

**Directorate of Agriculture
Department of Agriculture, Animal Husbandry &
Cooperative, Jharkhand**

**NOTICE INVITING REQUEST FOR EMPANELMENT (RFE) FOR RATE
CONTRACT FOR THE SUPPLY OF INM/IPM INPUTS FOR
AUGMENTING THE PRODUCTION AND PRODUCTIVITY OF
VARIOUS AGRICULTURAL CROPS, VIZ. CEREALS, PULSES, AND
OILSEEDS, FOR A PERIOD OF TWO (02) YEARS (2026-2028)**

E-Tender No/RFP No - Agri/06/2026-27

Date - 02/09/2026



Directorate of Agriculture
Department of Agriculture, Animal Husbandry and Cooperative
Government of Jharkhand
1st Floor, Krishi Bhawan, Kanke, Ranchi – 834006

**Directorate of Agriculture
Government of Jharkhand
1st Floor, Krishi Bhawan,
Kanke, Ranchi – 834006**

**NOTICE INVITING REQUEST FOR EMPANELMENT (RFE) FOR RATE CONTRACT FOR
THE SUPPLY OF INM/IPM INPUTS FOR AUGMENTING THE PRODUCTION AND
PRODUCTIVITY OF VARIOUS AGRICULTURAL CROPS, VIZ. CEREALS, PULSES, AND
OILSEEDS, FOR A PERIOD OF TWO (02) YEARS (2026–2028)**

(FOR destinations to 24 districts of Jharkhand for a period of 02 year) (2026-28)

Agriculture and allied activities are the mainstay of the people of Jharkhand with about 75% of State's population depending on agriculture and allied activities for their livelihood. Agriculture and allied sectors comprise crop production, livestock, forestry & logging and fishing. Among them, crop production has remained the dominant sub-sector with a share of 54.21 % in the sector. In order to promote micronutrients which are deficient, the state envisions to promote Integrated Nutrient Management (INM) and Integrated Pest Management (IPM) to augment production and productivity of various agricultural crops under demonstration.

District Agriculture Officer (DAO)/ Project Director (PD), ATMA is the nodal officer for the distribution of agricultural inputs (INM/ IPM) among the farmers. Directorate of Agriculture invites RFE from reputed dealers /manufacturers for empanelment for Supply of INM/ IPM inputs in order to augment production and productivity of various agricultural crops, viz, Cereals, Pulses, and Oilseeds. The INM/IPM inputs will be ordered by the District Agriculture Officer (DAO) or Project Director (PD), under various Central Sponsored Schemes sanctioned by the GOI to State and state schemes through this empanelment process.

Area	Nature of Work
Supply of INM/ IPM for augmenting production and productivity of various agricultural crops, viz, Cereals, Pulses, and Oil Seeds in the districts under various Centrally/State Sponsored Schemes	Complete supply the INM/ IPM as per the rate & quality decided by the Government of Jharkhand through this empanelment/ Rate Contract process.

Please go through the full document available at <http://jharkhandtenders.gov.in/>.

- Applicants (hereinafter referred to as "Bidders") are required to submit only one application.
- Bidder should Download the RFE Document and read carefully before uploading the required document.
- Collect all the necessary documents for uploading. Fill up all the necessary information and upload the documents.

- d. A pre-bid meeting will be held at Directorate of Agriculture, Kanke Road Ranchi.
- e. Bidders eligible as per qualifying conditions will be short listed based on the information provided by them.
- f. Before final submission, check fulfilment of all necessary conditions and document carefully.
- g. Pay the required EMD as defined in RFE Document.

Important Dates- As Per Tender Notice Documents

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Directorate of Agriculture, Jharkhand

Department of Agriculture, Animal Husbandry & Cooperative, Government of Jharkhand
Krishi Bhawan, Kanke Road, Ranchi, Jharkhand-834008 Email:directoragriculturejh@gmail.com Phone No. -0651-2230691

Tender- Notice

Ranchi, Date : 22.06.2026

e-Tender No/ RFP No. Agri/06/2026-27
E-tender in two parts Part-I (Technical and Commercial) and Part-II (Price part) is invited from the Tenderers.

Sl. No.	Particular	Details																		
1.	Name of the Department	Department of Agriculture, Animal Husbandry and Co-operative, Government of Jharkhand																		
2	Name of Service	Notice Inviting Request for Empanelment (RFE) for Rate Contract for the Supply of INM/IPM Inputs for Augmenting the Production and Productivity of Various Agricultural Crops, viz. Cereals, Pulses, and Oilseeds, for a Period of Two (02) Years (2026-2028).																		
3.	Method of Selection	Empanelment through the Least Cost Selection (LCS) Method under a Two-Packet Bid System																		
4.	Name of Package & Estimated Value (Packages 1-5) Procurement is divided into five (05) Packages. Bidders may bid for one or more Packages. Evaluation and award shall be made separately for each item within each Package, unless otherwise specified in the RFP.	<table> <tr> <th>Package- no.</th><th>Package Name</th><th>Estimated Budget</th></tr> <tr> <td>Package-1</td><td>Dolomite</td><td>5 crore</td></tr> <tr> <td>Package-2</td><td>Micronutrients</td><td>5 crore</td></tr> <tr> <td>Package-3</td><td>Bio-Fertilizers</td><td>4 crore</td></tr> <tr> <td>Package-4</td><td>Organic fertilizer, Urea & DAP</td><td>4 crore</td></tr> <tr> <td>Package-5</td><td>IPM Inputs</td><td>6 crore</td></tr> </table>	Package- no.	Package Name	Estimated Budget	Package-1	Dolomite	5 crore	Package-2	Micronutrients	5 crore	Package-3	Bio-Fertilizers	4 crore	Package-4	Organic fertilizer, Urea & DAP	4 crore	Package-5	IPM Inputs	6 crore
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Package-1	Dolomite	5 crore																		
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Package-4	Organic fertilizer, Urea & DAP	4 crore																		
Package-5	IPM Inputs	6 crore																		
5	NIT Publication & RFP Availability	Newspaper: <u>8-09-2026</u> ; e-Procurement Portal & sameti.org website: <u>08-09-2026</u>																		
6	Pre-Bid Query Closing Date	Email:directoragriculturejh@gmail.com; Deadline: As per Portal																		
7.	Pre-Bid Meeting Date (Hybrid)	<u>16-09-2026</u> & Link: sameti.org at 3:00 PM																		
8.	Last Date for submission of Bid	<u>26-09-2026</u> or as per e-procurement portal & sameti.org																		
9.	Technical Bid Opening Date	<u>28-09-2026</u> or as per e-procurement portal & sameti.org																		
10.	Financial Bid Opening Date	<u>30-09-2026</u> or as per e-procurement portal & sameti.org																		
11.	Bid Processing Fee	Not Applicable.																		
12.	Earnest Money Deposit (EMD) (Refundable)	2% of the estimated cost of the respective package, e-Procurement Portal (https://jharkhandtenders.gov.in)																		
13.	Electronic- Performance Bank Guarantee (E-PBG) (Refundable)	5% of the estimated value of the items awarded to selected bidder.																		
14.	Tender Inviting Authority & Address for Communication	Director, Directorate of Agriculture, Krishi Bhawan, Kanke, Ranchi Jharkhand, 834008																		
15.	Mode of Submission of Proposal	Online through portal https://jharkhandtenders.gov.in only																		
16.	Duration of Contract	Two years from the date of Contract																		
17.	Contact Details	Shri Prem Bhagat, Section officer, Ph no. 9973228776																		

- The Bid Inviting Authority reserves the right to adopt either empanelment or selection of the Lowest Responsive Bidder (L1), as approved by the Competent Authority.
- The Department of Agriculture, Jharkhand reserves the right to cancel this RFP and/or invite fresh bids, with or without amendments, without assigning any reason or liability.
- No minimum quantity is guaranteed under this RFP/Rate Contract.
- All corrigenda, amendments, and notifications, if any, shall be published only on the Jharkhand e-Procurement Portal and the SAMETI website.

Sd/-

Bidyanand Sharma Pankaj, IAS
Director Agriculture,
Jharkhand, Ranch

Section I: Background

The total geographical area of Jharkhand state is 79.72 lakh ha. and cultivable land for agriculture is approximately 38 lakh ha. The climate is dry with low moisture. The soil is acidic in nature and irrigation facilities are inadequate. Only 12% in Kharif season and 6-8% area in Rabi season is irrigated. The average annual rainfall of the state is 1280mm but 80% of it is received in a span of 100 days during monsoon. The main crops of Jharkhand state are paddy, maize, wheat, pulses and vegetables.

Jharkhand is a rural state and 70% of the population is dependent mainly on agriculture. According to the 55th round of National Sample Survey Organization (NSSO), 10.46% of all households in Jharkhand faces seasonal food insecurity and 2.5% of the households face chronic food shortage. In view of the fact, that the area under cultivation is unlikely to increase significantly, thrust will have to be on raising productivity per unit of cultivated land. However, insect, pests and diseases are major constraints to achieve higher productivity. As a result, higher doses and more toxic mixtures are being used to control the pests.

Thus, to promote sustainable agriculture in the state with limited availability of cultivable land, the state targets to promote technology in cropping, minimize dependence on major fertilizers and supplement plant nutrient needs from other sources. This would be possible through promotion of Integrated Nutrient Management (INM) and Integrated Pest Management (IPM) for augmenting production and productivity of various agricultural crops.

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Section II: Objective & Scope of Work

Scope of work includes an indicative list of works which the Empanelment Agency/ Selected Agency(SA) shall be subjected during the period of empanelment/Rate Contract in FY 2026-27 & 2027-28.

- The EA/SA would ensure complete supply of INM/IPM inputs as ordered by the District Agriculture Officer (DAO) for augmenting production and productivity of various agricultural crops, viz, Cereals, Pulses and Oilseeds.
- The INM/IPM inputs will be ordered by the District Agriculture Officer (DAO) or Project Director (PD), ATMA in the respective districts under various Centrally Sponsored/State schemes and other schemes.
- The rate & quality of INM/IPM inputs would be decided by the Government of Jharkhand through this empanelment/Selection process.
- The EA/SA would be required to timely supply the INM/ IPM inputs to the farmers.
- The quality of all agricultural inputs (INM/IPM) supplied by the Empanelled Agency (EA)/Selected Agency (SA) shall conform to the standards and specifications prescribed under the applicable Fertilizer (Control) Order (FCO), Insecticides Act/Rules, Seeds Act/Rules (where applicable), relevant BIS/ISI standards, and any other quality standards or specifications notified by the Government of Jharkhand under this Empanelment/Rate Contract. The EA/SA shall be solely responsible for ensuring compliance with all such applicable quality standards.

