



**Jharkhand State Minor Forest Produce Cooperative Development and
Marketing Federation Ltd.
(JHAMFCOFED)**



(Govt. of Jharkhand Undertaking)

4th Floor, Pashupalan-Sahkarita Bhawan, Hatia, Ranchi- 834003, Jharkhand

Email I.D.:- mdjhamfcofed@gmail.com

Web Site: - www.jhamfcofed.com

**Expression Of Interest (EOI) for
Empanelment of Service Providers
of e- Auction Portal Platforms for
Sale of Minor Forest Produce/Processed Products /
Value - added Products of JHAMFCOFED**

NOTICE INVITING APPLICATIONS

1. **Jharkhand State Minor Forest Produce Cooperative Development and Marketing Federation Ltd. (JHAMFCOFED)** invites applications in prescribed format for empanelment of e- auction service providers for utilizing e- auction portal platforms of empanelled service providers for sale of Minor Forest Produce (MFPs) / Processed /Value added products as informed by JHAMFCOFED from time to time meeting the conditions as stipulated in this EOI Document.
2. EOI document can be downloaded from JHAMFCOFED's website / Collected from JHAMFCOFED's office (4th Floor, Pashupalan - Sahkarita Bhawan, Hatia, Ranchi- 834003) on working days before the last date mentioned in this EOI document .
3. It is open empanelment process of Service Providers for e-auction services.
4. JHAMFCOFED reserves the right to amend the EOI at any stage of the empanelment process.
5. JHAMFCOFED reserves the right to accept or reject any or all applications and/ or to cancel the EOI at any stage without assigning any reason/notice whatsoever.
6. JHAMFCOFED shall not be responsible for non-accessibility of website due to technical glitches or internet connectivity issues etc.

NOTICE

1. The information contained in this EOI document or subsequently provided to Applicant, whether verbally or in documentary or any other form by or on behalf of the JHAMFCOFED or any of its employees or Advisors, is provided to Applicant on the terms and conditions set out in this EOI document and such other terms and conditions subject to which such information is provided. This information is on a wide range of matters, some of which depends 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. JHAMFCOFED accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
2. This EOI document is not an agreement with the prospective applicants or any other person. This EOI document includes statements, which reflect various assumptions and assessments arrived at by the JHAMFCOFED in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This EOI document may not be appropriate for all persons, and it is not possible for JHAMFCOFED, its employees or advisors to consider the objectives, technical expertise and particular needs of each party who reads or uses this EOI document. The assumptions, assessments, statements and information contained in this EOI document, 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 and information contained in this EOI document and obtain independent advice from appropriate sources.
3. The JHAMFCOFED, 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 EOI document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the EOI document and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI document or arising in any way in this empanelment process.
4. The JHAMFCOFED 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 EOI document.
5. JHAMFCOFED may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this EOI document.
6. The issue of this EOI document does not imply that the JHAMFCOFED is bound to select any applicant or to appoint the selected applicants as the case may be, for the assignment and JHAMFCOFED reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
7. The Applicant shall bear all its cost associated with or relating to preparation and submission of its

Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by JHAMFCOFED, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the applicant and JHAMFCOFED shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation / submission of the Proposal, regardless of the conduct or outcome of the empanelment Process.

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OFFER LETTER FROM THE APPLICANT

From

(Full Name of the Service Provider firm) _____ Address _____

_____ Phone No. _____

Fax _____ Email id _____

Website _____

To,

The Managing Director
JHAMFCOFED, Ltd. Ranchi

Dear Sir,

With reference to your EOI No. _____ dated . _____ have been examined and understood the instructions, terms and conditions forming part of the empanelment, I/we submit the application for empanelment of service provider for e-auction of Minor Forest Produce as informed by JHAMFCOFED from time to time.

