Dalki	17.128	5.350	5.310	2.740	13.400	17.128
Mayurbhanj	12	Dhanapanna	19.152	6.160	8.510	1.430	16.100	16.216
Mayurbhanj	13	Sandeuli	20.320	2.000	6.000	2.000	10.000	20.32
Nayagarh	14	Daspalla	15.840	2.200	3.000	8.000	13.200	15.348
Subarnapur	15	Biramaharajpur	18.894	1.522	10.092	6.280	17.894	18.894
GRAND TOTAL			258.209	40.042	97.682	57.080	194.804	199.142

Cluster-3								
Revenue District	SL No.	Name of the Farm	Total Geographical Area in ha	CULTIVABLE AREA in Ha				RoR in the name of Krushi Bibhag (Area in ha)
				High Land	Medium Land	Low Land	Total	
Bargarh	1	Chakuli	22.258		17.738	0.480	18.218	21.748
Bargarh	2	Lachida(LF)	97.136	38.727	24.359	7.324	70.410	90.204
Bolangir	3	R.E. Farm	41.88	1.824	8.516	13.030	23.370	41.88
Bolangir	4	Mudghat	21.920	4.860	10.570	1.770	17.200	21.92
Nuapada	5	Khariar	20.692	5.000	5.000	4.000	14.000	19.832
Samablpur	6	Lamal	26.280	5.100	10.000	4.500	19.600	26.228
Sundargarh	7	Bargaon	16.800	2.840	6.160		9.000	16.8
Sundargarh	8	Sundargarh	21.016		8.000	7.000	15.000	18.894
Sundargarh	9	Kuliposh (LF)	116.144	33.316	64.840		98.156	15.924
GRAND TOTAL			384.126	91.667	155.183	38.104	284.954	273.430

Cluster-4								
Revenue District	SL No.	Name of the Farm	Total Geographical Area in ha	CULTIVABLE AREA in Ha				RoR in the name of Krushi Bibhag (Area in ha)
				High Land	Medium Land	Low Land	Total	
Ganjam	1	Bhanjanagar	7.156		1.000	3.200	4.200	7.156
Ganjam	2	Dhanei(LF)	42.220	1.000	21.000	3.000	25.000	5.0348
Koraput	3	Boriguma	21.236	4.534	8.990	4.400	17.924	21.236
Koraput	4	Kotpad	41.548	5.792	18.908	1.720	26.420	30.7408
Nabarangpur	5	Dabugaon	27.624	8.000	6.600	2.400	17.000	27.624
Rayagada	6	Narayanpur	15.012	2.000	3.000	6.000	11.000	15.012
GRAND TOTAL			154.796	21.326	59.498	20.720	101.544	106.804

SECTION: 4

SECTION: 4

TECHNICAL PROPOSAL SUBMISSION FORM

TECHNICAL PROPOSAL PART - A)

TECH A- 1 COVERING LETTER

(ON BIDDERS LETTER HEAD)

[Location, Date]

To:

The Director of Agriculture & Food Production
Department of Agriculture & Farmers' Empowerment
Government of Odisha,
Krushi Bhawan, Gopabandhu Marg, Bhubaneswar - 751001

Subject: "selection of public/private seed producing companies for production of seeds of paddy & non-paddy crops in selected Govt. Agril. farms through PPP mode "under the Director of Agriculture & Food Production, Odisha, Bhubaneswar of the Department of Agriculture & Farmers Empowerment, Odisha [TECHNICAL PROPOSAL: PART-A.]

Dear Sir,

I, the undersigned, offer to participate in the selection process for **selection of public/private seed producing companies for production of seeds of paddy & non-paddy crops in selected Govt .Agril. farms through PPP mode** in accordance with your Request for Proposal No.: _____, dated _____.

I, hereby submitting our proposal, which includes Technical Proposal sealed in separate envelopes. I, hereby declare that all the information and statements made in this Technical Proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to 90 days and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I hereby unconditionally undertake to accept all the terms and conditions as stipulated in the RFP document. In case any provision of this RFP is found violated, then your Department shall without prejudice to any other right or remedy be at liberty to reject our proposal including forfeiture of the full said earnest money deposit absolutely.