Section III: Eligibility Criteria

3.1 General Eligibility

A. LANGUAGE OF BID

The RFE must be prepared in English language only.

B. SUBMISSION OF RFE

- a Not more than one RFE offer will be accepted from any bidder. If an individual/bidder participates in the RFE offer, representing more than one bid by one organization /Individual under one or different name than such multitude of bid shall amount to collusive activity and appropriate action should be taken by Directorate of Agriculture Jharkhand under fraud and corrupt practices.
- b RFE offer have to be submitted through e- tendering online only.
- c The offer should be given in the prescribed format as per RFE document.
- d The submission of offer by any Bidder implies that they have read the terms and conditions of the RFE and have made themselves fully aware of the scope and specifications of the agricultural input (INM/ IPM). Any addition or omissions in the original offer after opening of the offers will not be entertained (**as per Annexure VI**).
- e Individual signing of the offer should have valid digital signature and signing other related documents will attach valid acceptable proof of his authority to sign on behalf of the Bidder as per **Annexure III**.
- f The bidder should fill up the required information in prescribed formats and should upload all relevant documents as desired, failing which the bids will be rejected.
- g Bidder should deposit the EMD as per the instructions specified in the RFE document.

C. VALIDITY OF THE BID

- a The rates quoted by the Bidders shall be valid for 180 days from the Schedule date of submission of the Bid for decision and finalization of the RFE.
- b Prior to the expiry of the validity of the period of validity of the Bids, the Agriculture Director may extend the timeline of validity for a specific additional period.

D. PRESENCE OF BIDDERS

All the Bidders or their authorized representative, who respond to this notification, may be present on the date, time and place of opening of Technical Bids and Financial Bid, at their own cost either physically or virtually.

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E. RATES OFFERED

- a Rates submitted by the bidder should be firm and free from all escalations.
- b The bidder should quote rates F.O.R. all Destination in Jharkhand, inclusive of applicable taxes, levies, insurance, duties, transportations etc.
- c The prices should be inclusive of all handling, packaging, transportation, taxes etc if any to the point of delivery. Rates should be quoted in the format as per enclosed **(Annexure IV/ BOQ)**.
- d As and when Government of India or State Government will revise the rates of GST that will be Applicable.
- e The rates finalized will be strictly for the use of Directorate of Agriculture Jharkhand offices only.

F. Pre-Bid Meeting & ISSUE OF CORRIGENDUM

- a A prospective Bidder requiring any clarification on the RFE Documents may submit queries in writing on or before date of Pre-Bid Meeting
- b The Pre-Bid meeting will be held at Krishi Bhawan, Directorate of Agriculture, Kanke Road, Ranchi.
- c Directorate of Agriculture at its sole discretion may provide response to the queries.
- d After Pre-Bid Meeting Directorate of Agriculture may modify the RFE Document by a corrigendum.
- e Any such corrigendum shall be deemed to be incorporated into this RFE.
- f Any further corrigendum(s) to this RFE shall be published only on website <http://jharkhandtenders.gov.in>.

G. AMENDMENT OF RFE DOCUMENT

RFE once submitted by the bidder cannot be amended. However, in some circumstances (such as major anomaly in the technical specifications having a major impact on pricing), Directorate of Agriculture Jharkhand may decide to take fresh RFE from all or any of the Bidders before opening of the financial bid.

H. DEADLINE FOR SUBMISSION OF THE BIDS

- a The bids will be received through e-tendering (online on or before schedule date & time.

- b) The Directorate of Agriculture Jharkhand reserves the rights to extend the deadline or for making any other change in the Bid document by issuing an amendment online in this regard.

I. VALIDITY OF RFE

The RFE shall be effective from the date of circulation by Directorate of Agriculture Jharkhand., till two year from the date of circulation of rate.

J. EARNEST MONEY DEPOSIT (E.M.D)

- a) **Earnest Money Deposit (EMD):** The bidder shall submit an **EMD equivalent to 2% of the estimated value of this Package** through the online payment mode prescribed on the e-procurement portal. Exemption, if any, shall be applicable only as per the prevailing orders/instructions of the Government of Jharkhand.

b) **EMD Exemption**

Bidders seeking exemption from Earnest Money Deposit (EMD) must submit a valid MSE Registration Certificate, Udyam Registration Certificate, MSE Registration Certificate issued by the District Industries Centre (DIC) from any district of Jharkhand State.

Only Micro and Small Enterprises (MSEs) registered within the State of Jharkhand shall be exempted from submission of EMD, subject to uploading a valid MSE Registration Certificate issued by the competent authority, along with the DIC Certificate and proof of valid MSE status for the current year.

No exemption shall be admissible to MSEs registered outside the State of Jharkhand or to those not submitting the DIC Certificate & above-specified documents.

a) **Forfeiture of EMD**

E.M.D. of bidder will be forfeited if the Bidder at any time prior to its rejection withdraws the bid while the bid is still valid and also in case successful Bidder, fails to sign the agreement within the specified time limit.

K. FINANCIAL BID

- a) Financial bid is to be submitted online as per format given in **Annexure IV**.
- b) Bidder may submit rates for all items or less items as he wishes to quote.
- c) The cost of each item/equipment should be distinctly quoted in figures as well as in words in the prescribed BOQ. The rate/price quoted should be inclusive of Excise Duty, if any, and all taxes (GST), Freight, Insurance, etc. The successful/selected bidders have to supply inputs in all 24 districts of Jharkhand. Thus, transportation cost to the district/blocks should also be included.

L. Performance Bank Guarantee

- a) Empanelment/ rate contract shall be executed without any commitment or guarantee for any minimum quantity, place, time or value of supply. Submission of performance

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security/PBG by the successful bidder shall not create any right, claim or entitlement for placement of work orders up to the estimated/ceiling value, or for any minimum quantity or value.

- b The successful bidder shall submit performance security equal to 5% of the estimated/ceiling value of the item/items awarded to him. The performance security shall remain valid for the entire rate contract period plus 60 days and shall cover work orders issued under the rate contract up to the secured ceiling value.

For the purpose of determining the Performance Bank Guarantee (PBG), identical items having different pack sizes shall be treated as a single item. The total estimated procurement value of all such pack sizes shall be aggregated and considered as the estimated procurement value of that item.

Since the proposed contract period is for two years, the Performance Bank Guarantee shall initially be calculated on the estimated procurement value for one year only.

Accordingly, each successful bidder shall submit the prescribed Performance Bank Guarantee based on the estimated one-year procurement value before execution of the agreement. For the remaining contract period, the successful bidder shall, prior to the expiry of the existing Performance Bank Guarantee, either:

1. furnish a fresh Performance Bank Guarantee of the prescribed amount for the subsequent period; or
2. extend the validity of the existing Performance Bank Guarantee so as to cover the remaining contract period, as required by the Department.

Failure to submit a fresh Performance Bank Guarantee or to extend the validity of the existing Performance Bank Guarantee within the stipulated time shall constitute a breach of contract and shall render the bidder liable for action as per the terms and conditions of the tender.

- c If the cumulative value of work orders issued, or expected to be issued, under the rate contract exceeds the value covered by the performance security already submitted, the procuring entity may require the successful bidder to submit additional performance security in proportion to the enhanced expected/cumulative order value before issuing further work orders. The additional performance security shall be calculated at 5% of the additional value to be covered and shall remain valid for the remaining period of the rate contract.
- d The successful bidder shall not raise any claim, compensation, damages or financial demand merely on the ground that performance security/PBG has been submitted or kept valid, if no work order is issued or if the actual quantity/value ordered is less than the estimated/ceiling value mentioned for bid security/performance security purposes.
- c This condition is in accordance with Clauses 5.8.2.2 and 5.8.2.5 of the Jharkhand Procurement of Goods and Services Manual, under which approximate quantity may

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be indicated but no minimum quantity is guaranteed, and a rate contract is executed without commitment for quantity, place and time of supply.

- f The PBG shall be furnished only in electronic form (e-Bank Guarantee) issued by a bank empanelled by the Department of Finance, Government of Jharkhand, for handling Government business and accepting deposits from State Government organizations, in accordance with Finance Department Notification No. Finance/36-Proc.Man-01/2024/972 dated 19.03.2026. The Performance Bank Guarantee should be valid for minimum period of two year from the date of agreement and needs to be pledged in the favour of Director Agriculture Jharkhand.
- g After furnishing of Performance Bank Guarantee and signing of agreement within above said stipulated time, EMD should be refundable to the successful bidder / bidders.
- h Once the empanelled/selected bidder submits the Performance Bank Guarantee then the department will return its EMD within 30 days.
- i This Performance Bank Guarantee shall be forfeited, in case of failure of execution of supply as per the supply order placed time to time or supply of any substandard material reported to be found, and agreement will be terminated and the Bidder may be debarred or blacklisted by the Procurement entity.

M. PURCHASE ORDER & SUPPLY F.O.R. DESTINATION

- a The District Agriculture Officer (DAO) or Project Director (PD), ATMA will be issuing supply order on the rates finalised in the RFE as per the target of demonstrations of different crops and criteria specified from the State Level.
- b The Bidder has to supply the requisite quantity of "INM/ IPM" F.O.R. destination as described in order, which can be at Block headquarters, or any other places as the case may be, with their own mode of proper transportation, in proper shape and condition to the consignee, within stipulated time schedule.
- c It will be mandatory for empanelled agencies to declare their stocks of the INM/IPM on their sale point and report it to the concerned Officer.
- d The INM/ IPM supplied by the bidder must be tested as per batch delivered from notified labs of Jharkhand or other states. The test fee of laboratories should be borne by the respective agency and bills of only standard report will be liable for payment.
- e Empanelled/Selected bidders would have to give the supply and movement plan of the INM/ IPM from source to destination to respective DAOs/PD.

N. PROCESS OF FINALISATAION OF RATES

- 8.12
- a After consent of parties and execution of agreement, rates will be circulated as required.
 - b No offer will be accepted if the rates are quoted with the condition of minimum single order of half/full truck load etc.