2. I/We have thoroughly examined and understood all the terms & conditions as contained in the complete set of application document, duly signed and enclosed herewith and I/We agree to abide by them. We further confirm that the application is in conformity with the terms and conditions as mentioned in the EOI document. We also understand that the JHAMFCOFED is not bound to accept the offer either in part or in full and that JHAMFCOFED has right to reject the offer in full or in part without assigning any reasons whatsoever.
3. I/We agree to keep the offer open for acceptance up to and inclusive of 60 days from the date of opening and to the extension of the said date by another 30 days in case it is so decided by JHAMFCOFED. I/We shall be bound by communication of acceptance of the offer dispatched by JHAMFCOFED within the time. I/we also agree that if the date up to which the offer would remain open is declared a holiday for JHAMFCOFED, the offer will remain open for acceptance till the next working day.
4. I/We do hereby declare that the Service Provider on whose behalf this EOI is submitted has not been blacklisted or otherwise debarred by JHAMFCOFED or Central/State Govt. or any Central/ State PSU /Statutory Corporations for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions.(*)

OR

I/We hereby declare that the Service Provider on whose behalf this Application is submitted was blacklisted/debarred by _____ (here give the name of the

Department/Agency) for a period of _____, which period has expired on _____ . (Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given)(*)

(*) (Strike out whatever is not applicable)

- 5. I/We hereby declare that my Company is not blacklisted by GST authorities.
- 6. I/We hereby declare that the contract entered into by the Service Provider with JHAMFCOFED or Central/State Govt. or any central/ State PSU /Statutory Corporations has not been terminated before the expiry of the contract period for breach of any terms and conditions at any point of time during the preceding five years.
- 7. I/We declare that at no point of time, the Govt./Regulator has reported any default or violation of any Rules/Regulations/Guidelines in respect of the services offered by the Service Provider.
- 8. I/We hereby declare that the Service Provider, Directors/ Partners have not been, at any time, convicted by any court for any offence and sentenced to imprisonment for a period of three years or more.
- 9. I/We hereby declare that I/We have not incorporated any condition(s) in the EOI and we have not made any deviation(s) or changes to the prescribed EOI document.
- 10. I/We certify that all information furnished by the Service Provider is true & correct and in the event that the information is found to be incorrect/untrue, the JHAMFCOFED shall have the right to disqualify the Service Provider without giving any notice or reason thereof and/or summarily terminate the contract and/or blacklist the organization for a minimum period of five years without prejudice to any other rights that the JHAMFCOFED may have under the Contract and Law.

Expression Of Interest (EOI) document for empanelment of service providers of e- auction portal platforms for sale of Minor Forest Produce (MFPs) / Processed / Value added products as informed by JHAMFCOFED from time to time.

1 Introduction

- Jharkhand State Minor Forest Produce Co-operative Development and Marketing Federation Limited "JHAMFCOFED" is the apex federation under Agriculture, Animal Husbandry and Co-operative Dept. (Govt. Of Jharkhand).
- Established in 2007 under Jharkhand State Co-operative Societies Act 1935 for Procurement, Processing, Marketing and Value addition of MFPs (Minor Forest Produce) in the state of Jharkhand.
- Except Lac and Tendu Leaves JHAMFCOFED is mandated to work on all MFPs in the state like – Tamarind, Chironji, Mahua, Karanj, Kusum, Honey, Sal etc.
- It's shares are held by primary co-operative societies and the govt. of Jharkhand. The federation has 200 + primary co-operative societies /LAMPS/PACS/Special Societies and 80 + SHGs as its members .
- We support about 25,000 tribal families directly and Over 1 Lac MFP Collectors indirectly through our schemes.
- For the benefit of our beneficiaries who are mostly Tribal members of affiliated Co-operative Societies/SHGs, we also run the MSP for MFP scheme of Govt. of India to ensure Minimum Support Price for MFP collectors/farmers.
- JHARKHAND is one of the leading states in MFP production, there is immense potential for processing of MFPs in the state. Hence shifting our focus from just being a trader of MFPs JHAMFCOFED has started a drive for MFP Processing , Value addition and Development of consumer products/value added products from Minor Forest Produce in the state.
- These MFPs (Minor Forest Produce) are procured and processed by our affilited Co-operative societies /SHGs and marketed by JHAMFCOFED.
- JHAMFCOFED is committed for Economic and Social upliftment of Tribal MFP collectors through vast Non Timber Forest resources available in the state of Jharkhand.

