

**Jharkhand State Livelihood Promotion Society (JSLPS)**  
(Under Department of Rural Development Department)  
2<sup>nd</sup> Floor, JSAMB Building, Itki Road  
Hehal, Ranchi-834005

**E-Procurement**

**Under Closed Framework Agreement (Single Stage)**

**FOR**

**Supply of Vegetable Seeds kits under e-Procurement System**

**Bid Ref. No. Goods/PVTGs/DBY/2020-21/01**

**Dated:- 28/12/2020**

**Purchaser:**

The Chief Executive Officer,  
Jharkhand State Livelihood Promotion Society (JSLPS)  
2<sup>nd</sup> Floor, JSAMB Building, Itki Road, Hehal  
Ranchi-834005

## Jharkhand State Livelihood Promotion Society (JSLPS)

(Under Department of Rural Development Department)

2<sup>nd</sup> Floor, JSAMB Building, Itki Road, Hehal

Ranchi-834005, Jharkhand, email- joharjharkhandproc@gmail.com

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### **INVITATION FOR PROPOSALS (IFP) FOR SUPPLY OF VEGETABLE SEEDS KITS UNDER FRAMEWORK AGREEMENT THROUGH E-PROCUREMENT SYSTEM**

Time Schedule for the bids:

Bid Reference No.	<b>Goods/PVTGs/DBY/2020-21/01</b> Dated: 28/12/2020
Date of commencement of downloading of bid document	14:00 hours onwards of 01 <sup>st</sup> January, 2021
Last date for seeking clarification if any.	Up to 17.00 hours of 07 <sup>th</sup> January, 2021
Pre-bid meeting	11:30 hours of 08 <sup>th</sup> January, 2021
Bid submission start date:	11.00 hours of 19 <sup>th</sup> January, 2021
Last date for down loading of bid document from the E-procurement platform <a href="http://jharkhandtenders.gov.in/">http://jharkhandtenders.gov.in/</a>	Up to 17.00 hours of 01 <sup>st</sup> February, 2021
Last date and time for bid submission/uploading of bid in E-procurement platform	Up to 16.00 hours of 02 <sup>nd</sup> February, 2021
Time and date of opening of bids	17:00 hours of 02 <sup>nd</sup> February, 2021
Place of opening of bids and address for communication	Jharkhand State Livelihood Promotion Society, 2 <sup>nd</sup> Floor, JSAMB Building, Itki Road, Hehal Ranchi-834005, Jharkhand.

Note: (1) In the event of the specified date of opening of bids being declared a holiday for the Purchaser, the bids shall be opened on the next working day at the same time and venue.

(2) Completed bids shall be uploaded on the e-procurement platform by the Bidders and addressed to the Chief Executive Officer in the manner described under Instructions to Bidders Section -II of Bid Documents on or before the stipulated last date & time.

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**IFP Number: Goods/PVTGs/DBY/2020-21/01**

**Dated:28/12/2020**

**IFP Title: Supply of Vegetable Seeds Kits.**

### **Invitation for Proposals (IFP)**

- 1) Jharkhand State Livelihood Promotion Society (JSLPS), Ranchi functioning under Rural Development Department, Govt. of Jharkhand has received funds from Ministry of Rural Development, Govt. of India through Rural Development Department, Government of Jharkhand for implementation the National Rural Livelihood Mission activities in the State and it is intended that part of the proceeds of the funds will be applied to eligible payments under the contract for which that Invitation of Bids is issued.
- 2) Jharkhand State Livelihood Promotion Society (JSLPS), Ranchi now invites online Proposals from eligible bidders for setting up the Framework Agreements (FA) for supply of Vegetable Seeds Kits required for the communities across the state under e-procurement system.
- 3) Framework Agreements will be signed with bidder that submit the Proposals, meet the evaluation and qualification criteria specified in the document for setting up framework agreement and offer the lowest evaluated package price. Purchase Orders will be placed to the suppliers who have signed the framework agreements by the District Mission Management Unit (DMMU) or Communities Institutions like SHGs, VO, PGs, CLF etc. promoted by JSLPS from time to time as per their requirement. The framework agreements will impose no obligation on JSLPS to purchase the estimated or any quantity from the bidders who sign the framework agreements. However, JSLPS may sign Framework Agreement with another one or two technically qualified bidders/proposers, subject to willingness to supply the items in the terms and condition of the L1 agencies, if required.
- 4) The bid document is available online and bids are to be submitted online through the e-procurement portal <http://jharkhandtenders.gov.in> only. Bids submitted in any other manner will not be accepted. Bidders are required to obtain required digital signature (Level-III) from designated firms and then register with the Government of Jharkhand e-procurement platform and submit bids by using their user ID and Digital Signature Certificate.
- 5) The Framework Agreement shall be valid for a period of one year from the date of signing of the Framework Agreement & may be extended for the further period based on requirement and performance of the agency.
- 6) Competition will be conducted through the Framework Agreement Procedures and is open to all firms from eligible source countries, as defined in World Bank's "Guidelines: Procurement of goods, works and non-consulting services under IBRD loans and IDA

credits & grants by World Bank borrowers” dated January 2011, (revised July 2014) (called “Procurement Guidelines” in this document).

- 7) Interested eligible proposers may obtain further information from JSLPS, 2<sup>nd</sup> Floor JSAMB Building, Itki Road, Hehal, Ranchi for setting up framework agreement at the address given below from 15:00 to 17:00 hours during any working days but considering the present COVID-19 pandemic situation, it is suggested the interested bidder may seek online clarification, if any.
- 8) A pre-proposal meeting will be held on **08<sup>th</sup> January, 2021 at 11.30 hours** at the address given below to provide additional clarifications. Non-attendance at the pre-proposal meeting will not be a cause for disqualification of a Proposer. Interested Proposers should depute their staff to attend the pre-proposal meeting. Any specific clarification in the tender should be submitted prior to 2 days of the pre-bid meeting in the e-mail id: **joharjharkhandproc@gmail.com**. If face-to-face meeting is not possible due to COVID-19, a virtual meeting will be arrange for the pre-proposal meeting and the required link for the meeting will be notified in due course of time in the website of JSLPS.
- 9) A complete set of documents for setting up framework agreement in English may be downloaded by interested Proposers from the official website of JSLPS at [www.jslps.org](http://www.jslps.org) or e-procurement portal <http://jharkhandtenders.gov.in> on free of cost. Proposer would be solely responsible for ensuring that any subsequent addenda issued thereafter and available in website of e-procurement portal <http://jharkhandtenders.gov.in> is also downloaded / incorporated in the document while preparing and submitting Proposals.
- 10) Bids along with necessary enclosures and BOQ must be uploaded in the website **<http://jharkhandtenders.gov.in>** as per bid conditions stated in Instructions to Proposers (ITP) and bids will be opened online on the stipulated date and time. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be opened on the next working day at the same time and venue. As it is an online tender, the bidder may also verify the opening status at any time/anywhere thorough the web-portal once it is opened by the JSLPS.
- 11) Other details can be seen in the bid documents.

