



Govt. of Bihar
Department of Agriculture
Directorate of Horticulture, Patna.
2nd Floor, Krishi Bhawan, Mithapur, Patna-800001,
Phone Fax: 0612-2547772, e-mail: dir-bhds-bih@nic.in
Website: horticulture.bihar.gov.in

NOTICE – INVITING SHORT E-TENDER

Through e-procurement mode only over (<https://eproc2.bihar.gov.in>)

Short E-Tender for Selection of Agency for the Operation and Maintenance of Plug Type Nursery at three locations viz., East Champaran, Jamui and Aurangabad district of Bihar in PPP mode

Directorate of Horticulture (DOH), Department of Agriculture, Govt. of Bihar invites online bids from reputed and experienced agencies/ companies/firms/organizations for the **operation and maintenance** of Plug Type Nursery in **PPP mode**. This e-tender is inviting for suitable proposal for operation and maintenance of Plug Type Nursery at three different locations of the state viz., East Champaran, Jamui & Aurangabad. The interested specialized agencies/ companies/firms/organizations, which are involved and having experience of designing, installation, executing, operation and maintenance of such projects, may only participate.

The filled e-tender for technical & financial bid should be uploaded on the website: eproc2.bihar.gov.in by the bidder, while EMD and Tender fee payment should be through online mode (NEFT/RTGS).

SN	Particulars	Details
1.	Start Date & Time for Downloading of Tender document	18.07.2025 (11:00 Hrs.)
2.	Date & Time of Pre-Bid Meeting	22.07.2025 (12:00 Hrs.)
3.	Last Date & Time for submission/uploading of Bids	04.08.2025 (15:00 Hrs.)
4.	Date and time of technical bid opening	04.08.2025 (16:00 Hrs.)
5.	Date and time of financial bid opening	To be intimated to technically successful bidder only
6.	Nodal officer/Contact person for queries	Dr. Rakesh Kumar, Deputy Director Horticulture Mobile No: 9031643052 Smt. Abha Kumari, Assistant Director Horticulture (General and Information): 9031643113

Director, Directorate of Horticulture, Agriculture Department, Patna reserves the right to revise/change/cancel the tender without assigning any reason thereof.

Director Horticulture
Directorate of Horticulture
Agriculture Department, Govt. of Bihar,
Patna

1. Disclaimer & Confidentiality

This RFP Document has been prepared by Directorate of Horticulture, Agriculture Department, Govt. of Bihar, Krishi Bhawan, Mithapur, Patna, herein after called DOH or “Authority” solely for the purpose of providing information to potential bidders. It is provided on a confidential basis and is not to be distributed or reproduced in whole or in part without the prior written consent of DOH. The information contained in this RFP document (the “RFP”) or subsequently provided to Bidder/Bidder(s), whether verbally or in documentary or any other form by or on behalf of DOH or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by DOH to prospective Bidder/s. The purpose of this RFP is to provide interested bidders with information that may be useful to them in preparing their proposal i.e. Eligibility/Technical Proposal, documents and Financial Proposal pursuant to this RFP. It is intended to be used as a guide only and does not constitute advice, including without limitation, investment or any other type of advice.

The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder 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 including annexure/attachments/amendments and obtain independent advice from appropriate sources.

DOH assume that any person who reads or uses this document is capable of evaluating the merits and risks of any investment or other decision with respect to a financial transaction, operation, its suitability and its financial, taxation, accounting and legal implications without any reliance on this document.

Bidders should not rely on any information contained in this document as a statement or representation of fact and must make their own enquiries to verify and satisfy themselves of all aspects of such information, including without limitation, any income, fee/rentals, dimensions, areas and permits. While the information in this document has been prepared in good faith and with due care, no representations or warranties are made (express or implied) as to the accuracy, currency, completeness, suitability or otherwise of such information. DOH, its advisors, officers, employees, subcontractors and agents shall not be liable to any person for any loss, liability, damage or expense arising directly or indirectly from or connected in any way with any use of or reliance on such information.

DOH accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. “DOH”, its employees and advisors make no representation or warranty and shall have no liability to any person, including any bidder or bidder under any law, statute, rules or regulations or 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, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding Process.