2. Objective of the EOI

For empanelment of service providers, this EOI document invites proposals from eligible e- Auction / e-market place service providers. Through this EOI, JHAMFCOFED may select a panel of e-auction/e-market place service providers received through this EOI from technically qualified proposals. The applications are therefore being invited from prospective Service Providers for carrying out such e-auction on behalf of JHAMFCOFED.

3. Details:

S.N.	Particulars	Details
1	Date of publication of EOI advertisement	24.06.2023
2	EOI document Download / Collection from JHAMFCOFED Office and Submission	From 26.06.2023 – 10.07.2023 (offline applications can be collected / submitted on all working days during office hours before the last date.)
3	Last Date for receipt of application (duly filled with all required documents)	10.07.2023 till 5.00 PM
4	Mode of submission of Application	Duly filled up EOI application has to be submitted directly to JHAMFCOFED office at the below mentioned address or through Speed Post / Registered Post
5	Address for EOI application submission	JHAMFCOFED - 4 th Floor, Pashupalan – Sahkarita Bhawan, Hesag, Hatia, Ranchi – 834003, Jharkhand
	Contact -	Office – 06513510563 / Chandra Shekhar Tiwary (Marketing Manager) – 8825331461 / Sudhir Kumar Mandal (Procurement Manager) - 7992435581
	E- mail	mdjhamfcofed@gmail.com , jhamfcofed@gmail.com

4. Definitions

In the EOI Document, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

- i. **‘Service Provider/Applicant’** shall mean any Service Provider participating in the Empanelment and shall include its legal representatives and successors.
- ii. **Operational turnover** shall mean the value of the transaction in shape of purchase and sale including auction carried out through e-platform by the service provider.
- iii. **‘Discrepancy’** – In the event of any discrepancy in words and figures, the description in words shall prevail.
- iv. **‘Rupees’** and INR shall mean the lawful currency of India.
- v. **‘Singular & Plural’** words imparting the singular and plural meanings also mean the plural and singular where the context so requires.

- vi. 'e-auction' shall mean the scope of services /work required to be executed by the Service Provider in accordance with this EOI document.
- vii. 'Event', shall mean and include each e- auction process floated by JHAMFCOFED and undertaken by Service Provider irrespective of the number of simultaneous physical locations offering stocks and regardless of quantity.
- viii. "Purchaser/buyer/participant/bidder/Trader" would mean any Company/Firm/LLP participating in e-auction to be conducted by Service Provider on behalf of JHAMFCOFED.
- ix. "Year(s)" wherever not specified would mean Financial Year.

5. Minimum Eligibility Criteria for Service Provider

The selection of e portal service provider would be subject to fulfillment of eligibility conditions.

The following are the minimum eligibility criteria, which the service provider should have:-

- a) The prospective service provider shall have own electronic platform with e- auction/e-Tendering facility and having capability of undertaking the complete scope of work and roles and responsibilities meant for the service provider as detailed in the EOI Document. The party should have all the necessary registration/license to operate and conduct its business in Jharkhand related to providing e-auction services.
- b) The party should have experience of managing e-auction of Minor Forest Produce (MFPs) , Processed / Value- added forms of MFPs other agricultural commodities or products.
- c) The service provider must comply with latest amended Indian IT Act 2000, relevant CVC guidelines and STQC Guidelines. Certificate from an independent auditor shall be provided for the same.
- d) Preference will be give to service providers certified with STQC which shall be renewed timely to maintain validity of the same throughout the period of empanelment.
- e) The service provider must be legally registered legal entity i.e. Company/Firm/LLP etc.
- f) The operational turnover in Agri-business / MFP business of the Service Provider from e- auction/e-Tendering should be more than Rs. 2.00 crore in any one of the preceding three financial years. Which should be duly certified by the Auditor/a firm of Chartered Accountants?
- g) The service provider should have its offices and administrative set up in Jharkhand.
- h) The service provider should have an MFP /agri products buyer base across India with minimum 100 buyers registered. The party should enroll at least 100 additional buyers of above mentioned commodities in three months from date of empanelment.
- i) The E portal should have conducted valid KYC of their members. E portal should have adequate risk mitigation measures.

