



GOVERNMENT OF JHARKHAND
DEPARTMENT OF AGRICULTURE, ANIMAL HUSBANDRY & CO-OPERATIVE
(Directorate Of Soil Conservation)

Jharkhand Agriculture Machinery testing & Training Center (JAMTTC)

4th Floor Room No. – 403, Krishi Bhawan Kanke Road Ranchi-834008

E-mail-edjamttc@gmail.com, Website- www.jamttc.org.

Contact No. +919472769373 and +916513511151



Request for Proposal (RFP)

For

Selection of TPAA for Mechanization Scheme

Tender notice PR 317415 Agriculture 23-24_D date 31.01.2024

Selection of Third-Party Assessment Agency (TPAA) For Monitoring & Evaluation of State Mechanization Scheme titled as “Distribution of Agriculture Equipment to Farmers, Women SHG Etc.” implemented/ implementing During Financial Year 2020-21 to 2024-25 and onwards.

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Tender notice No. PR 317415 Agriculture 23-24_D

NOTICE INVITING TENDER FOR **SELECTION OF TPAA FOR MECHANIZATION SCHEME**

Request For Proposal (RFP) For Selection Of Third Party Assessment Agency (TPAA) For Monitoring & Evaluation of State Mechanization Scheme “Distribution Of Agriculture Equipment to Farmers, Women SHG Etc.” implemented/ implementing During Financial Year 2020-21 to 2024-25.

Executive Director (Ag Engg) JAMTTC Ranchi, working under Department of Agriculture, Animal Husbandry & Co-operative, Govt. of Jharkhand invites Technical and Financial Proposals from consultants to provide services as Third Party Assessment Agency (TPAA) for Monitoring & Evaluation of Schemes implemented/ implementing under the Department of Agriculture, Animal Husbandry & Co-Operative “Distribution of Agriculture Equipment to Farmers, Women SHG Etc.” implemented/ implementing During Financial Year 2020-21 to 2024-25. The document can be downloaded from the website <https://jamttc.org> or <https://Jharkhand.gov.in> from 31.01.2024, (16.00 hrs) to 20.02.2024 (13.00 hrs) or can be obtained personally from office of JAMTTC, Krishi Bhawan, Kanke Road, Ranchi during office hour from 11.30 am to 15.30 pm on payment of document fee in shape of required bank draft. The last date for submission of proposal is 20.02.2024 (upto 4.00 pm) only through speed post or by hand.

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 10,000/-** is to be submitted vide crossed demand bank draft from any Nationalized Bank/ Scheduled Bank in favor of “Executive Director (A Engg) JAMTTC Ranchi” payable at Ranchi.

Sd/-
Executive Director (Ag Engg)
JAMTTC Ranchi

Disclaimer

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders by Executive Director (Ag. Engg.) JAMTTC Ranchi working under the Department of Agriculture, Animal Husbandry & Co-operative, Government of Jharkhand hereinafter referred to as the "ED (Ag. Engg.) JAMTTC" 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. Any previous issued published in this regard shall be treated as cancelled.

This RFP document may not be appropriate for all persons, and it is not possible for the ED (Ag. Engg.) JAMTTC, 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.

ED (Ag. Engg.) JAMTTC, 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.

ED (Ag. Engg.) JAMTTC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

Fact Sheet
Tender Notice No.- PR 317415 Agriculture 23-24_D dtd- 31.01.2024

S. No.	Particulars	Details
1	RFP/ Tender Availability	From 31.01.2024 from 16.00 hrs to 20.02.2024 13.00 hrs
2	Last date for receiving queries	10.02.2024 at 16:00 Hrs
3	Date of Pre-Bidding Meeting	12.02.2024 at 12:30 Hrs
4	Response to queries	13.02.2024 at 16.00 Hrs
5	Proposal Due Date	20.02.2024 at 16.00 Hrs
6	Technical Proposal Opening	21.02.2024 at 11:30 Hrs or to communicated through email/website/ News paper
7	Financial Bid Opening	21.02.2024 at 15:30 Hrs or to communicated through email.
8	Letter of Award	To communicated through e-mail.
9	Start Date	To communicated through e-mail.
10	Cost of Tender Document (Non Refundable)	Rs. 10000/- (Rupees Ten Thousand only) only in the form of Demand Bank Draft
11	Earnest Money Deposit (EMD) (Refundable after submitting performance Bank guarantee)	Rs. 5,00,000/- (Rupees Five Lakhs) only in the form of Demand Bank Draft
12	Performance Bank Guarantee	Performance security @10% of quoted rate for successful bidder
13	Website for RFP Documents	https://jamttc.org
14	Method of Final Selection	Quality cum Cost Based Solution (QCBS) (Technical-70% & Financial- 30%)
15	Contact Details	Executive Director (Ag. Engg.) JAMTTC R.No.- 403, 4 th Floor Krishi Bhawan, Kanke Road, Ranchi– 834008 Jharkhand. Govt. of Jharkhand Department of Agriculture, Animal Husbandry & Cooperative Website: https://jamttc.org or https://Jharkhand.gov.in . E-Mail Id: edjamttc@gmail.com Contact no. +919472769373

Note:

1. ED (Ag. Engg) JAMTTC reserves the right to change any schedule of bidding process. Please visit website <https://jamttc.org> mentioned in document regularly for the same.
2. Proposals must be received only through speed post or by hand not later than time, date and venue mentioned in the Fact Sheet.
3. Proposals that are received after the deadline or through courier will not be considered in this selection process.

TENDER DOCUMENT FOR
SELECTION OF TPAA FOR MECHANIZATION SCHEME
Tender Notice No.- PR 317415 Agriculture 23-24_D dtd- 31.01.2024

1. Background Information

Jharkhand Agriculture Machinery testing & Training Center (JAMTTC) is an autonomous institution registered under society registration act & working under the Department of Agriculture, Animal Husbandry & Co-Operative Jharkhand Ranchi (Directorate of Soil Conservation) invites Request for Proposal for Selection of Third - Party Assessment Agency (TPAA) For Monitoring & Evaluation of State Mechanization Scheme titled as “Distribution of Agriculture Equipment to Farmers, Women SHG Etc.” implemented/ implementing During Financial Year 2020-21 to 2024-25.

2. Introduction

Improving the mechanization facility is one of the key action points taken up by the state government for expediting the aim of doubling farmer's income in Jharkhand in due courses. For supplementing these efforts, Department of Agriculture, Animal Husbandry and Cooperative (onwards referred as department) has implemented/implementing the scheme titled as “**Distribution of Agriculture equipment to farmers, women SHG etc**” or any such other similar scheme where the agricultural machines & implements are given on subsidy basis in all 24 districts of Jharkhand. The total fund allocation under the scheme during the **FY 2020-21** was Rs. 5000.00 lakhs, & during FY 2021-22 Rs.7200.00 Lakhs, during 2022-23 is Rs. 7500.00 Lakhs & during 2023-24 is Rs. 12500.00 Lakhs. During FY 2020-21, scheme was sanctioned separately for agriculture implements distribution and pump set distribution and the total fund allocation was **Rs. 2500.00 lakhs for each sector**, for FY 2021-22 & 2022-23 it is Rs. 3450.00 Lakh for each sector i.e. agriculture implements distribution and pump set distribution which is being implemented in FY 2022-23, for FY 2023-24 is Rs 12500.00 Lakhs. The scheme is likely to be continue in 2024-25 & onwards.