O. PRICE FALL CLAUSE

- a The price charges for the offered item supplied under the contract by the bidder shall, in no case exceed the lowest price on which the bidder sells to other parties, private or government bodies.
- b If at any time during the said period, the bidders reduce the sale price of such offered item to any other person/organization at a price lower than the price chargeable under the contract, the bidder shall forthwith notify such reduction in rate to Director Agriculture. The price payable under the contract for the item supplied after the date of coming into force, of such reduction in sale price shall stand correspondingly reduced.
- c Director Agriculture Jharkhand shall be entitled to recover any amount paid in excess to the bidder in respect of sale which takes place after the reduction of price by the Bidder.
- d If the rate of similar products (with same specification) is found lower within the State of Jharkhand, Director Agriculture will have full power to cancel and recover the excess amount paid.

P. MODE OF PAYMENT

- a District Agriculture Officer (DAO) or Project Director (PD), ATMA, JPPOs and other concerned DDOs shall make payment to the supplier against supply for the offered items and after receiving standard sample report from concerned laboratories.
- b All payments against the supplies will be made only in the Name of the supplier on whom the orders for supply are issued. No payment will be made in the name of any other person or firm.
- c If due to any mistake extra payment is made to the supplier, it will be responsibility of the supplier to point out extra payment and return it to concerned Officer. Director Agriculture Jharkhand will have full authority to adjust such payments from security deposit as complains received from the District Agriculture Officer (DAO) or other concerned DDOs.
- d The supplier will have to submit all the receipts and challan at the office of District Agriculture Officer (DAO) or Project Director (PD), ATMA, JPPOs and other concerned DDOs to process the payment.

Q. PROCESS TO BE CONFIDENTIAL

- a Information relating to the process of examination, clarification, evaluation, and comparison of bids and recommendations for the award of contract shall not be disclosed to Bidders or any other persons not officially concerned with such process.
- b Any effort by the Bidder to influence any officials of the department for processing of bids or award decisions may result in the rejection of their bid.

R. FORCE MAJEURE CLAUSE

Neither party shall be held responsible for the non-fulfilment of their obligations under this agreement due to the exigency of one or more of the force majeure events, such as but not limited to acts of God, war, flood, earthquakes, strikes, lockouts, epidemics, riots, civil commotions provided on the occurrence and cessation of any such event the party affected there by shall give a notice in writing to the other party within one month of such occurrence or cessation together with the measures taken by it to mitigate and minimize the adverse effects of such force majeure event. If the force majeure conditions continue beyond six months, the parties shall jointly decide the future course of action.

S. FRAUD AND CORRUPT PRACTICES:

The Director Agriculture Jharkhand requires all the Bidders should observe the highest standard of ethics.

In pursuant to this policy, following has been defined. "Corrupt Practice" means behaviour on the part of officials in the public or private sector 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 includes the offering, giving, receiving or soliciting of anything of value. „Fraudulent Practice" means a misrepresentation of facts in order to influence an evaluation process of execution to the detriment of the Government and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid price at artificial non-competitive level.

In such an event the DIRECTORATE OF AGRICULTURE JHARKHAND shall forfeit the EMD and debar or blacklist the BIDDER from participating in future bidding processes of the Directorate of Agriculture Jharkhand for a period of 1 to 5 years.

T. COMPENSATION OF LOSSES OCCURRED DUE TO SUBSTANDARD

DEFECTIVE SUPPLY AND DEBARRING / BLACKLISTING OF SUPPLIER:

- a The Director Agriculture Jharkhand reserves its right to reject the batch / stock, if any material is not found conforming to specifications mentioned in the supply order or not found up to the mark and should be replaced immediately by the supplier on receipt of intimation from the consignee, at their own cost. In case the consignment is not replaced as specified, the consignee may have such material removed at the suppliers risk and the



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expenses incurred being liable to be recovered from Security Deposit, or from any sum due or which may become due to the supplier. No responsibility shall attach to the consignee for the safe custody of material supplied in excess and not so removed.

- b In case the competent authority feels that the continuation of the Contract is not desirable, keeping in view the substandard supplied Materials/he can terminate the same, after issuing a notice, to explain the reason to the satisfaction of the competent authority. The Bidders can also be debarred or blacklisted by the Director Agriculture Jharkhand, to carry any further business / supply of such items in the State of Jharkhand permanently or temporarily, for a fixed period, as the case may be, if it is found essential in the interest of the state.

U. TERMINATION OF CONTRACT

- a In case at any point of time bidder is found providing false information, DIRECTORATE OF AGRICULTURE JHARKHAND will not execute any rate contract (during process) or will cancel its rate contract (if rates of circulate) and the bidder can also be debarred or blacklisted from participating in future bidding processes of the DIRECTORATE OF AGRICULTURE JHARKHAND for a period of 1 to 5 years.
- b The Bidder, if breaches any condition or Clause of the Contract the DIRECTORATE OF AGRICULTURE JHARKHAND is entitled to Terminate the Contract and also entitled to demand and recover the loss incurred to it due to such termination of the Contract.
- c If the Government scheme is closed or partly revised or modified, due to Incidental decision of State/Central Government or any amendment and the proceedings of purchase is stopped or revised or modified by the DIRECTORATE OF AGRICULTURE JHARKHAND as a result of which the contract will automatically come to an end or partly continues ,the Bidder is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against DIRECTORATE OF AGRICULTURE JHARKHAND.
- d In case of the any of the conditions in the RFE document are not fulfilled by the successful bidders it shall amount deemed termination of contract, further more it shall amount to Suspension/Debarment/Blacklisting of Bidder as adopted by DIRECTORATE OF AGRICULTURE JHARKHAND.

V. CONSEQUENCES OF CONSUMER FORUM AND ANY COURT OF LAW WITH BIDDER

The bidder shall own full responsibility for the consequences arising out of consumer forum or any court of law, In case any user approaches the Consumer Forum or any court of law with the complaint regarding substandard of ordered material supplied to him through the DIRECTORATE OF AGRICULTURE JHARKHAND.

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W. Dispute Resolution

Dispute arising out of this Contract shall be subject to the jurisdiction of courts located in Ranchi, Jharkhand. The parties irrevocably submit to the exclusive jurisdiction of such courts and waive any objection to the same on grounds of venue or forum non conveniens. In all cases of legal dispute, only the Ranchi Courts shall be having the jurisdiction.

X. EXECUTION OF AGREEMENT

The successful bidder will have to execute an agreement on Rs. 100/- non-judicial stamp paper of required value with the DIRECTORATE OF AGRICULTURE JHARKHAND in the prescribed format within a fortnight from the date of communication of acceptance of his offer by the DIRECTORATE OF AGRICULTURE JHARKHAND 1st Floor Krishi Bhawan Kanke Road Ranchi, failing to do which, the earnest money will be forfeited by the DIRECTORATE OF AGRICULTURE JHARKHAND.

Y. Scope of Supply/Work: -

The bidder has to supply "INM/IPM" as per technical specification of item mentioned in **Annexure V**.

Notwithstanding anything else contained to the contrary in this RFE Document, the Director Agriculture Jharkhand, reserves the right to cancel / withdraw / modify, fully or partially the „Invitation for RFE" or to accept / reject one or all of the RFE without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

Z. PENALTY

Successful empanelled/selected bidders must supply item/equipment as per the schedule given by the ordering agency. Any delay from the stipulated schedule would invite a penalty like cancelation of supply order, deduction in payment, blacklisting or debarment by the procurement entity.

AA. Delivery Period and Liquidated Damages

The selected bidder/supplier shall complete the supply of the ordered quantity within 15 (Fifteen) days from the date of issuance of the Work Order. For any delay beyond the stipulated delivery period, Liquidated Damages (LD) at the rate of 0.2 % (Zero Point Two Percent) of the Work Order value per day shall be levied, subject to a maximum delay period of 45 (Fouty Five) days and a maximum cumulative penalty of 10% (Ten Percent) of the Work Order value.

If the selected bidder/supplier fails to complete the supply even after the expiry of the extended period of 45 (fouty five) days (i.e., a total period of 15 + 45 days), the Work Order shall stand cancelled automatically, without any further notice. In such event, a penalty equivalent to 10%

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(Ten Percent) of the Work Order value shall be imposed on the defaulting bidder/supplier. The Purchaser shall also be at liberty to procure the balance quantity from any other source at the risk and cost of the defaulting bidder/supplier, without prejudice to any other rights and remedies available under the Contract.

Provided that, the Order Placing Officer, after recording reasons in writing and being satisfied that the delay occurred due to genuine and unavoidable circumstances beyond the control of the supplier, may, at his/her sole discretion, waive or reduce the liquidated damages and/or extend the delivery period, either wholly or partially, without creating any right or precedent in favour of the supplier.

AB. Packaging & Labelling-

The selected bidder/supplier shall ensure that the goods are packaged and labelled in accordance with the specifications prescribed by the Department. If, at any stage, the Department requires any modification in the packaging, labelling, artwork, design, statutory declarations, or other related details, the selected bidder/supplier shall carry out such modifications at no additional cost to the Department. Such modifications shall not entitle the bidder/supplier to any claim for additional payment, extension of delivery period, or compensation, unless expressly approved in writing by the Purchaser.

In case of Dolomite

1. Each 10 kg bag shall bear the scheme name- "आम्लिक मृदा सुधार एवं प्रबंधन , कृषि, पशुपालन एवं सहकारिता विभाग, झारखंड सरकार", Brand Name, supplier's/ Bidder name, net weight, and batch details.
2. Only sealed and tamper-proof bags shall be accepted.

AC. Dolomite- Specific Clause

Supply of Dolomite in 10 kg HDPP/BOPP laminated bags with inner liners, labeled with:

1. Name of the Scheme
2. Supplier's name and address
3. Net weight (10 kg)
4. Batch number and manufacturing date
5. Each batch of Dolomite supplied must conform to the prescribed chemical composition and carry a quality certificate issued by an authorized Government or NABL-accredited laboratory.

Estimated Quantity:

For Dolomite- The estimated requirement of Agricultural-Grade Dolomite under this procurement is up to 2,00,000 (Two Lakh) bags of 10 kg each, to be supplied as per the demand and direction of the Directorate of Agriculture, Government of Jharkhand.

