



## REQUEST FOR PROPOSAL OF CONSULTANT TO ESTABLISH A PROGRAMME MANAGEMENT UNIT (PMU)

Department of Agriculture, Animal Husbandry & Co-operative invites Technical and Financial Proposals from consultants of national and international repute to support the Government of Jharkhand for Providing consultancy and advisory services in setting up a Program Management Unit (PMU) in the Department.

The detailed RFP document containing the background information, eligibility criteria and detailed procedure for submission of proposal can be downloaded from the website <http://www.jharkhand.gov.in> till 5<sup>th</sup> July, 2017 between 1000 hours to 1700 hours on all working days. The last Date for Submission of Proposal is 11-07-2017 till 1600 hours. The pre bid meeting will be held on 29<sup>th</sup> June, 2017 at 12.00 PM. For further details please visit on above mentioned website.

*Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand reserves the right to accept or reject any application and to annul the process at any time, without any liability and assigning any reason thereof*

sd/-

**Special Secretary,**  
Department of Agriculture, Animal Husbandry  
& co-operative,  
Government of Jharkhand,  
Ground Floor, Nepal House, Doranda  
Ranchi – 834002, Jharkhand, India



झारखण्ड सरकार

**GOVT. OF JHARKHAND  
DEPARTMENT OF AGRICULTURE,  
ANIMAL HUSBANDRY & COOPERATIVE**

**REQUEST FOR PROPOSAL OF CONSULTANT TO ESTABLISH A  
PROGRAMME MANAGEMENT UNIT (PMU)**

1	Tender Title	:	Request for Proposal of Consultant for Establish A Programme Management Unit (PMU)
2	Name of the advertiser	:	Special Secretary, Department of Agriculture, Animal Husbandry & Cooperative, Govt. of Jharkhand
3	Pre- Bid meeting	:	29 <sup>th</sup> June, 2017 at 12:00 pm in the chamber of Secretary, Department of Agriculture, Animal Husbandry & Cooperative, Govt. of Jharkhand, 1 <sup>st</sup> Floor, Nepal House, Doranda, Ranchi - 834002
4	Date & time of receipt of Tender Document	:	11 <sup>th</sup> July, 2017 till 04:00 pm in the office of Special Secretary, Department of Agriculture, Animal Husbandry & Cooperative, Govt. of Jharkhand, Ground Floor, Nepal House, Doranda, Ranchi - 834002
5	Date & Time of Opening Technical Bid	:	12 <sup>th</sup> July, 2017 at 4.00 pm in the office of Special Secretary, Department of Agriculture, Animal Husbandry & Cooperative, Govt. of Jharkhand, Ground Floor, Nepal House, Doranda, Ranchi – 834002
6	Date & Time of Opening Financial Bid	:	To be intimated to the technically successful bidders.
7	Cost of Tender Document	:	The bidder shall have to deposit Rs 5,000/- as Bank draft drawn in favour of Special Secretary, Department of Agriculture, Animal Husbandry & Cooperative, payable at Ranchi from any Nationalized/Scheduled Bank as cost of tender. This shall be non-refundable.
8	Earnest of Money Deposit	:	The bidder shall have to Deposit of EMDRs. 5,00,000/- (five lakh) in the form of Demand Draft or Bank Guarantee from any Nationalized Bank/ Scheduled bank issued in favour of, Special Secretary, Department of Agriculture, Animal Husbandry & Cooperative, payable at Ranchi. This shall be refundable.
8	Availability of Tender Document	:	Website: <a href="http://www.jharkhand.gov.in">www.jharkhand.gov.in</a> (Tender forms can be downloaded from website, the cost will be attached with technical bid at the time of submitting the Tender)

sd/-  
Special Secretary,  
Department of Agriculture,  
Animal Husbandry & Cooperative,  
Jharkhand, Ranchi

**Request for Proposal  
(RFP)**

**FOR  
SELECTION OF CONSULTANT FOR SETTING UP  
PROGRAM MANAGEMENT UNIT (PMU) IN  
DEPARTMENT OF AGRICULTURE, ANIMAL  
HUSBANDRY & COOPERATIVE**

**June, 2017**

**Issued By:  
Special Secretary  
Department of Agriculture, Animal Husbandry & Cooperative  
Government of Jharkhand  
Ground Floor, Nepal House, Doranda, Ranchi - 834002**

**NOTICE INVITING TENDER  
FOR**

**SELECTION OF CONSULTANT FOR SETTING UP PROGRAM MANAGEMENT UNIT  
(PMU) IN DEPARTMENT OF AGRICULTURE, ANIMAL HUSBANDRY &  
COOPERATIVE**

Department of Agriculture, Animal Husbandry & Co-operative invites Technical and Financial Proposals from consultants of national and international repute to support the Government of Jharkhand for providing consultancy and advisory services in setting up a Program Management Unit (PMU) in the Department.

The document can be downloaded from the website <http://www.jharkhand.gov.in> till 5th July, 2017.

Response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties. The RFP/tender document cost of INR 5,000/- is to be submitted vide crossed demand draft on any Nationalized Bank/ Scheduled Bank in favour of Special Secretary, Department of Agriculture, Animal Husbandry & Co-operative, Government of Jharkhand.

Issuer  
Special Secretary,  
Department of Agriculture, Animal Husbandry & Co-operative  
Government of Jharkhand  
Ground Floor, Nepal House, Doranda,  
Ranchi - 834002

## **Disclaimer**

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders by Department of Agriculture, Animal Husbandry & Co-operative, Government of Jharkhand hereinafter referred to as the "Department", or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RFP document does not purport to contain all the information each Bidder may require.

This RFP document may not be appropriate for all persons, and it is not possible for the Department, their employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

Department, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

Department may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

## 1. Fact Sheet

Sr. No.	Particulars	Details
1	RFP/ Tender Availability	5 <sup>th</sup> July,2017 till 04:00 pm
2	Pre bid meeting	29 <sup>th</sup> June,2017 at 12 :00 pm
3	Proposal Due Date	11 <sup>th</sup> July latest by 04:00 pm
4	Technical Proposal Opening	12 <sup>th</sup> July, 2017 at 04:00 pm
5	Technical Presentation	17 <sup>th</sup> July,2017 at 12:00 pm in the chamber of Secretary Agriculture, 1 <sup>st</sup> Floor, Nepal House, Doranda, Ranchi - 834002
6	Financial Bid Opening	To be intimated to successful technical Bidders
7	Letter of Award	To be intimated
8	Start Date	To be intimated to Selected Bidder
9	Cost of Tender (Demand Draft)	INR 5,000 (Rupees Five Thousand Only)
10	Earnest Money Deposit (EMD) in the form of Demand Draft issued by any Nationalized Bank/ Scheduled bank	INR 5,00,000 (Rupees Five Lakh Only)
11	Performance Bank Guarantee	10% of the Total Professional Fee
12	Website for Tender Documents	<a href="http://www.jharkhand.gov.in">http://www.jharkhand.gov.in</a>
13	Method of Selection	QCBS60:40
14	Contact Details	Mrs.Shubhra Verma, Special Secretary, Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand Ground Floor, Nepal House, Doranda, Ranchi - 834002

### Note:

1. Department reserves the right to change any schedule of bidding process. Please visit Department website mentioned in document regularly for the same.
2. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline will not be considered in this procurement process.