The Department has decided to appoint **Third Party Assessment Agency (TPAA)** for continuous monitoring, evaluation, impact study, calculating the **farm power availability** per hectare & effective implementation of the mechanization scheme in due compliance to the different government orders issued from 2021-22 to 2024-25 or onwards by the department.

3. RFP/Tender Document Objective

- I. To verify and confirm the physical distribution of implements and their uses in all 24 districts are as accordance to government orders.
- II. To verify and confirm that the fund disbursement under the scheme has been made only for the purpose and following the rules and regulations as per the prescribed department orders/notification and guidelines.
- III. To ascertain that due diligence has been done in selection of SHG or beneficiaries and proper disbursement of fund under the scheme.
- IV. To verify and confirm that proper books of accounts are maintained at each districts level with respect to distribution of farm machines/implements/ mini & big tractors/power tillers etc under the scheme.
- V. To ascertain the impact & use of farm machines/implements/ tractors/power tillers/Pump sets etc.
- VI. To calculate the change in farm power availability in districts & state level.
- VII. To analyze the data received through GPS system fitted in Mini Tractors /other machines/big tractors and other data/ details received from the district officers and to provide feedback/suggestions in accordance to these data.
- VIII. To deploy manpower at head quarter and field level as mentioned in this EoI.
- IX. To provide detail evaluation report district & year wise in colored booklet (bonded hard copy, 25 Nos/district/year)

4. Eligibility Criteria 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 this RFP/Tender documents. The Bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the services for making impact assessment study. 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:

S.No	Criteria	Requirements	Documentary Evidence to be attached with proposal
1	Legal Entity	The Bidder should be Consulting firm/ registered Institution/Organization Registered under Indian Trust Act/ Societies Registration Act/Companies Act or Research Institutions.	Certificates of Registration/ Registration certificate with respective institute/authority.
2.	Experience	The bidder should have working experience of such an evaluation work of 10 years and at least one study/report submission for the state /national level.	Registration certificate / Constitution certificate/ office order or any other valid documents in support of 10 years experience to establish eligibility.
3.	Financial Capacity/ Turn over	The Bidder should have an average annual turnover of Rs. 500.00 lakhs or more in last 3 financial years (FY 2020-21, 2021-22 and 2022-23).	Attach original Certificate from the chartered accountant on his letter head in with UIDIN No. for FY 2020-21, 2021-22 and 2022-23) supported with Copies of the above mentioned last 3 financial years ITR filed receipts.
4.	Blacklisting	The Bidder should not have been blacklisted /debarred from work by any State Government or Central Government entity/ PSU in the last 5years and no any criminal cases / proceeding pending against firm/ or its director(s).	An original affidavit from notary/first class magistrate on a non judicial stamp paper of Rs 50.00 or above. False certification and / or non-disclosure will lead to forfeiture of the EMD and disqualification from the evaluation process and blacklisting by the Govt. of Jharkhand.

5. Instruction to the Bidders

5.1 General Conditions of Contract

- All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the ED (Ag. Engg) JAMTTC on the basis of this RFP.
- 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 ED (Ag. Engg) JAMTTC. Any notification of preferred Bidder status by the ED (Ag. Engg) JAMTTC shall not give rise to any enforceable rights by the Bidder. The ED (Ag. Engg) JAMTTC may cancel this tender at any time prior to a formal written contract being executed by or on behalf of the ED (Ag. Engg) JAMTTC.
- This RFP supersedes and replaces any previous public documentation/published RFP or communications, and Bidders should place no reliance on such communications.

6. Definitions

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

- “Bidder” means firm/ company who submits proposal in response to this Request for Proposal document.
- “Consultant” or “Advisor” means the firm/ company, selected through competitive tendering in pursuance of this RFP, for providing the services under the Contract.
- “Authority” means firm/ company who submits proposal in response to this Request for Proposal document.
- “ED (Ag. Engg) JAMTTC” means Executive Director (Ag. Engg.) Jharkhand Agriculture Machinery Testing & Training Center, Ranchi.
- “Contract” means the Contract entered into by the parties for providing the advisory/consultancy services.

- f. "Personnel" means professional and supporting staff provided/deployment by the Consultant/ Advisor to perform Services to execute an assignment and any part thereof.
- g. "Proposal" means proposal submitted by Bidders in response to the RFP issued by the ED (Ag. Engg) JAMTTC.
- h. "Services" means the work to be performed by the Third Party Assessment Agency (TPAA) pursuant to this RFP and to the Contract to be signed by the parties in pursuance of any specific assignment awarded by the ED (Ag. Engg) JAMTTC on behalf of Government of Jharkhand, Department of Agriculture, Animal Husbandry & co-operative (Agri. Division).
- i. "Department" means the Department of Agriculture, Animal Husbandry & co-operative (Agri. Division)

7. Compliant Tenders/ Completeness of Response

- a. Bidders are advised to study all instructions, forms, terms, requirements and other appendices and other information in the RFP documents carefully. Submission of the bid/ Proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this RFP.
 - ii. Submit the forms as specified in this RFP and respond to each element in the order asset out in this RFP.
 - iii. Include all supporting documentations specified in this RFP.
- c. **The Proposals must be complete in all respects, indexed and spirally/Hard bound. The proposal not submitted in spirally/hard bound would be summarily rejected. The page numbers must be clearly marked on each page and cross reference be indicated on the Index Page.**

8. Pre-bid meeting & Clarifications

8.1 Bidders Queries

- a. ED (Ag. Engg) JAMTTC shall invite queries from Bidders as per the details mentioned in the Fact Sheet of this document
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to ED (Ag. Engg) JAMTTC by **email (Word File Only)** on or before last date for sending pre-bid queries mentioned in Fact Sheet of this document through the e-mail of only authorized representative of the Bidder. The queries should necessarily be submitted in the following format:

Section/ Page No.	Content of RFP Requiring Clarifications	Change/Clarification Requested	Remarks

- c. ED (Ag. Engg) JAMTTC shall not be responsible for ensuring that the Bidder's queries have been received by them. Any requests for clarifications of post after the indicated date and time may not be entertained by the ED (Ag. Engg) JAMTTC.
- 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, ED (Ag. Engg) JAMTTC reserves the right to hold or re-schedule the Pre-Bid meeting.

8.2 Responses to Pre-bid Queries and Issue of Corrigendum

- a. The Officer notified by the, ED (Ag. Engg) JAMTTC will endeavor to provide timely response to the queries. However, ED (Ag. Engg) JAMTTC makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does ED (Ag. Engg) JAMTTC 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, ED (Ag. Engg) JAMTTC, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, have right to modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications (if any) to the queries from all Bidders will be uploaded on the JAMTTC website <http://www.jamttc.org/> or <https://Jharkhand.gov.in>.
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.

- e. To provide prospective Bidders reasonable time for taking the corrigendum into account, ED (Ag. Engg) JAMTTC may, at its discretion, extend the last date for the receipt of Proposals.