DOH also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any bidder upon the statements contained in this RFP.

DOH may in its absolute discretion at any time, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. DOH may also withdraw or cancel the RFP at any time without assigning any reasons thereof.

DOH reserves the right, without any obligation or liability, to accept or reject any or all applications, at any stage of the selection process, to cancel or modify the process or any part thereof, or to vary any or all the terms and conditions at any time, without assigning any reason whatsoever.

The selected agency/agencies for the operation and maintenance of Plug Type Nursery at three locations viz., East Champaran, Jamui and Aurangabad district of Bihar will be understood as “Operating Agency” for the assignment and Plug type nursery will be understood as “Facility”.

The issue of this RFP does not imply that DOH is bound to select any Bidder or to appoint the successful bidder as the operating agency for operating and managing the plug type nursery on lease basis. DOH reserves the right to reject all or any of the Bidder/s or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DOH or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and DOH shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

2. Factsheet:

SN	Particulars	Details
1.	Start Date & Time for Downloading of Tender document	18.07.2025 (11:00 Hrs.)
2	Date & Time of Pre-Bid Meeting	22.07.2025 (12:00 Hrs.)
3.	Last Date & Time for submission/uploading of Bid	04.08.2025 (15:00 Hrs.)
4.	Date and time of technical bid opening	04.08.2025 (16:00 Hrs.)
5.	Date and time of financial bid opening	To be intimated to technically successful bidder only
6.	Nodal officer/Contact person for queries	Dr. Rakesh Kumar, Deputy Director Horticulture Mobile No: 9031643052 Smt. Abha Kumari, Assistant Director Horticulture (General and Information): 9031643113
7.	Address for submission of proposal	https://eproc2.bihar.gov.in
8.	Bid Validity	120 days from date of bid submission
9.	Tender document fee	Rs. 2,500/- only through online mode
10.	Earnest Money Deposit (EMD)	EMD: Rs. 1,00,000/- only in form of online mode (NEFT/RTGS)

3. Eligibility Criteria/ Technical Qualification for Agency:

S N	Particulars		Details	Required Documents
i.	Registered Agency	:-	Bidders should be a Govt. organization/ Semi Govt. entity/ Private entity with experience in maintaining plug type nursery, Tissue culture lab, big nurseries (more than 1 ha), climate-controlled polyhouse and nurseries having annual	Certificate of Incorporation/ registration Certificate

			production potential of at least 5 lakh plants	
ii.	Agency's Office	:-	Should have its office/branch in Bihar and if not then they have to establish it after final selection.	<ul style="list-style-type: none"> • Rent agreement of registered office/ branch office of the bidder agency if the office is on rent • Ownership documents if the office is owned by the agency <p>The bidder agency who do not have office/ branch office in Bihar should submit a self- declaration that they will open their branch office within 30 days after final selection</p>
iii.	Agency's average annual turn over	:-	Not less than INR 50 Lakhs in last three financial years (2023-24, 2022-2023 and 2021-22)	<ul style="list-style-type: none"> • Copy of CA certified Audited balance sheet/ Audit report (With UDIN) to be attached as documentary proof • IT return of FY 2021-22, 2022-23 and 2023-24 to be attached as documentary proof.
iv.	Experience	:-	<ul style="list-style-type: none"> • Should have worked on minimum 2 assignments of value of at least 10 Lakh for each assignment of similar nature i.e. experience in maintaining plug type nursery, Tissue culture lab, big nurseries (more than 1 ha), climate-controlled polyhouse, COE producing planting materials/quality saplings/ or similar agriculture/ horticulture work from any Govt. Departments/ Agricultural universities/ ICAR institutes/private accredited nurseries by NHB or state government in Bihar or any other state of India 	<p>Attached supply order/ work order, invoice bill voucher and concerned payment proof as shown in bank statement -proof</p> <p>Note: all the three documents mentioned above should be attached in linear order. Payment proof must be highlighted and should match with invoice bill voucher.</p>
v.	Earnest Money Deposit	:-	<ul style="list-style-type: none"> • EMD of Rs. 1,00,000/- (One Lakh Rupees only) through online mode (NEFT/RTGS) will be mandatory for successful bidders. 	Submit filled annexure III(a)
vi.	Tender Document Cost	:-	Rs. 2500/- (Two Thousand Five Hundred only) through online mode	Submit filled annexure III(b)
vii.	Certification	:-	Organization should have desired ISO/BIS certifications	Attach ISO/ BIS certificate
viii.	Agency's Sale Tax	:-	Furnish copy of GST return	Submit documents of