6. Scope of work

1) The scope of work under this e-EOI relates to conducting of e-auction of Minor Forest Produce , Processed / Value – added products, and any other agricultural commodity informed by JHAMFCOFED from time to time by the selected Service Provider which shall consist of following main activities and activities allied and incidental thereto:

a) Pre- Auction Task

- i. Vendor/Buyer registration
- ii. Uploading of Auction RFP on its website;
- iii. Providing information of market rates and trends daily/weekly/ monthly/commodity wise research report, as and in the format asked by JHAMFCOFED or principal agencies or Govt. of Jharkhand.
- iv. Schedule Auctions
- v. Intimate Vendors/buyers regarding Auction Schedule & RFP via email /text / any other communication mode for each Auction day.

b) Conducting Auctions as advised by JHAMFCOFED.

c) Management of EMD through digital Auto EMD management system

d) Post-Auction Task

- i. Setting up of a dedicated JHAMFCOFED EMD management / Wallet management system linked to a separate bank account of JHAMFCOFED.
- ii. Share the auction summary to JHAMFCOFED.
- iii. Declare results based on confirmations received from JHAMFCOFED.
- iv. Release the blocked EMD of the unsuccessful bidders through Automatic EMD management system.
- v. Ensure timely deposition of trade values by successful bidders as per RFP terms and condition.
- vi. Inform JHAMFCOFED about Vendor/buyers defaults in fulfillment of trade related obligations and transfer the EMD of defaulting Buyers to JHAMFCOFED;
- vii. Release of EMD of successful bidders as per instructions received from JHAMFCOFED.
- viii. Risk Management.
- ix. Service Provider will provide historical auction data in table/graphical/analytical form as and when required by JHAMFCOFED.

e) Other Scope of work

- i. Each e- auction event shall be a separate event to be supported by the proposed e-auction system.
- ii. On-line advertisement of e-auction, including e-mail & SMS alerts to buyers

- iii. Cross checking of details of EMD / Sale proceeds deposited by the prospective buyers.
 - iv. Forwarding the list of successful Bidders in a particular e-auction to JHAMFCOFED.
 - v. Maintenance of Party wise ledger.
 - vi. Any other work assigned/instructions issued by the JHAMFCOFED or its nominated / assigned agency from time to time for smooth conduct of e-auctioning
 - vii. The service provider shall continue to enroll prospective buyers with a view to broaden the customer base and ensure larger participation in the auction process.
- f) The empanelled party shall adhere to the standard operating procedure as prescribed by JHAMFCOFED from time to time.
 - g) The party should be having provision to integrate the e-action portal with Portal identified / developed by JHAMFCOFED.
- 2) There shall be no guarantee regarding the number of e-auction events to be conducted by JHAMFCOFED or its nominated / assigned agency during the currency of contract. During the currency of the contract, JHAMFCOFED reserves the right to conduct sale of Minor Forest Produce, Processed / Value- added products or any agricultural commodity informed by JHAMFCOFED from time to time through any other mode in addition to e-Auction, without taking the services of the Service Provider and, in these cases, the Service Provider shall have no claim for any losses or damages whatsoever against JHAMFCOFED or its nominated/ assigned agency.
- 3) JHAMFCOFED reserves the right to determine the number of empanelled agencies conducting e-auction at any given point of time, based on turnover volume, efficiency of operations or any other factors as determined by JHAMFCOFED.

7. Period of engagement of the Service Provider

The engagement of the service provider will be for a period of two years from the date of agreement, which may be mutually extended on the same terms and conditions subject to satisfaction of JHAMFCOFED. In the event of extension of the period, the Performance Bank guarantee submitted by the service provider would be renewed for the extended period and six months thereafter.

8. Information on the assignment

Service Provider is advised to acquaint himself fully about the assignment before submitting the Application. Service Provider should submit their respective application after ascertaining the complete details of the assignment from JHAMFCOFED, applicable Laws and Regulations or any other matter considered relevant by them.