9. Rights to terminate the process

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

10. RFP Document Fees

- a. RFP document can be downloaded from the website <http://www.jamttc.org/> or <https://Jharkhand.gov.in> or by paying a non refundable bid submission/document fee of **INR 10,000/- (Ten thousand)** in form of demand bank issued from any nationalized bank/ scheduled bank in favor of **"Executive Director (A. Engg) JAMTTC, Ranchi"** payable at "Ranchi."
- b. The demand bank draft of RFP document fees should be submitted along with technical proposal and photo copy of bank draft should be enclosed with bid proposals. Proposals received without or with inadequate fee and with wrong designation (as mentioned above) the proposal/order shall be summarily rejected.

11. Earnest Money Deposit

- a. Bidders shall submit, along with their Bids, a non refundable **EMD of INR 5,00,000/- (Rupees five Lakh Only), in the form of a Demand Bank Draft issued in favor of "Executive Director (A Engg) JAMTTC , Ranchi", payable at Ranchi**, and should be valid at least for 60 Days from the tender submission/due date of the RFP/Tender.
- b. EMD of all unsuccessful Bidders would be refunded by ED (Ag. Engg) JAMTTC, within 60 Days of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder may kept as performance guarantee or may be returned without interest upon submission of **Performance Bank Guarantee** for more than six month of contract period signed as per the format provided in Appendix IV and as defined in section "Contract Performance Guarantee" of this document.
- c. EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest.
- 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.

12. Submission of Responses

- a. **Technical Cover (containing)**
 - i. EMD, and Bid Document Fees (in a separate sealed envelope)
 - ii. Power of Attorney, Cover letter and Eligibility Criteria mentioned in Section 4
 - iii. Technical Proposal (RFP Document all pages, all supporting papers signed with seal, numbered and spirally/hard bonded.)
- b. **Financial Proposal (containing)**
 - i. Cover Letter
 - ii. Financial Proposal in Annexure III sealed envelope mentioning rate in figure & word both and any difference will be summarily rejected the proposals.

13. 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 II mentioned in this RFP.

14. Preparation and Submission of Proposal

14.1 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 ED (Ag. Engg) JAMTTC to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. ED (Ag. Engg) JAMTTC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

14.2 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.

14.3 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/courier services etc. shall not be considered. No correspondence will be entertained on this matter.
- c. ED (Ag. Engg) JAMTTC shall not be responsible for any speed post postal delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained.
- d. ED (Ag. Engg) JAMTTC reserve the right to modify and amend any of the above-stipulated condition/ criterion depending upon project priorities vis-à-vis urgent commitments.

15. Evaluation Process

- a. ED (Ag. Engg) JAMTTC may constitute a Proposal Evaluation sub Committee to evaluate the responses of the Bidders.
- b. The Proposal Evaluation Committee constituted by the ED (Ag. Engg) JAMTTC/Department shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to show 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.

16. Tender Opening

The Proposals submitted up to date and time mentioned in this RFP document by Proposal evaluation committee authorized by ED (Ag. Engg) JAMTTC, 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.

17. Tender Validity

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

18. Tender Evaluation

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

19. 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 request to the ED (Ag. Engg) JAMTTC, Ranchi.
- 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/ performance security from the Bidder.

20. 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.

21. 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 ED (Ag. Engg) JAMTTC 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 ED (Ag. Engg) JAMTTC. Neither any change in the time schedule of the Contract nor any financial adjustments arising there-of shall be permitted by the ED (Ag. Engg) JAMTTC 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.

22. Contacting Executive Director (Ag. Engg.) JAMTTC, Ranchi.

Any effort by a Bidder to influence the Proposal evaluation, Proposal comparison or Contract award decisions may result in the rejection of the Proposal.

Bidder shall not approach ED (Ag. Engg) JAMTTC or officers concerned after office hours and/or outside JAMTTC office premises, from the time of the Proposal opening till the time the Contract is awarded.

23. 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 and any amendment can be done without explaining the reason. The date of opening of financial bid will be as per fact sheet or next date may be decided by the tender committee.

24. Opening of Proposal

Firstly the technical bid/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 & the sequence of opening will be as follows:

- a. Technical bid opening
- b. Financial bid opening

25. Deciding Award of Contract

- a. The ED (Ag. Engg) JAMTTC 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 ED (Ag. Engg) JAMTTC and its appointed representative on the date asked for, at no cost to the ED (Ag. Engg) JAMTTC. The ED (Ag. Engg) JAMTTC may at its discretion, visit the office of the Bidder any-time before the signing of Agreement.
- b. ED (Ag. Engg) JAMTTC shall inform those Bidders whose Proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Financial Proposals will not be opened after completing the selection process. ED (Ag. Engg) JAMTTC shall simultaneously notify those Bidders who qualify for the Evaluation process as described in this Tender Document, as per the date mentioned in this factsheet or the date and time set for opening of Financial Proposals and such notices/notification will be sent by email.
- 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 ED (Ag. Engg) JAMTTC at the opening of financial bid.
- d. After acceptance of LoA Performance Security shall be deposited as specified in this document for signing an Agreement with ED (Ag. Engg) JAMTTC.
- e. Special Condition for Awarding the Agreement:
 - i. ED (Ag. Engg) JAMTTC will sign the Agreement with Successful Bidder for a period as mentioned in 'Duration of Contract' in the document.
 - ii. ED (Ag. Engg) JAMTTC may extend the Agreement on mutually agreed terms and conditions for a time period beyond what has been specified in 'Duration of Contract' in the document.
 - iii. ED (Ag. Engg) JAMTTC 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. **ED (Ag. Engg) JAMTTC will have the right to ask for additional Team members beyond what has been specified in this RFP.**

26. 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 whatsoever.
- 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 the data/information 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.

27. Publicity

Any publicity by the Bidder containing the name of department/JAMTTC etc should be done only with the explicit written permission from ED (Ag. Engg) JAMTTC.

28. Execution of the Agreement

After acknowledgement of the Letter of Award (LoA) by the selected Bidder, a performance guarantee of 10% of quoted Professional Fee has to deposited in the form of FDR/TDR/DD/BG of any nationalized/ scheduled bank in the name of ED (Ag. Engg) JAMTTC, Ranchi, Government of Jharkhand.

In case of the performance guarantee deposit by bank guarantee that shall be valid for period of 6 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 after the completion of the initial term.

29. Performance Guarantee

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

30. Duration of Contract

The total duration of this assignment is around **three years** from the date of Signing of agreement/issue of office order. The performance evaluation & regular monitoring work of all the districts & of state level data compilation shall be done from the date of signing of the agreement. The report shall be submitted daily/ monthly/quarterly or annually as required by JAMTTC & a hard copy at the end of every quarter from date of signing of the contract.

31. Terms and Conditions: Applicable Post Award of Contract

31.1 Termination Clause

ED (Ag. Engg) JAMTTC may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 45 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 ED (Ag. Engg) JAMTTC; 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 ED (Ag. Engg) JAMTTC is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract; or
- iv. If the selected Bidder commits breach of any condition of the Contract If ED (Ag. Engg) JAMTTC terminates the Contract in whole or in part then amount of Performance Guarantee shall be forfeited.
- V. If the selected bidder fails to deploy the required man power of fill up the any vacancy arise within the three month of vacant post.