*Sd/-*  
**Chief Executive Officer,  
JSLPS**

## **SECTION I. INSTRUCTIONS TO PROPOSERS**

## Instructions to Proposers (ITP)

### A. INTRODUCTION

<b>1. Scope of Proposals</b>	1.1 <b>Jharkhand State Livelihood Promotion Society, 2<sup>nd</sup> Floor, JSAMB Building, Itki Road, Hehal, Ranchi - 834005</b> (hereinafter called the Purchaser), invites bid for setting up framework agreement for the supply of Goods (as described in the Schedule of Requirements).
	1.2 Throughout these documents, the terms “writing” means any handwritten, typewritten, or printed communication, including telex, cable, and facsimile transmission, and “day” means calendar day. Singular also means plural.
<b>2. Source of Funds</b>	2.1 The Government of Jharkhand [GOJ] has received funds from Govt. of India toward the cost of the Project.. The Borrower intends to apply a part of the proceeds of this fund to eligible payments under the Purchase Orders under Framework Agreements for which these documents are issued. But in this instance cases, the items will be procured by the community from the funds provided by the Project including their own funds.
	2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan Agreement, and will be subject in all respects to the terms and conditions of that Agreement. The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of Goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the loan proceeds.
<b>3. Fraud and Corruption</b>	3.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), proposer, bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts. In pursuance of this policy, the Bank:  (a) defines, for the purposes of this provision, the terms set forth below as follows:

	<ul style="list-style-type: none"><li>(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party ;</li><li>(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation ;</li><li>(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party ;</li><li>(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party ;</li><li>(v) “obstructive practice” is<ul style="list-style-type: none"><li>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or</li><li>(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Clause 6 of the Framework Agreement.</li><li>(b) will reject a Proposal for award if it determines that the proposer or bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;</li><li>(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the</li></ul></li></ul>
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	<p>implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;</p> <p>(d) will sanction a firm or individual, at any time, in accordance with prevailing Bank's sanctions procedures , including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated sub-contractor, consultant, supplier or services provider of an otherwise eligible firm being awarded a Bank-financed contract;</p>
	<p>3.2 Furthermore, Proposers shall be aware of the provision stated in Clause 25(c) of the Framework Agreement.</p> <p>3.3 In pursuance of the policy defined in ITP Sub-Clause 3.1, the Bank will cancel the portion of the loan allocated to a Contract for Goods or works if it at any time determines that corrupt or fraudulent practices were engaged in by the representatives of the Borrower or of a beneficiary of the loan during the procurement or the execution of that Contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation.</p>
<p><b>4. Eligibility</b></p>	<p>4.1 Except as provided in ITP Sub-Clauses 4.2 and 4.3, this Competition process is <b>open to all</b> firms from eligible source countries, as defined in World Bank's "Guidelines: Procurement of goods, works and non-consulting services under IBRD loans and IDA credits &amp; grants by World Bank borrowers" dated January 2011, (revised July 2014) (called "Procurement Guidelines" in this document).</p> <p>The Bank maintains a list of countries from which Bidders, Proposers, Goods, and Services are not eligible to participate in procurement financed by the Bank. The list is regularly updated and can be obtained from the Public Information Center (PIC) of the World Bank. Joint ventures including members from ineligible source countries or including ineligible firms shall not be permitted to bid.</p>
	<p>4.2 Firms of a member country may be excluded from</p>



	<p>bidding if:</p> <p>(a) either: (i) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods required; or (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of Goods from that country or any payments to persons or entities in that country.</p>
	<p>(b) a firm (or any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm) has been engaged by (i) the Borrower or (ii) the Purchaser or (iii) State Project Management Unit that has been duly authorized to act on behalf of the Borrower or Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods described in these Bidding Documents.</p>
	<p>(c) government-owned enterprises in the Borrower's country may participate only if they can establish that they (i) are legally and financially autonomous and (ii) operate under commercial law. No dependent agency of the Borrower or Sub-Borrower or Purchaser under a Bank-financed project shall be permitted to bid or submit a Proposal for the procurement of Goods under the project.</p>
	<p>4.3 A firm declared ineligible by the Bank in accordance with ITB Sub-Clause 3.1 (c) shall be ineligible to bid for a Bank-financed contract during the period of time determined by the Bank.</p>
	<p>4.4 Pursuant to ITB Sub-Clause 14.1, the Proposer shall furnish, as part of its Proposal, documents establishing, to the Purchaser's satisfaction, the Proposer's eligibility to participate in Bank financed procurement process.</p>
	<p>4.5 Proposers shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request.</p>
<p><b>5. Eligible Goods and Services</b></p>	<p>5.1 Funds from Bank loans are disbursed only on account of expenditures for the Goods and Services, provided by nationals of, and produced in or supplied from, eligible source countries as defined in the Procurement Guidelines. The Bank maintains a list of countries from which Proposers, Bidders, Goods, and Services are not eligible to participate in procurement financed by the Bank. The list is regularly updated</p>