## **2. Background Information**

### **SELECTION OF CONSULTANT FOR SETTING UP PROGRAM MANAGEMENT UNIT (PMU) IN DEPARTMENT OF AGRICULTURE, ANIMAL HUSBANDRY & COOPERATIVE**

#### **1. Introduction**

Agriculture is the main stay for the 80% of rural population of the state. Agriculture is their employment and primary income generating activity. The agricultural economy of the Jharkhand state is characterized by dependence on nature, low investment, low productivity, mono-cropping with paddy as the dominant crop, inadequate irrigation facilities and small and marginal holdings. The cultivable land resources of the state has good potential for higher production of horticulture and forest products. Despite the fact that the state has a good rainfall, the surface water availability to agriculture is not sufficient.

The Animal Husbandry sector is responsible for matters relating to livestock production, preservation, protection from disease and improvement of stocks and dairy development. Dairying is an important enterprise to supplement income and reduce underemployment of small and marginal farmers and agricultural laborers. It has been realized that dairy development could be used as a tool for bringing about socio-economical change among the rural farming community by providing milk production as a subsidiary occupation. The fisheries development programme plays an important role in development of rural areas of Jharkhand, which has vast inland water resources. It has also been realised that fisheries development could be used as a tool for bringing about socio-economic change amongst the rural farming community by providing fish production as a main / subsidiary source of occupation.

Co-operative aims at all round economic and social development of small and marginal farmers, artisans and other societies through its operations. For the upliftment of the people of this state in general and the tribal community in particular co-operatives have to play a vital and significant role.

The Department has decided to establish a Programme Management Unit (PMU) comprising team of experienced and qualified expert professionals with an objective to render assistance to the Department in undertaking necessary preparation for the upcoming financial years along with support in policy formulation and implementation, implementation of State / Central Government Schemes, project structuring, coordination, convergence and monitoring support etc.

#### **2. Broad Objective**

1. To assist in identification of major issues related to development of Agriculture and allied sector of the State.
2. To assist the department in defining and designing of road map, action plan and strategies for overall development of agriculture and allied sector.
3. To assist in designing and implementation of backward and forward linkages/integration of agricultural production and marketing to increase the income of farmers.

### 3. Eligibility Criteria

#### 3.1 Eligibility requirements for the Consultant/ Advisor

The Bidder must possess the requisite experience, strength and capability in providing the services necessary to meet the requirements as described in the RFP/Tender documents. The Bidder must also possess the technical know-how and the financial availability that would be required to successfully provide the Services as Consultant for Setting up Program Management Unit (PMU) In Department of Agriculture, Animal Husbandry & Cooperative. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document. The invitation to Proposal is open to all Bidders who qualify the eligibility criteria as given below:

<b>Conditions of Eligibility</b>			
<b>S No.</b>	<b>Basic Requirement</b>	<b>Specific Requirement</b>	<b>Documents required</b>
1	Legal Entity	Applicants/ Bidders eligible for participating in the Assignment should be a single Business Entity. Business Entity shall mean a company registered in India under the Companies Act 1956, or a partnership firm registered under the relevant and prevailing law relating to partnership in India, and operating for the last 10 years in Consultancy Business as on May,2017	- Certificate of incorporation - Registration Certificates - Service Tax Registration PAN of the Firm
2	Bidder's Experience	The bidder should have domain expertise in desired fields for at least 10 to 12 years in area of agriculture and allied business, research and consultancy and feasibility studies and should have worked for or with Government agencies/national companies/Multinational companies in said areas.	The applicant is required to submit proof of engagement such as Work Order/ Engagement Letter/ Completion Certificate/ LoA etc.
3	Bidder Turnover	The bidder should have a minimum average annual turnover from consultancy/ advisory of Rs.100Crore from Indian operations over the last three financial years (FY14-15, FY15-16 and FY16-17).	Audited Balance sheet and Profit & Loss Account OR Certificate from the statutory auditor
4	Capacity of the business firms	The company should have at least 100 full time Consulting professionals on its rolls as on 31 <sup>st</sup> May,2017.	Certificate duly attested by appropriate authority.



5	Earnest Money Deposit	The bidder should furnish, as part of its proposal, an <b>Earnest Money Deposit EMD of INR 5,00,000 (Rupees Five Lakh only)</b> , in the form of Demand Draft or Bank Guarantee from any Nationalized Bank/ Scheduled bank issued in favour of, Special Secretary, Department of Agriculture, Animal Husbandry & Cooperative, payable at Ranchi.	Original Bank Draft
6	Authorized Representative from Bidder	A Power of Attorney / Board Resolution in the name of the person signing the bid.	Original Power of Attorney / Board Resolution Copy

#### 4. Instruction to the Bidders

##### **General Conditions of Contract**

- a. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Department on the basis of this RFP.
- b. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Department. Any notification of preferred Bidder status by the Department shall not give rise to any enforceable rights by the Bidder. The Department may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Department.
- c. This RFP supersedes and replaces any previous public documentation & communications and Bidders should place no reliance on such communications.

##### **Definitions**

Unless the context otherwise requires, the following terms whenever used in this RFP and Contract have the following meanings:

- a. "Bidder" means consultant who submits proposal in response to this Request for Proposal document
- b. "Consultant" or "Advisor" means the firm/ company, selected through competitive tendering in pursuance of this RFP, for providing the services under the Contract
- c. "Department" means Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand.
- d. "Contract" means the Contract entered into by the parties for providing the project consultancy services
- e. "Personnel" means professional and support staff provided by the Consultant/ Advisor to perform Services to execute an assignment and any part thereof
- f. "Proposal" means proposal submitted by Bidders in response to the RFP issued by the Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand for selection of consultant
- g. "Services" means the work to be performed by the Consultant/ Advisor pursuant to this RFP and to the Contract to be signed by the parties in pursuance of any specific assignment awarded by the Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand
- h. Resources deployed by Consultant/ Advisor may be allowed 20 (Twenty) leaves per year on pro-rata basis, however prior approval of the Department shall be required before availing the leave(s)

**Compliant Tenders/ Completeness of Response**

- a. Bidders are advised to study all instructions, forms, terms, requirements, appendices and other information in the RFP documents carefully.
- b. Submission of the bidProposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of itsimplications.
- c. Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Biddersmust:
  - i. Comply with all requirements as set out within thisRFP.
  - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in thisRFP.
  - iii. Include all supporting documentations specified in thisRFP.
- d. The Proposals must be complete in all respects, Indexed and Hard Bound. The page numbers must be clearly marked on each page and cross reference be indicated on the IndexPage.

**Pre-bid meeting & Clarifications**

**Bidders Queries**

- a. Department shall invite queries from Bidders as per the details mentioned in the Fact Sheet of thisdocument
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to Department by email (Word File Only) on or before Pre-bid meeting (29th June, 2017) mentioned in Fact Sheet of this document. The queries should necessarily be submitted in the followingformat:

Section/ Page No.	Content of RFP requiring clarifications	Change/ Clarification Requested	Remarks

- c. Department shall not be responsible for ensuring that the Bidder’s queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by theDepartment.
- d. 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. However, ‘Department’ reserves the right to hold or re-schedule the Pre-Bidmeeting.