31.2 Termination for Default

- a. ED (Ag. Engg) JAMTTC may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 45 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 ED (Ag. Engg) JAMTTC; 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 ED (Ag. Engg) JAMTTC 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 ED (Ag. Engg) JAMTTC terminates the Contract in whole or in part then amount of Performance Guarantee shall be forfeited.

31.3 Termination for Insolvency

ED (Ag. Engg) JAMTTC may at any time terminate the Contract by giving a written notice of at least 30 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 ED (Ag. Engg) JAMTTC.

31.4 Termination for Convenience

- a. ED (Ag. Engg) JAMTTC, by a written notice of at least 30 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 the department/JAMTTC'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, ED (Ag. Engg) JAMTTC 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 is 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.

31.5 Termination by ED (Ag. Engg) JAMTTC

- a. The ED (Ag. Engg) JAMTTC may, by not less than 30 days a 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 ED (Ag. Engg) JAMTTC 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 ED (Ag. Engg) JAMTTC a statement which has a material effect on the rights, obligations or interests of the ED (Ag. Engg) JAMTTC and which the selected Bidder knows to be false;
- b. Any document, information, data or statement submitted by the 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 30 days
- c. If the ED (Ag. Engg) JAMTTC 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 ED (Ag. Engg) JAMTTC would like to terminate the Contract for reasons attributable related to the selected Bidder's performance; the department/JAMTTC will give a rectification notice for 2 months to the Consultant/ Advisor in writing with specific observations and instructions.

31.6 Termination by the selected Bidder

- a. The selected Bidder may, by not less than 60 days written notice to the ED (Ag. Engg) JAMTTC, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 - i. ED (Ag. Engg) JAMTTC 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 Technical Consultant may have subsequently agreed in writing) following the receipt by the ED (Ag. Engg) JAMTTC of the selected Bidder's notice specifying such breach
 - ii. If there are more than 10 unpaid invoices and ED (Ag. Engg) JAMTTC 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.
- iv. The ED (Ag. Engg) JAMTTC 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 ED (Ag. Engg) JAMTTC to the selected Bidder within 60 days of the Contract termination

31.7 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), ED (Ag. Engg) JAMTTC 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 ED (Ag. Engg) JAMTTC to invoke the ED (Ag. Engg) JAMTTC Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/ or remedies that may be available ED (Ag. Engg) JAMTTC 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.

32. Liquidated Damages/ Penalty Clause

- a. Notwithstanding ED (Ag. Engg) JAMTTC 's right to cancel the order, Liquidated Damages (LD)/ Penalty for late delivery at 1% (One percent) of the fee quoted 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 majeure/ situation beyond control of the Bidder.
- b. Please note that the above LD/ Penalty for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case maybe.
- c. ED (Ag. Engg) JAMTTC reserve its right to recover these amounts by any mode such as adjusting from any payments to be made by ED (Ag. Engg) JAMTTC to the Bidder. Liquidated damages will be calculated on per week basis.
- d. The cumulative and aggregate limit of LD/ Penalty for delay in delivery and LD for delay in commissioning would be limited to maximum of 10% of the quoted Professional Fee. The aggregate liability of the Consultant/ Advisor shall in no event exceed the total value of the fee received under this Contract.
- e. Delay in deployment of team members, non filling of vacant post within two month the penalty will be levied as per above provision.

33. Dispute Resolution Mechanism

- a. The ED (Ag. Engg) JAMTTC and the bidder shall make every effort to resolve amicably by direct negotiations, any disagreement or dispute, arising between them under this order.
- b. If after 30 days from the commencement of such direct negotiations, the dispute is not resolved it shall be referred to "Secretary/Principal Secretary, department of Agriculture, cooperative & Animal husbandry cum president JAMTTC, Government of Jharkhand" shall be final and binding upon both parties.
- c. Pending the submission of and/or decision on a dispute, difference or claim or until the matter is decided by "Secretary/Principal Secretary, department of Agriculture, cooperative & Animal husbandry cum president JAMTTC, Government of Jharkhand" the bidder shall continue to perform all its obligations under this agreement without prejudice of final adjustment in accordance with such award.
- d. The ED (Ag. Engg) JAMTTC 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/Principal Secretary, department of Agriculture, cooperative & Animal husbandry cum president JAMTTC, Government of Jharkhand"

34. 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/speed post or by hand. 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.

35. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or ED

(Ag. Engg) JAMTTC 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 etc.
- 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 ED (Ag. Engg) JAMTTC 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.
- d. 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 ED (Ag. Engg) JAMTTC 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.
- e. In case of a Force Majeure, all Parties will endeavor 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.

36. Failure to agree with Terms and Conditions of the RFP

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 ED (Ag. Engg) JAMTTC 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.

37. Deployment of Personnel

The proposed team is required to work in close coordination with ED (Ag. Engg) JAMTTC and other associated offices /branch office of the ED (Ag. Engg) JAMTTC & soil conservation offices in state & in districts. Whenever required, the proposed team has to follow the working hours, working days and even on Holidays of Jharkhand State Government. Any vacancies arises within the contract period should must be filled within three month.

38. Contract Performance Guarantee

- a. Within 7 days after the receipt of letter of award (LoA) of the Contract from the ED (Ag. Engg) JAMTTC , the successful Bidder shall furnish Contract Performance Guarantee to the ED (Ag. Engg) JAMTTC , Ranchi, which shall be equal to 10% of quoted Professional non recurring Fee and shall be in the form of a FDR/TDR/DD/BG of any nationalized/ scheduled bank in the Performa “Annexure V” given here-in-after in this document valid for period of 6 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 90 days following the date of completion of the monitoring/evaluation performance obligations, including any warranty obligations under the Contract.

39. 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 ED (Ag. Engg) JAMTTC indemnified in this regard.

40. Contract administration

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 ED (Ag. Engg) JAMTTC or his 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 ED (Ag. Engg) JAMTTC or his representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract as defined in this Tender/RFP. The ED (Ag. Engg) JAMTTC may have a meeting with the officials of bidders and minutes of these meetings will be circulated by the ED (Ag. Engg) JAMTTC to all concerned officers of the department & bidders and their representatives.
- v. A committee comprising of representatives of the ED (Ag. Engg) JAMTTC and the Selected Bidder shall meet on a monthly basis to discuss any issues/ bottlenecks being encountered. The Selected Bidder shall draw the minutes of these meetings and circulate to the ED (Ag. Engg) JAMTTC.

41. Right of Monitoring, Inspection and Periodic Audit

The ED (Ag. Engg) JAMTTC 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 ED (Ag. Engg) JAMTTC 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 ED (Ag. Engg) JAMTTC 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 ED (Ag. Engg) JAMTTC and the Selected Bidder undertake to cooperate with and provide to the ED (Ag. Engg) JAMTTC / any other Consultant/ Advisor/ Agency appointed by the ED (Ag. Engg) JAMTTC, 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 ED (Ag. Engg) JAMTTC may, without prejudice to any other rights that it may have, issue a notice of default.

42. JAMTTC Obligations

- a. The ED (Ag. Engg) JAMTTC or his 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.
- b. ED (Ag. Engg) JAMTTC 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.
- c. ED (Ag. Engg) JAMTTC shall provide only functional office space (2 room or 200 to 300 sq ft space) to the Project Team in its premises of Krishi Bhawan/JAMTTC training center campus at Hehal, Ranchi only equipped with electric power & Internet facilities.
- d. No office furniture, computer/laptop, printer, photo copier etc. or vehicle will be provided but in special circumstances, on the discretion of ED (Ag. Engg) JAMTTC or in special case may be provided by JAMTTC.