Cluster No	Yes/No
1	
2	
3	
4	

Note: (i) "Yes" means that the bidder is bidding for that particular Cluster. (ii) "No" means that the bidder is not bidding for that particular Cluster

I remain,

Yours faithfully,

Authorized Signatory with Date and Seal: _____

Name and Designation: _____

Address of the Bidder _____

TECH A - 2
Bidder's Organization (General Details)

Sl No.	Description	Full Details
1	Name of the Bidder	
2	Address for communication: Tel : Fax: Email id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No.: Email id :	
4	Registration / Incorporation Details Registration No: Date & Year. :	
5	Local office in Odisha If Yes, Please furnish contact details	Yes / No
6	Bid Processing Fee Details Amount: BC/DD No.: Date: Name of the Bank:	
7	EMD Details Amount: BC/DD No.: Date: Name of the Bank:	
8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	
10	Willing to carry out the assignment as per the stipulated scope of work of the RFP	YES
11	Willing to accept all the terms and conditions as specified in the RFP	YES

Authorized Signatory [In full and initials]:
Name and Designation with Date and Seal:

TECH A -3
Bidder Organization (Financial Details)

Financial Information in INR Cr			
Details	FY2020-21(Audited)	FY2021-22(Audited)	FY2022-23 (Audited)
Turnover			
<i>Average Annual Turn Over</i>			
<p>*** Supporting Documents:</p> <p>Audited certified financial statements for the last three FYs (2020-21 and 2021-22, 2022-23) (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form)</p> <p><i>Filled-in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.</i></p>			

Signature and Seal of the Company Auditor with Date in original

Authorized Signatory [*In full initials with Date and Seal*]: _____

Communication Address of the Bidder: _____

[NB: No Scanned Signature will be entertained]

TECH A- 4
FORMAT FOR POWER OF ATTORNEY

(To be provided in original on Bidder Letter Head as part of the Technical Proposal on Stamp Paper of value required under law duly signed by the competent authority of the bidder)

Dated: _____

POWER OF ATTORNEY

To Whom It May Concern

Know all men by these presents, we _____ (name and registered office address of the Applicant) do hereby constitute, appoint and authorize Mr. (Name of the Person(s)), domicile date _____ (Address), acting as (Name and Designation), a Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of contract under [Name of the Assignment] involving the deliverables as per agreement with, vide Request of Proposal (RFP) Document dated, issued by Director of Agriculture & Food Production, Odisha under Agriculture & Farmers' Empowerment Department, Government of Odisha including signing and submission of all documents and providing information and responses to clarifications/ enquiries etc. as may be required by the tender inviting authority or any representing us in all matters before the tender inviting authority and generally dealing in all matters in connection with our Proposal for the said assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For: _____

(Signature of the Authorized Representative with Date) ACCEPT: Signature, Name & Designation of person executing attorney:

NB:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Also, wherever required, the executants (s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

TECH A- 5(I)

(BIDDER'S PAST EXPERIENCE DETAILS)

Table -1 (Lists of completed/ongoing Assignments of similar nature during last 10 years)

Sl. No.	Period	Assignment and Duration	Name of the Client	*Contract Value (in INR) and Duration InMonth	Date of Award / Commencement of assignment	Date of Completion of assignment	Remarks if any
A	B	C	D	E	F	G	H
1							
2							
3							

Note: Bidders are requested to furnish the list of the assignments undertaken/ completed in the past as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document / Completion Certificate from the previous Clients need to be furnished along with the above information.

Assignments of similar nature means production of seeds of Paddy and non-paddy crops in any Government or Private Farms/ Project //State/Local Govt. Schemes / Externally Aided Projects.