	<p>and can be obtained from the Public Information Center of the World Bank. Goods are produced in a Bank member country when they are mined, grown, or manufactured in the territory of that country. Goods produced or Services supplied from a Bank member country may be excluded if that member country is subject to the conditions specified in ITB Sub-Clause 4.2 (a) (i) or (ii).</p> <p>5.2 For purposes of this clause, the nationality of the bidder or Proposer is distinct from the country from where the Goods and Services are supplied.</p> <p>5.3 For purposes of this clause, (a) the term “Goods” includes any Goods that are the subject of this Invitation for Proposals and (b) the term “Services” includes related services such as transportation, insurance, commissioning, and training.</p>
<b>6. Documents Establishing Eligibility of Goods and Services and Conformity to Documents for setting up Framework Agreement</b>	<p>6.1 Pursuant to ITP Clause 14, the Proposer shall furnish, as part of its Proposal, documents establishing, to the Purchaser’s satisfaction, the eligibility of the Goods and services to be supplied under the Framework Agreement.</p> <p>6.2 The documentary evidence of the eligibility of the Goods and Services shall consist of a statement in the Proposal of the country of origin of the Goods and Services offered.</p>
	<p>6.3 The documentary evidence of conformity of the goods and services to the document for setting up framework agreement may be in the form of literature, drawings, and data and shall consist of:</p>
	<p>(a) a detailed description of the essential technical and performance characteristics of the Goods;</p>
	<p>(b) an item-by-item commentary on the Purchaser’s Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;</p>
	<p>6.4 Wherever applicable, the Goods to be supplied under the Framework Agreement shall be registered (if applicable) with the relevant authority in India. A Proposer who has already registered its Goods by the time of submission of Proposal should submit a copy of the Registration Certificate with its Proposal. Otherwise, the successful Proposer, by the time of signing of Framework Agreement, shall submit to the</p>

	Purchaser a copy of the Registration Certificate of the Goods for use in India.
	6.5 For purposes of the commentary to be furnished pursuant to ITP Clause 6.3 (b) above, the Proposer shall note that standards as well as references to brand names designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Proposer may substitute alternative standards, brand names, and/or catalog numbers in its Proposal, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
<b>7. Documents Establishing Qualifications of the Proposer</b>	7.1 The Proposer shall provide documentary evidence to establish to the Purchaser's satisfaction that:
	(a) the Proposer has the financial, technical, and production capability necessary to perform the Framework Agreement, meets the qualification criteria specified in the <b>Section II</b> , and has a successful performance history in accordance with criteria specified in the <b>Section II</b> .
	(b) the Proposer meets the qualification criteria listed in the <b>Section II</b> .
<b>8. One Proposal per Proposer</b>	8.1 A firm shall submit only one Bid either individually or as a partner of a joint venture. A firm that submits either individually or, as a member of a joint venture, more than one Proposal will cause all the Proposals with the firm's participation to be disqualified.
<b>9. Cost of preparation and submission of Proposals</b>	9.1 The Proposer shall bear all costs associated with the preparation and submission of its Proposal, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the competition process.
<b>10. Content of Document for setting up Framework Agreement</b>	10.1 The Documents for setting up Framework Agreement are those stated below and should be read in conjunction with any addendum issued in accordance with ITP Clause 12.
	Section I. Instructions to Proposers (ITP) Section II. Qualification Requirements Section III. Eligible Countries Section IV. Form of Framework Agreement Section V. Form of Purchase Order Section VI. Technical Specifications Section VII. Sample Forms
	10.2 The "Invitation for Proposals" does not form part of the

	<p>Document for setting up Framework Agreement and is included as a reference only. In case of discrepancies between the Invitation for Proposals and the Document for setting up Framework Agreement listed in 10.1 above, said Document for setting up Framework Agreement will take precedence.</p>
<p><b>11. Clarification of Document for setting up Framework Agreement</b></p>	<p>11.1 A prospective Proposer requiring any clarification of the Document for setting up Framework Agreement shall contact the Purchaser in writing at the Purchaser's address Chief Executive Officer, 2<sup>nd</sup> Floor, JSAMB Building, Itki Road, Hehal Ranchi 834005.</p> <p>The Purchaser will respond in writing to any request for clarification received no later than fourteen (14) calendar days prior to the deadline of submission of Proposals. Copies of the Purchaser's response shall be published in the official website of JSLPS including a description of the inquiry but without identifying its source.</p> <p>11.2 A pre-proposal meeting will be held to provide additional clarifications, wherever required. Non-attendance at the pre-proposal meeting will not be a cause for disqualification of a Proposer. Interested Proposers should depute their staff only to attend the pre-proposal meeting.</p>
<p><b>12. Amendment of Document for setting up Framework Agreement</b></p>	<p>12.1 At any time prior to the deadline for submission of Proposals, the Purchaser may amend the Document for setting up Framework Agreement by issuing Addenda.</p>
	<p>12.2 Any addendum thus issued shall be part of the Document for setting up Framework Agreement pursuant to ITP Sub-Clause 10.1 and shall be communicated in writing to all purchasers of the Document for setting up Framework Agreement and will be binding on them. Proposers are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained in the amendment will have been taken into account by the Proposer in its Proposal. The addendum will also be uploaded in the e-procurement portal <a href="http://jharkhandtenders.gov.in">http://jharkhandtenders.gov.in</a>. Proposers would be solely responsible for ensuring that any subsequent addenda issued thereafter and available in website is also downloaded / incorporated while preparing and submitting Proposals.</p>
	<p>12.3 To give prospective Proposers reasonable time in which to take the amendment into account in</p>

	<p>preparing their Proposals, the Purchaser shall extend, at its discretion, the deadline for submission of Proposals, in which case, the Purchaser will notify all Proposers by cable confirmed in writing of the extended deadline.</p>
<b>13. Language of Proposal</b>	<p>13.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged by the Proposer and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Proposer may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Proposal, the translation shall govern.</p>
<b>14. Documents Constituting the Proposal</b>	<p>14.1 The Proposal submitted by the Proposer shall comprise the following:</p>
	<ul style="list-style-type: none"> <li>(a) duly filled-in Form of Proposal, in accordance with the forms indicated in Section VII;</li> <li>(b) original form of proposal security in accordance with the provisions of ITP Sub-Clause 19 (Proposal Security);</li> <li>(c) written power of attorney authorizing the signatory of the Proposal to commit the Proposer;</li> <li>(d) the documentary evidence in accordance with ITP Sub-Clause 4.4 establishing to the Purchaser's satisfaction the Proposer's eligibility to submit Proposal including but not limited to documentary evidence that the Proposer is legally incorporated in a territory of an eligible source country as defined under ITP Clause 4;</li> <li>(e) documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITP Clause 6 that the Goods and ancillary services to be supplied by the Proposer are eligible Goods and Services, pursuant to ITP Clause 5, and that they conform to the Document for setting up Framework Agreement;</li> <li>(f) documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITP Clause 7 that the Proposer is qualified to perform the Contract if its Proposal is accepted.; and</li> <li>(h) The manufacturers' authorization form in Form 4 of Section VII.</li> </ul>
<b>15. Proposal Form</b>	<p>15.1 The Proposer shall complete the Proposal Form and other forms furnished in the Document for setting up Framework Agreement, indicating the Goods to be supplied, a brief description of the Goods, their country of origin, etc.</p>

