



झारखण्ड सरकार

**GOVERNMENT OF JHARKHAND
DEPARTMENT OF AGRICULTURE**

**INVITATION OF OFFERS FROM CONSULTANTS FOR CONSTITUTING A
PANEL OF CONSULTANTS FOR PROVIDING SERVICES FOR
CONDUCTING TECHNO-ECONOMIC FEASIBILITY STUDIES,
CARRYING OUT VARIOUS STUDIES, ETC. AND PROVIDING PROJECT
MANAGEMENT CONSULTANCY SERVICES AS PER THE
REQUIREMENT FOR PLANNED AND COMPREHENSIVE AGRICULTURE
DEVELOPMENT IN JHARKHAND**

Tender notice no.:

Sale of Tender document: to

Submission of tender document: hrs. at

Opening of tenders: hrs. at

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**GOVERNMENT OF JHARKHAND
DEPARTMENT OF AGRICULTURE**

DISCLAIMER

1. Though adequate care has been taken while issuing this Tender Document, the Bidder should satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office (as mentioned below) immediately. If no intimation is received by this office within 3 days from the date of issue of the Tender Document, then this office shall consider that the Document received by the Bidder is complete in all respects and that the Bidder is satisfied that the Tender Document is complete in all respect.

2. Department of Agriculture reserves the right to change any or all of the provisions of this Tender Document before date of submission. Such changes would be intimated to all parties procuring this Tender Document before date of submission.

3. Department of Agriculture reserves the right to reject any or the entire tender without assigning any reasons whatsoever. No correspondence will be entertained on this account.

Signature of Purchaser

Director Agriculture
Government of Jharkhand
Kanke Road Ranchi-8

SALE OF TENDER DOCUMENT & LAST DATE OF SUBMISSION OF PROPOSALS

Price of Tender Document: Rs. 2,000/- (Rs. Two Thousand only)

Sale of Tender Document: **to** on all working days during working hours.

Last Date of submission of *Tender*:

Completed/details as per the Tender Document should reach this office on or before **Hrs.** of _____ (*date*) . The Bidder has the option of sending the *Tender* by Registered Post or submitting the *Tender* in person so as to reach the office by the time and date stipulated above.

The Tender Document should be submitted to:

Director Agriculture
Government of Jharkhand
Kanke Road Ranchi-8

GOVERNMENT OF JHARKHAND
DEPARTMENT OF AGRICULTURE

Part I (Processing Fee)

A non-refundable Processing Fee of Rs.10,000=00 (Ten Thousand) only as an account payee Bank Demand Draft in favour of **Director, Department of Agriculture**, must be deposited along with the tender. Tenderer should satisfy himself about the terms and conditions as well as selection criteria annexed with the tender paper before submitting Processing Fee.

Tender Document No. :

Details of deposit of Processing Fee

The details of Processing Fee being deposited should be indicated in following sequence:

1. Demand Draft Number _____
2. Bank, Branch & Town of issue _____
3. Date _____
4. Amount in words and figures **Rupees** _____

The Demand Draft along with above details should be placed in a separate sealed cover.

Tender without full details and legally acceptable Processing Fee shall be rejected

GOVERNMENT OF JHARKHAND
DEPARTMENT OF AGRICULTURE

INVITATION OF OFFERS FROM CONSULTANTS FOR CONSTITUTING A PANEL OF CONSULTANTS FOR PROVIDING SERVICES FOR CONDUCTING TECHNO - ECONOMIC FEASIBILITY STUDIES, CARRYING OUT VARIOUS STUDIES, ETC. AND PROVIDING PROJECT MANAGEMENT CONSULTANCY SERVICES AS PER THE REQUIREMENT FOR PLANNED AND COMPREHENSIVE AGRICULTURE DEVELOPMENT IN JHARKHAND

The Agriculture Department, Government of Jharkhand invites offers from leading agribusiness & project management Consultancy firms for Constituting a Panel of Consultants for providing services for conducting Techno-Economic feasibility studies, carrying out various studies, etc. and providing Project Management consultancy services as per the requirement for planned and comprehensive agriculture development of Jharkhand.

Agriculture in the state of Jharkhand is characterised by small and marginal land holdings; over dependence on nature; inadequate irrigation; low productivity; all of which have contributed in the state not achieving self sufficiency in Foodgrain production. However, given the rich soil and favorable climatic conditions, the state has a big untapped potential for Horticulture crops which are being grown round the year, far exceeding the local requirements. There is a need to develop agriculture & horticulture in a planned way which would encourage development of related infrastructure for marketing, value-addition, post harvest management and exports over the next 25 years.