Price Limitation for Dolomite:

The rate quoted by the bidder shall not exceed ₹110 (Rupees One Hundred Ten

only) per 10 kg bag, inclusive of the cost of material, packaging, loading, transportation, unloading, and all applicable taxes and duties up to the designated delivery point.

Any bid quoting a rate higher than ₹110 per 10 kg bag shall be summarily rejected during financial evaluation.

3.2 Technical Eligibility

❖ Minimum Documents for technical eligibility

1. Bidder should submit self-attested copy of following documents:

- a Valid Insecticide license (For Insecticide)/ Fertilizer License (For Fertilizer) along with product details for which License is issued from Director Agriculture, Jharkhand/Joint Director Agriculture (Plant Protection).
- b Certificate of registration and incorporation/memorandum of association for single entity and reputed Company Firm registered under company act of Government of India / Partnership deed / Affidavit regarding sole proprietor.
- c The bidder must possess a valid trade license/Factory license issued by Competent Authority.
- d Minimum average annual turnover of Rs.1 crore in the 3 financial year (2022-23,2023-24 and 2024-25)
- e Experience in Govt supply for 3 years having minimum single work order of Rs. 3 lacs in each FY (2022-23,2023-24 and 2024-25). Completion/satisfactory certificate by the issuing authority is must.
- f GST Registration and GST return of any two quarter in last one year.
- g IT returns of the last three years and Audited balance sheet certificate by CA for three years (for financial year 2022-23, 2023-24, 2024-25)
- h EMD details
- i Address of contact person and contact no. of office located in Jharkhand State:
- j Complete mailing address with contact no. & Email ID of authorised person
- k An undertaking in form of notarized affidavit (on Rs 100 stamp paper) that the bidder hasn't been blacklisted by a central/ state government institution and that there has been no litigation with any government department on account of similar services must be submitted. **(As per Annexure VI)**
- l Notarized affidavit (on Rs 100 stamp paper) for agreeability for Demonstration & Training to Farmers

Note: All the above documents mentioned in 3.2.1 are mandatory for a bidder to be technically eligible and proceed for technical evaluation. In case if any of the documents are not available, the bidder will be out rightly rejected.

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2. Documents necessary for technical evaluation (technical evaluation of only technically eligible agencies as per 3.2.1 would be done)

- a. The bidder shall have a minimum of three (03) years' experience in supplying Integrated Nutrient Management (INM)/Integrated Pest Management (IPM) inputs/ Dolomite or similar items to Government Departments, Government Undertakings, Public Sector Undertakings (PSUs), Autonomous Bodies, or Government-funded organizations.
- b. The bidder must have successfully executed at least one (1) single work order for the supply of any one of the relevant item(s) included in the BoQ, having a minimum value of INR 3,00,000 (Rupees Three Lakh only) in each of the Financial Years 2022–23, 2023–24, and 2024–25
- c. A Completion Certificate or Satisfactory Performance Certificate, duly issued by the work order issuing authority/client, shall be mandatory as documentary evidence in support of the claimed experience. Mere submission of the work order, purchase order, invoice, or supply order shall not be considered sufficient for meeting this criterion.
- d. For the purpose of this eligibility criterion, experience in the supply of any one relevant item included in the BoQ shall be considered sufficient. Bidders are not required to submit separate experience credentials for each item quoted in the financial bid.
- e. The necessary documentary proof which will be valid are similar nature work completion certificates issued by the competent authority of that organisations/payment certificates/copy of work order in case of an ongoing work.
- f. Manufacturing/ Production capacity Per Month in 2026-27 & 2027-28 and Supply capacity in Jharkhand per Month for the same period must be submitted on Company's Letter Head with Signature and Seal. **(As per Annexure II)**
- g. Availability of sales centre in Jharkhand.
- h. Bank Solvency Certificate- for an amount of ₹30,00,000/- (Rupees Thirty Lakh only)
- i. Copy of government supply of INN/ IPM inputs with each work order value of more than 3 lakhs. Completion/ satisfactory certificate by the issuing authority is must.

3. Other Details for bidders

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- a Bid valid for shorter period than specified shall be rejected as non-responsive.
- b Bid to be signed by bidder or duly authorised representative; written authorisation to be attached.
- c If any Bidder wants to avail relaxation and exemption under Jharkhand Startup Policy 2016, they must submit all the supporting documents and undertaking related to it. (As per Annexure VII A)
- d Empanelled/ Selected agency should not sublet or assign his contract or any part of it to other vendors or local suppliers.
- e All the necessary affidavit must be done through any Notary Office of Ranchi or other notary offices of the country.
- f The bidder will mention batch wise quantity of INM/ IPM supplied in the delivery challan and bills. The challan No. and date should invariably be indicated in the Bills / Invoice, when raised by the empanelled agency. The batchwise release Orders/ test reports from the concerned Authority are to be furnished by the empanelled agency along with the bill.

3.3 Consortium

Consortium is not allowed

3.4 List of documents to be submitted as part of response to RFE

All documents must be properly marked and submitted. The response to RFE should be submitted in on e-tender portal only.

The bidders are required to give two sealed covers containing documents/information as follows:

- a. Technical & general information along with supporting documents and EMD (As per Annexure I,II III, V,VI,VII,VIII)
- b. Financial bid giving variety wise rate of INM/ IPM as sought in RFE documents. (As per Annexure IV)

3.5 Disqualification

Director, Agriculture may at its sole discretion and at any time during the evaluation of application, disqualify any applicant, if the applicant:

- a Submitted the application after the response deadline;
- b Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;



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- c Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
 - d Submitted an application that is not accompanied by required documentation or is non-responsive;
 - e Failed to provide clarifications related thereto, when sought; ~~Deleted~~
 - f Submitted more than one application on its own, or incomplete application
 - g Was declared ineligible/blacklisted by the Government of India/State/UT government. Or is in litigation with government of Jharkhand.

SECTION IV- EVALUATION AND EMPANELMENT/SELECTION PROCEDURE

In order to empanel/Select agencies, constituted Tender Committee will evaluate the submitted proposals. During evaluation of proposals Department of Agriculture/ Agriculture. The process for empanelment is as given below.

4.1 Evaluation process

Scrutiny of eligibility criteria as mentioned for responsiveness to the RFE will be done by the Tender Committee to determine whether the documents have been properly signed, qualification criteria fulfilled, all relevant papers submitted and whether the response to RFE is generally in order. The response to the RFE not conforming to requirements will be rejected.

The selection of agencies will be based on the evaluation of the technical bids by the Tender Committee.

1. Scrutiny of the bids for compliance with the eligibility criteria and responsiveness to this Request for Empanelment (RFE) shall be carried out by the Tender Committee. The Committee shall verify whether:
 - o the bid has been duly signed by the authorized signatory;
 - o the bidder fulfils the prescribed eligibility and qualification criteria;
 - o all required documents and supporting evidence have been submitted; and
 - o the bid is substantially responsive to the requirements of the RFE.
2. Any bid found to be non-responsive or not conforming to the requirements of the RFE shall be liable to rejection.
3. Only those bidders whose Technical Bids are found responsive and who satisfy all eligibility conditions shall qualify for opening of the Financial Bid.

4. Financial Bids of technically qualified bidders shall be opened and evaluated on an **item-wise basis** as per the Bill of Quantities (BoQ).
5. The total quoted price for each item, inclusive of all applicable taxes, duties, freight, loading, unloading, insurance, transportation, and all other incidental charges, shall be considered for financial evaluation.
6. Evaluation of financial bids shall be carried out under the **Least Cost Method (L1)**. The bidder quoting the **lowest evaluated responsive rate (L1)** for each individual item shall be considered for selection for that item, subject to fulfillment of all tender conditions and approval of the Competent Authority.
7. Verification of Statutory Licences for Relevant Items:
 - The bidder shall submit all valid statutory licences, registrations, approvals, and authorizations applicable to the relevant item(s) quoted in the bid. The authenticity and validity of such licences shall be verified during the Financial Evaluation stage.
 - If a bidder fails to submit a valid licence(s) or the submitted licence(s) is found to be invalid, expired, or not applicable to the relevant item(s), the financial bid (price bid) of such bidder for the concerned item(s) shall be treated as non-responsive and shall be rejected. However, the bidder shall continue to be considered for evaluation of other item(s) for which all requisite valid licences have been submitted and found acceptable.
8. **Identical items having different pack sizes shall be treated as separate items for the purpose of financial evaluation**, unless otherwise specifically provided in the tender document.
9. **Item-wise L1 selection shall be undertaken only if a minimum of two (02) valid and responsive financial bids are available for the respective item.** In case fewer than two responsive financial bids are received for any item, the Department reserves the right to cancel the procurement of that item, invite fresh bids, negotiate in accordance with the applicable procurement rules, or take any other decision deemed appropriate by the Competent Authority.
10. It shall be deemed that by submitting a bid, the bidder has carefully examined and understood the scope of work, the provisions of this RFE, and all other information relevant to the tender. No claim arising out of misunderstanding or lack of knowledge of the tender conditions shall be entertained.

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11. The Director Agriculture, Jharkhand shall not be responsible for any mistake, omission, miscalculation, or error committed by the bidder while preparing or submitting its bid.
 12. The Director Agriculture, Jharkhand reserves the right to amend, modify, supplement, or clarify any provision of the tender document by issuing a corrigendum/addendum at any time prior to the last date for submission of bids. Such corrigendum/addendum shall form an integral part of the tender document.

4.2 Empanelment/Selection

- Selection of bidders shall be based on the outcome of the technical and financial evaluation carried out in accordance with the provisions of this RFE.
- The successful bidder(s) shall be empanelled and/or awarded a Rate Contract for the respective item(s) for which they are declared L1, subject to approval of the Competent Authority.
- The Director Agriculture, Jharkhand reserves the right to accept or reject any or all bids, cancel any item or the entire tender, reduce or increase the quantity, or annul the tender process at any stage without assigning any reason, in accordance with the applicable procurement rules.
- The selected/empanelled agency shall be required to submit the prescribed Performance Bank Guarantee, execute the Agreement, and fulfill all pre-contract formalities within the stipulated period.
- The agencies selected for empanelment/rate contract shall execute an Agreement with the Director Agriculture, Jharkhand, accepting all terms and conditions of the RFE. After execution of the Agreement, no variation or modification in its terms and conditions shall be valid unless made through a written amendment duly signed by both parties.
- A Letter of Intent (LoI) and/or Work Order shall be issued to the successful bidder(s) after completion of all contractual formalities.