**Responses to Pre-bid Queries and Issue of Corrigendum**

- a. The Officer notified by Department of Agriculture, Animal Husbandry & Cooperative will endeavour to provide timely response to the queries. However, Department makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Department undertake to answer all the queries that have been posed by the Bidders.
- b. At any time prior to the last date for receipt of bids, Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all Bidders will be

uploaded on the Department website <http://www.jharkhand.gov.in>

- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Department may, at its discretion, extend the last date for the receipt of Proposals.

### **Key Requirements of the Bid**

#### **Rights to terminate the process**

- a. Department may terminate the RFP process at any time and without assigning any reason. Department makes no commitment, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by Department. The Bidders' participation in this process may result Department selecting the Bidder to engage towards execution of the Contract.

#### **RFP Document Fees**

- a. RFP document can be downloaded from the website <http://www.jharkhand.gov.in>  
Online bid submission fee in form of bank demand draft of INR 5,000/- drawn in favor of Special Secretary, Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand payable at Ranchi from any nationalized bank/scheduled bank.
- b. The demand draft of RFP document fees should be submitted along with Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

#### **Earnest Money Deposit**

- a. Bidders shall submit, along with their Bids, EMD of INR 5,00,000/- (Rupees Five Lakh Only), in the form of a Demand Draft or Bank Guarantee issued by any Nationalized Bank/ Scheduled bank issued in favour of Special Secretary, Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand payable at Ranchi, and should be valid for 180 Days from the due date of the RFP/Tender.
- b. EMD of all unsuccessful Bidders would be refunded by Department within 60 Days of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix IV.
- c. EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- d. The bid/ Proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
  - i. If a Bidder withdraws its bid during the period of bid validity.
  - ii. In case of a successful Bidder, if the Bidder fails to sign the Contract in accordance with this RFP.

#### **Submission of Responses**

- a. Technical Cover (containing)
  - i. EMD, Power of Attorney and Bid Document Fees (in a separate sealed envelope)
  - ii. Cover letter and Eligibility Criteria mentioned in Section 3 (in a separate sealed envelope)
  - iii. Technical Proposal (in a separate sealed envelope)
- b. Financial Proposal (containing)
  - i. Cover Letter
  - ii. Financial Proposal

#### **Authentication of Bids**

The Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal as per Annexure mentioned in this RFP.

### **Preparation and Submission of Proposal**

#### **Proposal Preparation Costs**

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of Proposal, in providing any additional information required by Department to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **Language**

The Proposal should be filled by the Bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

#### **Late Bids**

- a. Original hard copy of Tender fees and EMD received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. Department shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d. Department reserve the right to modify and amend any of the above-stipulated condition/ criterion depending upon project priorities vis-à-vis urgent commitments.

#### **Evaluation Process**

- a. Department will constitute a Proposal Evaluation Committee to evaluate the responses of the Bidders.
- b. The Proposal Evaluation Committee constituted by the Department shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their Proposals.
- e. The Proposal Evaluation Committee reserves the right to reject any or all Proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP under the 'Evaluation and Selection' section.

#### **Tender Opening**

The Proposals submitted up to date and time mentioned in this RFP document by Proposal evaluation committee authorized by Department, in the presence of such of those Bidders or their representatives who may be present at the time of opening. The representatives of the Bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the Proposal.

#### **Tender Validity**

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

### **Tender Evaluation**

Tender evaluation and Bidder Selection will be carried out as per the specifications mentioned in the Section on 'Evaluation and Selection'.

### **Modification and withdrawal of Bids**

- a. The Bidder is allowed to modify or withdraw its submitted Proposal any time prior to the last date prescribed for receipt of bids, by giving a written notice to the Department.
- b. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.
- c. The Bidders cannot withdraw the Proposal in the interval between the last date for receipt of bids and the expiry of the Proposal validity period specified in the Proposal. Such withdrawal may result in the forfeiture of its EMD from the Bidder.

### **Proposal Forms**

Wherever a specific form is prescribed in the Proposal 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 or additional sheets shall be used to convey the required information. For all other cases, the Bidder shall design a form to hold the required information.

### **Local Conditions**

- a. 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.
- b. 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 as described in the bidding document. The Department shall not entertain any request for clarification from the Bidder regarding such local conditions.
- c. It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the Proposal. No claim, what-so-ever, including that for financial adjustment to the Contract awarded under the bidding document will be entertained by the Department. Neither any change in the time schedule of the Contract nor any financial adjustments arising there-of shall be permitted by the Department 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 Govt. offices and its surroundings and obtain all information that may be necessary for preparing the Proposal at its own interest and cost. Contacting the Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand.
- d. Any effort by a Bidder to influence the Proposal evaluation, Proposal comparison or Contract award decisions may result in the rejection of the Proposal.
- e. Bidder shall not approach Department officers after office hours and/ or outside Department office premises, from the time of the Proposal opening till the time the Contract is awarded.

### **Eligibility Criteria**

The Bidder shall meet the criteria for eligibility mentioned in the Tender document. The Bidder must have registration certificate, registration under Labour Laws Contract Act, valid sales tax registration certificate and valid service tax registration certificate, whichever is applicable, for this Tender.

### **Tentative Schedule of Events**

Tentative schedule of events regarding this tender shall be as per the dates and time given in the Section-1: Fact Sheet.

### **Opening of Proposal**

First, The Technical cover will be opened. The Financial Proposal may be opened in presence of technically short-listed Bidders. The Evaluation Committee or its authorized representative will open the tenders. Sequence of opening is as follows:

- a. Technical Cover
- b. Financial Cover

### **Deciding Award of Contract**

- a. The Department reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening the Financial Proposal. The Bidder shall furnish the required information to Department and its appointed representative on the date asked for, at no cost to the Department. The Department may at its discretion, visit the office of the Bidder any-time before the signing of Agreement.
- b. Department shall inform those Bidders whose Proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Financial Proposals will be not opened after completing the selection process. Department shall simultaneously notify those Bidders who qualify for the Evaluation process as described in this Tender Document, informing the date and time set for opening of Financial Proposals. The notification may be sent by mail.
- c. The Bidder's name, the Proposal Price, the total amount of each Proposal and other such details as the Tendering Authority may consider appropriate, will be announced and recorded by the Department at the opening of bid.
- d. After acceptance of LoA Performance Security shall be deposited as specified in this document for signing an Agreement with Department.
- e. Special Condition for Awarding the Agreement:
  - i. Department will sign the Agreement with Successful Bidder for a period as mentioned in 'Duration of Contract' in the document.
  - ii. Department may extend the Agreement for a time period beyond what has been specified in 'Duration of Contract' in the document.
  - iii. Department will also have the right to provide extension/ increase in the scope of work as per the mutually agreed terms and conditions between both the parties.
  - iv. Department will have the right to ask for additional Team members beyond what has been specified in this RFP.

### **Confidentiality**

- a. As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the Services hereunder are the Confidential Information of the Bidder.
- b. The Bidder shall keep confidential, any information related to this RFP/tender, with the

same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this RFP/tender and shall not be disclosed to any third party for any reason what- so-ever.

- c. At all-time of the performance of the Services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms no less onerous than those contained under this RFP/tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- d. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- e. The obligations of confidentiality under this section shall survive rejection of the Contract.

### **Publicity**

Any publicity by the Bidder containing the name of Department should be done only with the explicit written permission from Department.