The State Government has a firm belief that development of agriculture & horticulture would provide a much needed sustenance to the marginal farmers but will also contribute in generation of employment opportunities and economic development. Involvement of local farmers, private sector, traders and other stake holders as partners in promotion and development of agriculture in the State is an important and critical aspect, which would go a long way in maintenance, upkeep and sustenance of the assets and facilities created in this regard for a long time.

Accordingly sealed proposals are invited from experienced and well qualified consultants of international / national repute having adequate experience of similar projects in India and abroad, and capable in providing services for conducting Techno-Economic feasibility studies, carrying out various studies, etc. and providing Project Management consultancy services as per the requirement for planned and comprehensive agribusiness development of Jharkhand.

Details with respect to submission of such proposal can be obtained from “**Terms of reference for constituting a panel of consultants for providing services for conducting Techno-Economic feasibility studies, carrying out various studies, etc. and providing Project Management consultancy services as per the requirement for planned and comprehensive agriculture development in Jharkhand**”, available at the Department of Agriculture, Nepal House, Doranda, Ranchi on any working day upon payment of Rs. 2000.00 (Two Thousand only) in the shape of D/D, payable in favour of the **Director, Department of Agriculture, Jharkhand at Ranchi.**

It may also be downloaded from www.jharkhand.gov.in, in which case the fee in the form of demand draft should be enclosed with the bid document at the time of submission.

The last date for submission of offers is _____(date) upto _____ hrs.

The applications should be addressed to Director Agriculture, GoJ and sent to the following address:

Director,
Agriculture Deptt.,
Kanke Road, Ranchi-8 .

The technical part of this bid shall be opened on _____(date) at _____ hrs. in the Agriculture Department, GoJ before the duly constituted committee. The bidder or his duly authorized representative may be present during opening of the technical bid.

The Agriculture Department reserves the right to accept or reject in part or as a whole any of the proposal received without assigning any reason thereof.

DIRECTOR
DEPARTMENT OF AGRICULTURE
KANKE ROAD, RANCHI, JHARKHAND

TERMS OF REFERENCE FOR CONSULTANTS

1. Introduction:

1.1 The Agriculture Department, Government of Jharkhand invites offers from leading Agribusiness Consultancy firms for Constituting a Panel of Consultants for providing services for conducting Techno-Economic feasibility studies, carrying out various studies, etc. and providing Project Management consultancy services as per the requirement for planned and comprehensive development of agriculture in Jharkhand.

1.2 The State of Jharkhand has a big untapped potential for Horticulture crops, which are being grown round the year, far exceeding the local requirements. There is a need to develop agriculture & horticulture in a planned way, which would encourage development of related infrastructure for marketing, value-addition, post harvest management and exports over the next 25 years. The state has a big challenge in setting up the necessary infrastructure for storage, value addition and marketing activities.

1.3 The State Government has a firm belief that development of agriculture & horticulture would provide a much needed sustenance to the marginal farmers but will also contribute in generation of employment opportunities and economic development.

2. Scope of Work

2.1 The scope of work would cover carrying out various studies, research, etc leading to adoption of appropriate strategies, preparation of Detailed Project Reports (DPR), formulation of action plan, etc. for planned and comprehensive development of agriculture in Jharkhand.

3. Description of Services Expected:

3.1.1 Study of current status of various aspects of agriculture / horticulture sector in the State as identified by the Agriculture Department from time to time and chalking out future strategies.

3.1.2 Study of availability of resources, manpower, appraisal of existing infrastructure such as primary markets, value-addition centers, cold stores, packhouse, market yards, godowns etc. in various production hubs and cities in the State.

3.1.3 Identification of potential infrastructure / services that may be located at such locations which can best utilise the available raw materials and facilitate value addition.

3.1.4 Study of similar projects and bench mark with national and international projects on key features & services

3.1.5 Define requirements of area - on-site and off-site infrastructure, investments for on-site and off-site infrastructure, agencies responsible for such development.

3.1.6 Develop Project Development strategy for various activities and projects.

3.1.7 Define statutory approvals/clearances, if any, required for setting up and managing such projects and the process for obtaining them.

3.1.8 To examine various options for private sector involvement in development of various infrastructure projects under B-O-O, B-O-T, B-O-L-T, etc. formats or part involvement in development of on-site/ off-site infrastructure and provide all required consultancy assistance and services to the Agriculture Department to develop the same.