			with GSTIN number of last three months of FY 2024-25 (October, November December)	<ul style="list-style-type: none"> • GST registration certificate and • GST return file of last three months of FY 2024-25 (October, November December)
ix.	Affidavit	:-	Not blacklisted	An affidavit of INR 500/- stamp paper from public notary shall be attached/ uploaded by the bidder- As per annexure IV
x.	PAN Card Details	:-	Provide the pan card details of the company/ firm/organization	PAN card
xi	SOP of seedlings production		Manual on Standard operation practice (SOP) for seedling production should be submitted by the Party/Firm/Company.	Standard operation practice (SOP) for seedling production

Note:

- Bidder should highlight payment details in the bank statement provided as proof for the payment.
- Applicants must carefully read the “Minimum Conditions of Eligibility” provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered. The applicants will be required to submit the documents as per the conditions of eligibility mentioned in tender.
- Submission of false information may cause rejection of bid.

4. Scope OF Work:

Directorate of Horticulture is planning to hire an agency for operation and maintenance of established "Plug Type Nursery at three locations viz., **East Champaran, Jamui and Aurangabad** district of Bihar. The interested specialized organizations/Firms/company which are involved and having experience of designing, installation, executing, operation and maintenance of such projects, may participate in the bid process.

The detailed scope of work for "Plug Type Nursery Operation and Maintenance" are described below:

- The operating agency will be expected to efficiently operate, maintain and manage the Plug type nursery facility for contract period. The operating agency shall be responsible for periodic repair and maintenance of the Plug type nursery infrastructure.
- The agency will ensure maximum capacity utilization of the plug type nursery.
- The capacity of **each plug type nursery of all three locations i.e. Jamui, Aurangabad and East Champaran is 40 lakh- 50 lakh seedlings annually.**
- Carry out all required/mandatory routine and periodic preventive & corrective maintenance of nursery facility and maintain all records such as Maintenance Reports/Sheets with all required details. Submit all such records as and when asked by Directorate of Horticulture.
- Ensure Standard Operation Practice (SOP) for seedling production and execute Good Market Practices and other standard practices for the operation, maintenance and management of the facility.
- In case of disruption or breakdown or accident, agency will have to take immediate all necessary measures to repair and rectify the defect in the facility to bring in normal operational conditions.
- Apply, coordinate and obtain various approvals/certifications and accreditations for the facility and production batches as required.
- The agency would be responsible for maximum utilization of the facility and sell of the planting materials

5. Evaluation of Bid

5.1 Prior to Evaluation

Prior to evaluation of Proposals, the DOH will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- I It is received in the specified format.
- II It is received by the due date including any extension thereof.
- III It contains all the information (complete in all respects) as requested in the RFP.
- IV It does not contain any conditions
- V It has paid Rs. 1,00,000/- (Rupees One Lakh Only) as Earnest Money Deposit (EMD), and tender document fee of Rs. 25,00/- (Rupees twenty-five hundred Only) through online mode (NEFT/RTGS).
- VI All pdf documents submitted online, must be named clearly as per the list given in the table. Lack of proper naming of the documents or incorrect naming may cause rejection of bid.

Note: -

- ✓ The proposal not found responsive to the requirements of the RFP, shall be rejected.
- ✓ The DOH reserves the right to verify the claims made by the bidder and to carry out the capacity assessment of the bidder and the DOH's decision shall be final in this regard.
- ✓ The DOH reserves the right to reject the financial bids in case of receipt of low bid.
- ✓ The DOH reserves the right to reduce the eligibility criteria or qualification marks for technical evaluation in case of receipt of less number of qualified bids and the DOH's decision shall be final in this regard.