43. Information Security

- a. 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 ED (Ag. Engg) JAMTTC, out of premises, without prior written permission from the ED (Ag. Engg) JAMTTC.
- b. The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by ED (Ag. Engg) JAMTTC, whichever is earliest, return any and all information provided to the Selected Bidder by

ED (Ag. Engg) JAMTTC, including any copies or reproductions, both hard copy and electronic copy.

44. Indemnity

The Selected Bidder shall execute and furnish to the ED (Ag. Engg) JAMTTC, a Deed of Indemnity in favour of the ED (Ag. Engg) JAMTTC, Government of Jharkhand, in a form and manner acceptable to the ED (Ag. Engg) JAMTTC, indemnifying ED (Ag. Engg) JAMTTC 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:

- Negligence or wrongful act or omission by the Selected Bidder or it's team or any Agency/ Third Party in connection with or incidental to this Contract; or
- 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/ Third Party.
- The maximum indemnity shall be to the extent of Monthly Professional Fee in favour of the ED (Ag. Engg) JAMTTC.

45. Payment schedule

45.1 Fees 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. ED (Ag. Engg) JAMTTC however reserves the right to review and negotiate the charges payable.

45.2 All the recurring fee/salary/CTC etc will be reimbursed to bidder as on actual staff engaged and their presence on monthly/quarterly/half yearly basis. For smooth running an advance for one/two quarter may be given to bidder on demand but next quarter fee will be given only after submission of details of previous advance.

45.3 Non-Recurring (NR) **Professional Fee Payment Matrix** Payment schedule should be on the basis of time bound deliverables would be as under as per below table:

SNo	Stage/Activity	Stages	Payment of Professional Fee (NR) (%)					
1.	Signing of the contract	Initiation of study and furnishing of signed contract by Consultant with Performance Guarantee.	After submission of Performance Guarantee & signing of contract - 30% of total non recurring fee of 3Yr will be given and 10% security for final payment in/after last month will be kept.					
2.	Start of monitoring and evaluation work Submission of first monthly/quarterly Report	After Providing Performance Guarantee and joining of all members of team composition, start of monitoring & study, verification and information collection, submission of first monthly report in hard bound 10 copies by the end of 1st quarter from signing of the contract. Every quarterly report in hard bound 10 copies & yearly report hard bound 20 copies. Final report of each year of 20 copies to be submitted by the end of every FY.	1 st installment - April - September. 2 nd installment - October - March 1 st year (Oct. 2024- Mar. 2025) - 15 % 2 nd year (Apr. 2025- Sept. 2025) - 15 % 2 nd year (Oct. 2025- Mar. 2026) - 15 % 3 rd year (Apr. 2026- Sept. 2026) - 15 % 3 rd year (Oct. 2026- Feb. 2027) - 15 % 3 rd year (Final Mar. 2027) - 1 % Example of Non Recurring Payment- i) Total Term - 3 year ii)Total Non-Recurring fee 3 Yr in Lakhs					
			Yr	Fee	Adv 30%	1 st 30%	2 nd 30%	Final 10%
			1 st	50	15	15	15	5
			2 nd	30	9	9	9	3
			3 rd	40	12	12	12	4
			GT	120	36	36	36	12
3.	Acceptance of the Final Report	Acceptance of the year wise abstract of final Report of scheme for FY 2021-22 to 2025-26 by the Competent Authority / ED (Ag. Engg) JAMTTC within 7 working days of receipt of final report.						

45.4 All out of pocket expenses/field travel cost and regulatory charges/taxes to be built in/given in the

financial bid.

45.5 No TA/ DA will be given for submission of proposal/pre bid meeting or any other meeting with ED (Ag. Engg) JAMTTC for approval of proposal any presentation or review of progress during the contract period.

46. Special Conditions of Contract

Amendments of, and Supplements to, Clauses in the General Conditions of Contract may be done by ED (Ag. Engg) JAMTTC without giving reason to the bidders.

47. 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.

48. Conflict of interest

The Bidder shall disclose to ED (Ag. Engg) JAMTTC 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.

49. 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.

50. 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 or official correspondence letter in English/Hindi.

51. “No Claim” Certificate

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

52. 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 ED (Ag. Engg) JAMTTC first gives its written consent to the selected Bidder.

53. General Relationship between the Parties

- a. Nothing in the Contract constitutes any fiduciary relationship between the ED (Ag. Engg) JAMTTC and Selected Bidder/ Bidder are Team or any relationship of employer employee, principal and agent, or partnership, between the ED (Ag. Engg) JAMTTC and Selected Bidder.
- b. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.
- c. ED (Ag. Engg) JAMTTC will not be under any obligation to the Implementation Consultant’s/ Advisor’s Team except as agreed under the terms of the Contract.

54. No Assignment

The Selected Bidder shall not transfer any interest, right, benefit or obligation under the Contract without the prior written consent of the ED (Ag. Engg) JAMTTC.

55. 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 ED (Ag. Engg) JAMTTC notifies the Selected Bidder of its release from those obligations.

56. 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.

57. Governing Law

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

58. Jurisdiction of Courts

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

59. Compliance with Laws

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

60. Notices

A "Notice" means:

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

ED (Ag. Engg) JAMTTC

4th floor Krishi Bhawan

Kanke Road

Ranchi-834008

E-mail id: edjamttc@gmail.com Mobile. +919472769373 Website- www.jamttc.org

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.

61. 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.

62. Modification

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

63. Taxes

The Bidder shall pay service and other applicable taxes/GST, if any, imposed on the Services under this Contract. On payment to the bidder a **TDS for GST and Income Tax** will be deducted as per prevailing rules.

64. Application

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

65. Fraud and Corrupt Practices

65.1 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 ED (Ag. Engg) JAMTTC 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 ED (Ag. Engg) JAMTTC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.

- b. Without prejudice to the rights of the ED (Ag. Engg) JAMTTC under Clause above and the rights and remedies which the ED (Ag. Engg) JAMTTC may have under the LoA or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority 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 ED (Ag. Engg) JAMTTC during a period of <period, suggested 3 (three) > years from the date such Bidder, as the case may be, is found by the ED (Ag. Engg) JAMTTC 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 maybe.
- 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 ED (Ag. Engg) JAMTTC 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 ED (Ag. Engg) JAMTTC, 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/ adviser of the ED (Ag. Engg) JAMTTC 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 ED (Ag. Engg) JAMTTC 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 Selection Process.

66. Scope of Work

- i. To assess and carry out daily/weekly/monthly/quarterly or annually the continuously monitoring, evaluation impact study of the implementation of scheme viz. state scheme implemented/implementing during the FY **2020-21 to 2023-24** in pursuance to Department notification/letters/guidelines. District wise physical & financial target is as per G.O. No.33 dtd 09.12.2020, G.O. No. 95 dtd 31.03.2022, G.O. No. 42 dtd 11.11.2022 & **G.O. No. 56 dtd 06.11.2023** or to be issued can be downloaded from website www.jamttc.org. or may be obtained from office.
- ii. To verify and confirm the physical distribution of Mini tractor, power tiller, big tractors etc or any other agricultural machineries against each G.O. supported with proper documents/ bills as per the targeted figure & as per list available with district level officers
- iii. To verify and confirm that the fund disbursement under the scheme has been made only for the purpose and

following the rules and regulations as per the prescribed department notification and guidelines.