3.1.9 Furnish a programme and monitor progress based on the tasks achieved and any other details required.

3.1.10 Define requirement of area, propose the most suitable and viable location for setting up such infrastructure and assessing the magnitude of investment needed. Also, identification of suitable financial promoter/institution/ Government agency.

3.1.11 To assist the department in formulation/amendment/modifications of various Acts/Rules/Policy, etc. relating to various aspects of agriculture and translate in vernacular language as per the requirement.

3.1.12 To prepare Agriculture Development Strategies on Long Term as well as Short Term basis for the State/various bodies.

3.1.13 To prepare various legal/statutory documents (such as MoU, MoA etc.)

3.1.14 To carry out various primary surveys, evaluation studies, estimate of production, marketable surplus of various agriculture/horticulture products in hubs.

3.1.15 To prepare Business Plan and Project Structuring of Infrastructure projects.

3.1.16 To evaluate/monitor pre-execution and post-completion/concurrent evaluation/monitoring of various scheme, programmes etc. executed by various implementing agencies.

4. LANGUAGE OF THE BID

4.1 Bidders are required to furnish all information and documents, as called for in this Document, in English Language. Any printed literature furnished by the bidder may be in another language, provided that this literature is accompanied by an English translation, in which case, for the purpose of interpretation of the document, the English version duly authenticated will prevail.

5. SIGNING OF THE BID

5.1 Bid shall be signed by the bidder or by his duly authorised person holding authorisation for signing the bid document. A copy of registered power of attorney / certified copy of board resolution shall accompany the bid.

5.2 In case the bid is submitted by a proprietary firm, it shall be signed by the proprietor giving his full name and also full name of his firm with present address.

5.3 In case the bid is submitted by a partnership firm, it shall be signed by all the partners other wise **offers shall not be considered in the process of bid evaluation** in case of the bid being submitted by one partner firm, such firm would have to be declared as lead partner by all other partners. All the correspondence would be done in the name of lead partner only.

5.4 If the bid is submitted by a company, it shall be signed by a duly authorised person holding authorisation through a board resolution / power of attorney for signing the bid document. A certified copy of registered power of attorney/ board resolution shall accompany the bid.

5.5 The original bid shall be printed, typed or written in ink, and shall be signed by a person or persons duly authorised to sign on behalf of the bidder. All pages of the bid and where entries or amendments have been made shall be initialled by the person or persons signing the bid.

5.6 The bid shall ordinarily contain no alterations or additions, except those to comply with instructions issued by the Department, or as may be necessary to correct errors made by the bidder, in which case the person or persons signing the bid shall initial such corrections.

5.7 All witnesses and sureties shall be persons of status and probity. Their full names, occupations and addresses shall be provided below their signatures. All signatures shall be dated.

6. COST OF BIDDING

6.1 The bidder shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation for the purposes of clarification of the Bid, if any. Department in no case shall be responsible or liable for any such costs regardless of the conduct or outcome of the bidding process.

6.2 Any bidder wishing to undertake site visits for familiarisation with site conditions, may do so. All costs towards site visits, conference and submission of documents shall be borne by the bidders themselves.

7. DEPARTMENT'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

7.1 The decision of the Secretary, Department of Agriculture, Government of Jharkhand regarding the opening of bids, evaluation and acceptance of the bid shall be final and binding on all the bidders.

7.2 The Department reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the department's decision.

8. SIGNING OF AGREEMENT

8.1 On receipt of the letter of intent, the successful bidder will report in the office of the Secretary, Department of Agriculture, Government of Jharkhand with required non-judicial paper of appropriate amount, to be purchased from the state of Jharkhand only, within 15 (fifteen) days for signing the formal agreement between the parties.

9. TIME SCHEDULE OF CONSULTANCY

9.1 The technically qualified and selected consultants would be expected to submit subject specific concept papers and financial bids with respect to such projects under consideration as directed by the Department of Agriculture, Government of Jharkhand from time to time.

9.2 The consultants, thus selected, would be expected to provide consultancy services within the time frame as finalized by the Department of Agriculture, Government of Jharkhand.

10. GENERAL OUTPUTS EXPECTED FROM CONSULTANT

10.1 The consultant shall carry out the assignment in a total professional manner. Relevant national and international experiences and expertise would be utilized to achieve the objectives appropriate to the requirements of the State Government. A time bound action plan would be submitted detailing various milestones to be achieved in the prescribed time limit as per the direction of the Department of Agriculture. A preliminary report would be submitted, which would be deliberated in detail and on such basis after approval, the final report/output would be submitted in six copies in hard as well as soft form to the Department of Agriculture.