4.3 Tie-Breaker

In the event that two or more technically qualified bidders quote the same lowest evaluated price (L1) for any item, the tie shall be resolved in the following order:

1. The bidder having the higher average annual turnover during the last three financial years shall be ranked higher.
2. If the tie still remains unresolved, the bidder having the higher value of a single completed work order for the respective item or similar nature of supply shall be ranked higher.

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3. If the tie still persists, preference shall be given to the bidder having higher experience in supply of the respective INM/IPM input or similar items to Government Departments, Government Undertakings, Public Sector Undertakings (PSUs), Autonomous Bodies, or Government-funded organizations, based on the cumulative value of completed supplies during the prescribed experience period.
 4. If the tie continues even after applying the above criteria, the selection shall be decided by draw of lots in the presence of the tied bidders who choose to attend, and the decision of the Tender Committee/Competent Authority shall be final and binding.

The decision of the Competent Authority regarding the application of the tie-breaker criteria shall be final and no representation in this regard shall be entertained.

SECTION V: TERMS AND CONDITIONS OF AGREEMENT

The agencies selected for empanelment/ rate Contract will have to sign an agreement with Director Agriculture Jharkhand with the following terms and conditions.

5.1 Nativity

The organization must be incorporated in India as per GOI guidelines.

5.2 Relationship

Neither party shall use the other parties name or any service or proprietary name, mark or logo of the other party for promotional purpose without first having obtained the other party's prior written approval.

5.3 Right to rejection and Right to annulment

Director Agriculture Jharkhand reserves the right to reject any request for empanelment and to annul the empanelment process and reject all such requests at any time prior to empanelment, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision.

5.4 No obligation

Empanelment with Directorate Agriculture Jharkhand does not guarantee that any or all Bidders shall be awarded supply order as a result of this empanelment.

5.5 Confidentiality

Information relating to evaluation of application and recommendations concerning awards shall not be disclosed to the Bidders who submitted the applications or to other persons not

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officially concerned with the process. The undue use by any applicant of confidential information related to the empanelment process may result in the rejection of their application.

5.6 Period of Empanelment

Director Agriculture Jharkhand shall empanel agencies for two years i.e upto 2027-28.

Director Agriculture Jharkhand shall be free to curtail the empanelment at any time during the period of empanelment, without assigning any reason.

5.7 Indemnity

The Empanelled Agencies will indemnify Director Agriculture Jharkhand against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of software/ hardware/ manpower etc. and related services or any part thereof. DIRECTOR AGRICULTURE JHARKHAND stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period. Director Agriculture Jharkhand also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower while working on the project.

5.8 Only one application

An applicant can submit only one proposal on its own. If an applicant submits more than one proposal, both proposals shall be disqualified.

5.9 Amendment

At any time prior to deadline for submission of applications, Director Agriculture Jharkhand may for any reason, modify this document. The amendment document shall be notified through website and such amendments shall be binding on all Bidders.

5.10 Disclaimer

This RFE is not an offer by the Director Agriculture Jharkhand, but an invitation to receive responses from eligible interested Bidders as INM/ IPM supplying agency for Directorate, Agriculture Jharkhand. The Directorate Agriculture Jharkhand will empanel limited Bidders who fulfil the eligibility criteria. No contractual obligation whatsoever shall arise from this process.

The evaluation shall be strictly based on the information and supporting documents provided by the Bidders in the application submitted by them. It is the responsibility of the Bidders to provide all supporting documents necessary to fulfil the mandatory eligibility criteria. In case, information required by Director Agriculture Jharkhand is not provided by applicant, Director Agriculture Jharkhand may choose to proceed with evaluation based on information provided

and shall not request the applicant for further information. Hence, responsibility for providing information as required in this form lies solely with applicant.

5.11 Binding Clause

All decisions taken by the Director Agriculture Jharkhand regarding this contract shall be final and binding on all concerned parties.

5.12 Agency's Integrity

Bidders shall adhere to the highest standards of integrity and ethics throughout the procurement process and contract period. Bribery, offering or accepting gifts or rewards, misrepresentation, collusion, misuse of confidential information, coercion, obstruction of audit or investigation, non-disclosure of conflicts of interest, and concealment of any prior debarment/blacklisting are strictly prohibited. The selected Agency shall be responsible for and obligated to perform all contracted activities strictly in accordance with the Scope of Work and the terms and conditions of the Contract.

5.13 Agency's Obligations

The Empanelled Agency will be obliged to work closely with the Director Agriculture Jharkhand's staff, act within its own authority and abide by directives issued by the Director Agriculture Jharkhand.

The Agency will abide by the job safety measures prevalent in India and will free the Director Agriculture Jharkhand from all demands or responsibilities arising from accidents or loss of life the cause of which is the Agency's negligence. The Agency will pay all indemnities arising from such incidents and will not hold the Director Agriculture Jharkhand responsible or obligated.

The Agency will be responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanour.

The Agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to Director Agriculture Jharkhand's interest.

5.14 Conflict of Interest

Bidder shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Bidder due to prior, current, or proposed contracts, engagements, or affiliations with the Department. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements.

5.15 Non-Disclosure Agreement

The Agency will treat as confidential all data and information about the Director Agriculture Jharkhand, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Director Agriculture Jharkhand. All agencies shortlisted for empanelment shall submit a Non-Disclosure Agreement to Director Agriculture Jharkhand.

5.16 Intellectual Property Rights

Director Agriculture Jharkhand shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, products, software, specifications, reports, drawings and other documents which have been developed by the consulting agency during the performance of Services and for the purposes of inter-alia use or sub-license of such

Services under this Contract. The agency undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to Director Agriculture Jharkhand and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of Director Agriculture Jharkhand.

The Agency shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Agency shall keep Director Agriculture Jharkhand indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Agency during the course of performance of the Services.

5.17 Arbitration

If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree to submit that dispute to arbitration under GOJ & GOI guidelines and the arbitration will be conducted under Jharkhand Courts only.

5.18 Applicable Law

The agency shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

5.19 Special Disclaimer Regarding Award of Work Order

Special Disclaimer Regarding Relaxation and Finalization of Tender

Notwithstanding anything contained elsewhere in this RFE document, the empanelment and award of work orders under this tender shall be subject to relaxation, wherever required, under the provisions of the Procurement of Goods and Services Manual, 2024 and approval thereof by the Competent Authority.

In case the required relaxation is not accorded by the Competent Authority up to the date of finalization of the tender process, the Directorate of Agriculture, Government of Jharkhand reserves the right to finalize the tender and issue work order(s) to the eligible Lowest (L1) bidder(s) for each item in accordance with the prevailing procurement rules, policies and guidelines.

However, in the event that the Competent Authority accords the required relaxation subsequent to the finalization of the tender process, all the technically qualified bidders will be called for negotiation to empanelled at discovered L1 rate for a particular Product, the Directorate of Agriculture, Government of Jharkhand reserves the right, to empanel eligible agencies under this RFE and place orders through such empanelment mechanism in accordance with the terms and conditions of this RFE.

No bidder shall have any claim, right, compensation or damages against the Directorate of Agriculture, Government of Jharkhand on account of grant or non-grant of such relaxation, or any consequential change in the mode of procurement, empanelment or award of work orders. The decision of the Competent Authority and the Directorate of Agriculture in this regard shall be final and binding on all bidders.

5.20 Grievance Redressal Mechanism

The Technical Evaluation Report shall be uploaded on the e-Procurement Portal. Any bidder aggrieved by the Technical Evaluation may submit a representation in writing to the Bid Inviting Authority within 2 (Two) working days from the date of uploading of the Technical Evaluation Report. No representation received thereafter shall be entertained.

The Financial Proposals of technically qualified bidders shall be opened after the expiry of 3 (Three) working days from the date of uploading of the Technical Evaluation Report or after

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disposal of representations received within the stipulated period, whichever is later. The decision of the Bid Inviting Authority on such representations shall be final and binding on all bidders.

Annexure I: Technical Bid- Minimum Document Required

A. Minimum Document Required for Technical Evaluation

Sl.	Particulars	Details	Document enclosed (Yes/No)
1	Name of the Agency		
2	Nature of the Firm (Proprietorship/Partnership/ Pvt. Ltd. Company/Any other firm)		
3	Details of registration		
4	Valid Insecticide license (For Insecticide)/ Fertilizer License (For Fertilizer) along with product details for which License is issued from Director Agriculture, Jharkhand/Joint Director Agriculture (Plant Protection), Ranchi		
5	Valid Trade/Factory License		
6	Complete mailing address with contact no. & Email ID:		
7	PAN No.:		
8	GST NO and GST Return of any two quarter in last one year.:		
9	EMD Details:		
10	Address of contact person and contact no. of office located in Jharkhand State:		
11	Annual turnover of the three years: (For financial year 2022-23, 2023-24, 2024-25. Enclose copy of IT returns of the last three years and Audited balance sheet certificate by CA		

Annexure II: Technical Bid Documents necessary to qualify Technical Evaluation

1. Documents necessary to qualify Technical Evaluation

Sl. No.	Attached Document	Details	Documents Enclosed if any
1	Dully filled – in application form in prescribed format.		
2	Last 3 years or more work experience in Government Department for respective component (supply of INM/ IPM) of similar nature work separately, with all necessary documentary proof.		
	(a) Similar nature work completion certificates /Satisfactory performance certificate issued by the competent authority of that organisation		
	(b) Payment certificates OR		
	(c) copy of work order in case of an ongoing work		
3	Availability of sales centre in Jharkhand		
4	Number of single orders above INR 3 lakh (Govt. supply) in each financial year (2022-23, 2023-24, 2024-25)		
5	Bank Solvency Certificate:		

2. Technical Specification & Manufacturing/ Production Capacity for IPM Input

Sl.	Name of IPM Input	Name of Manufacturer/ Formulator	Mfg. Lic. No	Manufacturing/ Production capacity Per Month	Supply capacity in Jharkhand per Month	License No. For Jharkhand State (From Director Agriculture, Jharkhand/Dy Director Agriculture (Plant Protection) Ranchi	Validity of License issued by Director Agriculture, Jharkhand/ Dy Director Agriculture (Plant Protection) Ranchi
1	2	3	4	5	6*	7*	8

3. Technical Specification & Manufacturing/ Production Capacity For INM Input

Sl	Name of INM Input	Name of Manufacturer/ Producer	Mfg. Lic. No	Manufacturing/ Production capacity Per Month	Supply capacity in Jharkhand per Month	License No. For Jharkhand State (From Director Agriculture, Jharkhand.	Validity of License issued by Director Agriculture, Jharkhand.
1	2	3	4	5	6*	7*	8

***Manufacturing/ Production capacity Per Month in 2026-27 & 2027-28 and Supply capacity in Jharkhand per Month in must the said period to be submitted in Company Letter Head with Signature and Seal.**

This is to certify that I will only supply the material (IPN/ INM) of the manufactures listed above. In case if I will supply IPM/ INM of different brand I will take prior approval from the Director Agriculture Jharkhand.