<b>16.Period of Validity of Proposals</b>	16.1 Proposals shall remain valid for the period <b>120 days</b> after the date of proposal submission specified in ITP Clause 21. A Proposal valid for a shorter period shall be rejected by the Purchaser as non-responsive.
	16.2 In exceptional circumstances, prior to expiry of the original proposal validity period, the Purchaser may request that the Proposers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Proposer may refuse the request without forfeiting its proposal security. A Proposer agreeing to the request will not be required or permitted to modify its Proposal, but will be required to extend the validity of its proposal security for the period of the extension.
<b>17.Proposal Security</b>	17.1 The Proposer shall furnish, as part of its Proposal, a proposal security in the amount stipulated in the Annexure A of <b>Section IV</b> in Indian Rupees.
	17.2 The proposal security shall remain valid for a period of <b>60 days</b> beyond the validity period for the Proposal as 16.1 above.
	17.3 The proposal security shall be denominated in Indian Rupees, and shall be in the following forms:
	(a) A bank guarantee issued by a nationalized/scheduled bank in India. The format of the (bank) guarantee shall be in accordance with the form of proposal security included in Section VII.
	17.4 Any Proposal not accompanied by an acceptable proposal security shall be rejected by the Purchaser as non-responsive. The proposal security of a joint venture must be in the name of the joint venture submitting the Proposal.
	17.5 The proposal securities of unsuccessful Proposers will be returned as promptly as possible, but not later than 60 days after the expiration of the period of proposal validity.
	17.6 The proposal security of the successful Proposer will be returned when the Proposer has signed the Agreement and furnished the required performance security.
	17.7 The proposal security may be forfeited (a) if the Proposer withdraws its Proposal, except as provided in ITP Sub-Clauses 16.2 and 23.3; or (b) in the case of a successful Proposer, if the Proposer fails within the specified time limit to: (i) sign the framework agreement, or (ii) furnish the required performance security.
<b>18.Alternative</b>	18.1 Alternative Proposals shall not be taken into

<b>Proposals by Proposers</b>	consideration.
<b>19. Format and Signing of Proposal</b>	19.1 : Deleted.
	19.2 The original and all copies of the Proposal, each consisting of the documents listed in ITP Sub-Clause 14.1, shall be typed or written in indelible ink and shall be signed by the Proposer or a person or persons duly authorized to bind the Proposer to the Contract. The later authorization shall be indicated by written power of attorney, which pursuant to ITP Sub-Clause 14.1 (d) shall accompany the Proposal.
	21.3 Any interlineations, erasures, or overwriting to correct errors made by the Proposer should be initialed by the person or persons signing the Proposal.
	21.4 The Proposer shall furnish in the Proposal Form (a sample of which is provided in the Sample Forms Section of this document) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this Proposal and to the execution of the Agreement/Purchase Order if the Proposer is awarded the Agreement/Purchase Order.
<b>20. Sealing and Marking of Proposals</b>	20.1 Deleted as online submission. No hard copy required except authorization letter, DD/BG etc. .
	20.2: Deleted as online submission.
<b>21. Deadline for Submission of Proposals</b>	21.1 Proposals must be uploaded in the web portal as per the stipulated date mentioned in the tender.
	21.2 The Purchaser may, at its discretion, extend the deadline for the submission of Proposals by amending the document for setting up Framework Agreement in accordance with ITP Sub-Clause 12.3, in which case all rights and obligations of the Purchaser and Proposers previously subject to the deadline will thereafter be subject to the deadline as extended.
<b>22. Late Proposals</b>	22.1 Deleted as online submission and no hard copy required except as mentioned in ITP 20.1.
<b>23. Modification and Withdrawal of Proposals</b>	23.1 Deleted as online submission of tender.
	23.2: Deleted as online submission of tender.
<b>24. Proposal Opening</b>	24.1 Online opening as per the date and time mentioned in the tender document.
<b>25. Clarification of Proposals</b>	25.1 During evaluation of the Proposals, the Purchaser may, at its discretion, ask the Proposer for a clarification of its Proposal. The request for clarification and the response shall be in writing, and no change in the substance of the Proposal shall be

	sought, offered, or permitted.
<b>26. Confidentiality</b>	26.1 Information relating to the examination, clarification, evaluation, and comparison of Proposals, and recommendations for the award of a Contract shall not be disclosed to Proposers or any other persons not officially concerned with such process until the notification of Contract award is made to all Proposers.
	26.2 Any effort by the Proposer to influence the Purchaser in the Purchaser's proposal evaluation, proposal comparison, or contract award decisions may result in the rejection of the Proposer's Proposal.
	26.3 From the time of proposal opening to the time of Contract award, if any Proposer wishes to contact the Purchaser on any matter related to its Proposal, it should do so in writing.
<b>27. Examination of Proposals and Determination of Responsiveness</b>	27.1 The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Proposals are generally in order.
	27.2 The Purchaser may waive any minor informality, nonconformity, or irregularity in a Proposal that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Proposer.
	27.3 Prior to the detailed evaluation, pursuant to ITP Clause 28, the Purchaser will determine whether each Proposal is of acceptable quality, is complete, and is substantially responsive to the document for setting up framework agreement. For purposes of this determination, a substantially responsive Proposal is one that conforms to all the terms, conditions, and specifications of the document for setting up framework agreement without material deviations, exceptions, objections, conditionality, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the Goods and related Services; (ii) that limits, in any substantial way that is inconsistent with the document for setting up framework agreement, the Purchaser's rights or the successful Proposer's obligations under the Contract; and (iii) that the acceptance of which would unfairly affect the competitive position of other Proposers who have submitted substantially responsive Proposals.
	27.4 If a Proposal is not substantially responsive, it will be