### **Execution of the Agreement**

After acknowledgement of the LoA by the selected Bidder, a performance guarantee of 10% of Total Professional Fee has to be deposited in the form of FDR/TDR/DD/BG of any nationalized/ scheduled bank in the name of Special Secretary, Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand, the performance guarantee shall be valid for period of 2 months beyond the duration of Contract as specified in the RFP document. The Consultant/ Advisor shall sign the Agreement within twenty one days from the issue of LoA.

Agreement is mutually extendable post the completion of the initial term.

### **Performance Guarantee**

The successful bidder firm shall furnish the Performance Guarantee as stipulated in the section 'Contract Performance Guarantee' in this document.

### **Duration of Contract**

The assignment of the work shall be valid initially for a period of thirty six months, i.e., from XXXX to XXXX. The duration of contract can be mutually extended depending on the requirements of the project and on the terms mutually agreed by both the parties.

## **Terms and Conditions: Applicable Post Award of Contract**

### **Termination Clause**

- a. Department may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 90 days is given to the selected Bidder to rectify the breach):
  - i. If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by Department; or
  - ii. If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of service or any extension granted thereof; or
  - iii. If the selected Bidder, in the judgment of the Department, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
  - iv. If the selected Bidder commits breach of any condition of the Contract
  - v. If Department terminates the Contract in whole or in part, amount of Performance Guarantee shall be forfeited.

### **Termination for Default**

- a. Department may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 90 days is given to the selected Bidder to rectify the breach):
- b. If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by Department; or
- c. If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of Service or any extension granted thereof; or
- d. If the selected Bidder, in the judgment of the Department, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- e. If the selected Bidder commits breach of any condition of the Contract
- f. If Department terminates the Contract in whole or in part, amount of Performance Guarantee shall be forfeited.

### **Termination for Insolvency**

Department may at any time terminate the Contract by giving a written notice of at least 60 days to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Department.

### **Termination for Convenience**

- a. Department, by a written notice of at least 60 days sent to the selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for Department's convenience, the extent to which performance of the selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- b. In such case, Department will pay for all the pending invoices as well as the work



done till that date by the Consultant.

- c. Depending on merits of the case the selected Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the Contract if any due to such termination.
- d. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected Bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

#### **Termination by Department**

- a. The Department may, by not less than 60 days written notice of termination to the Technical Bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
  - i. The selected Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Department may have subsequently granted in writing;
  - ii. The selected Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
  - iii. The selected Bidder fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
  - iv. The selected Bidder submits to the Department a statement which has a material effect on the rights, obligations or interests of the Department and which the selected Bidder knows to be false;
- b. Any document, information, data or statement submitted by the bidders in its Proposals, based on which the selected Bidder was considered eligible or successful, is found to be false, incorrect or misleading; or As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty(60) days.
- c. If the Department would like to terminate the Contract for reasons not attributable to the selected Bidder's performance, they will need to clear all invoices for the Services up to the date of their notice along with 1 month fee pro-rata fee out of the total fee.
- d. If the Department would like to terminate the Contract for reasons attributable related to the selected Bidder's performance, the government will give a rectification notice for 3 months to the Consultant/ Advisor in writing with specific observations and instructions.

#### **Termination by the selected Bidder**

- a. The selected Bidder may, by not less than 60 days written notice to the Department, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
  - i. Department is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently agreed in writing) following the receipt by the Department of the selected Bidder's notice specifying such breach.
  - ii. If there are more than 2 unpaid invoices and Department fails to remedy the same within 45 days of the submission of the last unpaid invoice.
  - iii. As the result of Force Majeure, the selected Bidder is unable to perform a

- material portion of the Services for a period of not less than sixty (60) days; or
- iv. The Department fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
- v. Upon termination of this Agreement all pending payments due till the date of the termination of the Contract will be made by Department to the selected Bidder within 30 days of the Contract termination

### **Consequences of Termination**

- a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], Department shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/ continued execution of the scope of the Contract.
- b. Nothing herein shall restrict the right of Department to invoke the Department Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/ or remedies that may be available Department under law or otherwise.
- c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

### **Liquidated Damages**

- a. Notwithstanding Department's right to cancel the order, Liquidated Damages (LD) for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the contract. No Damage will be charged in case of force measure beyond control of the Bidder.
- b. Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case maybe.
- c. Department reserve its right to recover these amounts by any mode such as adjusting from any payments to be made by Department to the Bidder. Liquidated damages will be calculated on per week basis.
- d. The cumulative and aggregate limit of LD for delay in delivery and LD for delay in commissioning would be limited to maximum of 10% of the total Professional Fee. The aggregate liability of the Consultant/ Advisor shall in no event exceed the total value of the fee received under this Contract.

### **Dispute Resolution Mechanism**

- i. The Department and the supplier shall make every effort to resolve amicably by direct negotiations, any disagreement or dispute, arising between them under supply order.
- ii. If after 30 days from the commencement of such direct negotiations, the dispute is not resolved it shall be referred to Secretary, Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand shall be final and binding upon both parties.
- iii. Pending the submission of and/or decision on a dispute, difference or claim or until the matter is decided by Secretary, Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand, the supplier shall continue to perform all its obligations under this agreement without prejudice of final adjustment in accordance with such award.

- iv. The Department may terminate this contract, by giving a written notice of termination of minimum 30 days, to the supplier, if the supplier fails to comply with any decision delivered by Secretary, Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand.

### **Notices**

Notice or other communications given or required to be given under the Contract shall be in writing and shall be e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

### **Force Majeure**

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or Department as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

- a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- c. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The Bidder or Department shall not be liable for delay in performing his/ her obligations resulting from any force majeure cause as referred to and/ or defined above. Any delay beyond 30 days shall lead to termination of Contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the Contract.

Force Majeure shall not include any events caused due to acts/ omissions of such Party or result from a breach/ contravention of any of the terms of the Contract, Proposal and/ or the Tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Department will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

### **Failure to agree with Terms and Conditions of theRFP**

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Department may award the contract to the next best value Bidder or call for new Proposals from the interested Bidders or invoke the PBG of the most responsive Bidder.

### **Deployment**

The proposed team is required to work in close coordination with Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand, other departments & organizations of Government of Jharkhand. Group of experts committed in the bid will be strictly required to deployed in association with deptt. on full time basis, The proposed team has to follow the working hours, working days and Holidays of Jharkhand State Government.

### **Contract Performance Guarantee**

- a. Within 21 days after the receipt of notification of award of the Contract from the Department, the successful Bidder shall furnish Contract Performance Guarantee to the Department, Ranchi, which shall be equal to 10% of Total Professional Fee and shall be in the form of a Bank Guarantee Bond from any Nationalized Bank/Scheduled bank in the Performa given here-in-after in this document valid for period of 2 months beyond the duration of Contract as specified in the document.
- b. The proceeds of the performance guarantees shall be payable to the Purchaser as compensation for any loss/ penalties resulting from the Suppliers failure to complete its obligations under the Contract.
- c. The performance guarantee will be discharged by the purchaser and returned to the Supplier within 60 days following the date of completion of the Suppliers performance obligations, including any warranty obligations under the Contract.

### **Statutory Requirements**

During the tenure of this Contract, nothing shall be done by the Selected Bidder in contravention of any law, act and/ or rules/ regulations, there-under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Department indemnified in this regard.