5.2 Technical Evaluation

The Technical Proposals will be opened first and will be evaluated by the evaluation committee constituted at the society. The committee shall look into Eligibility criteria as per clause 3 and other Terms & conditions for evaluating the bids. Agencies who found eligible based on Eligibility criteria (Clause 3) and other term and conditions will be qualified for financial evaluation.

5.3 Financial Evaluation

- The technically qualified bidder quoting highest Rental amount for the first year of the lease would be the selected for awarding the contract as per scope of work mentioned in this document.
6. **Selection Method of Agency:** The agency quoted the highest lease rent amount will be selected for "operation and maintenance of plug type nursery".
 7. **Signing of Contract.** DOH shall enter into a contract with the successful bidder taking into account the relevant clauses of RFP, pre-bid clarifications, corrigendum, the proposal of the bidder in addition to other agreed clauses.
 8. **Contract duration:** DOH shall enter the contract with successful agency for the duration of 3 years. DOH may extend the contract/ agreement for another 2 years after satisfactory performance of the selected agency on the same terms and conditions. Any terms and conditions may be modified/added only after the mutual agreement of both parties.
 9. **Contract Award to Selected agency:** The technically qualified bidder quoting highest Rental amount for the first year of the lease would be the selected for awarding the contract as per scope of work mentioned in this document. The highest Rental amount quoted by the bidder for the first year would be applicable for next 2 years of contract till the contract duration of 3 years. In a case, DOH extend the contract/ agreement for another 2 years after satisfactory performance of the selected agency, the agency shall have to pay annual rental amount with 10% increment for another 2 years.

10. **EMD and Tender Document Fee:** EMD and tender document cost will be the part of Technical Proposal only. Tender document cost of INR 2500/ (Twenty-five hundred) and EMD of INR 1,00,000/- (One Lakh) through online mode NEFT/RTGS needs to be submitted on or before the opening of technical bids. Bid without tender documents cost and EMD will not be considered. EMD of the unsuccessful bidders will be refunded and will be retained of the technically successful bidder(s) till the submission of security deposit.

11. **Performance Security Deposit:** Selected Bidder must submit Performance Security in shape of Bank Guarantee of **Rs.5 lakh (Rupees five lakh only) to DOH**. Performance Security should be valid at least for a period of 3 months following the expiry of the Contract.

12. Terms and Conditions

12.1 Production and Sale of Seedlings:

- The selected agency shall be responsible for production and sale of seedlings.
- Any complain received by farmers regarding quality of seedling materials, shall be verified by authorized officials/ inspection committee for inspection. If the claim proven to be right, the contract with the agency may be terminated.

12.2 Terms and Conditions related to Scope of Work (SOW):

- The Operating Agency will be expected to efficiently operate, maintain and manage the Plug type nursery facility till the contract period. The Operating Agency shall be responsible for periodic repair and maintenance of the Plug type nursery infrastructure.
- The agency will ensure maximum capacity utilization of the plug type nursery.
- The capacity of each plug type nursery of all three locations i.e. Jamui, Aurangabad and East Champaran is 40 lakh- 50 lakh seedlings annually.
- The agency will carry out all required/mandatory routine and periodic preventive & corrective maintenance of nursery facility and maintain all records such as Maintenance Reports/Sheets with all required details. The agency will submit all such records to, Directorate of Horticulture, Agriculture Department, Govt. of Bihar as and when asked.
- Ensure Standard Operation Practice (SOP) for seedling production and execute Good Market Practices and other standard practices for the operation, maintenance and management of the Facility.
- In case of disruption or breakdown or accident, agency will have to take immediate all necessary measures to repair and rectify the defect in the facility to bring in normal operational conditions.
- Apply, coordinate and obtain various approvals/certifications and accreditations for the facility and production batches as required.
- The agency would be responsible for maximum utilization of the facility and sell of the planting materials

12.3 General Terms and Conditions

12.3.1 Joint Venture under this tender is not allowed.

12.3.2 Security deposit of the selected agency will be released after 24 months from the completion of the project.

12.3.3 All documents submitted by the bidder should be Self Attested and valid till the date of completion of the work/project.

12.3.4 Any conditional proposals will not be accepted.

12.3.5 DOH shall not have any liability towards the selected agency in case of incurring any loss of natural calamity or unforeseen conditions during the contracting period.