11. HIGH LEVEL REVIEW COMMITTEE

11.1 A High Level Review Committee at the Department of Agriculture level is proposed to be constituted to review the work of the consultant and make sure that the work is proceeding according to the agreed programme. The committee will ensure that the consultant's work is not held up for want of clearances from any department. The committee will meet regularly for the purpose and will give orders for release of payments to the consultants

11.2 The committee will monitor the progress and make modifications in the programme as and when necessary.

11.3 The Consultants shall finalise a programme and submit for fortnightly progress reports on tasks achieved and any other details required by High Level Review Committee.

11.4 The progress report shall indicate inter-alia a status of the work completed and other information for monitoring progress. Reasons for short fall should be clearly stated and suggestions for corrective measures be given.

12. INFORMATION FOR CONSULTANTS FOR SUBMITTING THE BIDS

12.1 The Submission of Proposals:

Each submitted proposal should be complete in all the respects, including the processing fee, which must accompany each submitted proposal. The proposals should enclose duly filled forms as annexed along with.

12.1.1 The **Proposal** should include description of the firm / organization, the firm's general experience in the field of assignment, the qualification and competency of the personnel proposed for the assignment and the proposed work plan methodology and approach in response to suggested terms of reference. Necessary document in support of technical capabilities in annexed format (T-1) and T – 2) must be submitted along with the proposal. An affidavit swearing the correctness of technical data furnished also must be submitted as per the annexed format (T-3).

12.1.2 The bid should be deposited along with the draft for processing fee in a sealed cover which will be received in the office of Director, Department of Agriculture, Jharkhand up to 1400 hrs. of _____. Offers received late on any account for any reason whatsoever shall not be considered.

12.1.3 **Processing Fee:** The consultants will have to submit a non-refundable processing fee of Rs. 10,000/- (Rupees Ten Thousand only) by bank draft of any Nationalised Bank in favour of “**Director, Department of Agriculture, Jharkhand**” payable at Ranchi.

12.2 OPENING OF PROPOSAL :

The technical proposals will be opened by the duly constituted committee in the office of Director, Department of Agriculture, Jharkhand at 1600 hrs. on _____ in presence of such consultants or their authorized representative, who may choose to be present.

12.3 EVALUATION OF THE BIDS :

12.3.1 The bids submitted will be evaluated using the following criteria:

Sl. No.	Criteria	Points
1.	Firm's general experience in the field of assignment and adequacy of the proposed work plan and methodology in responding to TOR.	50
2.	Qualifications and competence of the key staff for the assignment.	50
	Total Points	100

12.3.2 The number of points to be given under each evaluation sub-criteria for firm's general experience in the field of assignment and adequacy of the proposed work plan and methodology is:

Sl. No.	Criteria	Points
1.	Number of consultancy assignments with each consultancy assignments costing of at least Rs.2 (Two) lakhs handled in the last 5 financial years (10 or more consultancy assignments will fetch full points and less will be marked proportionately)	10
2.	Experience of the firm in providing consultancy services for projects costing Rs.1.00 crores or more in the last 5 financial years (10 or more assignments will fetch full points, and less will be marked proportionately)	20
3.	Experience of the firm in providing consultancy services in agribusiness sector like cold store, packhouse, exclusive of (2) above (5 or more assignments project costing Rs. 5.00 crores or more in the last 5 financial years will fetch full points, and less will be marked proportionately)	20
Total Points		50

(Note : The last five financial years should be read as F.Y. : 2005-06, 2006-07, 2007-08, 2008-09, 2009-10)

12.3.3 The number of points to be given under each evaluation sub-criteria for qualifications and competence of key staff for the assignment is :

Sl. No.	Criteria	Points
a.	General Qualification :	
	i. Engineering Graduate/ AMIE/ MBA/ ACA or other equivalent degree in respective field of specialization.	8
	ii. Post Graduate Degree, ME, M. Sc. (Engg.), MBA, FCA and full membership e.g. MICF, MI Struct., E, MIE, AITP, AIIA, MRSI, ICAI etc. of professional body / Institute / Organization	8
b.	5 years general experience and above will get full marks and less will be marked proportionately.	24
c.	Experience in the prestigious studies / projects funded by private /public sector / bilateral / multilateral funding agencies/ Govt of India bodies.	10

12.3.4 The mandatory key position for the assignment are :

- I. Team Leader.
- II. Architect – Planner.
- III. Structural Engineer (Civil).
- IV. Survey Expert.
- V. Finance Expert.