	<p>rejected by the Purchaser and may not subsequently be made responsive by the Proposer by correction of the nonconformity. The Purchaser's determination of a Proposal's responsiveness is to be based on the contents of the Proposal itself without recourse to extrinsic evidence.</p>
<b>28. Evaluation of Proposals</b>	<p>28.1 The Purchaser will determine to its satisfaction whether the Proposers that are selected as having submitted the responsive Proposals are qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITP Sub-Clause 7.1 read with <b>Section II</b>.</p>
	<p>28.2 The determination will evaluate the Proposer's financial, technical, and production capabilities. It will be based on an examination of the documentary evidence of the Proposer's qualifications submitted by the Proposer, pursuant to ITP Sub-Clause 7.1, as well as other information the Purchaser deems necessary and appropriate. The Purchase will also determine whether the products offered by the Proposer meet the technical specifications given in Section VI.</p>
	<p>28.3 An affirmative post qualification determination will be a prerequisite for award of the framework agreement to the Proposer, who also quote lowest evaluated price. A negative determination will result in rejection of the Proposer's Proposal. Arithmetical errors will be rectified as follows. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit or subtotal price shall prevail. If there is a discrepancy between subtotals and the total price, the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail</p>
<b>29. Award Criteria</b>	<p>29.1 The Purchaser will award the Framework Agreements to the Proposers whose Proposals have been determined to be substantially responsive and who have quoted lowest evaluated price, provided further that the Proposers are determined to be qualified to perform the Contract satisfactorily, pursuant to ITP Clause 28.</p>
<b>30. Purchaser's Right to Accept Any Proposal and to Reject Any or All Proposals</b>	<p>30.1 The Purchaser reserves the right to accept or reject any Proposal, or to annul the competition and reject all Proposals at any time prior to Framework Agreement award, without thereby incurring any liability to the affected Proposer or Proposers</p>
<b>31. Notification of Award</b>	<p>31.1 Prior to the expiration of the period of proposal validity, the Purchaser will notify the successful Proposers in writing by registered letter or e-mail , to be subsequently confirmed</p>

	in writing by registered letters, that their Proposals have been accepted.
	31.2 The notification of award will constitute the formation of the framework agreement.
	31.3 Upon the successful Proposers furnishing of the signed Framework Agreement and performance security pursuant to ITP Clause 33, the Purchaser will promptly notify each unsuccessful Proposer and will discharge its proposal security, pursuant to ITP Clause 17.
	31.4 If, after notification of award, a Proposer wishes to ascertain the grounds on which its Proposal was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Proposer.
<b>32. Signing of Framework Agreement</b>	32.1 Promptly after the Purchaser notifies the successful Proposers that their Proposals have been accepted, the Purchaser will send the Proposers the Form for setting up the framework agreements provided in the document for setting up framework agreement, incorporating all agreements between the parties.
	32.2 Within twenty-one (21) days of receipt of the Form for setting up the framework agreement, the successful Proposers shall sign and date the Form and return it to the Purchaser.
<b>33. Performance Security</b>	33.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Proposers shall furnish the performance security in accordance with the Conditions of Framework Agreement, using the Performance Security Form provided in Section VII of the document for setting up framework agreement, or in another form acceptable to the Purchaser.
	33.2 Failure of the successful Proposer to comply with the requirement of ITP Clause 32 or ITP Sub-Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the proposal security.
<b>34. Award of Purchase Orders</b>	34.1 All the order will be placed by the DMMU/Community Institutions promoted by JSLPS like SHGs, VO, CLF, PG etc. against this framework contract as per their requirement from time to time.

## SECTION II. QUALIFICATION REQUIREMENTS (REF: ITP 7.1 (A))

The Proposer should submit documentary evidence on its qualifications to perform the Contract if its proposal is accepted as detailed below:

### A) Manufacturer Bidders:

- (i) that, in the case of a Proposer offering to supply Goods under the Contract, which the Proposer manufactures or otherwise produces, that the Proposer:
- is incorporated in the country of manufacture of the Goods;
  - Provides the evidence that average annual turnover of at least the value mentioned in the table below during the last three years ( 2017-18, 2018-19 & 2019-20):

Sl No.	Item	Minimum required average annual turnover during the last three FY (Rs in Lakhs)
1	Vegetable Seeds	Rs. 200.00 lakhs

- (ii) In case the Proposer or the manufacturer whose product is offered by the Proposer fails to fully meet any of these criteria, it will be qualified only for those items for which the Proposer meets the above requirement.

- (iii) The Proposer shall also furnish the following documents along with his Proposal:
- Signed and stamped copies of its audited financial statements (**only PL Accounts**) for the past three financial (2017-18, 2018-19 and 2019-20) in the following formats.

Sl. No.	Financial Year	Amount (INR in Lakhs) **
01	2017-18	Rs.
02	2018-19	Rs.
03	2019-20	Rs.
	<b>Total</b>	<b>Rs.</b>

\*\* copy of the PL Accounts to be uploaded for verification.

- (iv) Past Experience as a supply of Vegetable Seeds as follows and the details to be submitted as per the Performa for performance statement:

Sl No.	Item	Minimum Order Value during the FY 2017-18, 2018-19 & 2019-20
01	Vegetable Seeds	Rs. 50.00 lakhs

#### (a) Experience and Technical Capacity:

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

(i) The bidder should furnish the information on past supplies and satisfactory performance in the Performa given under Section-VI.

(ii) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.

(iii) The Bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required vegetable seeds within the specified time of completion after the meeting all their current commitments.

## **B) Non- Manufacturer Bidders**

In the case of a bidder offering to supply Goods under the Contract that the bidder does not manufacture or otherwise produce,

- a) The bidders, should have annual average sales turnover of minimum for the following lot during the FY (2017-18, 2018-19 and 2019-20) are as follows:

<b>Sl. No.</b>	<b>Items</b>	<b>Minimum required average annual turnover during the last three FY (Rs in Lakhs)</b>
1	Vegetable Seeds	Rs.100.00 Lakhs

- b) Past Experience as a supply of vegetable Seeds as follows and the details to be submitted as per the Performa for performance statement:

<b>Sl No.</b>	<b>Item</b>	<b>Minimum Order Value during the FY 2017-18, 2018-19 &amp; 2019-20</b>
1	Vegetable Seeds	Rs. 25.00 lakhs

Notwithstanding anything stated above, the purchaser reserves the right to assess the bidder's capabilities and capacity to execute the contract satisfactorily before deciding on award.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or record of poor performance such as, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

### **Note:**

**1)** The above post qualification requirements are to be met by the bidder (in case of manufacturer bidders) and the bidder and the manufacturer respectively (in case of non manufacturer bidders) and qualification of group/sister/parent companies will not be considered for meeting the above requirement.