### **Contract administration**

- a. Either party may appoint any individual/ organization as its authorized representative through a written notice to the other party. Each Representative shall have the authority to:
  - i. Exercise all of the powers and functions of his/ her Party under this Contract, other than the power to amend this Contract and ensure proper administration and performance of the terms hereof; and
  - ii. Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
  - iii. The Selected Bidder shall be bound by all undertakings and representations made by the authorized representative of the Selected Bidder and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.
  - iv. For the purpose of execution or performance of the obligations under this Contract, the Department representative would act as an interface with the nominated representative of the Selected Bidder. The Selected Bidder shall comply with any instructions that are given by the Department representative during the course of this Contract in relation to the performance of its

- obligations under the terms of this Contract and the Tender.
- v. A committee comprising of representatives from the Department and the Selected Bidder shall meet on a quarterly basis to discuss any issues/ bottlenecks being encountered. The Selected Bidder shall draw the minutes of these meetings and circulate to the Department.

### **Right of Monitoring, Inspection and Periodic Audit**

The Department reserves the right to inspect and monitor/ assess the progress/ performance at any time during the course of the Contract, after providing due notice to the Selected Bidder. The Department may demand, and upon such demand being made, the selected Bidder shall provide with any document, data, material or any other information required to assess the progress of the project. The Department shall also have the right to conduct, either itself or through any another consultant/ advisor as it may deem fit, an audit to monitor the performance by the Selected Bidder of its obligations/ functions in accordance with the standards committed to or required by the Department and the Selected Bidder undertakes to cooperate with and provide to the Department/ any other Consultant/ Advisor/ Agency appointed by the Department, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/ assessment would need to be rectified by the Selected Bidder failing which the Department may, without prejudice to any other rights that it may have, issue a notice of default.

### **Department's Obligations**

The Department representative shall interface with the Selected Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

Department shall ensure that timely approval is provided to the selected Bidder, where deemed necessary, which should include diagram/ plans and all specifications related to Services required to be provided as part of the Scope of Work.

### **Information Security**

The Selected Bidder shall not carry and/ or transmit any material, information, layouts, diagrams, storage media or any other goods/ material in physical or electronic form, which are proprietary to or owned by the Department, out of premises, without prior written permission from the Department.

The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by Department, whichever is earliest, return any and all information provided to the Selected Bidder by Department, including any copies or reproductions, both hard copy and electronic.

### **Indemnity**

The Selected Bidder shall execute and furnish to the Department, a Deed of Indemnity in favour of the Special Secretary, Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand, in a form and manner acceptable to the Department, indemnifying Department from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:

- a. Negligence or wrongful act or omission by the Selected Bidder or its team or any Agency/ Third Party in connection with or incidental to this Contract; or

- b. Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder, its Team or any Agency/ ThirdParty.
- c. The indemnity shall be to the extent of Total Professional Fee in favour of the Department.

**Prices**

Prices quoted must be firm and shall not be subject to any upward revision on any account what-so-ever throughout the period of the engagement.

**Special Conditions of Contract**

Amendments of, and Supplements to, Clauses in the General Conditions of Contract.

**Payment Schedule**

The payment as specified in financial format Annexure-3 as submitted by Selected Consultant shall be made on a Monthly basis.

TA/ DA Rules and expense related to travel outside Ranchi shall be reimburse by Department, in such cases where arrangements are not being made by the Department.

- a. The travel expense outside Ranchi if required would be additional and will be paid extra based on the actual rate of economy class air-fare in case they are required to travel from Ranchi to anywhere in India and abroad.
- b. To claim reimbursement, onsite resources needs to submit the Travel Expense Claim to the department along with the relevant bills/ vouchers, boarding passes, tickets and hotel bills and approval from the authorized approving authority within two weeks from the date of return from the trip.
- c. Submission of hotel bills is mandatory with the Travel Expense Claim.
- d. For local travel during official visit within Ranchi, Consultants will make their own arrangements.
- e. Team members should have their own laptops and other peripherals including mobile phone.

**Instruction:**

The Invoice will be submitted after every Month for fixed resources. The payment will be made within 15 days after submission of Invoice. The Selected bidder shall satisfactorily perform work as specified under the Tender to the Department.

For additional resources (deployed during the project), payment shall be made on monthly basis

**Continuance of the Contract:**

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

**Conflict of interest**

The Bidder shall disclose to Department in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidders team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

**Severance**

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

**Governing Language**

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

**“No Claim” Certificate**

The Selected Bidder shall not be entitled to make any claim, whatsoever against Department, under or by virtue of or arising out of, the Contract, nor shall Department entertain or consider any such claim, if made by the Selected Bidder after it has signed a “No claim” certificate in favour of Department in such form as shall be required by it after the work is finally accepted.

**Publicity**

The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Department first gives its written consent to the selected Bidder.

**General****Relationship between the Parties**

Nothing in the Contract constitutes any fiduciary relationship between the Department and Selected Bidder/ Bidder’s Team or any relationship of employer employee, principal and agent, or partnership, between the Department and Selected Bidder.

No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.

Department will not be under any obligation to the Implementation Consultant’s/ Advisor’s Team except as agreed under the terms of the Contract.

**No Assignment**

The Selected Bidder shall not transfer any interest, right, benefit or obligation under the Contract without the prior written consent of the Department.

**Survival**

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless Department notifies the Selected Bidder of its release from those obligations.

**Entire Contract**

The terms and conditions laid down in the Tender and all annexure thereto as also the Proposal and any attachments/ annexes thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

**Governing Law**

This Contract shall be governed in accordance with the laws of India.

**Jurisdiction of Courts**

The High Court of India at Ranchi, Jharkhand has exclusive jurisdiction to determine any proceeding in relation to the Contract.

**Compliance with Laws**

The Selected Bidder shall comply with the laws in force in India in the course of performing the Contract.

**Notices**

A “notice” means:

- i. A Notice; or
- ii. A consent, approval or other communication required to be in writing under the Contract.

All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by prepaid certified/ registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To,  
The Special Secretary,  
Department of Department of Agriculture, Animal Husbandry & Cooperative,  
Government of Jharkhand  
Ground Floor, Nepal House, Doranda,  
Ranchi - 834002

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative’s Party.

**Waiver**

Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

**Modification**

Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

**Taxes**

The Bidder shall pay service and other applicable taxes, if any, imposed on the Services under this Contract.

**Application**

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.



## **Fraud and Corrupt Practices**

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Department shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Department shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case maybe, as mutually agreed genuine pre-estimated compensation and damages payable to the Department for, inter alia, time, cost and effort of the Department, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- b. Without prejudice to the rights of the Department under Clause above and the rights and remedies which the Department may have under the LoA or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Department during a period of <period, suggested 2 (two) > years from the date such Bidder, as the case may be, is found by the Department to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Department who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Department, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ advisor of the Department in relation to any matter concerning the Project;
  - ii. “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - iii. “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
  - iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Department with the objective of canvassing,

- lobbying or in any manner influencing or attempting to influence the Selection Process; or(ii) having a Conflict of Interest;and
- v. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the SelectionProcess.