- VI. Construction Supervision Engineer
- VII. Agriculture & Post Harvest Expert
- VIII. Marketing & International Trade Expert.

12.3.5 The consultant may in addition, procure the service of Refrigeration Engineer, Quantity Surveyor, Electrical Engineer etc. as per the requirement of particular nature of consultancy services.

12.4 DECIDING AWARD OF CONTRACT :

Quality and competence of the consulting service shall be considered as paramount requirement. The decision of the award of the contract would be as under.

12.4.1 Evaluation of Quality :

(a) Technical proposals scoring not less than 60% of the total points as per procedure for evaluation will be selected and constituted into an expert consultant panel.

12.4.2 Evaluation of Cost:

(a) After the evaluation of quality is complete, the selected firms would be constituted into an expert panel of consultants. The consultants of the panel would then submit financial bids in providing Project Management Services for the project (s) under consideration as decided by the Department of Agriculture, Government of Jharkhand from time to time as per the requirement.

The consultants would be offered to make concept presentation and submit financial bids before the designated committee of the Department of Agriculture, Government of Jharkhand..

(b) The designated committee shall on the basis of concept presentation, award marks to the consultants out of a total of 100 marks. Subsequently the financial proposals shall be opened publicly, in the presence of representatives of the consultants.

(c) All the proposals of evaluation of cost shall include all the local taxes of the State Govt. and shall include all other reimbursable expenses, such as travelling, report printing etc. including the service tax and other relevant taxes to be paid to the Govt. of India. The proposal with the lowest cost shall be given financial score of 100 points and other proposal shall be given financial score that are inversely proportional to their prices.

The consultant shall have to furnish item wise details of expenditure to be incurred to provide the Project Management Consultancy Services, which would be scrutinized and approved by the Committee.

(d) The total score for any firm shall be arrived at by weighing the technical score concept presentation and cost scores and adding them. The weight of the technical score shall be 50 points, that of the concept presentation shall be 25 points and the weight of the cost shall be 25 points.

(e) The firm securing the highest total score will be then selected for providing project Management Consultancy Service, for which, it shall have to execute a contract agreement with the Department of Agriculture, Government of Jharkhand or its designated agency.

12.4.3 Negotiations and Weight of Contract:

The consultants must be prepared to furnish the detailed cost breakup and other clarifications with respect to the proposals submitted by him, as may be required to adjudge the reasonableness of his price proposals. If the negotiations with the consultant / firms are successful, the award will be made to him. If negotiations fail, then the second highest rank consultant will be invited for negotiations. This process will be repeated till an agreed contract is concluded.

12.5 Please note that the Department of Agriculture, Government of Jharkhand is not bound to select any of the firms submitting proposals. As quality is the principal selection criterion, the Department of Agriculture, Government of Jharkhand does not bind itself in any way to select a firm offering the lowest price.

12.6 Please note that the cost of preparing a proposal and that of negotiating a contract including visits to the sites, if any, is not re-imbursible as a direct cost of the assignment.

12.7 It is to be reminded that any manufacturing or construction firm with which you might be associated is not eligible to participate in bidding for any goods or works resulting from or associated with the project of which this consulting assignment forms a part.

12.8 Please note that if you consider that your firm does not have all the expertise for the assignment, there is no objection to your firm associating with another firm to enable a full range of expertise to be presented. Necessary partnership / agreement paper must be submitted to authenticate your claim.

12.9 Please note that the remuneration which you receive from this contract will be subject to the information in this regard, if required.

12.10 We would appreciate if the following information is sent to us by telegram / registered letter / telex / fax.

- a. Your acknowledgement of receipt of this tender Document
- b. Your acceptance / refusal to submit a proposal.
- c. The date by which your proposal will be sent.

13. DELAYS IN THE PERFORMANCE

13.1 Timely implementation of the project shall be as per the provision mentioned in the agreement.

13.2 In case of delay in the implementation of the project and/or any delay in performance during the contract period, the Consultant shall be liable to any or all of the following actions:

- (i) Imposition of Liquidated Damages.
- (ii) Termination of the Contract for default.

13.3 If at any time with respect to commencement of the project as required under sub-clause 13.2 or during performance of contract the Consultant may face difficulties impeding timely completion of the project under the contract and/or performance of services, the Consultant shall promptly inform the department in writing of the fact of the delay within 24 hours and its causes and likely duration. As soon as practicable, after receipt of the Consultant notice, the department shall assess the situation and may at its discretion extend the time for commencement and/or performance with or without Liquidated Damages.