**2)** For the purpose of furnishing documentary evidence to meet the post qualification criteria, the bidder should furnish the following:

- (i) The supply made to public sector/Government units in India, the bidder should submit an affidavit confirming that the performance statement given is correct.

- (ii) In case of supplies to private sector units, the bidder should submit an affidavit confirming that the performance statement is correct along with copy of purchase order, documentary evidence (end user certificate) in support of satisfactory completion of orders.
- (iii) Proof of Registered supplier/manufacturer, self certified GST registration and PAN including
- (iv) Bid security amounting to **Rs. 25,000.00** (Rupees Twenty Five Thousand) only to be deposited in original prior to the bid opening date and time (within working hour) at office of the tender inviting authority in the shape of Demand Draft/Pay Order or in the shape of Unconditional Bank Guarantee (BG) in the name of Chief Executive Officer, JSLPS.
- (v) An amount of Rs. 2,000.00 (Rupees Two Thousand) only as cost of the bid document to be deposited in original prior (within working hour) to the bid opening date at office of the tender inviting authority in the shape of Demand Draft/Pay Order in the name of Chief Executive Officer, JSLPS payable at Ranchi.
  
- (vi) Proposals/Bids of those proposers/bidders shall not be entertained/opened who fails to submit documents/securities/costs as stated above.
  
- (vii) Proposer/Bidder shall submit an affidavit/undertaking mentioning that the “agency/company/firm or its sister company/firm & any of its director/office bearer/authorized agent should neither be convicted by any court of law or blacklisted by any Government/Semi Government concern nor has any named FIR, criminal case regarding misappropriation/defalcation of Govt. fund pending against such or its sister concern by any Government body since 2015.”

### SECTION- III: ELIGIBILITY FOR THE PROVISION OF GOODS, WORKS, AND SERVICES IN BANK-FINANCED PROCUREMENT

#### Public Information Center<sup>1</sup>

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement  
As of 29 March 2012

1. In accordance with Para 1.8 of the Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (revised July 2014), the Bank permits firms and individuals from all countries to offer goods, work and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.8 (a) (i): as a matter of law or official regulation, the Borrower’s Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

Para 1.8 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of borrowers and Proposers, at the present time firms, goods and services from the following countries are excluded from this bidding<sup>1</sup>:

(a) With reference to paragraph 1.8 (a) (i) of the Guidelines: **None**

(b) With reference to paragraph 1.8 (a) (ii) of the Guidelines: **None**

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<sup>1</sup> Any questions regarding this list should be addressed to the Director, Procurement Policy and Services Group, Operational Core Services Network, the World Bank.

## **SECTION IV. FRAMEWORK AGREEMENT**

## Form of Draft Framework Agreement

THIS Agreement (“Agreement”) is entered into this *[insert starting date]*, by and between, Jharkhand State Livelihoods Promotion Society, 2<sup>nd</sup> Floor, JSAMB Building, Itki Road, Hehal Ranchi - 834005, (“the Purchaser”) having its principal place of business at Ranchi, Jharkhand , India 834005 , and *[insert Supplier’s name]* (“the Supplier”) having its principal office located at *[insert Supplier’s address]*.

This Agreement is a binding contract but imposes no obligation on the Purchaser to purchase the estimated or any quantity from the Supplier.

WHEREAS, the Purchaser wishes to have the Supplier supply the Goods hereinafter referred to, and

WHEREAS, the Supplier is willing to supply these Goods,

NOW THEREFORE THE PARTIES hereby agree as follows:

<b>1. Scope</b>	The Purchaser has entered into Framework Agreements with the Supplier in order to allow JSLPS to award Purchase Order under the Framework Agreement. The Supplier shall supply the Goods specified in Annex A (“Schedule of Requirements,” which is made an integral part of this Agreement) as and when JSLPS issue the Purchase Orders (in the format specified at Section V) specifying the details of Goods to be delivered along with the delivery schedule and consignee’s address.
<b>2. Term</b>	This framework agreement shall be valid for a period of One year during the period commencing <i>[insert starting date]</i> and continuing through <i>[insert completion date]</i> .
<b>3. Country of Origin</b>	All Goods and Services supplied under this Agreement shall have their origin in the countries and territories eligible under the rules of the World Bank (“the Bank”).
<b>4. Standards</b>	The Goods supplied under this Agreement shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin.
<b>5. Use of Documents and Information</b>	The Supplier shall not, without the Purchaser’s prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Agreement.
<b>6. Inspection</b>	The Supplier shall permit the Bank and/or persons appointed by



<p><b>and Audit by the Bank</b></p>	<p>the Bank to inspect the Supplier's Offices and/or the accounts and records of the Supplier and its sub-contractors, agents, personnel, consultants, service providers or suppliers relating to the performance of the Agreement, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Supplier's attention is drawn to Clause 7, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause constitute a prohibited practice subject to Agreement termination (as well as to a determination of ineligibility under the Procurement Guidelines).</p>
<p><b>7. Fraud and Corruption</b></p>	<p>The Bank requires that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts. In pursuance of this policy, the Bank:</p> <ul style="list-style-type: none"> <li>(a) defines, for the purposes of this provision, the terms set forth below as follows: <ul style="list-style-type: none"> <li>(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party ;</li> <li>(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation ;</li> <li>(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party ;</li> <li>(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party ;</li> <li>(v) "obstructive practice" is <ul style="list-style-type: none"> <li>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its</li> </ul> </li> </ul> </li> </ul>

	<p>knowledge of matters relevant to the investigation or from pursuing the investigation, or</p> <p>(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Clause 6 above.</p> <p>(b) will reject a Proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;</p> <p>(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;</p> <p>(d) will sanction a firm or individual, at any time, in accordance with prevailing Bank’s sanctions procedures , including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated sub-contractor, consultant, supplier or services provider of an otherwise eligible firm being awarded a Bank-financed contract;</p>
<p><b>8. Conflict of Interest</b></p>	<p>The Supplier declares that it (or any affiliate that directly or indirectly controls, is controlled by, or is under common control with Supplier) has not been engaged by (i) the Borrower or (ii) the Purchaser or (iii) the JSLPS (that has been duly authorized to act on behalf of the Purchaser) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods described in this framework agreement.</p>
<p><b>9. Registration of Goods</b></p>	<p>If required under the Applicable Law, Goods supplied under the</p>