12.3.6 The department reserves the right to relax or waive any of the condition mentioned in this document as deemed necessary in the best interest of the Govt. and farmers and the objective of the scheme without assigning any reasons thereof.

- 12.3.7** If the agency does not have GST registration of Bihar, will have to get GST registration in Bihar after the selection.
- 12.3.8** The technical Proposal shall not include any financial information relating to the Financial Proposal.
- 12.3.9** Evaluation and selection process of the firm/company/organization will be governed by the guidelines of Bihar Financial Rules (2005) and its amendment.
- 12.3.10 Sub-Contracting:** The Operating Agency shall itself perform its obligations under this arrangement and shall not assign or transfer or sub-contract any of portion of work, its rights and obligations under this agreement to any third party.
- 12.3.11** In case of any dispute the decision of the Director Horticulture shall be final and binding upon all concerned parties as per mutual understanding among the party/firm/company and the Directorate of Horticulture, Bihar, Patna.
- 12.3.12 Notwithstanding anything contained in the e-tender, Director of Horticulture, Bihar, Patna, reserve the right to accept or reject any proposal and annul the selection process and reject all proposals at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons thereof.**
- 12.3.13** The Director of Horticulture, Bihar, Patna also reserves the right to reject any or all proposals if :
- a) At any time, a material misrepresentation is made or uncovered: or,
 - b) The bidders do not provide, within the specified time, the supplemental information sought by Director of Horticulture, Bihar, Patna, for evaluation of the proposals.
- 12.3.14** The offers which do not conform to the conditions laid down in the e-tender notice shall not be considered.
- 12.3.15** Further, in case of failure to execute the work by the party/firm/company/organization as per the order, the contract will be terminated, and the security money will be forfeited. The facility will be handed over to another firm and the charges will be at risk and cost of the previous firm.
- 12.3.16** The High Court at Patna shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the selection of firm/company/organization.
- 12.3.17** The Proposal should be valid for a period not less than ninety (120) days from the due date for receiving the proposal.
- 12.3.18** The Directorate of Horticulture, Government of Bihar (GoB), may, at its sole direction seek clarification from any bidder (firm/company/organization) regarding its proposals; such clarifications shall be provided by the bidders within the time specified by the Directorate of Horticulture, GoB, for this purpose. Any request for clarification (s) and all clarification (s) on response thereto shall be in writing. If a bidder does not provide clarification sought above within the specified time, their proposals shall be liable to be rejected.
- 12.3.19** The Operating Agency shall develop, implement and administer a surveillance and Safety Program for providing a safe environment at the Facility for its workers and shall follow and comply with these minimum Safety Standards mentioned herein below throughout the contract period and shall also provide additional safety measures as may be prudent and follow the relevant & ISO standards.
- 12.3.20** The safety audit of the operations at the facility may be conducted by the DOH/authorized representative of the DOH and by the Operating Agency in accordance with safety requirements.
- 12.3.21** Operating Agency shall take actions necessary for securing compliance with the general safety standards. In the event such action is not taken, the DOH is entitled to promptly take such safety measures as deemed necessary at the risk, cost and responsibility of the Operating Agency. Repeated failure by the Operating Agency to comply with safety requirements after adequate notice will be deemed to be an event of Default.
- 12.3.22** Expenditure on Safety Standards: All costs and expenses arising out of or relating to meeting the safety standards and all additional expenditure incurred for the safety of the site and operations hereto shall be borne by the operating Agency.

12.4 Use of the Facility

The Operating Agency shall not without prior written consent or approval of the DOH use the facility for any purpose other than for the purposes of operations, maintenance and management of the facility and for providing the services and purposes incidental thereto as permitted under this

RFP or as may otherwise be approved by the DOH. Once the Facility is handed over to the Operating Agency, the agency may overhaul the facility, replace parts of equipment's, and may add additional machinery/ equipments if required, at their cost, however prior written consent from Directorate of Horticulture is mandatory.