9. Language & validity period of EOI

Application shall be submitted in English only. EOIs shall remain valid for acceptance up to 60

days from the date of opening of applications. However, the Application validity period can be extended by another 30 days at the sole discretion of JHAMFCOFED, which shall be binding on Service Provider. Offers of any Service Provider not kept open for the prescribed period shall be summarily rejected .

10. Disqualification conditions

- a) Service Provider who has been blacklisted or otherwise debarred by JHAMFCOFED or Central/State Govt. or any Central PSU/State PSU/Statutory Corporations, will be ineligible to submit their application during the period of such blacklisting/debarment.
- b) If the any of the Partners of the Service Provider Firm/LLP any of the Directors of the Service Provider company have been at any time, convicted by any Court for any offence and sentenced to imprisonment for a period of three year or more, such Service Provider will not be eligible.
- c) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a Partner, Member in another Firm, Partners of LLP or as a Director of a Company etc.) will render the EOI disqualified.
- d) Service provider who is blacklisted by the GST authorities will be ineligible to participate in the Empanelment during the period of such black listing.

11. Signing of EOIs

- a) The authorized signatory shall possess Authority Letter for submission of EOI documents. The authorized signatory signing the application shall state in what capacity he/she is/they are, signing the application, e.g., Director/Partner having authority to bind all the partners in all matters pertaining to the contract. In case of limited Company/LLP/Firm, the names of all the Directors/ Partner shall be mentioned, and a copy of the Resolution passed by the Company/LLP/Firm authorizing the person signing the EOI to do so on behalf of the company/LLP/Firm shall be produced along with a copy of the Deed/Memorandum of the LLP/Company/Firm and Articles of Association of the Company/LLP/Firm.
- b) The authorized signatory signing the application, or any documents forming part of the application, on behalf of another, or on behalf of a firm shall be responsible to submit a proper Authority letter in his favour, stating that he has authority to bind such other person, or the firm, as the case may be, in all matters, pertaining to the Contract. If the authorized person so signing the application fails to provide the said Authority letter his application shall be summarily rejected without prejudice to any other right of the JHAMFCOFED under the law.
- c) The authority letter should be signed by all the partners in case of a partnership concern and by the person who by his signature can bind the company/LLP/Firm in the case of a limited company/LLP./Firm The Authority letter duly signed should be provided along with the application.

12. Documents Comprising the EOI

The EOI shall comprise of all its Annexures, Appendices and all supporting documents and attachments. The application complete in all respect including all attachments, annexures and appendices as prescribed in this EOI Document shall be provided by the authorized signatory as stipulated in the EOI. The filled and signed Appendices are to be enclosed along with the application.

13. Submission of Application

- a) The application shall be submitted in hard copy of EOI document duly signed by the Authorized Signatory with self-attested copies of the supporting documents at the above mentioned address. No opportunity shall be given to Service Provider to alter, modify or withdraw any offer at any stage after submission of the application.
- b) A Service Provider can submit only one application. If a Service Provider submits more than one application, all such applications shall be rejected summarily.
- c) The Service Provider shall not incorporate any condition in the application as conditional, which are not submitted strictly in accordance with the EOI terms shall be rejected.
- d) While preparing the application, Service Provider is expected to provide correct and relevant information. If at any stage it is found that the information supplied by the Service Provider is incorrect /forged, JHAMFCOFED reserves the right to initiate appropriate legal proceedings including Termination of the contract.
- e) The Application shall include the following:-
 - i. EOI document duly stamped, signed as a token of Acceptance of all terms and conditions of the EOI.
 - ii. Self-certified Certificate of incorporation.
 - iii. Audited Balance Sheet of three years as mentioned above.
 - iv. Copy of STQC Certificate.
 - v. Certificate from Chartered Accountant of the experience of managing auction (e-auction only) of Minor Forest Produce / agricultural Commodities.
 - vi. Addresses of branch office in Jharkhand along with name of contact person.
 - vii. Self-certification by applicant that they have conducted valid KYC of their members registered as buyers and has adequate risk mitigation measures.
 - viii. Self-certification by applicant that they have minimum 100 buyers registered across India of MFP / Agri commodities.
 - ix. In case of partnership firm, scanned copy of original or an attested copy of the registered partnership deed.
 - x. In case of limited company/LLP, the names of all the Directors shall be mentioned, and a copy of the Resolution passed by the Company/LLP authorizing the person signing the application to do so on behalf of the company/LLP shall be submitted.