Note: -

1. I accept all the terms and conditions mentioned in the document to be registered with Directorate of Agriculture, Jharkhand, Ranchi.
2. I hereby certify that all the information mentioned above are true and in case any information is found to be incorrect, my application may be treated as rejected by Directorate of Agriculture, Jharkhand, Ranchi.

Signature :

Name :

Designation :

Seal :

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Annexure III: FORMAT OF AUTHORITY LETTER

(Letter head of the proposer)

M/s _____

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

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

Seal of the Company:

Dated :-----

Signature of Authorized Signatory

Name-

Designation

Annexure IV Financial Bid (BOQ) Format

Item Wise BoQ

Tender Issuing Authority: Director Agriculture, Directorate of Agriculture, Department of Agriculture, Animal Husbandry & Cooperative, Jharkhand

Name of Work: Notice Inviting Request for Empanelment (NIE) for Rate Contract for the Supply of INMTPM Inputs for Augmenting the Production and Productivity of Various Agricultural Crops, viz. Cereals, Pulses, and Oilseeds, for a Period of Two (02) Years (2026-2028)

Contract No. 8304638620

Name of the Bidder (Bidding Firm) Company:	
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PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.)

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER	NUMBER	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Estimated Rate in Rs. P	BASIC RATE in Figures To be entered by the Bidder in Rs. P	GST (If applicable in Percentage)	GST Amount in Rs. P	HSN / SAC Code	TOTAL AMOUNT excluding taxes in Rs. P	TOTAL AMOUNT including taxes in Rs. P	TOTAL AMOUNT in Words
1	2	3	4	5	6	7	8	9	10	11	12	13
1	Package-1 Dolomite											
1.01	Dolomite (80 mm sieves size) (Agriculture grade)	Item1	1.00	10 Kg Pack	0.00			0.00		0.00	0.00	INR Zero Only
1.02	Dolomite (80 mm sieves size) (Agriculture grade)	Item2	1.00	25 Kg Pack	0.00			0.00		0.00	0.00	INR Zero Only
1.03	Dolomite (80 mm sieves size) (Agriculture grade)	Item3	1.00	50 Kg Pack	0.00			0.00		0.00	0.00	INR Zero Only
Total in Figures										0.00	0.00	INR Zero Only
Quoted Rate in Words												INR Zero Only

Similarly for Package 2,3,4 & 5 will be provided to bidders.

Annexure V- Recommended INM/ IPM for Jharkhand
DETAILS OF AGRICULTURAL INPUTS (INM/IPM) TO BE SUPPLIED:-

The procurement has been divided into five (05) Packages. Bidders may submit bids for one or more Packages. Evaluation and award shall be carried out separately for each Package unless otherwise specified in the bidding document.

Package- no.	Package Name	Estimated Budget
Package-1- A. Soil Ameliorates	Dolomite	5 crore
Package-2- B. Micronutrients	Micronutrients	5 crore
Package-3 C. Bio-fertilizers	Bio-Fertilizers	4 crore
Package-4 D. Organic fertilizer, E. Urea & DAP	Organic fertilizer, Urea & DAP	4 crore
Package-5 IPM Inputs (a to e)	IPM Inputs	6 crore

INM INPUTS

A. Soil Ameliorates			
Sl. No.	Input Name	Size	Remarks
1	Dolomite (80 mm down sieve size) (Agriculture grade)	10Kg / 25 Kg/50 Kg Pack	

B. Micronutrients			
Sl. No.	Input Name	Size	Remarks
1	Borax (Na Borate) Boron 10.5%	1Kg /2 Kg Packet	
2	Borax (Na Borate) Boron 20%	1Kg /2 Kg Packet	
3	Phosphogypsum for sulphur	25 Kg / 50 Kg Packet	
4	Zinc Sulphate (Zinc 21%)	1Kg / 5 Kg / 10 Kg Packet	
5	Zinc Sulphate (Zinc 33%)	1Kg / 5 Kg / 10 Kg Packet	

C. Bio-fertilizers			
Sl. No.	Input Name	Size	Remarks
1	Azotobacter	100 gm Packet	
2	Azospirillum	100 gm / 250 gm Packet	
3	Phosphate Solubilizing Bacteria (PSB)	100 gm Packet	
4	Blue -green algae (BGA)	1 Kg / 5 Kg Packet	
5	Azolla	1 Kg / 5 Kg Packet	
6	Rhizobium Culture	100 gm Packet	

D. Organic fertilizer			
Sl. No.	Input Name	Size	Remarks
1	Vermicompost	50 Kg Packet	

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2	City Compost	50 Kg Packet	
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E.		
Input Name	Size	Remarks
Nano Urea	500ml/1000ml	
Nano DAP	500ml/1000ml	

IPM INPUTS

a. Fungicides			
Sl. No.	Input Name	Size	Remarks
1	Carbendazim 50% WP	100 gm / 250 gm / 500 gm	
2	Mancozeb 75% WP	250 gm / 500 gm / 1 Kg	
3	Metalaxyl 35% WS	10 gm / 25 gm / 50 gm / 100 gm	
4	Hexaconazole 5% SC	100 ml / 250 ml / 500 ml	
5	Propiconazole 25% EC	100 ml / 250 ml / 500 ml / 1000 ml	
6	Tricyclazole 75% WP	20 gm / 100 gm / 250 gm / 500 gm	
7	Metalaxyl (8%)+Mancozeb(64% WP)	100 gm / 250 gm / 500 gm	
8	Carbendazim (12%) + Mancozeb (63% WP)	100 gm / 250 gm / 500 gm	
9	Chlorothalonil 75% WP	As available	
10	Trifloxystrobin 25%wg + Tebuconazole 50%wg	10 gm / 25 gm / 50 gm / 100 gm	
11	Fosetyl-AL 80%WP	100gm/250gm/500gm/1000gm	
12	Azyoxystrobin 23%SC	15ml/50ml/100ml/200ml/500ml /1ltr	
13	Aureofungin 46.15%SP	13gm/65 gm	
14	Traidimefon 25%WP	100gm	
15	Copper oxy chloride 50%WP	500gm	
16	Cymoxanil+Mancozeb 8%+64% WP	100gm/300gm/600gm/ 1200gm	
17	Famoxadone+Cymoxanil 16.6%+22.1%SC	200ml	
8	Tebuconazole 25.9%EC	100ml/250ml/500ml/1ltr	
19	Chlorthalonil 75%WP	250gm/500gm/1000gm	
20	Dinocap 48%EC	250ml/500ml/1ltr	
21	Azoxystrobin+Mancozeb 11.5%+30%WP	300gm	
22	Streptomycin sulphate + Tetracycline hydrochloride 90%+10%	6gm	
23	Thiophenate-Methyl 70%WP	100gm	
24	Wettable sulphur 80%	1kg	
25	Kasugamycin 3%SL	50ml/100 ml / 250 ml / 500 ml	
26	Flupyram 34.48%SC	100 / 250 ml / 500 ml	

b. Bio Pesticides			
Sl. No.	Input Name	Size	Remarks
1	Trichoderma Viride 1% WP	100 gm / 250 gm / 500 gm / 1000 gm	
2	Trichoderma Harzianum 1% WP	100 gm / 250 gm / 500 gm / 1000 gm	
3	Beauveria bassiana 1.15% WP	100 gm / 250 gm / 500 gm / 1000 gm	

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4	Neem Based Pesticide (Azadirachtin 1500 ppm)	250 ml / 500 ml / 1000 ml	
5	Trichocard (18cm x 9cm)	Set of 8 Pieces	
6	NPV of Helicoverpaarmigera 2.0% AS	100 ml / 250 ml / 500 ml	
7	Pseudomonas Fluorescens	100 gm / 250 gm / 500 gm / 1000 gm	
8	Verticillium lecani 1.15%WP	500 gm, 1 Kg	
9	Bacillus Thuringiensis Bt var Kurstaki (2X10⁸ CFU)	500 ml / 1000 ml/2000ml	
10	Metarhizium anisopliae(2X10⁸ CFU)	500 / 1000 ml/2000ml	

c. Insecticides			
Sl. No.	Input Name	Size	Remarks
1	Quinalphos 25% EC	100 ml / 250 ml / 500 ml / 1000 ml	
2	Spinosad 45% SC	As available	
3	Imidacloprid 17.8% SL	10 ml / 50 ml / 100 ml / 250 ml	
4	Chlorantraniliprole 18.5%SC	100 ml / 250 ml / 500 ml / 1000 ml	
5	Chloropyrifos 20%EC	100 ml / 250 ml / 500 ml	
6	Fenprothrin 30%EC	250ml/500ml/1ltr	
7	Spiromesifen 22.9%	100ml/200ml/ 500ml/1ltr	
8	Emamectin benzoate 5%SG	10gm/50gm/100gm/250gm/500gm/1kg	
9	Cyantraniliprole 10.26%OD	180ml	
10	Spinetoram 11.7%SC	180ml	
11	Propargite 57%EC	100ml/250ml/500ml/1ltr	
12	Thiamethoxam 25%WG	50gm/ 100gm/ 250gm/ 500gm/1kg	
13	Imidacloprid 70%WG	2gm/ 30gm	
14	Indoxacarb 15.8%EC	100ml/250ml/ 500ml/1ltr	
15	Flubendiamide 39.35%SC	50ml/ 100ml	
16	Fipronil 5%SC	100ml/250ml/500ml/1ltr	
17	Fipronil 0.3%GR	500gm/ 1kg/2kg	
18	Fenazaquin 10%EC	250ml/ 500ml/1ltr	
19	Acetamiprid 20%SP	20gm/ 50gm/100gm/250gm/500gm	
20	Fenvalerate 20%EC	250 ml/500 ml	
21	Cartap Hydrochloride 4%GR	500gm/ 1kg/2kg/ 5kg	
22	Pymetrozin 50%WG	250 gm / 500 gm / 1000gm	
23	Chlorantraniliprole 0.4%GR	500gm/1kg/2kg	
24	Buprofezin 25%SC	250ml/ 500ml/1000ml	
25	Cypermethrin 25%EC	100ml/250ml/ 500ml	
26	Lambda Cylothrins 5%EC	100ml/250ml/ 500ml	
27	Beta-cyfluthrin 8.49%+Imidacloprid 19.81%	100ml/250ml/ 500ml	
28	Novaluron 10%EC	250 ml / 500 ml / 1000 ml	
29	Profenofos 50%EC	100ml/250ml/ 500ml	
30	Fenvalerate 0.4DP	500gm/1kg	
31	Sticking Agent/Sticker	100ml/250ml/ 500ml	