	Agreement shall be registered for use in India.
<b>10.Patent Rights</b>	The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
<b>11.Performance Security</b>	N/A
<b>12.Inspections and Tests</b>	Pre-dispatch inspection (to check compliance to technical specifications defined in FA) may be carried out at supplier's site by the Purchaser or an agency appointed and paid by Purchaser for this purpose. Goods shall be dispatched only after receipt of satisfactory inspection report and communication to this effect by the JSLPS.
<b>13.Packing</b>	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Purchase Order.
<b>14.Delivery and Documents</b>	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Purchase Orders. The shipping and/or other documents to be furnished by the Supplier are (a) two originals and two copies of the Supplier's invoice, showing Purchaser, the Agreement number, Purchase Order number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal; (b) two copies of delivery note showing Purchaser's name and delivery through to final destination as stated in the Purchase Order; (c);
<b>15.Insurance</b>	The Goods supplied under the Purchase Orders to be issued under the Agreement shall be adequately insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.
<b>16.Transportation</b>	The price indicated in Purchase Orders shall include the cost of transportation, including insurance, to the consignees indicated in the Purchase Order.
<b>17.Incidental Services</b>	N/A
<b>18.Warranty</b>	(a) it is the responsibility of the supplier to handover the printing items in good condition in the purchasers locations.
<b>19.Payment</b>	Hundred (100) percent of the Price of Goods received under each Purchase Order shall be paid by JSLPS within thirty (30) days of receipt of the Goods upon submission of invoice and other

	documents described in Clause 14 of this Agreement.
<b>20.Prices</b>	Price quoted by the Suppliers shall be fixed and firm for the duration of this Framework Agreement and Purchase Orders, including any extensions.
<b>21.Amendments</b>	Any variation or modification to this Agreement or the Purchase Orders shall be made only by written amendment signed by the parties.
<b>22.Assignment</b>	The Supplier shall not assign, in whole or in part, its obligations to perform under this Agreement, except with the Purchaser's prior written consent.
<b>23.Delays in the Supplier's Performance</b>	Delivery of the Goods and performance of related Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Purchase Orders. The supplier/printer has to get the proof approved before final printing within the stipulated delivery period. If at any time during performance of the Purchase Order, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Purchase Order.
<b>24.Liquidated Damages</b>	Subject to Clause 23, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Purchase Order, the Purchaser shall, without prejudice to its other remedies under the Agreement, deduct from the Purchase Order Price, as liquidated damages, a sum equivalent to 0.5% of price of the delayed Goods or unperformed Services for each week until actual delivery or performance, subject to a maximum deduction of the 10% of the Purchase Order price. Once the maximum is reached, the Purchaser may consider termination of the Agreement or the Purchase Order pursuant to Clause 25.
<b>25.Termination for Default</b>	The Purchaser, without prejudice to any other remedy for breach of the Agreement, by written notice of default sent to the Supplier, may terminate this Agreement in whole or in part:  (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Purchase Order, or within any

	<p>extension thereof granted by the Purchaser; or</p> <p>(b) if the Goods do not meet the Technical Specifications or registration requirement (if any) stated in the Agreement; or</p> <p>(c) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in Clause 7, in competing for or in executing the Agreement; or</p> <p>(b) if the Supplier fails to perform any other obligation(s) under the Agreement.</p> <p>In the event the Purchaser terminates the Agreement in whole or in part, pursuant to this Clause, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services.</p>
<b>26. Termination for Insolvency</b>	The Purchaser may at any time terminate the Agreement by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent.
<b>27. Termination for Convenience</b>	The Purchaser, by written notice sent to the Supplier, may terminate the Agreement or the Purchase Order, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Agreement or Purchase Order is terminated, and the date upon which such termination becomes effective. The Goods that are already supplied before the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the terms and prices described in the Agreement and the Purchase order.
<b>28. Dispute Resolution</b>	Any dispute arising out of the Agreement, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration and Conciliation Act of 1996 of India. The venue of adjudication/arbitration shall be Ranchi.
<b>29. Applicable Law</b>	The Agreement shall be interpreted in accordance with the laws of Union of India.
<b>30. Notices</b>	<p>Any notice given by one party to the other pursuant to this Agreement shall be sent to the other party in writing. The Purchaser's addresses for notice purposes is:</p> <p>The Supplier's addresses for notice purposes is:</p>

	Chief Executive Office, Jharkhand State Livelihood Promotion Society 2 <sup>nd</sup> Floor, JSAMB Building, Itki Road, Hehal, Ranchi 834005.
<b>31. Taxes and Duties</b>	The Supplier shall be entirely responsible for GST, incurred until delivery of the contracted Goods to the Purchaser.
<b>32. Minimum Quantity Assurance</b>	No minimum assurance on the estimated quantity.

FOR THE PURCHASER

FOR THE SUPPLIER

*Signed by* \_\_\_\_\_

*Signed by* \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## Section-VI

<b>Schedule of Requirement for Vegetable Seeds Kits</b>				
Sl.No	Name of the Vegetable Seeds to be contained in on kit	Package Unit	One kit contains the vegetable seeds mentioned sl. No. 1 to 8 and all the individual packet contain in a single pack mentioning the name of the seeds contain in the pack.	Estimated Qty of Kit
1	Chilli	1.00 gm.		<b>5,00,000</b>
2	Bottle gourd	2.50 gm.		
3	Bitter gourd	2.50 gm.		
4	Ridge gourd	2.50 gm.		
5	Brinjal	1.00 gm.		
6	Cucumber	1.00 gm.		
7	Lady Finger	5.00 gm.		
8	Radish	2.50 gm		