## 5. Scope of Work

The scope of work for the PMU consultant to be provided along with the timelines are as follows:

### **Key role of PMU:**

#### **General -**

1. The Programme Management Units (PMU) shall be responsible for compilation and evaluation of all existing policies of each department and development of road map for the same to achieve the objective under defined timeline.
2. The Programme Management Unit (PMU) will be responsible for identifying the major and minor ongoing project related issues of the department – short term, medium term and long term in nature and recommendations for the same through scientific studies.
3. PMU shall be responsible for conducting feasibility project reports for revenue generation/welfare of farmers for each of the department for new area of development and time bound action plan for the same.
4. PMU shall assist in formulation of strategies for each plan and shall develop alternatives for smooth implementation.
5. While doing the studies PMU should incorporate best practices being conducted in other states/location after proper evaluation in terms of timeline, cost and outcome.
6. PMU shall be responsible for development of model of best practices for each identified activities/plan and its implementation. PMU should design the model of practices in such a way that the model should be best fit in backward as well as forward integration and should be of sustainable in nature
7. PMU shall prepare and maintain the data base on various aspects related to departmental activity and assist in up -dation of the same on the department website for public or official use.
8. PMU shall assist the Department in implementation of the projects including liaison and co-ordination with other concerned departments.
9. PMU shall also take-up additional work defined/delegated by the department and should be presented before committee for evaluation.
10. PMU shall be responsible for entering/uploading each data base for user interface and should bring efficiency in function of the department and stakeholders.
11. Developing efficiency of related agencies under supervision and making them to work closely with the supervising department
12. PMU shall be responsible for e-Governance functioning of the Department and development of IT infrastructure.
13. PMU shall also define designing and coordinate the Personnel and HR work of the Department.
14. PMU will be responsible for formulation, designing of marketing strategies of various agricultural and allied produce to increase the income of farmers and also assist in brand and image building.
15. They will assist the Department in finalisation of various financial planning.

## **Specific -**

### **1. Assisting in departmental reforms, policy and planning (but not limited to)-**

- Identification of new reform opportunities.
- Periodic report on reforms undertaken by various State and Central Government.
- Assist the government in framing departmental policies.
- Drafting of reforms policy
- Drafting of reforms strategy for different units/organizations under department.
- Evaluation of reforms undertaken.
- Advising the department to articulate its reform policy.
- Advising department on policy initiatives.
- Assisting in data collection, compilation, analysis and data management to aid in policy making.
- Formulating policy adoption strategies
- Formulating policy implementation strategies
- Analysis of policy initiatives at state, central and international governments
- Drafting concept notes
- Policy evaluation and setting up of bench mark/standard for implementation of strategies.
- Assessing regulatory policies
- Benchmark for monitoring of progress.

### **2. Planning (but not limited to)-**

- Baseline review reports
- Gap analysis
- Periodic review reports
- Assisting in data collation and analysis for planning
- Development planning
- Capacity Building
- Change Management
- Capacity Building
- Change Management
- Integrated planning
- Framework development

### **3. IT, e-Governance and mobile-governance (but not limited to)**

- Enterprise architecture development
- Monitoring and evaluation of e-governance opportunities
- Drafting new e-governance and m-governance opportunities
- Formulating e-governance and m-governance policy
- Advising/assisting government in articulating its e-governance and m-governance policy

### **4. Finance (but not limited to)**

- Drafting concept notes on PPP
- Analysis of PPP projects at State, national and international level
- Structuring of PPP projects
- Feasibility reports
- Review of Detailed project reports

## 6. TeamComposition

PMU will engage key expert professionals and non-key expert professionals for functioning. Key expert professionals will include a team comprising of a core team of 11 (Eleven) members including Project Manager on full time onsite deployment basis. Non-key expert professionals would be hired on the basis of need & requirement of the aforesaid team by bidder. Consultant should take approval of their engagement and work plan from the department. The core team should be supported by the other team members for the timely completion of the activities and deliverables finalized in consultation with the Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand.

Following should be the composition of the core team on full time engagement:

<b>S. No</b>	<b>Key Personnel</b>	<b>Educational Qualification</b>	<b>Length of Professional Experience</b>	<b>Indicative Job responsibility</b>
1	Project Manager (1 person)	Ph.D in relevant subject /M.ScAgri/Veterinary Science and MBA equivalent	12- 15 years	The Project Manager (PM) will co-ordinate and supervise the multidisciplinary team for this Consultancy. The PM shall guide in preparation of Action Plan and giveoverall guidance in development and management of activities defined under scope of work (but not limited to)
2	Agriculture Expert/consultant (2 person)	Post graduate in Agriculture with experience in planning, monitoring and implementation of schemes under State Government /Central Government/ PSU/Corporate	8 - 10 years	Assistance in Preparation of Agriculture action Plan for Jharkhand, Planning for the development of models or plans and its implementation. Should be responsible for research and study of best practices in different states and plan for implementation for the same for the state.
3	Animal Husbandry /Dairy consultant (1 person)	M.V.Sc/ M. Tech (Dairy technology) or equivalent	8-10 years	Assistance in Preparation of Action Plan, the development of models or plans and its implementationfor development of Animal Husbandry & Dairy Development.

4	Cooperative Consultant (1 person)	Post Graduate in relevant field/Rural Development	8-10 Years	Consultant shall be responsible for development of cooperatives under integrate schemes on agricultural cooperation and help growers fetch remunerative prices for their produce and over all development of cooperatives in different districts.
5	Infrastructure Expert (1 person)	B.Tech Civil	8-10 years	The consultant shall be responsible for facilitating the planning for the availability of relevant and appropriate infrastructure for agriculture dairying and cooperatives. Preparing draft and bid documents and assisting department in bid process for hiring of services for development and maintenance of the infrastructures built under department.
6	IT Expert (1 person)	B.Tech (IT)	8 – 10 Years	The Consultant shall be responsible for data management, MIS and accessibility of information of real time basis.
7	Banking and Finance Expert (1 person)	MBA in Finance/Banking	8 -1 0 years	The consultant shall be responsible for management of financial aspects, budget preparation, guiding the department on tangible outcome of expenditure.
8	HR Expert (1 person)	MBA (HR)	8 -1 0 years	He shall be responsible for management of human resources, work on related issues and suggest on implementation of policies under government norms
9	Marketing Expert (1 person)	MBA in Marketing	8 – 10 years	He shall be responsible for identifying the areas of forward linkages for agriculture and allied produce. Ensure the development of agriculture marketing and new model of agriculture marketing for benefit of farmers
10	Fisheries Expert (1 person)	Bachelor in Fisheries / Msc (Zoology)	8 – 10 years	He shall be responsible for providing technical support to relevant department also coordinate with team for tangible development in the fisheries sector

Besides above defined responsibilities, team member has to comply the any other work/instructions of department, if assigned.

If at any point of time, the Department feels that a resource is not up to the mark, a replacement will be demanded in written and will need to be obliged within 2 weeks. The Consultant/ Advisor is not expected to change the team from what is proposed as a part of the response to this RFP. However if a resource needs to be changed due to unforeseen circumstances, the Consultant/ Advisor need to give it in writing to the Client and only upon agreement, the replacement may be carried out.

The consultant/ advisor shall make available the resources/ team members for meetings with department or any other government officials in Jharkhand whenever required.