12.5 Lease Rent: Ensure deposit the quarterly Lease Rental Fee along with applicable taxes and levies to the DOH in advance (7 days before the next quarter starts). The Operating Agency will deposit the quarterly Lease Rental Fee along with applicable taxes and levies to the bank account details provided by Directorate of Horticulture, Department of Agriculture, Govt. of Bihar.

12.6 Rights and Title over the Facility

- The Operating Agency shall have rights to the use of the facility only in accordance with the provisions of lease agreement.
- The Facility is being granted to the Operating Agency purely on a lease basis for the specific purpose of operations, maintenance and management of the facility, which shall during the subsistence of this remain contract property fully controllable by the DOH Under no circumstances shall this contract create any interest of the Operating Agency in the property of any nature analogous to ownership, partial or full title.

11.7 Existing Structure and Surroundings of the Facility

The Operating Agency shall have to ensure that any activity of the agency in the facility during the contract Period does not cause any damage to existing surrounding structure, assets or people. The cost / compensation for any such damages caused by the Operating Agency directly / indirectly or due to negligence shall have to be borne by the operating agency.

11.8 Inspection

The DOH or any of its authorized representative (s) or committee on its behalf shall have the absolute right at its own discretion and intervals, as may be deemed fit, periodically inspect the facilities, status of operation, documents, quality check, statutory compliances, if any etc. The authorized representative shall make a report of such inspection (the "O&M Inspection Report") stating in reasonable detail the report. If any, issues related to safety & security and corrective measures or action taken there to and along with any other relevant issues or material or information, etc found, the authorized representative will send a copy thereof to the DOH and the Operating Agency, based on which remedial action may have to be initiated as and when necessary.

11.9 Service Delivery Standards

- Ensure and adopt industry best practices for operation of the facility and maintenance for all equipment(s) as per manufacturer's manual and warranties in a way that the condition of equipment(s) is not deteriorated beyond natural wear & tear during operation, maintenance and management of the facility as a whole.
- Remove promptly upon installation and according to Good Industry Practice, all waste materials, rubbish and other debris from the facility to always keep the site in a neat and clean condition.
- The Operating Agency will follow the hygienic practices at the Facility and will ensure cleanliness.
- Develop, implement and administer a surveillance and safety program for the plant and the users thereof and the operating agency's personnel engaged in the provision of any services including correction of safety violations & deficiencies and taking of all other actions necessary to provide a safe environment in accordance with applicable Laws and Good Industry Practice.
- Comply with safety standards as given and ensure safety and security of the facility during the Contract Period.
- Bear the cost of replacement and expenses incidental thereto for any loss/damage caused by any natural calamity or vandalism, theft and/or tempering of any asset at the Facility. Any loss to the Facility of any kind has to be reported to the Authority. The Operating Agency has to take up adequate insurance cover for the purpose whereby the insurance proceeds may be applied for meeting such replacement cost and expenses and shortfall, if any, shall be borne by the Agency.

- Operating Agency has to take care of all insurances, GST, statutory compliance to the employees, utility bills for electricity, water supply, waste management.
- Operating Agency has to take care all certification compliances of the Facility. All cost related to certification of the facility to be borne by Operating Agency.
- Any expenses towards repair, maintenance, operations and marketing of the facility shall be to the account of the Agency during the contract period. The Operating Agency can claim any manufacturer's guarantee / warranty as applicable for this purpose.
- Meet all the finances required for operation of the Facility including payment towards electricity charges and water charges etc for the utilities consumed by it at the Facility based on the invoices issued by the concerned utility authority company or agencies at actual in a timely manner and fees to the local authorities, municipal property or utility taxes and any other levies etc. as applicable.
- Meet all outgoings including any stamp duty (including stamp duty for registration of contract agreement), other duties, taxes, charges, levies, bills, penalties, etc. whatsoever during the subsistence of this contract shall be borne by Operating Agency.
- The Operating Agency shall have to ensure that any activity of the Operating Agency in the Facility during the contract period does not cause any damage to existing surrounding structure, assets or people. The cost / compensation for any such damages caused by the Operating Agency directly / indirectly or due to negligence shall have to be borne by the Operating Agency.
- Indemnify Authority against all the losses, injuries and any kind of damage to the Facility and all its assets caused due to negligence, omission and commission of its employees or their activities.
- The Authority shall stand fully indemnified by the Operating Agency in respect of any claim or liability arising in respect of the labor or any employee engaged by the Operating Agency, whether on account of wages or otherwise, including the labour or employees engaged through the contractor (s) of the Operating Agency even if such a claim or liability arises during or after the contract period.