Schedule of estimated requirement for supply of Vegetable Seeds Kits		
Sl.No.	District	Estimated Qty
1	Bokaro	20000
2	Chatra	20000
3	Deoghar	19000
4	Dhanbad	15000
5	Dumka	22000
6	Garhwa	24000
7	Giridih	32500
8	Godda	21000
9	Gumla	20000
10	Hazaribagh	26500
11	Jamtara	14000
12	Khunti	14500
13	Koderma	15000
14	Latehar	22500
15	Lohardaga	12000
16	Pakur	22000
17	Palamu	32000
18	Pashchimi Singhbhum	25000
19	Purbi Singhbhum	23000
20	Ramgarh	17000
21	Ranchi	28000
22	Sahibganj	20000
23	Saraikela-Kharsawan	18000
24	Simdega	17000
25	<b>Total</b>	<b>500000</b>

## **PRICE FORMAT**

The price shall be quoted as per the BoQ available **online** in the tender portal e.g. [www. Jharkhandtenders.gov.in](http://www.Jharkhandtenders.gov.in). **Price submitted offline shall not be accepted.**



## **SECTION VII. SAMPLE FORMS**

## 1. PROPOSAL FORM

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Date: [ insert: **date of Proposal** ]

[ Purchaser to specify: "IFP No.: [ number ]" ] [ insert: **name of Framework**

### **Agreement: Supply of vegetable Seeds**

To:

The Chief Executive Officer,  
Jharkhand State Livelihood Promotion Society(JSLPS)  
2<sup>nd</sup> Floor, JSAMB Building, Itki Raod, Hehal Ranchi-834005  
Jharkhand

Dear Sir,

Having examined the Document for setting up framework agreement, including Addenda Nos. [ *insert numbers* ], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Agreement in full conformity with the said document for setting up framework agreement for the sums as may be determined in accordance with the terms and conditions of the Purchase Orders to be issued under the above mentioned framework agreement.

We undertake, if our Proposal is accepted, to deliver the Goods in accordance with the tentative delivery schedule and list of consignee indicated in the Schedule of Requirements (exact requirements to be further specified in the Purchase Orders). The Goods are sourced from <name of the country>.

If our Proposal is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the document for setting up framework agreement.

We agree to abide by this Proposal, for the Proposal Validity Period specified in the document for setting up framework agreement and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Framework Agreement is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award for setting up the Framework Agreement, shall constitute a binding Contract between us. We understand that you are not bound to accept any Proposal you may receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above agreement, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Proposal, and to agreement execution if we are awarded the Agreement, are listed below:

Name and Address of Agent	Amount in Indian Rupees	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

We confirm that we comply with the eligibility requirements as per ITP clause 4 of the document for setting up framework agreement.

Dated this [ insert: **number** ] day of [ insert: **month** ], [ insert: **year** ].

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

In the capacity of [ insert: **title or position** ]

Duly authorized to sign this Proposal for and on behalf of [ insert: **name of Proposer** ]

### 3. Performance Security Bank Guarantee

(unconditional)

Date: [ *insert: date* ]

IFP: [ *insert: name or number of IFP* ]

Agreement: [ *insert: name or number of Agreement* ]

To:

The Chief Executive Officer  
Jharkhand State Livelihood Promotion Society  
2<sup>nd</sup> Floor, JSAMB Building, Itki Raod, Hehal,  
Ranchi-834005, Jharkhand

Dear Sir,

We refer to the Framework Agreement (“the Agreement”) signed on { *insert: date* } between you and [ *insert: name of Supplier* ] (“the Supplier”) concerning setting up the Framework Agreement for the supply and delivery of [ *insert: a brief description of the Goods* ]. By this letter we, the undersigned, [ *insert: name of bank* ], a bank (or company) organized under the laws of [ *insert: country of bank* ] and having its registered/principal office at [ *insert: address of bank* ], (hereinafter, “the Bank”) do hereby jointly and severally with the Supplier irrevocably guarantee payment owed to you by the Supplier, pursuant to the Agreement, up to the sum of [ *insert: amount in numbers and words* ]. This guarantee shall be reduced or expire as provided for by the Framework Agreement Clause 11.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Supplier to be in default under the Agreement and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Supplier to dispute or question such demand. Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed under this Letter in respect of any demand duly made under this Letter prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until the date of expiration of the guarantee, as governed by the Agreement. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation. Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made under this Letter after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed under this Letter, whichever is the earlier. All notices to be given under this Letter shall be given by registered (airmail)

post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Agreement may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Supplier, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent, or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event, or condition that by any applicable law should operate to discharge us from liability hereunder shall have any effect, and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

For and on behalf of the Bank

Signed:.....

Date: \_\_\_\_\_

in the capacity of: [ insert: ***title or other appropriate designation*** ]

Common Seal of the Bank

## 5. Performa for performance statement

(For a period of last five years)

IFP No: \_\_\_\_\_ Date of Opening: \_\_\_\_\_ Time : \_\_\_\_\_ Hours

Name of the Firm : \_\_\_\_\_

Order Placed By (Full address of Purchaser)	Order No. and Date	Description and quantity of ordered	Value of order	Date of completion of delivery		Remarks indicating <u>reasons for late delivery, if any</u>	Was the supply of goods satisfactory?
				<u>As per contract</u>	<u>Actual</u>		

Signature and seal of the Proposer

## 6. FORMAT OF PRICE PROPOSAL

Date:[ insert: **date of proposal**]  
[Invitation for Proposals (IFP) Ref No.:*[number]*]  
[insert: **name of Item** ]

To:

The Chief Executive Officer,  
Jharkhand State Livelihood Promotion Society  
2<sup>nd</sup> Floor, JSAMB Building, Itki Raod, Hehal,  
Ranchi-834005 Jharkhand.

Dear Sir or Madam:

With reference to the Invitation for Proposals (IFP) (referred above) and your documents for setting up framework agreement, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods and associated services in full conformity with the said documents for setting up framework agreement, for the sum of Rs. \_\_\_\_\_ (hereinafter called “the Total Proposal Price”). The above amounts are in accordance with the Price Schedules attached herewith and are made part of this proposal.

We undertake, if our proposal is accepted, to deliver the Goods in accordance with the delivery schedule and consignees indicated in the Purchase Orders to be issued.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Agreement, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We understand that you are not bound to accept the lowest or any proposal you may receive.

Dated this [ insert: **number** ] day of [ insert: **month** ],  
[ insert: **year** ].

Signed: \_\_\_\_\_

Date: .

In the capacity of [ insert: **title or position** ]

Duly authorized to sign this proposal for and on behalf  
of [ insert: **name of proposer** ]