## 7. Evaluation & Selection

### **Technical Evaluation**

Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals

- i. Are not submitted in as specified in the RFP document
- ii. Received without the Letter of Authorization (Power of Attorney)
- iii. Are found with suppression of details
- iv. With incomplete information, subjective, conditional offers and partial offers submitted
- v. Submitted without the documents requested in the checklist
- vi. Have non-compliance of any of the clauses stipulated in the RFP
- vii. Have a lesser validity period

All responsive Bids will be considered for further processing as below.

Proposal Evaluation Committee will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

- a. Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- b. The Department may conduct clarification meetings with each or any Bidder to discuss any matters, technical or otherwise.
- c. Further the scope of evaluation committee also covers taking any decision with regard to the Tender document, execution/ implementation of the project including management period.
- d. Proposal shall be opened in the presence of Bidders representatives who intend to attend at their cost. The Bidders' representatives who are present shall sign a register giving evidence of their attendance.
- e. Proposal document shall be evaluated as per the following steps.
  - i. Preliminary examination of pre-qualification/ eligibility criteria documents: The prequalification document will be examined to determine whether the Bidder meets the eligibility criteria, whether the Proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this RFP document will be rejected and will not be considered further.
  - ii. Evaluation of document: A detailed evaluation of the bids shall be carried out in order to determine whether the Bidders are competent enough and whether the

technical aspects are substantially responsive to the requirements set forth in the RFP document. Bids received would be assigned scores based on the parameters defined in the table below. All supporting document submitted in support of Eligibility and Technical Evaluation matrix should comply the following:

- Supporting document is to be submitted in Technical Cover.
- Supporting document should clearly indicate value of the completed/ on-going project and scope of work/ services should be clearly highlighted.
- In case of Bidder is having Non-Disclosure Agreement (NDA) with their client, no such experience will be counted (if agreement copy not submitted).
- Bidders failing to comply any of the above then the Bid will be summarily rejected.

<b>Technical Evaluation Criteria</b>		
<b>S. No.</b>	<b>Criteria</b>	<b>Maximum marks</b>
<b>1</b>	<b>Firm's Experience</b>	<b>40</b>
	The Bidder shall have experience of providing consultancy services for full time PMU of minimum 2 years duration with at least 3 member team Experience up to 2 years- 5 marks Experience above 2 years up to 3 years-8 marks Experience more than 3 years- 10 marks	10
1.2	The Bidder shall have experience of providing consultancy services for full time PMU with the State/Central Government Experience up to 2 years- 5 marks Experience above 2 years up to 3 years-8 marks Experience more than 3 years- 10 marks	10
1.3	The Bidder shall have experience of providing Advisory/Consulting services in agriculture and its allied sector Experience up to 2 years- 5 marks Experience above 2 years up to 3 years-8 marks Experience more than 3 years- 10 marks	10
1.4	The bidder shall have done projects on business consulting/feasibility studies/implementation/ formulation of strategies/ value chain analysis/ evaluation studies/gap analysis etc with State Government/Central Government/registered or large size corporates in desired fields. 2 projects- 5 marks 3-5 projects- 8 marks More than 5 projects- 10 marks	10
<b>2</b>	<b>Consultancy Team</b>	<b>45</b>
2.1	<b>Project Manager</b> Ph.D/M.Sc Agri/Veterinary/B.Tech. Dairy/ with MBA preferably in agri-business - with 12 years experience - 5 Marks Each additional Year of Experience – 0.25Marks, subject to a maximum of 2.50 additional Marks	7.5



2.2	<p><b>Agriculture Expert/consultant ( 2persons)</b>  Post graduate in Agriculture and allied subjects with experience in planning, monitoring and implementation of schemes under State Government /Central Government/ PSU.– Post Graduation with 8years experience - 3 Marks  Each additional Year of Experience – 0.25 Mark, subject to a maximum of 0.75 additional Marks  (The total marks obtained by two persons shall be brought down to factor of 3.75)</p>	3.75x2 7.5
2.3	<p><b>Animal Husbandry/Dairy consultant</b>  M.V.Sc/M. Tech (Diary technology) or equivalent with 8 years of work experience - 3 marks  Each additional Year of Experience – 0.25 Mark, subject to a maximum of 0.75 additional Marks</p>	3.75
2.4	<p><b>Cooperative Consultant</b>  Post Graduate in relevant field/Rural Development with 8 years of work experience- 3 marks  - Each additional Year of Experience – 0.25 Mark, subject to a maximum of 0.75 additional Marks subject to a maximum of 5 additional Marks</p>	3.75
2.5	<p><b>Infrastructure Expert</b>  B.Tech Civil with work experience of 8 years - 3 marks  Each additional Year of Experience – 0.25 Mark, subject to a maximum of 0.75 additional Marks</p>	3.75
2.6	<p><b>IT Expert</b>  B.Tech (IT) with work experience of 8 years - 3 marks  Each additional Year of Experience – 0.25 Mark, subject to a maximum of 0.75 additional Marks</p>	3.75
2.7	<p><b>Banking and Finance Expert</b>  MBA in Finance/Banking with work experience of 8 years- 3 marks  Each additional Year of Experience – 0.25 Mark, subject to a maximum of 0.75 additional Marks</p>	3.75
2.8	<p><b>HR Expert</b>  MBA (HR) with work experience of 8 years- 3 marks  Each additional Year of Experience – 0.25 Mark, subject to a maximum of 0.75 additional Marks</p>	3.75
2.9	<p><b>Marketing Expert</b>  MBA in Marketing preferably Agri Business Management from reputed Institute with work experience of 8 years- 3 marks  Each additional Year of Experience – 0.25 Mark, subject to a maximum of 0.75 additional Marks</p>	3.75
2.10	<p><b>Fisheries Expert</b>  Bachelor in fisheries/ M.Sc (zoology) with work experience of 8 years- 3 marks  Each additional Year of Experience – 0.25 Mark, subject to a maximum of 0.75 additional Marks</p>	3.75

<b>3</b>	<b>Technical Presentation</b>	<b>15</b>
3.1	Understanding of the assignment, Quality of methodology and work program to be exhibited through technical presentation before committee assigned by the Government.	15

**Financial Evaluation**

The Bidder shall be selected on the basis of Quality cum Cost Based System (QCBS), whereby Technical Proposal will be allotted weightage of 60% and Financial Proposal will be allotted weightage of 40%. The Proposal with the lowest bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to lowest Financial Proposal as stated below. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

Financial Proposals of only those Applicants who scores at least 60% marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria.

The Financial Proposals shall be given scores as follows:

$S_f = 100 \times \frac{F_m}{\text{Financial Proposal of Applicant under consideration}}$

1.  $F_m$ : Lowest Financial Proposal
2.  $S_f$ : Financial Score

For selection of Consultant/Advisor, final ranking will be determined based on the combined total score for each Bidder separately. This will be done by applying a weight of 0.60 (or 60%) and 0.40 (or 40%) respectively to the technical and financial scores of each qualifying Proposal.

The Total Score of Technical Proposal and Financial Proposal shall be computed as follows:

Total Score =  $(T_e \times 0.60) + (S_f \times 0.40)$   $T_e$ : Technical score.

**Selection**

The Bidder scoring the highest Total Score shall be declared as the “Selected Bidder”

## 8 Annexures

### **Annexure I: Proposal Covering Letter**

Date: .....