11.10 Termination Clause

The DOH shall have the right to terminate the contract at any stage without giving any notice, in case DOH is satisfied that the Operating Agency has obtained the contract by indulging in fraud, cheating and submission of forged, false, fabricated, tampered and falsified documents etc. However, the contract or agreement can be terminated by both DOH and the Operating Agency by serving 90 days' notice on the other. In case the termination notice is served by the Operating Agency, It has to observe the standard operating procedure for a proper handover of infrastructure and other assets to DOH.

11.11 Governing Laws and Jurisdiction

The Contract shall be construed and interpreted in accordance with and governed by the laws of India and the Director Horticulture, Directorate of Horticulture, Government of Bihar shall have jurisdiction over all matters arising out of or relating to the Contract/Agreement.

11.12 Force Majeure

Force Majeure shall mean such an Event or Circumstance or combination of Events and Circumstances which are beyond the reasonable control of the Affected Party and which the affected party could not have prevented by Good Industry Practice or by the exercise of reasonable skills and care for the purpose of discharging its obligations under the Contract. The Force Majeure will tend to have material adverse effect on the performance of such affected party.

Following shall be the events and circumstances of Force Majeure:

Act of War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, revolution, riots, insurrection, civil commotion, act of terrorism, or sabotage. The expropriation or Compulsory acquisition or seizure of the assets of The Agency by any Governmental Instrumentality, provided that this clause shall not apply where such Act constitutes a remedy or

sanction lawfully exercised as a result of a breach by the Agency of any Indian law or Indian Directive but excluding any change in law.

Act of God epidemic, lightning earthquake, cyclone, whirlwind, flood, tempest, storm, drought, lack of water or other unusual or extreme adverse weather or environmental conditions, action of the elements, meteorites, fire or explosion to the extent generated from the source external to the Agency or his assets due to reasons other than, those caused by negligence of the Parties, chemical or radioactive contamination or ionizing radiation.

Procedure for Calling Force Majeure: The affected party shall notify to the other party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 24 hours (Twenty-Four hours) after the Affected Party knew, or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Contract.

The notice shall include full particulars of the nature of Force Majeure event, the effect it is likely to have on the Affected Party's performance of its obligations and the measures which the Affected Party is taking, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations. When the affected Party is able to resume performance of its obligations under this Contract, it shall promptly give the other party written notice to that effect provided that in no event shall the suspension of performance be of greater scope and of longer duration than is necessitated by Force Majeure.

The rights and obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure. DOH shall not be liable to make any payments to the Agency for it being affected on account of Force Majeure.

(Letter head of the bidder)

Name of Firm:

Address:

Phone No. /Mobile No.:

To,

The Director

Directorate of Horticulture

Agriculture Department, Govt. of Bihar

2nd floor, Krishi Bhawan,

Mithapur, Patna-800001

Sir,

Subject: TECHNICAL PROPOSAL for Selection of Agency for the operation and maintenance of Plug Type Nursery at three locations viz., East Champaran, Jamui and Aurangabad district of Bihar

I /We submit the **technical proposal** containing the following documents.

- 1. Authority Letter (Annexure I)**
- 2. Proposer/Bidder Information Sheet (Details of firm) (Annexure II)**
- 3. Details of Earnest Money through online mode (Annexure IIIA)**
- 4. Details of Tender document cost through online mode (Annexure IIIB)**
- 5. Submission of Affidavit (Annexure IV)**
- 6. GST Registration and GST return**
- 7. Photocopy of Income tax PAN Card**
- 8. Photocopy of ISO/BIS Certificates**
- 9. Experience proof as per Eligibility Criteria**
- 10. Audited Balance Sheet**
- 11. Any other documents (as per Tender)**

Further, it is certified that the information furnished in this Bid documents is true and correct to the best of my/our knowledge & belief. I/we fully understand terms and conditions mentioned above and undertake to abide by the terms & conditions and rules & regulations mentioned in the Bid document.