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder: _____

TECH A- 5(II)

(BIDDER'S PAST EXPERIENCE DETAILS TOWARDS SEED PRODUCTION ACTIVITIES)

Table -1 -Details of company with regard to seed production & marketing of major corps/varieties (other than in Odishain the last Five years: -

S.r .	Major Crops	Variety	Production / Marketing						Remarks
			F/S Prod.	F/S Marketing	C/S Prod.	C/S Marketing	T/L/Res. Variety /Hybrid Prod.	T/L/Research Variety/HybridMarketing	
1									

Note: Bidders are requested to furnish the Crop wise, Variety wise and Class of seed produced and Marketing in the last Five Years to be furnished as per the enclosed format. Information not conforming to the above format will be treated as non-responsive. Self-declared statement showing the quantity of seeds produced and marketed for last five years along with the relevant documents. The relevant documents such as field inspection and seed testing report of produced quality seeds of the corresponding fiveyears.

Any other supporting documents of last five Years related to Seed Production shall also be attached as record of proof.

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder: _____

TECH A- 6

AFFIRMATIVE STATEMENT AS TO THE EXISTENCE OF ANY POTENTIAL CONFLICT OF INTEREST ON THE PART OF THE BIDDER DUE TO PRIOR, CURRENT, OR PROPOSED AGREEMENTS, ENGAGEMENTS, OR AFFILIATIONS WITH THE CLIENT. DECLARATION THEREOF

Are there any activities carried out by your Agency which are of the nature as mentioned in Section 2: (Information to the Bidder] under Eligibility Criteria: Para (6))? If No, please certify.

IN BIDDER'S LETTER HEAD

I, hereby declare that our agency is not having any conflict of interest due to prior, current or proposed agreements, engagements or affiliations with the Director of Agriculture & Food Production, Odisha which can be termed as of nature as mentioned in **Section 2: [Information to the Bidder] under Eligibility Criteria: Para(6)**.

I also acknowledge that in case of misrepresentation of the information, our proposal / contract shall be rejected / terminated by the Client which shall be binding on us.

Authorized Signatory [In full initials with Date and Seal]:

Communication Address of the Bidder:

TECHNICAL PROPOSAL

(PART - B)

(On Bidder's Letter Head)
TECHB -1 COVERING LETTER

[Location, Date]

To:

The Director of Agriculture & Food Production
Department of Agriculture & Farmers' Empowerment
Government of Odisha,
Krushi Bhawan, Gopabandhu Marg, Bhubaneswar - 751001

Subject: Selection of public/private seed producing companies for production of seeds of paddy & non-paddy crops in selected Govt. Agril. farms through PPP mode” under the Director of Agriculture & Food Production, Odisha, Bhubaneswar of the Department of Agriculture & Farmers Empowerment, Odisha [TECHNICAL PROPOSAL: PART -B]

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal. I hereby submitting the proposal which includes this technical proposal sealed under a separate envelope. Our proposal will be valid for acceptance up to **90Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this Technical Proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. In case, any provisions of this RFP/ ToR are found deviated, then your department shall without prejudice to any other right or remedy be at liberty to reject our proposal including forfeiture of the Earnest Money Deposit absolutely. I confirm that I have the authority to submit the proposal and to clarify any details on its behalf. I understand that you are not bound to accept any proposal you receive.

I remain,

Yours faithfully,

Authorized Signatory with Date and Seal: _____

Name and Designation: _____

TECH B -2

BIDDER ORGANISATION

(Brief Profile)

[Provide here a brief description regarding professional background of the organization]

Authorized Signatory [*In full and initials*]:

Name and Designation with Date and Seal:

[NB: Bidder needs to restrict the above information within 3-5 pages only]

TECH B - 3 (I)

Bidder's Past Experience Table -1

Details of establishment & working experience of company: -

- (a) Present establishment (Please indicate detail of each farm / production unit separately in the following format):-

SN.	No. of Farm		Size of Farm (Hect.)		Year wise * (Qtls.)	Average Production	Remarks
	Own farms	Contracted farms	Own farms	Contracted farms	Own farms	Contracted farms	

* Copy of last Five years certificate from seed certification Companies in support of area registered, quantity of seeds produced and disposed

- (b) Details of working technical staff on the rolls of the company: -

SN.	No. of Executive Technical staff	Working Experience & Qualification	No. of Non-technical staff	Working Experience & Qualifications	Remarks
	Grand Total				