14. LIQUIDATED DAMAGES

14.1 In the event of failure of the implementation of the project by the Consultant as per the provision mentioned in the agreement, the Department reserves the option to recover liquidated damages, and not by way of penalty, for late implementation from the Consultant in the following manner:-

S.No.	Details of delay	Liquidated Damage to be charged
(i)	For delay upto 25% of the implementation period	2.5% of the contract price
(ii)	For delay of more than 25% and upto 50% of the implementation period	5% of the contract price
(iii)	For delay of more than 50% and upto 75% of the implementation period.	7.5% of the contract price
(iv)	For the delay more than 75% of the implementation period	10% of the contract price (maximum)

15. Fees, Cost of Consultancy and Payment Schedule

15.1 Towards consideration for the role performed, the consultant shall be entitled to receive Cost of Consultancy and other payments on the basis outlined below in clauses 15.2 and 15.3

15.2. The fee shall be paid in 3 (Three) stages for preparation of DPR /providing other consultancy services as detailed below :

I.	As advance, against a bank guarantee of equivalent amount, after award of the assignment, calculated on the proposed assignment Cost.	20 %
II.	After submission of the draft report of the assignment to the department	30 %
III.	After the submission of final report as per the requirement of the department and subject to approval of the Deptt./Govt.	50 %

15.3 The fees for preparation of Bid Documents for Project execution and Project Supervision shall be paid as detailed below after deducting the cost of preparation of DPR, which in such cases shall not exceed as per the following norms fixed by the Building Construction Department, Jharkhand which are as follows :-

I.	As advance, against a bank guarantee of equivalent amount, after award of the assignment for preparation of Bid Documents & Project Supervision, calculated on the proposed assignment Cost.	10 %
II.	After submission of the Bid Document complete with details drawings & technical specifications for the project to the department	20 %
III.	On selection of contractor for execution of the project under bid process	10 %
IV.	On commencement of project work by contractor mobilising material and workers at site	10%
V.	On completion of foundation work	15%
VI.	On completion of superstructure of the project	10%
VII.	On completion of supply of equipment at site	10%
VIII.	On Project Completion and handing over	15%

16. OTHER TERMS AND CONDITIONS

16.1 The Consultant shall abide to the instructions given by the Urban Development Department to him from time to time for the timely completion of the assigned time.

17. NO CLAIM ARRANGEMENTS

17.1 The Consultant shall not be entitled to make any claim, whatsoever, against the department, under by virtue of or arising out of, this contract, nor shall the department entertain or consider any such claim, if made by the Consultant and Consultant shall have to sign a "no claim" certificate in favour of the department in such forms as shall be required by the department after the expiry of the contract.

18. QUALITY STANDARDS

18.1 **Standards:** The services provided under this contract shall conform to the standards mentioned in the Technical Specifications, and when no standards are mentioned, than the international standards shall be applicable. The Detailed Project Report shall be prepared as per the prevailing survey standards, investigation standards, sub-studies etc but not limited to the scope mentioned.

18.2 **Standard of Performance:** The Consultant shall carry out the services and carry out its obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted norms, techniques and practices used in the industry. He shall also employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.

19. NEGATION OF CORRUPT PRACTICES

19.1 Department is a public service department and requires to serve honestly, diligently and timely. The Consultant would be the assisting agency of the department, therefore, he is also required to maintain highest standards of honesty and ethics. The Consultant is advised to refrain from the corrupt and fraudulent practices during the execution of the contract. Corrupt and fraudulent practices are defined as follows:-

(a) "Corrupt Practice" means behavior of Consultant including his personnel by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value.

(b) "Fraudulent Practice" means a misrepresentation of facts in order to influence, and collusive practices of the contractor

20. DETAILS TO BE KEPT CONFIDENTIAL

20.1 The consultant shall treat the details of the contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the department. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the Secretary, Department of Agriculture, whose decision shall be final.

20.2 The contractor or his representative should neither disclose the data nor sell the data or use it for commercial exploitation or research work without the written permission of the Secretary, Department of Agriculture.

21. TRANSFER OF RIGHTS

21.1 The Consultant shall not transfer the contract or part of the contract to any body.

22. DECISIONS AND INTERPRETATION

22.1 Except where otherwise specifically stated, the office designated by Department of Agriculture, Government of Jharkhand will decide the Contractual matter between the department and the Consultant and the matter shall be referred to the Secretary, Department of Agriculture, whose decision would be final and binding on both the parties.