It is also certified that the proposer has not been blacklisted by any State Government/GOI/Union territory etc. in the last 3 years from the time of submission of tender bid for any item or by any reason and the owners or partners/ directors has never been legally prosecuted & in any legal dispute with any Union or State Government department.

Signature of Authorized Signatory

Name

Designation

Seal of the firm

Date :

(Letter head of the bidder)

AUTHORITY LETTER

M/s.

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

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

Signature of Authorized Signatory

Name

Designation

Seal of the firm

Dated.....

PROPOSER/BIDDER INFORMATION SHEET

General Information:

1. Name & Address of the firm:

Telephone No. :

2. (a) Sales Tax /G.S.T. Registration No. :

(b) Income Tax PAN No. :

Certified that above information is correct.

Signature of Authorized Signatory

Name

Designation

Seal of the firm

Dated.....

DETAILS OF EARNEST MONEY

Earnest money through online mode as per details below is enclosed for the purpose of bid for
.....

NEFT/RTGS.....

Name of the bank.....

Branch.....

Dated.....

Amount (In figures & words)

.....

Signature of Authorized Signatory

Name

Designation

Seal of the firm

Dated.....

DETAILS OF TENDER DOCUMENT COST

Bid document cost through online mode as per details below is enclosed for the purpose
.....

NEFT/RTGS.....

Name of the bank.....

Branch.....

Dated.....

Amount (In figures & words)

.....

Signature of Authorized Signatory

Name

Designation

Seal of the firm

Dated.....

Submission of Affidavit

(Through Notary Public on Non-Judicial stamp paper of Rs. 500.00)

1. Bidder is not under any declaration of ineligibility for corrupt and fraudulent practices issued by any State Government/GOI/ Union territory.
2. The Bidder has not been blacklisted by any State Government/GOI/Union territory etc. in the last 3 years from the time of submission of tender bid for any item or by any reason.

Financial Bid (BOQ) for Short e-Tender

for Selection of Agency for the operation and maintenance of Plug Type Nursery at three locations viz., East Champaran, Jamui and Aurangabad district of Bihar in PPP mode

Name of Firm:

Address:

Phone No. /Mobile No.:

To,

The Director

Directorate of Horticulture

Agriculture Department

2nd floor, Krishi Bhawan,

Mithapur, Patna-800001

Sir,

Subject: Rate quoted for the Short e-Tender for Selection of Agency for the operation and maintenance of Plug Type Nursery at three locations (East Champaran, Jamui & Aurangabad) of Bihar in PPP mode is as following: -

**Financial Short E-Tender Performa
(Online submission)**

Location	Amount of Rent to be paid to DOH in INR for the 1st year-inclusive of applicable taxes both in figures and word	
	In Figures (inclusive of all taxes)	In words (inclusive of all taxes)
Plug type nursery- East Champaran		
Plug type nursery- Jamui		
Plug type nursery- Aurangabad		

Note:

- The technically qualified bidder quoting highest Rental amount for the first year of the lease would be the selected for awarding the contract as per scope of work mentioned in this document. The highest Rental amount quoted by the bidder for the first year would be applicable for next 2 years of contract till the contract duration of 3 years.
- In a case, DOH extend the contract/ agreement for another 2 years after satisfactory performance of the selected agency, the agency shall have to pay annual rental amount with 10% increment for another 2 years.
- The financial committee may cancel the bids, if financial quote found of the bidders were found lower than expected / standard rate. **The bidders will not quote less than INR 4,00,000 (Four Lakh Rupees only) annual rent** for this facility.
- **Price quoted is inclusive of all Taxes/Duties like Sales Tax/ VAT/GSTIN, excise duty, Inspection charges etc., if any. The prices should be quoted in Indian Rupees only**, both in figures and words in such a way that interpolation is not possible, and all over-writings should be strictly avoided or rewritten and correction should be duly attested prior to the submission of proposal. **Only one price should be quoted for above mentioned particulars. Multiple prices for above mentioned particulars will not be entertained.**

Signature of Authorized Signatory
Name
Designation