- iv. To ascertain that due diligence has been done while selection of beneficiaries and the disbursement of fund under the scheme by the district level officers.
- v. To verify and confirm that proper books of accounts are maintained at each districts level with respect to distribution of machines under the scheme.
- vi. To verify and confirm the proper use of machines by the beneficiaries.
- vii. To calculate the yearly change in farm power availability per hectare due to implementation of these schemes.

67. Overview of Scheme Component / Department Guidelines.

Scheme relates to distribution of Mini tractor, Power tillers, Agricultural implements/ machines, Pumpset etc. to Women SHG/ Farmers from the State scheme during the FY 2020-21 & the total fund allocation under the scheme was INR 5000.00 Lakhs. During FY 2021-22 the total fund allocation was INR 7200.00 lakhs Out of which only 6900.00 Lakhs was withdrawn from treasury and transferred to PL account of JAMTTC & the scheme implementation is under progress. During FY 2022-23 the total fund allocation was INR 7500.00 lakhs Out of which only Rs. 3450.00 Lakhs was withdrawn from treasury and transferred to PL account of JAMTTC & Rs. 3450.00 Lakhs has been allotted to field officers, the scheme implementation is under progress.

68. Distribution of Agricultural implements/ machines, Pumpsets etc for FY 2020-21 to 2024-25

- a. FY 2020-21- Based on the availability of funds at the district level, after seeking due approval from the Deputy Commissioner of the district, schemes were taken up for implementation.
- b. FY 2021-22 & FY 2022-23 the scheme implementation is under progress.
- c. The cost of farm machinery distribution will be shared between the state government and SHG is in the ratio 80:20 & in case of pumpset distribution the ratio is 90:10 or any other ratio to be decided by the department .
- d. ED (Ag. Engg) JAMTTC, Department of Agriculture, Animal Husbandry and Co-operative is the implementing agency for implementation of the scheme for farm machinery distribution.
- e. Regular monitoring and evaluation of the scheme has to be conducted by GPS, field verification by the third party/bidder.
- f. The detail of scheme has been mentioned in different Government Orders.
- g. The Geo-Tag photographs & GPS data are available with office which helps the party/bidder to reach at farmers address.

69. Role of JAMTTC

- i. ED (Ag. Engg) JAMTTC shall arrange and coordinate with internal and others/field officers.
- ii. ED (Ag. Engg) JAMTTC/field officers have to provide all necessary documents and reports necessary for the assignment given to the Consultant.
- iii. ED (Ag. Engg) JAMTTC shall provide ample space and basic amenities like basic furniture, access to internet/ Wi-Fi to the Consultant team in campus of JAMTTC Hehal/Krishi Bhawan Kanke road Ranchi.
- iv. Techno/ Commercial and Financial Data: The Client shall provide all necessary techno commercial and financial information relevant to the evaluation work.
- v. ED (Ag. Engg) JAMTTC shall provide all support, cooperation and availability of documents and information in conducting the monitoring & field verification work in all the districts.

70. Team Composition, Qualification, Experience, Honorarium and Service condition of staff.

- a. The team has to work from the offices space provided and will be available on call to the ED (Ag. Engg) JAMTTC. The firm/bidder shall make available the resource person / team members for meetings with ED (Ag. Engg) JAMTTC or any other government officials in Jharkhand. The agency may deploy their own staff engaged with firm or may appoint for project period, as per qualification and experience mentioned in this document. The complete team has to join within one month from the date of assigning of agreement between party and ED (Ag. Engg) JAMTTC.

- b. The composition of the core team leader/team member/staff & their preferable qualification, experience and honorarium (Recurring Expenditure) would be as mentioned below:-

S. No.	Key position	No.	Qualification And Experience	Honorarium / Month or Max. CTC/Year (Rs)	Working Days Requirement
1	Senior consultant (Team Leader)	1	- Degree in Agriculture Engg. or M. Tech. in Farm Machinery - 10 years Exp. For Degree holder & 8 years Exp. for M. Tech. in FM. - Ample experience of evaluation, impact and conducting/working of similar studies/ farm machinery job/responsibility in government schemes.	1,00,000 to 1,50,000/ M OR CTC 20,00,000.00/ Yr	Approx 700-800 days for 36 month computed @ 20-22 days/ month average working days.
2	Agri. Field Officer (As Agri. Expert)	1	- Master degree in Agronomy/ M. Tech. in Farm Machinery - Ample 2-3 Year working Experience as field Job/ Experience with SHG/farm machineries/ tractors industries etc.	60,000 to 80,000/ M OR CTC 12,00,000.00/ Yr	Approx 800-900 days for 36 month/ member computed @ 22-25 days/ month average working days .
3	Asst. Engineer (FM) (As Farm Machinery / Technical Expert)	4	- Degree in Agri. Engineering -3 - Degree in Mechanical/ Automobile Engineering -1 - Preference to field working Experience/ apprenticeship / special training of farm machinery uses and tractor/power tiller/ machine repair & maintenance.	50,000 to 60,000/ M OR CTC 8,00,000.00/ Yr	-Do-
4	Project officer (Female) As Team Member	1	- Master Degree in Sociology/ MSW/PGDRD or equivalent.- - 1-2 years Exp. Working with women SHG	50,000 to 60,000/ M OR CTC 8,00,000.00/ Yr	-Do-
5	GPS Expert	1	- PG in GIS and remote sensing or Degree/Diploma/Certificate course of GIS/GPS or equivalent. - 1-2 years Experience of use of GPS in Tractor/vehicles will be preferred.	50,000 to 60,000/ M OR CTC 8,00,000.00/ Yr	
6	Technical Assistant (Farm Machinery)	4	- Degree/ Diploma in Agri. Engineering/ Mechanical / Automobile Engineering - 1 year Exp. of field work or in workshop will be preferred.	25,000 to 35,000/ M OR CTC 5,00,000.00/ Yr	-DO-
7	Technical Assistant (computer & IT)	2	- Degree of BCA/IT or DCA with an exp. of 2 years in data entry, data analysis and typing skill of Hindi will be preferred.	25,000 to 35,000/ M OR CTC 5,00,000.00/ Yr	-Do-
8	Multi Tasking Staff. (Male-2 Female-2)	4	- Intermediate / ITI (Mechanical, automobile, diesel Mechanic or Equivalent) - 1-2 Years Exp. of handling office work/ photo copier handling/ field work/office & workshop cleaning/ /tractor driving etc.	15,000 to 20,000/ M OR CTC 2,50,000.00/ Yr	-DO-
9*	Project coordinator/ Young Professional	-	B.Sc. Agriculture / Degree or Diploma in Ag Engg./ Mechanical Engg/ Automobile Engg preferably Trained person from JAMTTC/ Apprenticeship certificate holder from reputed institutions to be posted at District/ HQ level As per JAMTTC GB Norms.	As per JAMTTC GB Norms & approval.	As per JAMTTC Requirement & they may support & work with consultant team
	TOTAL	18			

- c. At * S.No.- 9 the Staff selected and deputed are optional & that may work with district level officers/bidder team & their fixed honorarium (Diploma Holder @ Rs 25,000.00/Month & Degree Holder @ Rs. 35,000.00/Month or as decided by the department/ GB of JAMTTC) may be paid them either from JAMTTC or Through bidder on mutual consent.