- (c) Details of available infrastructure facilities including equipment owned by the company: -

SN.	Available Infrastructure	Name of equipment	No. of working equipment	Use of equipment

- (d) Major activities of the company (Last Five years)

Activity	Since the year	Turn over (Amt in Cr)	Remarks
Seed Production			
Seed Marketing			
Marketing of Fertilizers			
Marketing of Pesticides			
Any other (Specify)			
Grand Total			

- (e) Details of company with regard to seed production & marketing of major crops/varieties (other than in Odisha) in the last Five years:-

S.r.	Major Crops	Variety	Production / Marketing						Remarks
			F/S Prod.	F/S Marketing	C/S Prod.	C/S Marketing	T/L/Res. Variety /Hybrid Prod.	T/L/Research Variety/Hybrid Marketing	
1									
	Grand Total								

12. Details of the company with regard to seed production & marketing of major crops/ varieties in Odisha during in the last Five years (year wise).

Sl. No	Major Crops	Variety	Production / Marketing						Remarks
			F/S Prod.	F/S Marketing	C/S Prod...	C/S Marketing	T/L/Res. Variety Prod.	T/L/ Research variety	
1.									
	Grand Total								

f). Infrastructure status of the company: -

a) Details of seeds processing plants of the company: -with place capacity status of Registration.

b) No, of labs: -

c) What is the Internal quality system: -

d) What is the human resources system: -

Indicate if the company is doing any work in bio genetic or other advance

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

[NB: Bidder needs to restrict the above information within 5-7 pages]

TECH B -3(ii)

Proposed Work Plan to Carry Out the Assignment

- A. Give year wise indication for three years regarding seed production programme to be taken up at the of Govt. of Orissa, Agril. Department farms.

S.N	Name of the Cluster	Name of farm	Crop	Variety	Area of Seed				Minimum per qtls./ hact. Expected yield	Remarks
					B/S	F/S	C/S	T/L		
	Grand Total									

Abstract Report on Production Plan

S.N	Name of the Cluster	Type of Crop	Class of seed B/F/C/TL/Hybrid)	Area of Seed	Targeted Yield/ha	Expected yield	Remarks
	Grand Total						

- B. Details of Govt. of Orissa, Agril. Department farms for which offer is made for contract: -

S.N.	Name of the Cluster	Name of Farm	District	Offered Amount/Year	Remarks

- C. Give year wise details in formation (Three years) regarding R&D) seed production to be taken at Govt. Farm.
D. In addition to this the proposed structure of Human Resource to manage the Cluster of Farms may be indicated.
E. The financial proposal and Production plan shall be submitted individual cluster wise farms, while submitting the production plan the abstract report on crop-wise, cluster wise, shall also be submitted.

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

[NB: Bidder needs to restrict the above information within 3-5 pages only

TECH B -4

Comments and Suggestions of the Agency on the Terms of Reference / Scope of Work and Counterpart Staff and Facilities to be provided by the Client

A: On the Terms of Reference / Scope of Work:

[Present and justify here any modifications to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your technical proposal.]

B: On Input and Facilities to be provided by the Client:

[Comment here on inputs and facilities to be provided by the Client according to Information to the Consultant and Scope of Work]

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH B -5

DESCRIPTION OF APPROACH, METHODOLOGY STATEMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, he should highlight the problems being addressed and their importance, and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections]

A. Understanding of Scope, Objectives and Completeness of response

Please explain your understanding of the scope and objectives of the assignment based on the Terms of Reference (ToR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. ***Please do not repeat/copy the ToR here.***

B. Description of Approach and Methodology:

C. Project Management Plan for the Client:

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal: _____

NB: Bidders are requested to furnish the above information limiting it up to 5-7 pages only with Arial Font Size-1

SECTION: 5
FINANCIAL PROPOSAL SUBMISSION FORMS

FINANCIAL PROPOSAL-1
COVERING LETTER

(In Bidder's Letter Head)

[Location, Date]