d. Weedicides / Herbicide			
Sl. No.	Input Name	Size	Remarks
1	Pendimethalin 30% EC	250 ml / 500 ml / 1000 ml	
2	Pretilachlor 50% EC	250 ml / 500 ml / 1000 ml	
3	Atrazine 50% WP	250 gm / 500 gm / 1 Kg	
4	Imazethapyr 10% SL	250 ml / 500 ml / 1000 ml	
5	Bispyribac Sodium 10% SC	100 ml / 250 ml / 500 ml / 1000 ml	
6	Oxyfluorfen 23.5%EC	50ml/ 100ml/250ml/500ml/1ltr	

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7	Metribuzin 70%WP	100gm	
8	Metsulfuron methyl 20%WP	8gm	
9	Pyrazosulfuron Ethyl- 10% WP	20gm/ 80gm	
10	2, 4-D Amine Salt 58%SL	500ml/1000ml	

e. Traps		
1	Pheromone Traps with 4 Pcs. Lures (Rice Stem Borer)	Set of 5 Pcs
2	Pheromone Traps with 4 Pcs. Lures Pulses Pod Borer (Heliothis)	Set of 5 Pcs
3	Yellow Sticky Trap-	210*148 mm or 8.27*5.83 inch (Set of 10 Pcs)
4	Blue Sticky Trap-210*148 mm or 8.27*5.83 inch (Set of 10 Pcs)	210*148 mm or 8.27*5.83 inch (Set of 10 Pcs)
5	Fruit fly trap (cucurlure)	Set of 5 Pcs
6	Fruit fly trap (Frulure)	Set of 5 Pcs
7	Pheromone trap for brinjal fruit & shoot borer	Set of 5 Pcs
8	Pheromone trap for diamond back moth	Set of 5 Pcs
9	Pheromone trap for spodoptera lutura (slure)	Set of 5 Pcs
10	Pheromone trap for fall army worm	Set of 5 Pcs
11	Solar light trap (Lamp LED)	Solar pannel /5W/10W

Note: The specifications of some of the Agricultural Input (INM/ IPM) mentioned in the tender document are illustrative and not specific."

Note: In the Schedule of Requirements as per annexure-V, all specified pack sizes of an item have been shown in a single row for convenience. However, the BoQ provides separate columns/fields for quoting rates for each individual pack size of the respective item. Bidders shall quote rates separately for each applicable pack size, and the L1 bidder shall be determined separately for each pack size.

Handwritten signatures and marks at the bottom of the page.

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Annexure VI AFFIDAVIT

I, _____ S/o _____ Director/ Proprietor of
M/S..... 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/Firm by the Board of Directors vide its Resolution passed on
2. That the Director Agriculture, Jharkhand vide Advertisement published in had invited offers for supply of INM/IPM for augmenting production and productivity of Cereals, Pulses and Oilseeds in Jharkhand.
3. That in response to the said Advertisement as stated in paragraph (2) above, our firm has submitted its e-tender Technical & Financial proposals to the Director Agriculture, Jharkhand on
4. That Technical proposal of our firm M/S..... containing necessary information and particulars furnished as per given Performa, detailing therein:
 - a) Firm's general experience and achievements in the field of supplying agriculture inputs (INM/IPM) for augmenting production and productivity of Cereals, Pulses, Oilseeds & Other Crops.
 - b) The Qualification and Competency of the dealers for the Assignment.
2. That the statements made in paragraphs 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 the.....day of2026

Deponent:

Identified by me:

Annexure VII: DECLARATION

We have gone through the complete RFE documents and understood the instruction to the bidder, and we accept the Terms & Conditions mentioned in this RFE documents.

We M/s. _____ hereby provide our lowest rates for the RFE for the supply through the Directorate of Agriculture, Jharkhand, conforming to the specifications mentioned in the RFE document.

1.1 We Declare that: -

We undertake to supply such quantities of Items, as we may be called upon to supply under the conditions hereto, during the allotted period from the date of execution of the agreement, on the rates specified in the agreement, at the places to be specified by the Director Agriculture, Jharkhand, within the specified delivery period.

We do undertake that on receipt of supply order, we shall be able to supply the required quantity of INM/ IPM as per the schedule given by Directorate of Agriculture, GoJ. In default of supply beyond the stated period, Director, Agriculture Jharkhand may take penal actionlike cancelation of supply order, deduction in payment, blacklisting or debarment.

We hereby agree to abide by and fulfil all the terms of this offer and all the conditions of contract or in default then to forfeit and pay to the Director Agriculture, Jharkhand, his successors, the penalties or sum of money mentioned in the said conditions.

We accept that the Earnest Money Deposit by us shall be retained by the Director Agriculture, Jharkhand, on account of the Security Deposit specified in clause of the said conditions of contract,

1.2 We declare that we have not been blacklisted/debarred by any Institute/Authority.

In the event it is found, either during the bid evaluation process or at any time thereafter, that the bidder has furnished false information or has been blacklisted, debarred, or banned by any such authority during the said period, the bid shall be summarily rejected, and the Bid Security/EMD shall be forfeited. If the Contract has already been awarded, the Purchaser shall have the right to terminate the Contract forthwith, forfeit the Performance Security, and take such other action as deemed appropriate under the terms of the Contract and applicable law.

1.3 We declare that the entire submitted document is original & true to my knowledge.

Date _____ Officer's Signature _____
(Name _____)

Witness (Name & Signature)

Address _____

Address _____

Name of the Firm _____
(Seal & Signature) _____

Handwritten signatures and initials at the bottom of the page.

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Annexure VIII: Certificate & Undertaking

A. UNDERTAKING REGARDING JHARKHAND START-UP POLICY 2016

I, certify that I am the Secretary/Director/Proprietor of the Company/Firm named Situated at and I am participating in e-tender invited by Director Agriculture, Jharkhand, Ranchi through PR No-..... In this e-tender, I am availing /not availing relaxation as per Jharkhand Start-up Policy 2016.

Secretary/Director/Proprietor

Date & Seal

✓

✓

2/6/1

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Annexure-IX- Draft Contract Agreement

AGREEMENT NO. _____/2026-27

This Master Empanelment and Rate Contract Agreement ("Agreement") is executed on this ____ day of _____, 2026 at Ranchi.

BETWEEN

The Governor of Jharkhand acting through the Director Agriculture, Directorate of Agriculture, Department of Agriculture, Animal Husbandry and Cooperative, Government of Jharkhand, having its office at Krishi Bhawan, Kanke Road, Ranchi-834006 (hereinafter referred to as the "Department" or "Purchaser", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns);

AND

M/s _____, a Company/Firm/Partnership/Proprietorship concern incorporated and existing under the applicable laws of India, having its registered office at _____, represented through its duly authorized signatory Shri/Smt. _____ (hereinafter referred to as the "Empanelled Agency", "Supplier" or "Contractor", which expression shall, unless repugnant to the context, include its successors and permitted assigns).

The Department and the Supplier are hereinafter collectively referred to as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, the Government of Jharkhand is implementing various agricultural development programmes, Centrally Sponsored Schemes, State Sponsored Schemes, Special Projects and Demonstration Programmes aimed at enhancing agricultural productivity, improving soil fertility, promoting sustainable agricultural practices and increasing farmers' income;

AND WHEREAS, the Directorate of Agriculture intends to ensure timely availability of quality Integrated Nutrient Management (INM) and Integrated Pest Management (IPM) Inputs to eligible beneficiaries under such programmes;

AND WHEREAS, the Directorate of Agriculture invited Request for Empanelment (RFE) for empanelment of eligible agencies for supply of approved INM/IPM Inputs throughout the State of Jharkhand;

AND WHEREAS, the Supplier participated in the aforesaid RFE process and submitted its Technical and Financial Proposal in accordance with the prescribed conditions;

AND WHEREAS, after evaluation of bids and approval of the Competent Authority, the Supplier has been empanelled and/or selected for execution of supply orders under the approved rate contract;

AND WHEREAS, the Parties are desirous of recording the terms and conditions governing such empanelment, rate contract and supply arrangements.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, the Parties hereby agree as follows:

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ARTICLE 1-CONTRACT DOCUMENTS

The following documents shall constitute and be read as integral parts of this Agreement:

- a) Request for Empanelment (RFE) Document;
- b) Corrigenda, Clarifications and Amendments issued by the Department;
- c) Technical Bid submitted by the Supplier;
- d) Financial Bid/BOQ submitted by the Supplier;
- e) Letter of Intent (LOI);
- f) Empanelment Order;
- g) Approved Rate Contract;
- h) Supply Orders issued from time to time;
- i) Performance Bank Guarantee;
- j) This Agreement and all Annexures attached hereto.

In the event of any inconsistency, the order of precedence shall be:

- 1. Supply Order
- 2. Agreement
- 3. Letter of Intent
- 4. Corrigenda/Addenda
- 5. RFE Document
- 6. Bid Submitted by the Supplier

ARTICLE 2-NATURE OF EMPANELMENT/ SELECTION FOR RATE CONTRACT

2.1 The Supplier acknowledges that empanelment under this Agreement does not create any exclusive right, vested right, assured quantity, minimum business guarantee or financial commitment in favour of the Supplier.

2.2 The Department reserves the absolute right to:

- a) Place supply orders with one or more empanelled agencies;
- b) Allocate quantities district-wise, scheme-wise or crop-wise;
- c) Split quantities among multiple suppliers;
- d) Procure any item through separate procurement processes, if considered necessary in public interest.