To,  
Special Secretary,  
Department of Agriculture, Animal Husbandry & Cooperative,  
Government of Jharkhand  
Ground Floor, Nepal House, Doranda, Ranchi-834002

Dear Sir,

We ..... (Name of the Bidder) hereby submit our Proposal in response to notice inviting tender date ..... and tender document no. .... and confirm that :

1. All information provided in this Proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of Proposal, and
4. We are quoting for all the services mentioned in the Scope of Work of the RFP.
5. We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
6. Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand, Ranchi may contact the following person for further information regarding this tender:
  - a. Name and full address of office, Contact No., Email ID, Company Name
7. We are submitting our Eligibility criteria, Proposal bid documents and technical bid documents along with original DD of both EMD and Tender Document Fee.

Yours sincerely,  
Signature  
Full name of signatory  
Designation  
Name of the Bidder (firm etc.)

## Annexure II: FORMAT FOR POWER OF ATTORNEY

(To be provided in original as part of Technical Proposal (Envelope – 2) on stamp paper of value required under law duly signed by ‘Bidder’ for the tender)

Dated: \_\_\_\_\_

### **POWER OF ATTORNEY To Whomsoever It May Concern**

Know all men by these presents, we \_\_\_\_\_ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. \_\_\_\_\_ (Name of the Person(s)), domiciled at \_\_\_\_\_ (Address), acting as \_\_\_\_\_ (Designation and the name of the firm), as 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 Agreement “Selection of Project Consultant for Setting up Program Management Unit (PMU) In Department of Agriculture, Animal Husbandry & Cooperative” involving the deliverables as per agreement with Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand, vide Request of Proposal (Tender Document) Document dated \_\_\_\_\_, issued by Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand, including signing and submission of all documents and providing information and responses to clarifications/ enquiries etc. as may be required by Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand, Ranchi or any governmental authority, representing us in all matters before Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand, Ranchi, and generally dealing with Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand in all matters in connection with our Proposal for the said Project. 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)  
(Name, Title and Address)

Accept  
(Attested signature of Mr. \_\_\_\_\_)  
(Name, Title and Address of the Attorney)

Notes:

- To be executed by the Bidder
- 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).

### **Annexure III: Financial Proposal Format**

To be returned in original along with the Proposals (Envelope C)

To  
The Special Secretary,  
Department of Agriculture, Animal Husbandry &  
Cooperative, Government of Jharkhand  
Ground Floor, Nepal House, Doranda, Ranchi-834002

Subject: Selection of Consultant for Setting up Program Management Unit (PMU) In  
Department of Agriculture, Animal Husbandry & Cooperative.

Sir,

We, the undersigned, offer to provide the services of as Consultant for Setting up Program Management Unit (PMU) In Department of Agriculture, Animal Husbandry & Cooperative, Govt. of Jharkhand in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our Financial Proposal is as below:

Total Professional Fee:

<b>Personnel</b>	<b>Monthly Rate (in INR, excluding taxes)</b>
Project Manager (100%)	
Agriculture Expert/consultant (100%)	
Animal Husbandry consultant (100%)	
Dairy/Cooperative Consultant (100%)	
Infrastructure Expert (100%)	
IT expert (100%)	
HR expert (100%)	
Marketing Expert (100%)	
Finance expert (100%)	

Notes

- a. The above fee includes all travel, lodging and other out of pocket expenses; no additional out of pocket expenses would be paid during the engagement
- b. The above excludes any applicable taxes

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

We solemnly affirm that we will strictly adhere to the laws against fraud, corruption and unethical practices, including but not limited to “Prevention of Corruption Act, 1988”, during the bidding process and execution of the Contract, in case we are awarded the work. We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

#### **Annexure IV: Draft Performance Guarantee**

(To be issued by a Bank)

This Deed of Guarantee executed at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its Head/ Registered office at \_\_\_\_\_ (hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of Special Secretary, **Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand**, having its office at Government of Jharkhand, Ground Floor, Nepal House, Doranda, Ranchi – 834002, Jharkhand, India (hereinafter called “**Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand**” which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s \_\_\_\_\_ a company/ firm formed under \_\_\_\_\_ (specify the applicable law) and having its registered office at \_\_\_\_\_ has been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No. \_\_\_\_\_ dated / /2017 issued by **Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand**, and selected M/s \_\_\_\_\_ (hereinafter referred to as the Bidder) for the Agreement by Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand, and Bidder. The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. /-(Rupees \_\_\_\_\_ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, \_\_\_\_\_ Bank hereby guarantee as follows:

1. The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations thereunder

2. We, the Guarantor, shall, without demur, pay to **Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand**, Government of Jharkhand an amount not exceeding INR \_\_\_\_\_ (Rupees \_\_\_\_\_ only) within 7 (seven) days of receipt of a written demand therefore from Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand, stating that the Bidder has failed to fulfil its obligations as stated in Clause 1 above.

3. The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand is disputed by the Bidder or not.

4. The Guarantee shall come into effect from \_\_\_\_\_ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on \_\_\_\_\_ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand.

5. In order to give effect to this Guarantee, Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand against the Bidder or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand or any indulgence by Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.

7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in above written.

Signed and Delivered by \_\_\_\_\_ Bank by the hand of Shri \_\_\_\_\_ its \_\_\_\_\_ and authorized office.

Authorized Signatory \_\_\_\_\_ Bank



**Annexure V: Format for Professional Experience Citations**

<b>Assignment Name</b>		<b>Country</b>
Project Location within the Country		Professional Staff provided by your Firm/ Company
Name of Client		No. of Staff
		No. of Person Months
Start Date	Completion Date	Approx. Value of Services
Name of Associated Firms (s)if any		No. of Professional Staff Months provided by Associated Firms(s)
Name of Senior Staff(Project Director/ Coordinator, Team Leader)involved and functions Performed		
Detailed Narrative Description of Project		
Detailed Description of Actual Services Provided by your Firm		

**Annexure VI: Format for Curriculum Vitae (CV) of KeyStaff**

Photo	1. Name:			
	2. Position:			
	3. Date of Birth:			
	4. Education:			
5. Employment Record	From	To	Company	Position Held
6. Brief Profile				
7. Countries of Work Experience				
8. Languages				
9. Representative Projects				
<p>Nature of Work:</p> <p>Year:</p> <p>Location:</p> <p>Company:</p> <p>Position Held:</p> <p>Main Features:</p> <p>Activities Performed:</p>				
<p>Nature of Work:</p> <p>Year:</p> <p>Location:</p> <p>Company:</p> <p>Position Held:</p> <p>Main Features:</p> <p>Activities Performed:</p>				
Signature:			Name:	

**Annexure VII: Format for Composition of Team and Tasks of TeamMembers**

Sr. No.	Name	Qualification & Experience Required (in Years)	Proposed Position	Task Assigned

## **Annexure VIII: Technical Proposal Submission Form**

TP-1 Technical Proposal Submission Form/ Declaration

TP-2 Bidders Organization and Confirmation to Eligibility Criteria

TP-3 Bidders Experience for Technical Evaluation

TP-4 Conceptual Clarity and Understanding of the Assignment

TP-5 Approach, Methodology and Work Plan for Performing the Assignment (maximum 10 pages limit)

TP-6 Team Composition

TP-7 Curriculum Vitae (CV) for Key Staff

TP-8 Other Relevant Documents & Submissions