- d. Bidder can deploy more than 18 team members or field staff for effective monitoring & timely evaluation.
- e. Except Jharkhand Government holiday and casual leave (Max 16 days in one calendar year) no any other paid leave will be admissible, however on urgency the office may be open on holidays & then compensatory leave (Accumulated only on quarterly basis) may be admissible in lieu of worked done on govt. holidays. The working days and office time will be as in tune of JAMTTC.
- f. The T.A for actual field visit/ vehicle allowances will be limited within CTC limit and allowances will be admissible as per norms fixed by bidder and ED (Ag. Engg), JAMTTC on mutual consent.
- g. Any other allowances & annual increment with a satisfactory report of services from JAMTTC (maximum 10%) may be given by the consultant as per their norms but within the limit of maximum CTC mentioned against each post or annual budget (Recurring exp.) given in financial bid “Annexure III”.
- h. There will be no responsibility of ED (Ag. Engg) JAMTTC Ranchi / Department of Agriculture, Animal Husbandry & Co-Operative/ Govt. of Jharkhand for continuation/ absorption of staff engaged by the bidder during the validity period of this RFP/extended period (if any) and an affidavit of this concerned have to be submitted by the bidder and employee to ED (Ag. Engg), JAMTTC, Ranchi.
- i. Above mention salary and CTC is symbolic not exhaustive. The consultancy agency has liberty to deploy their own staff or may appoint as per their rule. In no case any claim of absorption of such staff in JAMTTC or in the department will be entertained.
- j. Non performing staff or vacant post has to replace/change by the agency within the two month from the notice of JAMTTC.

71. Evaluation & Selection

71.1 Initial Bid Scrutiny - 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
- viii. Without the detail sheet of honorarium calculation as of recurring expenditure.

71.2 Proposal Evaluation -

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

The officials of JAMTTC/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. The officials of JAMTTC/Proposal Evaluation Committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids documents are generally in order.
- b. The ED (Ag. Engg) JAMTTC may conduct clarification meetings/pre-bid meeting 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 and manpower deployment.
- 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.

71.3 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, page numbered, document spirally bonded 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.

71.4 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.

71.5 Marks for Technical Evaluation

S. No.	Technical Proposal Evaluation Parameters	Max Marks	Supporting Documents
1	<u>Working Experience of Monitoring/Evaluation work with Govt. (Agriculture/ Welfare / Rural Dept)</u> - With central govt. or other state : 10 marks - With Govt. of Jharkhand : 20 marks	20	Document/certificate /office order from concerned authorities.
2	<u>Age of the firm as on 31.12. 2023</u> - More than 5 years up to 10 years :10 marks - More than 10 years : 15 marks	15	Copy of constitution certificate of the firm/copy of latest partnership deed/ work order/ completion certificate of work done.
3	<u>Turnover of the firm:</u> Average annual turnover signed from an Auditor (FY 2020-21, 2021-22, 2022-23,) 100 – 400 Lakhs : 10Marks 401 – 500 Lakhs : 15 marks - Above 501 Lakhs : 20 Marks	20	An original Certificate on letter head of a statutory auditor audited financial statements for the three previous financial years & ITR of last 3 years i.e. FY 2020-21, 2021-22, 2022-23
4	<u>Head office or Branch office in Jharkhand:</u> Firm has office/existence of more than 10 years in Jharkhand.	10	Copy of Rent payment receipts/ MoU/ electricity bill or such relevant document/ certificate as proof of office/existence.
5	<u>Past Experience/ assignment in last 10-years:</u> *Completed at least 2 work of as Third Party Assessment Agency (TPAA) for evaluation of Government Scheme (s) or any other similar consultancy or monitoring/evaluation/execution work in Government Department - 10 marks *Completed at least 1 such type of work covering all districts of Jharkhand – 15 marks	15	Copy of work order/ MoU / Completion certificate as proof of experience.
6	Team Composition as 1. Team leader-1 (Max. 5 marks) – Ag. Engg-2 marks for 10 years experience & 1 marks for every additional 5 years. 2. Team member*-7(Max.7 marks) - 1 Marks/ member 3. Tech. expert-6 (Max. 6.0marks)- 1 Marks/ member 4. MTS -4 (Max. 2.0 marks) - 0. 5 Marks/ member	20	Bio-data of team members working with firm/Agency. - 20 marks Or Declaration for deployment of team composition as per required qualification and wages as mentioned in paragraph 70(b). – 15 marks
Total		100	

- Minimum 70 marks have to obtain to qualify in technical assessment.

71.6 Financial Evaluation

The Bidder shall be marked on the basis of Financial Bid as Lowest Evaluated Cost (LEC) quoted rate, but they have to score minimum 70 marks to qualify for financial bid opening and participate in the bidding process.

72. Final selection

- In deciding the final selection of the consultant, the technical quality of the proposal will be given a weightage of 70% on the basis of criteria for evaluation.
- The price bids of only those consultants who qualify technically will be opened. The proposal with the lowest cost will be given a financial score of 100 and the other proposal given financial scores that are inversely

proportional to their prices. The financial proposal shall be allocated a weightage of 30%.

- c. For working out the combined score, the tender committee will use the following formula:

Total points: $(0.7 \times T(s)) + (0.3 \times 100 \times \text{LEC}/\text{EC})$,

where T(s) stands for technical score, EC stands for Evaluation Cost of the Financial Proposal, LEC stands for Lowest Evaluated Cost of the Financial Proposal.

- d. The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, if required.

- e. Example: if in response to this RFP, three proposals, A, B & C were received and the Consultancy Evaluation Committee awarded them 75, 80 and 90 marks respectively, all the three proposals would be technically suitable. Further, if the quoted price of proposals A, B & C were 120, 100 & 110 respectively, then the following points for financial proposals may be given:

A: $100/120 = 83$ points B: $100/100 = 100$ points C: $100/110 = 91$ points

In the combined evaluation, the process would be as follows:

Proposal A: $75 \times 0.7 + 83 \times 0.3 = 77.4$

Proposal B: $80 \times 0.7 + 100 \times 0.3 = 86$

Proposal C: $90 \times 0.7 + 91 \times 0.3 = 90.3$

Proposal C would be considered the H-1 bidder and would be recommended for negotiations, if considered necessary for approval.

- f. The short-listed Consultants will be invited to present their proposals before the tender committee. The tender committee will correct any computation errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition to the above corrections the items described in the technical Proposals but not priced, shall be assumed to be included in the prices of other activities of items. In case an activity of line items is quantified in the Financial Proposal differently from technical proposal, no corrections will be allowed to the Financial Proposal.

- g. After opening of financial proposals the consultant will be declared eligible for award of the contract. This selected consultant will then be invited for negotiations, if considered necessary.