2.3 The Supplier further acknowledges that empanelment is subject to continued compliance with eligibility conditions and satisfactory performance throughout the contract period.

2.4 The Department reserves the right to suspend, restrict or withdraw empanelment at any stage in accordance with the terms of this Agreement.

ARTICLE 3-TERM OF AGREEMENT

3.1 This Agreement shall remain valid for a period of Two (02) Years commencing from the date of execution.

3.2 The validity of approved rates shall remain co-terminus with the validity of this Agreement unless revised by the Department through a written order.

3.3 The Department reserves the absolute right, at its sole discretion and in the interest of Government, to restrict, suspend, curtail, modify, or terminate the empanelment and/or this Agreement, either wholly or partially, at any time during the contract period without assigning any reason, by giving a written notice to the Empanelled/awarded Agency.

ARTICLE 4-PERFORMANCE SECURITY

4.1 Within fifteen (15) days of issuance of the Letter of Intent, the Supplier shall furnish a Electronic Performance Bank Guarantee in favour of Director Agriculture, Jharkhand.

4.2 The amount of Performance Security shall be as declared in Tender Notice

4.3 The Performance Security shall remain valid for the entire duration of the Agreement together with an additional claim period of three months.

4.4 The Department shall have unconditional right to invoke the Performance Security in case of:

- a) Failure to execute supply orders;
- b) Delay in supply;
- c) Supply of substandard material;
- d) Breach of contractual obligations;
- e) Termination arising out of default attributable to the Supplier.

4.5 Invocation of Performance Security shall be without prejudice to any other remedy available under law or contract.

ARTICLE 5-SUPPLIER'S REPRESENTATIONS AND WARRANTIES

The Supplier represents and warrants that:

- a) It is duly incorporated and legally competent to enter into this Agreement;
- b) It possesses all statutory licenses, registrations and approvals required for manufacture, formulation, storage, transportation and sale of the products;
- c) The products supplied shall comply with the Fertilizer Control Order, Insecticides Act, Insecticides Rules and all applicable laws;
- d) No material fact has been concealed during the bidding process;
- e) It has adequate manufacturing, storage, logistics and technical capacity to perform its obligations.

Any breach of the foregoing warranties shall constitute a material breach of contract.

ARTICLE 6- SCOPE OF WORK-as per RFP

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ARTICLE 7-SUPPLY ORDERS

7.1 Supply Orders shall be issued by the competent authority from time to time based on scheme requirements.

7.2 The Department shall have no obligation to place any minimum quantity order.

7.3 Supply Orders may be issued district-wise, block-wise, crop-wise or scheme-wise.

7.4 The Agency shall acknowledge receipt of each Supply Order within three (3) working days.

7.5 Failure to accept or execute a valid Supply Order without reasonable cause shall constitute a material breach of contract.

ARTICLE 8-DELIVERY CONDITIONS

8.1 All supplies shall be made on F.O.R. Destination basis.

8.2 Delivery destinations may include:

- a) District Headquarters;
- b) Block Headquarters;
- c) Krishi Vigyan Kendras;
- d) Government Farms;
- e) Farmer Distribution Centres;
- f) Any location designated by the Department.

8.3 The Agency shall complete supplies within the timeline mentioned in the Supply Order.

8.4 Time shall be the essence of the Contract.

8.5 The Agency shall bear all costs relating to transportation, loading, unloading, handling, insurance, transit loss and incidental expenses.

8.6 Risk in goods shall remain with the Agency until acceptance by the consignee.

ARTICLE 9-QUALITY ASSURANCE

9.1 All supplied materials shall conform to:

- a) Fertilizer Control Order (FCO), 1985;
- b) Insecticides Act, 1968 and Rules;
- c) Government of India notifications;
- d) BIS standards, wherever applicable;
- e) Specifications prescribed by Directorate of Agriculture.

9.2 The Department reserves the right to draw samples from any batch at any stage.

9.3 Samples may be tested at:

- a) State Government Laboratories;
- b) Central Government Laboratories;
- c) NABL Accredited Laboratories;
- d) Any laboratory designated by the Department.

9.4 Test results shall be final and binding.

9.5 Any batch declared non-standard, misbranded or spurious shall be liable for rejection.

9.6 The Agency shall replace rejected stock within fifteen (15) days at its own cost.

ARTICLE 10-INSPECTION AND ACCEPTANCE

10.1 Inspection by the Department shall not relieve the Agency of any contractual obligations.

10.2 Acceptance of goods shall be provisional and subject to laboratory verification.

10.3 Final acceptance shall occur only after:

- a) Physical verification;
- b) Quality confirmation;
- c) Submission of statutory documents.

10.4 The Department reserves the right to reject supplies even after provisional acceptance if quality deficiencies are subsequently discovered.

ARTICLE 11-PRICE FALL CLAUSE

11.1 The Agency warrants that rates offered under this Agreement are not higher than rates offered to any Government Department, PSU or institutional purchaser for similar quantities and specifications.

11.2 If the Agency reduces rates for any purchaser during the contract period, the same reduced rate shall automatically apply to this Agreement.

11.3 Any excess payment made by the Department shall be recoverable with interest.

ARTICLE 12-PAYMENT TERMS

12.1 Payment shall be released by the concerned DAO/PD ATMA or designated authority.

12.2 Payment shall be made only after:

- a) Successful delivery;
- b) Acceptance certificate;
- c) Submission of invoice;
- d) Submission of test reports where applicable.

12.3 No advance payment shall be admissible.

12.4 Payments shall be subject to deductions prescribed under applicable laws.

12.5 The Department shall not be liable for delayed payment arising due to incomplete documentation submitted by the Agency.

ARTICLE 13-LIQUIDATED DAMAGES/ PENALTY

13.1 In case of delay in supply, liquidated damages may be imposed at the rate of 0.2% of the delayed supply value per day.

13.2 Total liquidated damages shall not exceed 10% of the value of delayed supplies.

13.3 Imposition of liquidated damages shall not absolve the Agency from completing supplies.

13.4 The Department may recover such amounts from pending bills, Performance Security or any other dues.

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ARTICLE 14-RISK PURCHASE

14.1 In case of failure of the Agency to supply within the prescribed period, the Department may procure the required quantity from alternative sources.

14.2 Any additional expenditure incurred shall be recoverable from the Agency.

14.3 Such recovery shall be made from:

- a) Pending bills;
- b) Performance Security;
- c) Any other dues payable.

14.4 Risk purchase action shall be without prejudice to other remedies available under this Agreement.

ARTICLE 15-PERFORMANCE SECURITY FORFEITURE

The Department shall be entitled to forfeit the Performance Security in whole or in part upon:

- a) Failure to execute supply orders;
- b) Supply of substandard material;
- c) Misrepresentation of facts;
- d) Breach of contractual obligations;
- e) Blacklisting or debarment;
- f) Termination due to Agency default.

ARTICLE 16-FRAUD, MISREPRESENTATION AND CORRUPT PRACTICES

16.1 The Agency shall observe the highest standards of integrity.

16.2 The Agency shall not:

- a) Offer inducements;
- b) Engage in collusion;
- c) Submit forged documents;
- d) Conceal material information.

16.3 Any such conduct shall result in:

- a) Immediate termination;
- b) Forfeiture of security;
- c) Blacklisting;
- d) Criminal proceedings wherever applicable.

ARTICLE 17-SUSPENSION, DEBARMENT AND BLACKLISTING

17.1 The Department may suspend, debar or blacklist the Agency for a period up to five years.

17.2 Grounds include:

- a) Supply of spurious products;
- b) Repeated quality failures;
- c) Fraudulent practices;
- d) Abandonment of contractual obligations;
- e) Submission of false documents.

17.3 Prior to blacklisting, a show-cause notice shall be issued and reasonable opportunity of hearing provided.

ARTICLE 18-TERMINATION

18.1 The Department may terminate this Agreement by written notice upon occurrence of any material breach.

18.2 Immediate termination may be effected for:

- a) Fraud;
- b) Corruption;
- c) Supply of spurious products;
- d) Insolvency or liquidation
- e) Supply delay exceeding 45 days on more than two occasions.

18.3 The Department may also terminate the Agreement in public interest without assigning any reason by providing thirty (30) days' notice.

ARTICLE 19-INDEMNITY

The Agency shall indemnify and keep indemnified the Government of Jharkhand, Directorate of Agriculture, officers and employees against all claims, losses, damages, liabilities, penalties, costs and expenses arising out of:

- a) Defective products;
- b) Product liability claims;
- c) Third-party claims;
- d) Violation of statutory provisions;
- e) Intellectual Property Rights infringement.

ARTICLE 20-CONFIDENTIALITY

The Agency shall maintain confidentiality of all documents, records, beneficiary data, departmental communications and information received during execution of the Agreement.

This obligation shall survive termination of the Agreement.

ARTICLE 21-AUDIT AND INSPECTION

The Agency shall permit inspection and audit by:

- a) Directorate of Agriculture;
- b) Accountant General;
- c) Government of India;
- d) State Government;
- e) Any authorized audit agency.

All records shall be preserved for a minimum period of seven years.

ARTICLE 22-DISPUTE RESOLUTION AND ARBITRATION

23.1 Parties shall attempt amicable settlement of disputes.

23.2 Failing such settlement, disputes shall be referred to arbitration under the Arbitration and Conciliation Act, 1996.

23.3 The seat of arbitration shall be Ranchi.

23.4 Proceedings shall be conducted in English.

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ARTICLE 23-GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India and the State of Jharkhand.

Subject to arbitration provisions, courts at Ranchi alone shall have exclusive jurisdiction.

ARTICLE 24-ORDER OF PRECEDENCE

In case of any conflict, inconsistency, or discrepancy between the Contract Documents, the following order of precedence shall apply:

1. Jharkhand State Procurement Manual (JSPM), as amended from time to time;
2. Request for Empanelment (RFE), including all Corrigenda, Addenda, Clarifications, and Amendments;
3. Letter of Intent (LoI), Empanelment Order, Rate Contract Order, and Supply Orders;
4. This Agreement and its Annexures;

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day, month and year first above written.

For Director Agriculture, Jharkhand

For Empanelled/Selected Agency

Authorized Signatory

Authorized Signatory

Witness-1

Witness-1

Witness-2

Witness-2