FORMAT OF FINANCIAL BID

To

**The Director of Agriculture & Food Production,
Department of Agriculture & Farmers' Empowerment Government of Odisha,
Krushi Bhawan, Gopabandhu Marg, Bhubaneswar -751001**

Subject: Financial Bid with respect to selection of public/private seed producing companies for production of seeds of paddy & non-paddy crops in selected govt. agril. farms through PPP mode" as per Terms and Conditions of this RFP

Dear Sir,

I/We, the undersigned, is/are pleased to provide our Financial Proposal/Bid in respect to above mentioned subject in accordance to your Request for Proposal _____ dated _____. Our attached Financial Proposal is Annual Premium Fees for first year for individual Cluster [I,II,III,IV] for the sum of [Insert amount(s) in words and figures*], respectively.

The Annual premium fees for the second year and onwards will be escalated at 2% on biennial basis.

This amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the RFP document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations followed with modified agreement, up to expiration of the validity period of the proposal of 90 days. I have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the service accordingly. I understand that you are not bound to accept any proposal you receive.

Cluster Name(1/2/3/4)	Quoted Price in Figures in the 1 st Year	GST Amount	Grand Total (Total Price+ GST)	Amount in Words
Cluster-1				
Cluster-2				
Cluster-3				
Cluster-4				
Grand Total				

Yours Sincerely

Name and Designation of the Signatory:

Name of the Bidder:

Complete Address of the Bidder:

NOTE:

Authorized Signature (In full and Initials)

Financial Proposal-2

OFFER PRICE FOR INDIVISUAL CLUSTER OF FARM

Name of the Cluster (1/2/3/4)	Year	Quoted Price in Rs.	
		In Figures	In words
	Year-1		
	Year-2		
	Year-3		
	up to Y-15		
	Total Quoted Price		
	Taxes Applicable as per GST act @% of Contract Fees		
	Grand Total (Total quoted Price+ Applicable GST)		

Note-

The bidder shall quote individual wise cluster of Farm. Therefore, the bidder shall give separate sheets for Financial Proposals for each Individual Cluster of Farms. In addition to this, the Abstract sheet on offer price shall be attached herein for reference.

I declare that all the information given above is true and correct.

1. The quoted fees shall be exclusive of GST.
2. GST and or any other taxes & levies, if any, have to be paid separately at applicable rates on the invoice raised by Authority.
3. The Annual premium fees for the second year and onwards will be escalated at 2% on biennial basis.
4. Director of Agriculture & Food Production (O) has right to accept or reject any/ all tenders without assigning any reasons thereof for the same.
5. Bidders shall submit the financial proposal as per the prescribed format given above in both figures and words, and signed by the Bidder's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.
6. Taxes will be paid by the Client as per the applicable rate under GST Act from time to time. Consultancy fee proposed for the assignment shall remain fixed till completion of the contract.

Yours Sincerely

Name and Designation of the Signatory:

Name of the Bidder:

Complete Address of the Bidder:

NOTE:

Authorized Signature (In full and Initial)

SECTION -6

ANNEXURES (I to VI)

ANNEXURE - I**BID SUBMISSION CHECK LIST**

Sl no	Description	Submitted (Yes/No)	Page No.
TECHNICAL PROPOSAL			
(PART - A) (ORIGINAL)			
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Covering Letter (TECH A - 1)		
3	Bid Processing Fee of Rs. 10,000/- in form of DD		
4	EMD of Rs. 1,00,000/- in form of DD/BC		
5	Copy of Certificate of Incorporation / Registration of the Bidder.		
6	Copy of PAN		
7	Copy of Goods and Services Tax Identification Number (GSTIN)and <i>The Applicant may be registered under the Odisha GST Act as per OGFR-2023 or may registered within 60days of the receiving the Letter of Awards. The said clause is compulsory</i>		
8	Copies of IT Returns for the last 3 AYs (2020-21 and 2021-22, 2022-23)		
9	General Details of the Bidder (TECH A - 2)		
10	Financial details of the bidder (TECH A - 3) along with all the supportive documents such as copies of Income-Expenditure Statement and Balance Sheet for the concerned period. Documents related to Annual Turn Over of the Company shall also be attached.		
11	Power of Attorney (TECH A - 4) in favor of the Person signing the bid on behalf of the bidder.		
12	List of completed assignments of similar nature (Past Experience Details) (TECH A - 5(I) and (II) along with the copies of work orders / contract paper for the respective assignments.		
13	Self-Declaration pertaining to an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed agreements, engagements, or affiliations with the Client (TECH A - 6)		
14	Undertaking for not have been black-listed by any Central / State Govt. / any Autonomous bodies during its business career.		
15	The documents related to qualification Criteria as per Page No-10,11 and 12 of the this RFP documents also be attached		
(PART - B)			
1	Covering Letter (TECH B -I)		
2	Bidder Organization (TECH B -2)		