- xi. Hard copy of all other relevant documents in support of eligibility criteria.
- xii. An integrity pact will be duly signed and stamped, if applicable.
- f) All supporting documents have to be submitted along with the application.
- g) Applications which do not comply with these instructions shall be summarily rejected.
- h) The Service Provider shall bear all costs associated with the preparation and submission of its Application. JHAMFCOFED will in no case be responsible or liable for these costs, regardless of outcome of the empanelment process.
- i) The JHAMFCOFED is not responsible for submission of incomplete application for empanelment.
- j) Service providers are requested to read the terms and conditions carefully before the submission of application.
- k) Any attempt by Service Provider to change the format of any appendix of EOI document while submitting his application liable for cancellation and his subsequent blacklisting.
- l) EOI document not accompanied by all the Schedules/Annexures intact and duly filled in and signed shall be rejected.
- m) The JHAMFCOFED shall not be liable for any omission, mistake or error on the part of the Service Provider in submitting the Application.

14. Clarification on Offers:

To assist in the scrutiny, evaluation and comparison of applications, JHAMFCOFED may, at its discretion, seek from any or all Service Provider clarification(s) in respect of any particulars furnished in their offer. The request for such clarifications and the response will be in writing. If deemed necessary, the Service Provider may be required to give a presentation on the proposed solution offered.

15. Technical Inspection and Performance Evaluation:

JHAMFCOFED reserves the right to carry out a technical inspection and performance evaluation of the system offered by the participating prospective Service Provider.

16. Verification

JHAMFCOFED reserves the right to verify any or all statements made by the Service Provider in the application by referring to the third parties and to inspect the Service Provider's facilities to satisfy itself about the Service Provider's capacity to perform the job.

17. Opening and evaluation of Applications:

The applications will be opened by JHAMFCOFED as per schedule to be intimated later through email / phone. The Service Provider will be at liberty to be present either in person or through an authorized

representative at the time of opening of applications.

The evaluation will be carried out on the basis of the prescribed EOI terms and conditions. It will be the responsibility of the appointed Service Provider to customize the system as per requirement of JHAMFCOFED.

18. Subletting the assignment:

The Service Provider shall not sublet, transfer or assign the contract or any part thereof without prior written permission of JHAMFCOFED.

19. Award of Contract

The contract shall be awarded to the applicants meeting the required criteria through the issuance of acceptance letter by JHAMFCOFED by post/e-mail/hand delivery under acknowledgment and the Concerned Service Providers shall immediately act upon such acceptance letter received by them. Acceptance conveyed by the JHAMFCOFED will constitute the contract between the service provider and the JHAMFCOFED.

A service Level Agreement will be executed post award of work. The Contract shall come into effect from the date of agreement with JHAMFCOFED or such later date as may be specified in the agreement.

20. Security Deposit

If required the service provider (s) will have to furnish security deposit post empanelment as decided by JHAMFCOFED before signing the agreement of contract.

21. Completeness of the contract

The contract shall be deemed as incomplete if any event is not completed within the stipulated time period or the event is not successfully completed in the manner as specified by JHAMFCOFED or if any act/event/incident takes place which is attributable to Service Provider(s), which results in delay/incompletion of an event or which results in a financial, reputational or other losses to the JHAMFCOFED.

22. Termination

- (a) There would be a regular review of the performance of Service Providers in the panel by JHAMFCOFED.
- (b) In the event of the Service Provider having been adjudged insolvent or going into liquidation or winding up his business or making arrangements with his creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the JHAMFCOFED shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and law and to get the work done for the unexpired period of the contract under risk & cost and to claim from the service Provider any resultant loss sustained or costs incurred by the JHAMFCOFED.