22.2 In case of dispute over the interpretation of any clause of contract, decision of Secretary, Department of Agriculture shall be final and binding.

23. SUSPENSION

23.1 The Department may, by a written notice to the Consultant, suspend the contract if the Consultant fails to perform any of its obligations under this contract, including the carrying out of the services. Provided that such notice of suspension:

- (i) shall specify the nature of the failure, and
- (ii) shall direct the Consultant to rectify such failure within a specified period from the date of receipt of such notice of suspension.

23.2 No payment shall be made to the Consultant for such suspended period and no damage shall be claimed on account of this suspension.

24. TERMINATION OF THE CONTRACT

24.1 The department shall have a right to cancel the contract if the Consultant commits breach of any condition. Breach of Contract include, but are not limited to, the following:

- (a) It is found that the time schedule of implementation of the scheme is not being adhered to,
- (b) The Consultant stops work & such stoppage has not been authorized by the Department of Agriculture.
- (c) The Consultant may become bankrupt or goes into liquidation,
- (d) The department gives notice to correct a particular defect/irregularity and the Consultant fails to correct such defects/irregularity within a reasonable period of time determined by the department,
- (e) In case the Consultant fails to carry out the instructions/orders issued by the department from time to time during the currency of the contract and fails to comply with the laws applicable in the State
- (f) The Consultant fails to deliver any or all of the obligations within the time period(s) specified in the contract, or any extension thereof granted by department.
- (g) The Consultant fails to perform any other obligation(s) under the contract.

24.2 Because of breach of contract by the Consultant for any of the above reasons, the department shall have the right to terminate the contract and forfeit the security deposit and invoke the performance bank guarantee.

25. CESSATION OF RIGHTS AND OBLIGATIONS

25.1 Upon termination of the Contract, or upon expiry of this contract, all rights and obligations of such parties hereunder shall cease, except :

- (i) Such rights and obligations as may have accrued on the date of termination or expiry.
- (ii) The obligation of confidentiality set forth.
- (iii) Any right which a party may have under the applicable law.

26. CESSATION OF SERVICES UPON TERMINATION

26.1 Upon termination of the Contract, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner.

27. FORCE MAJEURE

27.1 Notwithstanding the provision of Clause 13.0, 14.0 and 24.0, the Consultant shall not be liable for liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligation under the contract is the result of an event of Force Majeure. For purpose of this Clause, "Force Majeure" means an event beyond the control of the Consultant and not involving any fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the department either in its sovereign or contractual capacity, wars or revolution, fires, floods, epidemics, quarantine restrictions and freight embargoes. But does not include failure of electricity, printing system or non-availability of raw material as a cause beyond control.

27.2 If a Force Majeure situation arises, the Consultant shall promptly notify the department in writing within 24 hours of such conditions and the cause thereof. Unless otherwise directed by the department in writing, the Consultant shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Department may terminate this contract, by giving a written notice of minimum 30 days to the contractor, if as a result of Force Majeure the Consultant is unable to perform a material portion of the services for a period of more than 60 days.

28. DISPUTE RESOLUTION

28.1 The Department and the Consultant shall make every effort to resolve amicably by direct negotiations, any disagreement or dispute, arising between them under Contract.

28.2 If after 30 days from the commencement of such direct negotiations, the dispute is not resolved it shall be referred to Secretary, Department of Agriculture, Jharkhand, where decision shall be final and binding upon both parties.

28.3 Pending the submission of and/or decision on a dispute, difference or claim or until the matter is decided by Secretary, Department of Agriculture, Jharkhand the Consultant shall continue to perform all its obligations under this agreement without prejudice of final adjustment in accordance with such award.

28.4 The Department may terminate this contract, by giving a written notice of termination of minimum 30 days, to the Consultant, if the Consultant fails to comply with any decision delivered by Secretary, Department of Agriculture, Jharkhand.

29. DISQUALIFICATION

Department, in its sole discretion and at any time during the processing of Bids, may disqualify any bidder from the bid process, if the bidder has:

- (i) Firms not meeting eligibility criteria.
- (ii) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- (iii) A Bid not valid for at least 180 days shall be considered as non-responsive and would be disqualified.
- (iv) If found to have record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
- (v) Submitted Bid which is not accompanied by required documents and Earnest Money Deposit (EMD) or is non-responsive.

- (vi) Failed to provide clarifications related thereto, when sought.
- (vii) Submitted more than one Bid. This will cause disqualification of all Bids submitted by such applicants.
- (viii) Bidders, who are found to canvass, influence or attempt to influence in any manner the qualification of selection process, including without limitation, by offering bribes or other illegal gratification shall be disqualified from the process at any stage

FORM T – 1
BIDDER DETAILS

1.	Name of bidder	
2 (a)	Address of bidder	
(b)	Phone no:	
(c)	Fax no.	
(d)	E mail	
(e)	Website	
3(a)	Name of authorised signatory to bid	
(b)	Designation	
(c)	Phone (Landline) Phone (Mobile)	
(d)	Fax	
(e)	Email	
4	NAME, address, Tel No. Fax, email at which communication to be sent in respect of bid	
5	Names of the present Proprietors/ Partners/Boare of Directors	

FORM T – 2

The firms experience of the last five year in the field of assignment (Please also enclosed the supporting documents)

Sl. No.	Name of the Project	Nature of the Project	Name of the Department/ Organisation	Total Cost of the Project	Date of Commencement of the Project	Status of the Project	Remarks about the completion of the project by the concerned Department
1	2	3	4	5	6	7	8

FORM: T – 3

The qualification & Competence of the personnel proposed for the assignment:

- I. Team Leader.
- II. Architect – Planner.
- III. Structural Engineer (Civil).
- IV. Survey Expert.
- V. Finance Expert.
- VI. Construction Supervision Engineer
- VII. Agriculture & Post Harvest Expert
- VIII. Marketing & International Trade Expert.

Sl. No.	Name of the person concerned	Academic Qualifications	Experience in the respective field	Experience in the prestigious studies / Projects funded by private / public sector / multilateral funding agencies in Asia	Remarks
1	2	3	4	5	6

FORM T – 4
FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

1. Proposed Position:

2. Name of Staff:

3. Date of Birth:

4. Nationality:

5. Educational Qualification:

6. Membership of professional societies:

7. Publications:

8. Employment Record:

(List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience period of specific assignment must be clearly mentioned along with certificate for the Team Leader,).

9. Summary of the CV

(Furnish a summary of the above C V. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV.)

A. Education:

(i) Field of Graduation and Year -

(ii) Field of post graduation and year –

(iii) Any other specific qualification -

B. Experience

(i) Total experience in Agribusiness Consulting Sector:Years.

(ii) Responsibilities held:Years

(iii) Relevant Experience:Years

C. Permanent Employment with the Firm (Yes/No):

If yes, how many years:

If no, what is the employment:

Arrangement with the firm ?

Certification:

1. I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of his assignment on the project.

2. I, the undersigned, certify that to the best of my knowledge and belief, this biodata correctly describes myself, my qualification and my experience.

Signature of the Candidate _____

Place

Date

Signature of the Authorised Representative of the firm _____

Place

Date

Note: Each page of the CV shall be signed in ink by both the staff member and the Authorized Representative of the firm. Photocopies will not be considered for evaluation.

FORM T – 5
AFFIDAVIT

I, S/o Director of having its registered office at do hereby solemnly affirm and declare as follows:

1. That I have been authorized to execute this affidavit on behalf of this company by the Board of Directors vide its resolution passed on
2. That the Department of Agriculture, Government of Jharkhand vide advertisement published in various newspapers. had invited offers from consultants to constitute a panel of consultants.
3. That in response to the said advertisement as stated in paragraph (2) above, our firm has submitted its proposal to the Department of Agriculture, Government of Jharkhand.
4. That the proposals of our firm M/s containing necessary information and particulars furnished as per given Performa, detailing therein :
 - a. Firm's general experience in the field of assignment / work.
 - b. The qualification and Competency of the personnel for the assignment.

That the statements made in paragraph 1 to 4 of the foregoing affidavit as above are true to my knowledge and belief and if anything is found contrary, I stand liable to be prosecuted under appropriate Act / laws in force.

Solemnly affirmed by the said at on this theday of

Deponent :
Identified by me :

FORM NO. F – 1
CERTIFICATE AS TO CORPORATE PRINCIPAL

I certify that I am one of the Authorised Signatories of the Company, set up under the laws of Indian Companies Act, 1962 and that (Name and Designation) who signed the above tender is authorized to bind the corporation by authority of its governing body.

(Signature of Authorised Signatory and Seal)

FORM NO. F-2
CERTIFICATE

I undertake to abide by the terms and conditions as laid down in the tender documents by this Department and also follow the instructions given by the Department (to be read with Terms and Conditions).

Signature :

Name of the person :

with Designation

Name of the Firm :