73. Negotiations

Financial Negotiations: Negotiations, if considered necessary, shall be held only with the consultant who shall be placed as H-1 bidder after combined evaluation of the Technical and Financial Proposal. Under no circumstance, the financial negotiation shall result into an increase in the price originally quoted by the consultant. Date and Time for negotiation shall be communicated to the H-1 consultant. Representatives conducting negotiations on behalf of the consultant must have the written authority to negotiate and conclude the contract.

74. Award of Contract

After completing negotiations the ED JAMTTC (Ag Engg) shall issue a Letter of Intent to the selected Consultant and promptly notify all other consultants who have submitted proposals about the decision taken.

The consultant will sign the contract after fulfilling all the formalities/pre-conditions (contract to be signed after the selection of consultant), within 21 days of issuance of the letter of intent.

The Consultant is expected to commence the assignment/ job on the date specified in this RFP.

Annexure I:
Proposal Covering Letter

Date:

To,
ED (Ag. Engg) JAMTTC
4th floor Krishi Bhawan,
Kanke Road
Ranchi –834008
Jharkhand, India
Dear Sir,

We (Name of the Bidder) hereby submits our Proposal in response to notice inviting tender **PR 317415 Agriculture 23-24_D date 31.01.2024** and our 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.
4. We are quoting for all the services mentioned in the Scope of Work of this RFP.
5. We the Bidders are neither blacklisted nor debarred from work by any of the Government agencies.
6. ED (Ag. Engg) JAMTTC, Government of Jharkhand, Ranchi may contact the following person for further information regarding this tender-
 - a. Name of Authorised Person and full office address with PIN code –

b. Contact & Mobile No. - I. -

II.

c. Email ID -

d. Company Name-

e. Company website (if ANY)

7. We are submitting our Eligibility criteria, Proposal bid documents, technical & financial 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
Tender notice No. PR 317415 Agriculture 23-24_D date 31.01.2024
To be executed & dully signed by the Bidder on a non judicial stamp paper of Rs 100.00 or above.
(To be submitted in original as part of Technical Proposal)

POWER OF ATTORNEY
To Whomsoever It May Concern

Know all men by these presents, I/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 Third Party Assessment Agency (TPAA) For Monitoring & Evaluation of State Mechanization Scheme titled as “Distribution of Agriculture Equipment to Farmers, Women SHG etc.”** implemented/ implementing During Financial Year 2020-21 to 2024-25 or onward involving the deliverables as per agreement with ED (Ag. Engg) JAMTTC, vide Request of Proposal (Tender Document) Document dated..... issued by ED (Ag. Engg) JAMTTC, Government of Jharkhand, including signing and submission of all documents and providing information and responses to clarifications/ enquiries etc. as may be required by ED (Ag. Engg) JAMTTC, Ranchi, Government of Jharkhand, or any governmental authority, representing us in all matters before ED (Ag. Engg) JAMTTC, Government of Jharkhand, Ranchi, and generally dealing with ED (Ag. Engg) JAMTTC 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 submitted in original on letter head of bidder along with the proposals (Envelope C))

To,

The Executive Director (Ag. Engg.)
JAMTTC, Ranchi
R.No. 403, 4th Floor Krishi Bhawan,
Kanke Road, Ranchi - 834008 Jharkhand, India

Subject: Financial bid for Selection of Third Party Assessment Agency (TPAA) For Monitoring & Evaluation of State Mechanization Scheme titled as “Distribution of Agriculture Equipment to Farmers, Women SHG Etc.” implemented/ implementing During Financial Year 2020-21 to 2024-25 or onwards.

Sir,

We, the undersigned, offer to provide the services of **3rd Party Assessment Agency (TPAA)** to ED (Ag. Engg) JAMTTC, Govt. of Jharkhand in accordance with your Request for Proposal published as **Tender notice PR 317415 Agriculture 23-24_D date 31.01.2024** and our Technical Proposal. Our Financial Proposal is as below:
Professional Fee: **(Including All Taxes)**

S.No.	Financial year (1 st April to 31 st March)	No. of Month	Financial Rs (Lakhs) Including all taxes etc		Total Amount In Figure (Rs in Lakhs)	Total In Words (Rs in Lakhs)	Remarks
			Recurring Exp. (Honorarium/ As per CTC)	Non Recurring Exp. (One Time exp., institutional & service charges etc, with all taxes)			
1	2	3	4	5	6	7	8
1	2024-25	12					
2	2025-26	12					
3	2026-27	12					
4	Total	36					

* Notes

1. If work start in FY 2023-24*only 30% of non recurring fee as (advance payment) will be paid.
2. The agency will be selected on QCBS basis as of column- 5 “Non Recurring Exp.” on negotiated Rate.
3. The all team members (tentatively 18 with maximum CTC of Rs 120 Lakhs/yr) have to work for full month (except govt. holiday) during entire contract period otherwise proportionate deduction will be done from column -4.
4. The above fee includes all allowances (EPF, ESI etc), travel/field travel, lodging and other out of pocket expenses; no additional out of pocket expenses or travel expenses would be paid during the engagement.
5. The above includes all applicable taxes (GST/ Income Tax etc. which can be deducted at source)
6. The above offer is valid for next three financial years i.e. upto March 2027 from the date of submission of their agreement paper or for any extended period on mutual consent.

I understood that 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.

Date -

Yours sincerely,

Name and Title/post of Signatory

Authorized Signature with Seal
(In full and initials)

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 favor of Executive Director (Ag. Engg) JAMTTC , Ranchi Govt. of Jharkhand, having its office at 4th floor, Krishi Bhawan, Kanke road Ranchi 834008, Jharkhand, India (hereinafter called ED (Ag. Engg) JAMTTC Ranchi” 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 (RFP) PR No.dated/..... issued by ED (Ag. Engg) JAMTTC , Government of Jharkhand, in news paper/website and selected m/s _____ (hereinafter referred to as the bidder) for the agreement by ED (Ag. Engg) JAMTTC , government of Jharkhand as more specifically defined in the aforementioned document including statement of work and the agreement executed between the ED (Ag. Engg) JAMTTC, Government of Jharkhand, and bidder. The agreement requires the bidder to furnish an unconditional and irrevocable bank guarantee for an amount of Rs./- (Rs _____ 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: The bidder shall implement the project, in accordance with the terms and subject to the conditions of the agreement, and fulfill its obligations there under.

We, the guarantor, shall, without demur, pay to ED (Ag. Engg) JAMTTC, govt. of Jharkhand an amount not exceeding INR Rs.(both in figure & words) only within 7 (seven) days of receipt of a written demand therefore from ED (Ag. Engg) JAMTTC, government of Jharkhand, stating that the bidder has failed to fulfill its obligations as stated in above clause.

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 the, ED (Ag. Engg) JAMTTC, government of Jharkhand is disputed by the bidder or not.

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 ED (Ag. Engg) JAMTTC, govt. of Jharkhand under this guarantee, which is three month after the expiry of performance guarantee, any demand received by the guarantor from ED (Ag. Engg) JAMTTC, 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 ED (Ag. Engg) JAMTTC, Government of Jharkhand.

In order to give effect to this guarantee, ED (Ag. Engg) JAMTTC , 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 ED (Ag. Engg) JAMTTC, 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 ED (Ag. Engg) JAMTTC, 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 ED (Ag. Engg) JAMTTC, 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.

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

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