- (c) JHAMFCOFED shall also have without prejudice to other rights and remedies, the right, in the event of breach by the Service Provider of any of the terms and conditions of the contract to terminate the contract and/ or forfeit the security deposit or any part thereof and/or invoke the Bank guarantee for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the JHAMFCOFED due to the Service Provider(s)'s negligence or deficiency or unwork-man like performance of any of the services under the contract. The Service Provider shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the JHAMFCOFED shall be final and binding on the Service Provider.
- (d) JHAMFCOFED reserves the right to terminate the contract at any time by giving one month's notice in writing to the Service Provider if the policy guidelines, on which the contract is dependent, are modified or the existing policy of using electronic platform/Spot Exchanges for e-Auction is discontinued, in which event no fee, costs, expenses, damages etc. shall be payable.
- (e) If at any time during the contract, it comes to the notice of JHAMFCOFED that the State Govt/ Regulator has reported any default or violation of any Rules/Regulations/Guidelines in respect of the services offered by the Service Provider, JHAMFCOFED reserves the right to summarily terminate the contract.
- (f) JHAMFCOFED reserves the right to forthwith cancel any supplies under this contract if Service Provider is blacklisted by the GST authorities.
- (g) Service Provider provides undertaking to conduct the business on their portal in a fair & transparent manner. JHAMFCOFED at any stage reserves the right to suspend or terminate the contract without sending any prior notice to that effect.

23. Indemnity

The Service Provider shall indemnify JHAMFCOFED and keep indemnified against any loss or damage, claims, compensation, penalty, fine, levies, etc. on account of slackness, deficiency, failure to observe any obligations under the contract, failure to comply with statutory/ mandatory provisions pertaining to the contract by the Service Provider in respect of the services provided etc., whatsoever.

24. Confidentiality

The Service Provider and its employees shall undertake to maintain absolute Confidentiality and shall not divulge in any way any information relating to the conversations, events, ideas, concepts, know-how, techniques, data, facts, figures and all information concerning or relating to JHAMFCOFED and its affairs to which the Service Provider / their employees etc have access, in the course of performance of the contract.

25. Force majeure

A Force Majeure means –any event or circumstance or a combination of events which are beyond the reasonable control of the affected Service provider, which such Service provider could not have prevented or reasonably overcome with the exercise of reasonable skill and care in relation to the

implementation of this Agreement, which do not result from the negligence of such Service provider or the failure of such Service provider to perform its obligations hereunder which are of an incapacitating nature and of a severe magnitude and have a material adverse effect on the affected Service provider's obligations under this Contract. A Service provider shall be entitled to suspend or excuse performance of its respective obligations under this contract to the extent such performance is impeded by a Force Majeure event.

26. Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered by post/e-mail/hand delivery under acknowledgment to an authorized representative of the respective Parties. However, where such communication is by way of e-mail, the same shall be only from the official E-Mail ID(s) followed by written confirmation duly signed by authorized signatory.

27. Applicable Law Jurisdiction and Dispute Resolution:

- 1. All or any disputes arising out or touching upon or in relation to the terms of this EOI document and process thereof including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration at the court of Registrar Co-operative Societies, Jharkhand, Ranchi.
- 2. Nothing contained in this clause shall prevent JHAMFCOFED from seeking interim injunctive relief against the intending service providers in the courts having jurisdiction over the parties.

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ANNEXURE- I

Application Form

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sl. No.	Item	Details
1	Name of Organisation	
2	Date of Incorporation	
3	Incorporated Address	
4	Postal Mailing Address	
5	Name, designation, Tel, Mobile, official e-mail of Authorised signatory	
6	Income Tax PAN No.	
7	Goods and Services Tax registration Number	
8	Whether using own product/services or is a licensee	
9	Details of Server location; whether owned or leased	
10	Details of Data recovery site location; whether owned or leased	
11	Brief Description of support service facilities (Add additional sheet, if required)	

We have carefully gone through the terms and conditions of the EOI documents and hereby agree to abide by the same for the fulfillment of the contract and have satisfied ourselves regarding quality etc.

Name: _____ Designation: _____

Signature of the bidder & Seal of the Co. : _____ Place: _____

Date: _____