3	Bidder Experience (TECH B - 3(I) &(II))		
4	Comments and Suggestions (TECH B -4)		
5	Description of Approach, Methodology & Work Plan (TECHB -5)		

Undertaking:

1. *All the information has been submitted as per the prescribed format and procedure.*
2. *Each part has been separately bound with no loose sheets and each page of all the twoparts are page numbered, along with Index Page and the information uploaded in the tendersodisha.gov.in and hard copy are identical.*
3. *All pages of the proposal have been sealed and signed by the authorized representative of the bidder.*

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD
(On Bidders Letter head)

Bid Security Declaration Form

Date: _____ Tender No. _____

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am / We are in a breach of any obligation under the bid conditions, because I/We

- a) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.; or
- b) If the tenderer having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - (i) Fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/ our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration) Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on ____ day of _____ (insert date of signing) Corporate Seal (where appropriate)

NB: The proposals received beyond the last date and time will be rejected. The authority reserves the right to reject any/all proposals without assigning any reason thereof and the authority is not responsible for any sort of postal delay.

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

FORMAT FOR SUBMISSION OF PRE-BID QUERY

- The bidders will have to ensure that their queries in soft copy for the pre-bid meeting should reach to Director of Agriculture & Food Production, Odisha Department through email jdafarmseeds.dag@nic.in latest by **31.07.2024 up to 5.30 PM** as per the prescribed format only as mentioned below.

SI No	RFP Document (Section & Page Number)	Content of RFP requiring Clarification(s)	Clarification Requested

1. Any other form of submission will not be pertained.
2. The Client shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time as per the Instruction sheet of the RFP shall not be entertained by the Client.
3. The purpose of query clarification is to provide the bidders with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project.
4. The Client will endeavor to provide timely response to the queries by uploading in website. No individual response to be given. However, the client makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been proposed by the bidders.

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

PERFORMANCE BANK GUARANTEE FORMAT

To,
The Establishment Officer-IV
Directorate of Agriculture & Food Production, Odisha, Krushi Bhawan, Gopabandhu Marg,
Bhubaneswar-751001

WHEREAS..... (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract no..... dated to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid until the day of, 20.....
Our.....* branch at* (Name & Address of the* branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank.....)

Name and designation of the officer

Seal, name & address of the Bank & Branch

Annexure - V

UNDERTAKING

[On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding Ineligibility of the Bidder and non-blacklisting]

I/we, hereby undertake that, our company has not been blacklisted / debarred by any of the Central / State Government Ministry / Department/ Office or by any Public Sector Undertaking (PSUs)/ any Indian or International donor and I/we are not blacklisted by any authority during the recent past.

Yours sincerely,

Authorized Signature [In full and initials]:
Name and Designation of the Signatory:
Name of the Bidder and Address:

Annexure-VI

UNDERTAKING

[On the Bidder's Letter Head regarding not has any pending judicial proceedings for any criminal offences]

I, hereby undertake that there is no criminal case pending in any Court of Law against our company or against the Proprietor/Director/Persons to be deployed by our company.

I/we further certify that Proprietor/ Director/ Persons to be deployed by our company of my agency / Organization have not been convicted of any offence in any Court in India during the recent past. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely,

Authorized Signature [In full and initials]
Name and Designation of the Signatory:
Name of the Bidder and Address: