

**DEPARTMENT OF AGRICULTURE & FARMERS' EMPOWERMENT, ODISHA**  
**DIRECTORATE OF AGRICULTURE & FOOD PRODUCTION, ODISHA, BHUBANESWAR**  
**REQUEST FOR PROPOSAL**

RFP No. **33719**

Dated: **28.09.2025**

The Department of Agriculture & Farmers Empowerment, Odisha intends to outsource the Identified Static Soil Testing Laboratories for smooth operationalisation of the labs to continue with Soil Testing Action Plan and Providing Soil health Cards to the intended farmer beneficiaries in their area of operation for Soil Health Management. Hence, Director of Agriculture & Food Production, Odisha, Bhubaneswar of Department of Agriculture & Farmers Empowerment, Odisha invites sealed proposal from the eligible bidders having their Main/Branch office in Odisha for "Operationalization of identified Static Soil Testing Laboratories" under the administrative control of Director of Agriculture & Food Production, Odisha, Bhubaneswar.

The Bidder shall download the RFP Document containing **details of scope of work, professional requirements and other bidding parameters** online from the website **tendersodisha.gov.in**. Alternatively, the Bidding Documents can also be viewed from the website **agrisnetodisha.ori.nic.in** and **agri.odisha.gov.in**, for the sole purpose of viewing and it shall not be entertained as valid download of the Bidding Documents.

**Important dates for the bidding process:**

| Sl. No. | Critical Events                                                           | Time Line                 |
|---------|---------------------------------------------------------------------------|---------------------------|
| 1       | Date of Issue of RFP                                                      | 26.09.2025                |
| 2       | Submission of Pre Bid Queries                                             | 10.10.2025 up to 05:00 PM |
| 3       | Pre Bid Meeting                                                           | 14.10.2025 at 11:30 AM    |
| 4       | Publication of Pre Bid Clarification                                      | 16.10.2025                |
| 5       | Last Date and Time for Submission of Bid (online in e procurement portal) | 29.10.2025                |
| 6       | Last Date and Time for Submission of Technical Bid (Hard Copy)            | 04.11.2025 up to 05:00 PM |
| 7       | Opening of Technical Bid                                                  | 06.11.2025 at 03:00 PM    |
| 8       | Technical Presentation                                                    | Shall be intimated later  |
| 9       | Opening of Financial Bid                                                  | Shall be intimated later  |

Bidder will be selected under Quality and Cost Based Selection (QCBS) and procedures described in this Bidding Documents. Corresponding details for clarification on Bidding Documents is following: **[diragri.or@nic.in](mailto:diragri.or@nic.in)** and **[soilhealthcell@gmail.com](mailto:soilhealthcell@gmail.com)**.

The proposals received beyond the scheduled last date and time shall not be considered and will be out rightly rejected. Further, the authority reserves the right to reject any/all proposals without assigning any reason thereof.

  
**23/09/25**

Director of Agriculture & Food Production, Odisha,

2<sup>nd</sup> Floor, Krushi Bhawan, Gopabandhu Marg,

Bhubaneswar-751001

## **REQUEST FOR PROPOSAL**



**SELECTION OF AGENCY FOR  
“OPERATIONALIZATION OF IDENTIFIED STATIC SOIL TESTING LABORATORIES”  
UNDER ADMINISTRATIVE CONTROL OF THE DIRECTOR OF AGRICULTURE & FOOD  
PRODUCTION, ODISHA**

**GOVERNMENT OF ODISHA  
DEPARTMENT OF AGRICULTURE & FARMER EMPOWERMENT  
(2025-26)**

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## **DISCLAIMER**

This Request for Proposal (**RFP**) is issued by the **Director of Agriculture & Food Production, Odisha under the Department of Agriculture & F.E, Government of Odisha.**

The information contained in this Request for Proposal document ("**RFP**") or subsequently provided to Bidders, whether verbally or in documentary or any other form by on behalf of the Authority or any of their employees or advisors, is provided to Bidder on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information provided. This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person.

The purpose of this RFP is to provide interested bidders with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the objectives, technical expertise and particular needs of each part who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assumptions, assessments, statements or information contained therein or deemed to form part of this RFP or arising in any way in the Selection process. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case maybe, for service and the Authority reserves the right to reject all or any of the Proposals without assigning any reason whatsoever. The Director of Agriculture & Food Production, Odisha under the Department of Agriculture & F.E, Government of Odisha shall be the sole and final authority with respect to selection of a Consultant/ Agency through this RFP.

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## BIDDER DATA SHEET

| Sl. No. | Particular                                                                | Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------|---------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.      | Name of the Client                                                        | Director of Agriculture & Food Production, Odisha<br>under the Department of Agriculture & F.E, Government<br>of Odisha                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 2.      | Method of Selection                                                       | Quality and Cost Based Selection<br>(QCBS) Method                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 3.      | Availability of RFP Document                                              | The Bidder shall download the RFP Document containing <b>details of scope of work, professional requirements and other bidding parameters</b> online from the website <b>tendersodisha.gov.in</b> . Alternatively, the Bidding Documents can also be viewed from the website <b>agrisnetodisha.ori.nic.in</b> and <b>agri.odisha.gov.in</b> , for the sole purpose of viewing and it shall not be entertained as valid download of the Bidding Documents                                                                                                                     |
| 4.      | Date of Issue of RFP                                                      | 26.09.2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 5.      | Deadline for Submission of Pre Bid Query                                  | 10.10.2025 up to 05:00 PM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 6.      | Pre-Bid Meeting                                                           | <b>14.10.2025 at 11:30 am</b><br>Venue-Board Room, Ground Floor, Krushi Bhawan,<br>Gopabandhu Marg, Bhubaneswar.<br>Virtual mode-Link will be shared to Bidders who are unable to attend the physical meeting upon receipt of request in <a href="mailto:soilhealthcell@gmail.com">soilhealthcell@gmail.com</a><br>All queries received on or before <b>10.10.2025 up to 05:00 PM</b> in the <b>Email: <a href="mailto:soilhealthcell@gmail.com">soilhealthcell@gmail.com</a></b> in MS Word format shall be clarified, if necessary, through suitable amendment to the RFP. |
| 7.      | Publication of Pre-Bid Clarification through Website                      | 16.10.2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 8.      | Last Date and Time for submission of Bid (online in e procurement portal) | 29.10.2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 9.      | Last Date and Time for submission of Technical Bid (Hard Copy)            | 04.11.2025 up to 05:00 PM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

|     |                                              |                                                                                                                                                                                                                                                                                                              |
|-----|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10. | Date of opening of Technical Proposal        | 06.11.2025 at 03:30 PM                                                                                                                                                                                                                                                                                       |
| 11. | Date of Technical Presentation               | Shall be intimated later                                                                                                                                                                                                                                                                                     |
| 12. | Date of opening of Financial Proposal        | Shall be intimated later                                                                                                                                                                                                                                                                                     |
| 13. | Expected Date of Commencement of Assignment  | Shall be intimated later                                                                                                                                                                                                                                                                                     |
| 14. | Bid Processing Fee (Non-Refundable)          | 10,000/- INR in shape of Demand Draft drawn in favour of “Establishment Officer-IV”, O/o the Director of Agriculture & Food Production, Odisha, Bhubaneswar in any Scheduled Commercial Bank payable at Bhubaneswar.                                                                                         |
| 15. | Earnest Money Deposit (EMD) (Refundable)     | 36,50,000/- INR in form of Insurance Surety Bond, account payee demand draft, fixed deposit receipt, bank guarantee from any of the scheduled commercial banks drawn in favour of “Establishment Officer-IV”, O/o the Director of Agriculture & Food Production, Odisha, Bhubaneswar” payable at Bhubaneswar |
| 16. | Address for Submission of Proposal (Offline) | Director of Agriculture & Food Production, Odisha, Krushi Bhawan , Gopabandhu Marg, Bhubaneswar, PIN-751001<br>Telephone No- 0674- 2395532/<br>0674- 2391925<br><b>Email: <a href="mailto:soilhealthcell@gmail.com">soilhealthcell@gmail.com</a></b>                                                         |
| 17. | Mode of Submission of Proposal               | Online- through <b>tendersodisha.gov.in</b><br>However, the physical copy of Technical Proposal must reach the undersigned through <b>Speed Post / Registered Post only in the designated address as mentioned in the RFP latest by 04.11.2025 upto 05:00 PM</b>                                             |
| 18. | Place of Opening of Technical Proposal:      | <b>Board Room no-1,<br/>Ground Floor, Krushi Bhawan, Department of Agriculture &amp; Farmers Empowerment, Odisha, Gopabandhu Marg, Bhubaneswar</b>                                                                                                                                                           |

## **SECTION: 1**

### **LETTER OF INVITATION** **(LOI)**

# LETTER OF INVITATION

RFP No:\_\_\_ 33719

Dated. 23.09.2025

**Name of the Assignment:** *Selection of Agency for “Operationalization of identified Static Soil Testing Laboratories (STL)” under administrative control of Director of Agriculture & Food Production, Odisha on outsourcing basis.*

1. Director of Agriculture & Food Production, Odisha, Department of Agriculture & Farmers Empowerment, Government of Odisha invites sealed proposal from eligible bidders for **Selection of Agency for “Operationalization of identified Static Soil Testing Laboratories” under administrative control of Director of Agriculture & Food Production, Odisha on outsourcing basis.** The list of STLs for Outsourcing and details on the proposed assignment are provided at **Section-3: Terms of Reference** of this RFP Document.
2. **An Agency having their Main or Branch office in Odisha will be selected under Quality and Cost Based Selection (QCBS)** procedure as prescribed in the RFP Document in accordance with the policies and procedures accompanying the Guideline of Finance Department issued vide **Office Memorandum No. 37323/F, Dated: 30.11.2018** of Finance Department, Government of Odisha for Operationalisation of the Identified Static STLs under Directorate of Agriculture & FP (O) for soil analysis and providing Soil Health Card to the farmers.
3. The proposal complete in all respect as specified in the RFP Document must be accompanied with a non-refundable amount of Rs. 10,000/- (Rupees Ten Thousand only) towards Bid Processing Fee and a Refundable EMD of **Rs. 36,50,000/- (Rupees Thirty Six Lakhs Fifty Thousand only)** in favour of “Establishment Officer-IV”, O/o the Director of Agriculture & Food Production, Odisha, Bhubaneswar”, failing which the bid shall be rejected.
4. The Bidding Documents in its entirety will be available for download from the website [tendersodisha.gov.in](http://tendersodisha.gov.in) (“e-Procurement Portal”) from 26.09.2025 onwards.
5. For purpose of tender submission, only Public e-Procurement portal to be accessed by tenderer at [tendersodisha.gov.in](http://tendersodisha.gov.in). Alternatively, the Bidding Documents can also be viewed from the website [agrisnetodisha.ori.nic.in](http://agrisnetodisha.ori.nic.in) and [agri.odisha.gov.in](http://agri.odisha.gov.in), for the sole purpose of viewing and it shall not be entertained as valid download of the Bidding Document. To participate in the Bidding Process, the Bidder should complete all stages of registration, download from the e-Procurement Portal and final bid submission through the e-Procurement Portal. Bids which are submitted on the e-Procurement Portal alone will be accepted by the Authority. The Bidders are advised to download the Bidding Documents at least one day prior to the Bid Due Date so as to safeguard their participation and avoid any delay. The Bidders are advised to upload the Bid sufficiently before the specified time on the Bid Due Date to avoid any technical issues or malfunction in the network caused by heavy internet traffic on the Bid Due Date. The Bidders are required to register on e-Procurement Portal. Bidders are required to obtain digital signature to upload the Technical and Financial bid. Bidders are requested to visit e-Procurement Portal for the details related to online registration and submission of Bids.
6. The Technical bid complete in all respect must be submitted in both online mode i.e. at e-procurement portal (**[tendersodisha.gov.in](http://tendersodisha.gov.in)**) and offline mode at the specified address and date, time as mentioned in the RFP. **If there is any difference between the offline**

(physical) and online versions of the technical proposal, the version submitted through online mode shall prevail and be treated as final. The Financial bid shall be submitted only through e-procurement portal ([tendersodisha.gov.in](http://tendersodisha.gov.in)) on or prior to the last date of bid submission i.e. 29.10.2025. The Authority shall not entertain any physical submission of the Financial Bid. Any physical submission of the financial bid shall lead to the rejection of the bid as being non-responsive.

7. The Director of Agriculture & Food Production, Odisha shall not be responsible for any failure, malfunction or breakdown of the Portal during the Bidding Process, or for any sort of delay or difficulties faced during submission of the Bid on the e- Procurement Portal. Also, the authority is not responsible for any issues or delay or any consequence faced by the bidders during offline submission. Submission of proposal through any other mode as mentioned above shall not be accepted and will be out rightly rejected.
8. The date of opening of the bid is 06.11.2025 at 03:30 PM in the presence of the bidder's representative at the specified address as mentioned in the Bidder Data Sheet. Representatives of the bidders may attend the meeting with due authorization letter (as uploaded in online also) on behalf of the bidder.
9. **This RFP includes following sections:**
  - a. Letter of Invitation [**Section-1**]
  - b. Information to the Bidder [**Section-2**]
  - c. Terms of Reference [**Section -3**]
  - d. Technical Proposal Submission Forms [**Section-4 (Part-A&B)**]
  - e. Financial Proposal Submission Forms (**Section-5**)
  - f. Annexure (**Section-6**)
10. While all information/ data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the **Director of Agriculture & Food Production, Odisha, Bhubaneswar** knowledge. Further, **Director of Agriculture & Food Production, Odisha, Bhubaneswar** holds no responsibility for accuracy of information and it is the responsibility of the bidder to check the validity of information/data included in this document. The **Director of Agriculture & Food Production, Odisha, Bhubaneswar** reserves the right to accept/ reject any/ all proposals / terminate the entire selection process at any stage without assigning any reason thereof.

  
23/09/25

Director of Agriculture & Food Production,  
Department of Agriculture & F.E, Odisha

## **SECTION: 2**

### **INFORMATION TO THE BIDDER**

**A. Pre-Qualification/ Eligibility Criteria:**

Bidders must confirm to the eligibility criteria given below and to this effect must produce the required supportive documents/ information as indicated against each as part of their technical proposal:

| Sl. No. | Eligibility Criteria                                                                                                                                                                                                                                                                                                                                                                                                               | Supporting Documents Required                                                                                                                                                                                                   |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | The Bidder must be a Company as registered under Indian Companies Act, 1956 / 2013 or a Society registered under The Societies Registration Act, 1860 or a Trust registered under the Indian Trusts Act, 1882 or a Partnership Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008. Consortium or Joint Venture is not allowed. | Copy of certificate of Incorporation / Registration of the bidder, GST, PAN relevant registration document and details as per their legal status. Should be registered under GST Act.                                           |
| 2       | The bidder should have been in the business of providing Outsourcing services across India to the Central / State Government/ Autonomous bodies for at least two years during last five years.                                                                                                                                                                                                                                     | Copies of Work Orders / Contract Documents/ Completion Certificates from the authority.                                                                                                                                         |
| 3       | The bidder should have its Main/ Branch Office located in the State of Odisha during the contract period.                                                                                                                                                                                                                                                                                                                          | Evidence of having office at Odisha (Own Land record or Lease Agreement with land records for more than 3 years)                                                                                                                |
| 4       | The bidder should have an average annual turnover of more than Rs.7.00 Cr during the last two financial years (2022-23 and 2023-24).                                                                                                                                                                                                                                                                                               | Original Copies of audited balance sheet/ Income Expenditure Statement for two financial years (2022-23 and 2023-24) (TECH A – 3), which is duly certified by the chartered accountant on their letter head.                    |
| 5       | The bidder must have experience of at least 2 years in “similar projects (completed or ongoing)” for monitoring and management of project(s) in the field of Agriculture and allied sectors during the last 5 FY or more under the Central/ State Govt./ Autonomous bodies/ EAPs etc.                                                                                                                                              | Copies of Work Orders / Contract Document with Experience/ or completion Certificate from the concerned authority.<br>The format enclosed at TECH A-5 and Tech B-3 (I) of the RFP to be submitted with the Technical proposal.  |
| 6       | Experience of the bidder in managing number of human Resources (both technical expert and non technical) in a year (within last 2 years) and number of technical experts (with min BSc (Ag)/ BSc (Hort.)/BSc (Chemistry) as a Subject) in the field of Agriculture and allied sectors during the last 2 years or more under the Central/ State Govt./ Autonomous bodies/ EAPs etc                                                  | Copies of Work Orders / Contract Document with Experience/ or completion Certificate from the concerned authority.<br>The format enclosed in Tech B-6 and Tech B-3 (II) of the RFP to be submitted with the Technical proposal. |

|   |                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7 | The bidder must have experience in Running laboratories (Soil/Fertiliser/Pesticide/Water quality/Seed etc) in the field of Agriculture and allied sectors during the last 2 years or more under the Central/ State Govt./ Autonomous bodies/ EAPs etc. | Copies of Work Orders / Contract Document with Experience/ or completion Certificate from the concerned authority.<br>The format enclosed in Tech A-5 and Tech B-3 (I) of the RFP to be submitted with the Technical proposal. |
| 8 | Applicant agency should not have been blacklisted by Government of any state/ India/ other Government agencies and any Indian or International Organisation and shall provide an affidavit to this effect.                                             | Self-Declaration by the authorised representative on the bidder's letterhead.                                                                                                                                                  |
| 9 | Bidder shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current or proposed agreements, Engagements or affiliations with the Client.                           | Self Declaration from the Bidder as per <b>prescribed format (TECH A-6)</b>                                                                                                                                                    |

**B. Documents to be submitted along with TECHNICAL PROPOSAL (PART-A):**

The bidders have to furnish the following documents duly signed in along with their Technical Proposal:

- i) Filled in Bid Submission Check List in original **(Annexure-I)**
- ii) Covering letter **(TECH A – 1)** on bidder's letterhead requesting to participate in the bid process.
- iii) Bid Processing Fee & Earnest Money Deposit (EMD) as applicable.
- iv) Copy of Certificate of Incorporation/ Registration
- v) Copy of PAN
- vi) Copy of Goods and Services Tax Identification Number**(GSTIN)**.
- vii) Copies of IT Return for the last three assessment years **(AY 2022-23, 2023-24 & 2024-25)**.
- viii) General Details of the Bidder**(TECH A-2)**
- ix) Financial Details of the bidder **(TECH A – 3)** along with all supportive documents such as Balance Sheet and Income/Expenditure Statement duly certified and signed by the bidder.
- x) Power of Attorney **(TECH A – 4)** in favour of the person signing the bid on behalf of the bidder.
- xi) List of completed/ on going assignments of similar nature **(Past Experience Details, TECH A-5)** along with copies of contracts/ work orders/ experience certificate/ completion certificate.
- xii) Self Declaration regarding an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed agreements, engagements, or affiliations with the Client **(TECH A –6)**.
- xiii) Undertaking for not having been black-listed by any Central / State Government / Any other Autonomous Body / International & National Organisation in the recent past.

***NB: Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will lead to summary rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other information as mentioned in the RFP Document. The proposal must be complete in all respect, indexed and hard bound. Each page should be numbered and certified by the authorised representative. Failure to comply with the RFP requirements will result in outright rejection of the proposal.***

### 1. Bid Processing Fee:

The bidder must furnish, as part of technical proposal, the required bid processing fee amounting to **Rs. 10,000/- (Rupees Ten Thousand Only)** in shape of DD/ BC from any Scheduled Commercial Bank drawn in favour of “**Establishment Officer-IV, O/o the Director of Agriculture & Food Production, Odisha, Bhubaneswar**” payable at Bhubaneswar. Proposals received without bid processing fee will be out rightly rejected. For the avoidance of doubt, no exemption from payment of Bid Processing Fee is permitted. Further, a scanned copy of the DD/BC of payment of the above fee shall be uploaded by the Bidder along with its Technical Bid on the **tendersodisha.gov.in** portal and the hard copy of the same shall also be submitted along with the physical submission of the Technical Bid.

### 2. Earnest Money Deposit (EMD):

The bidder must furnish, as part of the technical proposal, an Earnest Money Deposit (EMD) amounting to **Rs.36,50,000/- (Rupees Thirty Six Lakhs Fifty Thousand Only)** in form of Insurance Surety Bond, account payee demand draft, fixed deposit receipt, bank guarantee with validity for a period of forty-five days beyond the final bid validity period from any of the scheduled commercial banks drawn in favour of “**Establishment Officer-IV”, O/o the Director of Agriculture & Food Production, Odisha, Bhubaneswar**” payable at Bhubaneswar. The EMD of unsuccessful bidders shall be refunded within 1 month from the date of award of Contract. Further, a scanned copy of the above fee shall be uploaded by the Bidder along with its Technical Bid on the **tendersodisha.gov.in** portal and the hard copy of the same shall also be submitted along with the physical submission of the Technical Bid.

The EMD of the successful bidder will be released only after furnishing the required Performance security and signing of the Contract.

The EMD will be forfeited on account of the following reasons:

- i) Bidder withdraws its proposal during the bid validity period as specified in the RFP.
- ii) Bidder does not respond to requests for clarification of its proposal.
- iii) Bidder fails to provide required information during the evaluation processor is found to be non-responsive or has submitted false information in support of its qualification.
- iv) If the bidder fails to
  - a) Provide clarifications
  - b) Agree to decisions of the contract negotiation meeting,
  - c) Sign the contract in time,
  - d) Furnish required Performance security.
- v) Any other circumstance which holds the interest of the Client during the overall selection process.

### 3. Validity of the Proposal:

Proposals shall remain valid for a period **of 180 (One Eighty Days)** from the date of opening of the technical proposal. **The Director of Agriculture & Food Production, Odisha** reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the Contract within the bid validity period. The bid

validity period may be extended on mutual consent.

#### 4. **Pre-Bid Meeting:**

A pre-bid meeting will be organised to address the queries relating to the overall selection process and scope of the work. To this respect, bidders can submit their queries, as per the prescribed format provided at **(Annexure-III)**, to the Director of Agriculture & Food Production, Odisha through e-mail to **soilhealthcell@gmail.com** up to **10-10-2025 up to 05:00 PM** from the level of the authorized representative of the bidder only. ***Any request for clarification submitted beyond the above deadline will not be entertained during the pre-bid meeting.*** The pre-bid meeting will be held on **14-10-2025 at 11:30 AM** in the Board Room, Ground Floor of Krushi Bhawan, Gopabandhu Marg, Bhubaneswar, Odisha. Representatives (*maximum up to 2 members from each bidder*) with due authorization letter will be allowed to attend the pre-bid meeting. Clarifications to the submitted queries will be uploaded in the Department website for information of the bidders. Any such clarification / corrigendum shall be deemed to be part of this RFP. Request for alternation / change in existing terms and conditions of the RFP will not be considered / entertained thereafter.

#### 5. **Authentication of Proposal:**

The proposal should be accompanied by a power-of-attorney in the name of the signatory of the proposal as per the format **TECH A-4** as provided in the RFP.

#### 6. **Submission of Proposal:**

The Technical bid complete in all respect must be submitted in both online mode i.e. at e-procurement portal (**tendersodisha.gov.in**) and offline mode at the specified address, date and time as mentioned in the RFP. **If there is any difference between the offline (physical) and online versions of the technical proposal, the version submitted through online mode shall prevail and be treated as final.** The Financial bid shall be submitted only through e-procurement portal (**tendersodisha.gov.in**) on or prior to the last date of bid submission i.e. **29.10.2025**. The Authority shall not entertain any physical submission of the Financial Bid. **Any physical submission of the financial bid shall lead to the rejection of the bid as being non-responsive.**

The Director of Agriculture & Food Production, Odisha shall not be responsible for any failure, malfunction or breakdown of the Portal during the Bidding Process, or for any sort of delay or difficulties faced during submission of the Bid on the e- Procurement Portal. Also, the authority is not responsible for any issues or delay or any consequence faced by the bidders during offline submission. Submission of proposal through any other mode as mentioned above shall not be accepted and will be out rightly rejected. Any Proposal received after the deadline shall not be accepted and will be out rightly rejected.

The procedure for submission of the proposal is described below:

##### **6.1. Technical Proposal (PART-A) Original & (PART-B) Original + 1 Copy –**

The Technical bid complete in all respect must be submitted in both online mode i.e. at e-procurement portal (**tendersodisha.gov.in**) and offline mode at the specified address, date & time as mentioned in the RFP. **If there is any difference between the offline (physical) and online versions of the technical proposal, the version submitted through online mode shall prevail and be treated as final.** The documents uploaded in the e procurement portal should

be of proper resolution and clearly visible. Any blurred documents uploaded shall be subjected to rejection of the proposal.

The envelope containing technical proposal (Physical Copy), i.e. two different parts, **Part-A and Part-B** should be bound separately with no loose sheets & each pages of all the two parts are page numbered along with index page and furnished inside one envelope and shall be **SEALED AND SUPERSCRIBED** as “**Technical Proposal – Selection of Agency for Operationalisation of identified Static Soil Testing Laboratories**”. The two different parts, i.e. **Part-A and Part-B** should be **bound together and furnished inside one envelope**.

The technical envelope with proper labelling of following information in bold:

**NAME OF THE ASSIGNMENT:**

**RFP NUMBER AND DATE:**

**NAME OF THE BIDDER:**

**DEADLINE FOR SUBMISSION OF BID:**

**NAME AND ADDRESS OF THE BIDDER:**

## **6.2. Financial Proposal :**

The **Financial bid** shall be submitted only through e-procurement portal (**tendersodisha.gov.in**) **on or prior to the last date of bid submission i.e. 29.10.2025**. The Authority shall not entertain any physical submission of the Financial Bid. Any physical submission of the financial bid shall lead to the rejection of the bid as being non-responsive.

## **6.3 Opening & Evaluation of the proposal:**

The **TECHNICAL PROPOSAL (Bid)** will be opened online on the e-procurement portal in the initial stage by the Client in presence of the bidder's representatives at the location, date and time specified in the Bidder Data Sheet. The Client will constitute a Screening Committee to evaluate the proposals submitted by bidders. Only one representative with proper authorization letter from the participating bidder will be allowed to attend the bid opening meeting.

The **FINANCIAL PROPOSAL (Bid)** of the **technically qualified bidders** will be opened after completion of technical evaluation stage by the Selection Committee formed. The financial bids shall be opened online on the e-procurement portal. The date and time for opening of the financial proposal will be intimated accordingly to the technically qualified bidders well in advance.

The original copies of the Technical Proposal shall be uploaded in the “Technical Proposal,” and the Financial Proposal in the “Financial Proposal” folder in e- procurement portal.

## **7. Evaluation of Proposal:**

A three stage process will be adopted as explained below for evaluation of the proposals:

**7.1 Preliminary Evaluation (1st Stage):** Preliminary evaluation of the proposals will be done to determine whether the proposals are in order & complete and the requisite documents have been

properly furnished by the bidder or not. **If there is any difference between the offline (physical) and online versions of the technical proposal, the version submitted through online mode shall prevail and be treated as final.** Submission of following documents / information will be verified:

- i) Filled in Bid Submission Check List in Original (Annexure-I)
- ii) Covering letter (TECH A-1) on bidder's letterhead requesting to participate in the selection process.
- iii) Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- iv) Copy of Certificate of Incorporation/Registration
- v) Copy of PAN
- vi) Copy of Goods and Services Tax Identification Number(GSTIN)
- vii) Copies of IT Return for the last three assessment years (AY-2022-23, 2023-24, 2024-25).
- viii) General Details of the Bidder (TECH A-2)
- ix) Financial Details of the bidder (TECH A – 3) along with all supportive documents as applicable duly signed as per the instruction.
- x) Power of Attorney (TECH A – 4) in favor of the person signing the bid on behalf of the bidder.
- xi) List of completed assignments of similar nature (Past Experience Details, TECH A – 5) along with copies of contracts / work orders along with experience certificate/ completion certificate from previous clients.
- xii) Self Declaration regarding an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed agreements, engagements, or affiliations with the Client (TECH A –6)
- xiii) Undertaking for not having been black-listed by any Central / State Government / Autonomous bodies/ International & National Organisation in the recent past.
- xiv) Supporting documents as per the categories mentioned in the Evaluation of Technical Proposal table (Section 2 (8.2)).
- xv) All the pages of the proposal and enclosures are signed by the authorized representative.

Any deviation from the prescribed procedures/ formats/ conditions/ requirements shall result in outright rejection of the proposal. Bids with conditional offer shall be outrightly rejected. All the pages of the proposal must have to be sealed and signed by the authorized representative of the bidder.

**7.2 Technical Evaluation (2<sup>nd</sup> Stage)**: Technical proposal will be opened and evaluated for those bidders who qualify the preliminary evaluation stage. Detailed evaluation process will be adopted for evaluation of the proposals. The proposals will be evaluated as per the parameters vide Score Sheet as below:

### Evaluation of Technical Proposal

| Sl. No | Criteria                                                                                                                                                       | Measure                                                      | Score  | Maximum Score | Reference Clause                    |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|--------|---------------|-------------------------------------|
| 1      | Running Soil/Fertilizer/Pesticide/Water quality/Seed etc. laboratory entities in collaboration with Central or any State Govt. Projects                        | For every additional years 1 mark extra maximum upto 5 years | 1 to 5 | 10            | Pre-eligibility Criteria Point No-7 |
|        |                                                                                                                                                                | At least 5 years                                             | 5      |               |                                     |
| 2      | Average Annual Turnover (in last two years)                                                                                                                    | More than Rs.10 Cr                                           | 10     | 10            | Pre-eligibility Criteria Point No-4 |
|        |                                                                                                                                                                | Rs.7-10 Cr                                                   | 6      |               |                                     |
| 3      | No of Central or State Govt. Projects on agriculture and allied sector executed                                                                                | More than 10 Nos                                             | 10     | 10            | Pre-eligibility Criteria Point No-5 |
|        |                                                                                                                                                                | 5-10 nos                                                     | 6      |               |                                     |
|        |                                                                                                                                                                | Less than 5 nos                                              | 4      |               |                                     |
| 4      | No. of projects executed related to Soil Testing & Soil Health Management etc.                                                                                 | 6 or more                                                    | 15     | 15            | Pre-eligibility Criteria Point No-5 |
|        |                                                                                                                                                                | 4 to 6                                                       | 11     |               |                                     |
|        |                                                                                                                                                                | 3 to 4                                                       | 7      |               |                                     |
| 5      | Experience in managing human resources in a year (within last 2 years)                                                                                         | More than 100                                                | 5      | 5             | Pre-eligibility Criteria Point No-6 |
|        |                                                                                                                                                                | 75 to 100                                                    | 4      |               |                                     |
|        |                                                                                                                                                                | Less than 75                                                 | 2      |               |                                     |
| 6      | Technical Experts (minimum B.Sc. (Ag.)/ B.Sc. (Hort.)/ B.Sc. (with Chemistry as a subject)                                                                     | More than 30                                                 | 10     | 10            | Pre-eligibility Criteria Point No-6 |
|        |                                                                                                                                                                | 20 to 29                                                     | 6      |               |                                     |
|        |                                                                                                                                                                | 10 to 19                                                     | 4      |               |                                     |
| 7      | Experience of the Soil Health Management Expert (At least MSc(Ag) in Soil Science/ Agril Chemistry)                                                            | more than 10 years                                           | 5      | 5             | Pre-eligibility Criteria Point No-6 |
|        |                                                                                                                                                                | 7 -10 year                                                   | 3      |               |                                     |
|        |                                                                                                                                                                | Less than 7 years                                            | 2      |               |                                     |
| 8      | Total No. of Soil Samples Analysis completed and Soil Health Card printed and distributed to farmers in collaboration with Central or any State Govt. Projects | More than 5 lakhs                                            | 15     | 15            | Tech A-5 and Tech B-3 (I)           |
|        |                                                                                                                                                                | More than 3 lakhs to 5 lakhs                                 | 10     |               |                                     |
|        |                                                                                                                                                                | 1 lakh to 3 lakhs                                            | 7      |               |                                     |
|        | <b>TOTAL</b>                                                                                                                                                   |                                                              |        | <b>80</b>     |                                     |
| 9      | <b>Technical Presentation</b>                                                                                                                                  |                                                              |        | <b>20</b>     |                                     |
|        | <b>Grand Total</b>                                                                                                                                             |                                                              |        | <b>100</b>    |                                     |

**\*NB:** For Criteria at point No1, every completed 12 months period will be considered as one year and for rest of the period exceeding six months will be considered as one year and less than six months will be ignored.

***Bidders who secure minimum 55 marks from the total (80 marks) in the technical proposal will be called for technical presentation.***

Soil Health Management Expert or any Authorised Personnel of the agency will make a presentation on behalf of the Bidder before the Client during the technical evaluation stage. The objective of the presentation is to enable the Client to evaluate the bidders about their understanding and preparedness for the proposed assignment. Clarifications, if any, as required by the Client will also be discussed during the meeting. The detailed schedule along with an outline for presentation will be intimated to the concerned bidders before 5 days from the date of technical presentation. The evaluation of technical presentation will be based on the following criteria:

- a. Understanding of scope of the project- 5 marks
- b. Strategy/Methodology/Work Plan/Road map of the project- 10 marks
- c. Deliverables, Innovation, Question & Answer- 5 marks

The organization/agency whose technical evaluation secures a score **minimum qualifying mark of 70** in the technical evaluation stage will be technically qualified for opening of the financial evaluation. The date of opening of the financial proposals of the technically qualified organization/agency will be intimated later. Accordingly, the organization/agency should make themselves available for the same.

**7.3 Financial Evaluation (3<sup>rd</sup> stage):** The financial proposals of the technically qualified bidders only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

## **8. Evaluation Process:**

QCBS method will be applied for selection of the Professional Agency. In deciding the final selection of the Organization/Agency, the technical quality of the proposal will be given a weightage of 70% on the basis of criteria for evaluation. The price bids of only those Organization/Agency who qualify technically will be opened. The proposal with the lowest cost will be given a financial score of 100 and the other proposal given financial scores that are inversely proportional to their quoted prices. The financial proposal shall be allocated a weightage of 30%.

For working out the combined score, the employer will use the following formula:

**Evaluated Bid Score:  $(0.7 \times 100 \times T/T \text{ (high)}) + (0.3 \times 100 \times C \text{ (Low)}/C)$ ,**

***Where, T stands for Total marks obtained in technical proposal, T(high) stands for highest marks obtained in technical proposal,***

***C stands for Evaluated Bid Price of the Bidder, C (Low) stands for Lowest of the evaluated bid prices among the responsive bids.***

The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H1) will be considered for award of contract and will be called for negotiations, if required.

Example: If in response to this EOI, three proposals, A, B & C were received and the EOI Screening Committee (ESC) awarded them 75, 80 and 90 marks respectively, all the three proposals would be technically suitable. Then the following points for technical proposals may be given:

Proposal A:  $100 \times 75 / 90 = 83.33$  points

Proposal B:  $100 \times 80 / 90 = 88.88$  points

Proposal C:  $100 \times 90 / 90 = 100$  points

Further, if the quoted price of proposals A, B & C were Rs.120, Rs.100 & Rs.110 respectively, then the following points for financial proposals may be given:

Proposal A:  $100 \times 100 / 120 = 83$  points

Proposal B:  $100 \times 100 / 100 = 100$  points

Proposal C:  $100 \times 100 / 110 = 91$  points

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

Proposal A:  $(0.7 \times 83.33) + (0.3 \times 83) = 83.231$

Proposal B:  $(0.7 \times 88.88) + (0.3 \times 100) = 92.216$

Proposal C:  $(0.7 \times 100) + (0.3 \times 91) = 97.3$

***Proposal C would be considered the H1 and would be recommended for negotiations, if considered necessary for approval.***

From the time the proposals are opened to the time the contract is awarded, the Organization/Agency should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Organization/Agency to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of contract may result in the rejection of the Organization/Agency's proposal. Directorate of Agriculture & Food Production; Odisha may cancel the bid and reject all proposals without assigning any reasons at any stage of the tender process.

#### **9. Performance security:**

Within 7 days of notifying the acceptance of proposal for the award of Contract, the qualified bidder shall have to furnish a Performance security amounting to **5% of the contract value including GST applicable** from a Scheduled Commercial Bank situated in Bhubaneswar in favour of “**Establishment Officer-IV, O/o the Director of Agriculture & Food Production, Odisha, Bhubaneswar**”, as per the format at **Annexure-IV**, for a period of 60 days beyond the entire contract period (i.e. performance security must be valid from the date of effectiveness of the contract to a **period of 60 days beyond the contract period**) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the performance security. The performance security shall be released immediately after three months of expiry of Contract provided there is no breach of Contract on the part of the qualified bidder. No interest shall be paid on the performance security.

#### **10. Contract Negotiation:**

Contract Negotiation will be held at a date, time and address as intimated to the selected bidder. The invited bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any, and availability of proposed professionals etc.

#### **11. Award of Contract:**

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the Contract and promptly notify all other bidders about the result of the selection process. The successful bidder will be asked to sign the Contract after fulfilling all formalities within 7 days of issuance of the offer letter. After signing of the Contract, no variation or modification of the terms of the Contract shall be made except by written amendment signed by both the parties. The Contract would be valid for **Two Years and three months** subject to annual review on satisfactory performance. However, for the current financial year 2025-26, the contract will be effective from the date of awarding of work order with the pro rata target and payment as per actuals. For remaining two subsequent years i.e. 2026 -27 and 2027-28, the contract will be effective from the commencement of financial year and annual target of analyzing 1.90 lakhs will be applicable and payment will be made accordingly. ***Sub-contracting is not allowed under this assignment under any circumstances.***

## **12. Conflict of Interest:**

Conflict of interest exists in the event of: (i) conflicting assignments, including implementing, providing consultation, monitoring and evaluation/environmental assessment of the same scheme / project at a different level by the eligible bidder; (ii) Consultants, agencies or institutions (individuals or organisations) who have a business or family relation with officials of the Client directly or indirectly; and (iii) practices prohibited under the anti- corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Client as this would amount to their disqualification and breach of contract.

## **13. Disclosure:**

- a. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
- b. Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- c. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
  - a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct;
  - corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
  - failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

## **14. Anti-corruption Measure:**

- a. Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.

- b. A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Client shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

#### **15. Language of Proposals:**

The proposal and all related correspondence exchanged between the bidder and the Client shall be written in the **English** language only. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

#### **16. Cost of bidding:**

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Bidder/s are not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

#### **17. Proposal Forms:**

Wherever a specific form is prescribed in this Request for Proposal (RFP) document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form, additional sheets shall be used to convey the required information. For all other cases, the bidder should design a form to hold the required information. *Any deviation to the prescribed format of the RFP results in rejection of the proposal.*

#### **18. Local Conditions:**

Each bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and/ or the cost. The bidder is expected to know all conditions and factors, which may have any effect on the execution of the Contract after issue of letter of Award. The client shall not entertain any request for clarification from the bidder regarding such local conditions. It is the bidder's responsibility that such factors have been properly investigated and considered before submitting the Proposal. No claim, whatsoever, including that for financial adjustment to the Contract awarded under the bidding document will be entertained by the Client. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted on account of failure of the bidder to know the local laws/ conditions. The Bidder is expected to visit and examine and study the location of Government offices and its surroundings and obtain all information that may be necessary for preparing the Proposal at its own interest and cost.

## **19. Legal Jurisdiction:**

All legal disputes are subject to the jurisdiction of civil court of Bhubaneswar only.

## **20. Governing Law and Penalty Clause:**

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and there after the Client holds the option for cancellation of the contract for pending activities and complete the same from any other agency. The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Govt. of India.

Penalty will be imposed on the agency in the year end if:-

- Failure to test targeted samples annually or periodically as per SOP shall invite a penalty of fees due to the Agency.
- Failure to test all the parameters as agreed upon shall invite a penalty as under-

### **PENALTY TO BE IMPOSED FOR NOT FULFILLING THE ASSIGNED TARGET OF ANALYSIS (10,000 Nos. /LABORATORY/YEAR)**

| <b>Compulsory<br/>no. of<br/>parameters<br/>to be<br/>tested</b> | <b>PENALTY BASED ON NUMBERS OF SAMPLES TESTED PER STL PER<br/>YEAR</b> |                             |                             |                             |                             |                             |                              |              |
|------------------------------------------------------------------|------------------------------------------------------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|------------------------------|--------------|
|                                                                  | <b>&lt;4000</b>                                                        | <b>4000<br/>to<br/>5000</b> | <b>5001<br/>to<br/>6000</b> | <b>6001<br/>to<br/>7000</b> | <b>7001<br/>to<br/>8000</b> | <b>8001<br/>to<br/>9000</b> | <b>9001<br/>to<br/>10000</b> | <b>10000</b> |
| <b>12</b>                                                        | <b>50%</b>                                                             | <b>40%</b>                  | <b>30%</b>                  | <b>25%</b>                  | <b>15%</b>                  | <b>10%</b>                  | <b>5%</b>                    | <b>0%</b>    |

- The penalty percentage will be adjusted proportionately to the respective range.
- However, if the Agency fails to achieve the targeted number of soil sample testing and is able to make up the shortfall in subsequent month then the balance payment pertaining to the penalty amount could be proportionately paid to the Agency's account after completion of the target on approval of the monitoring Committee.
- Failure to provide appropriately qualified personnel and replacements if any within the agreed upon time frame shall also invite penalty clauses in proportion to non achievement of targets.
- Causing deliberate damage to infrastructure or equipments shall also be liable for penalty as decided by a technical committee.

## **21. Confidentiality:**

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Agency of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Client's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Client, the Agency or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract. Any effort by the bidder to influence during the proposal evaluation stage may result in the rejection of the proposal.

## **22. Amendment of the RFP Document:**

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum/corrigendum through Department of Agriculture & Farmers Empowerment, Odisha website <https://agriodisha.nic.in>, [agrisnetodisha.ori.nic.in](https://agrisnetodisha.ori.nic.in) and [tendersodisha.gov.in](https://tendersodisha.gov.in)

Any such addendum/ corrigendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum/corrigendum into account in preparing their proposals, the Client may, at its discretion, extend the deadline for the submission of the proposal.

## **23. Client's right to accept any proposal and to reject any or all proposal/s**

The Client reserves the right to accept or reject any proposal, and to annul or amend the bidding / selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders. Misrepresentation/improper response/ by the bidder may lead to the disqualification of the bid. If such disqualification/rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/rejected, then the client reserves the right to consider the next best bidder, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the selection Process.

## **24. Copyright, Patents and Other Proprietary Rights:**

Agriculture & Farmers Empowerment Department, Government of Odisha shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, Copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Client's request, the Agency shall take all necessary steps to submit them to the Client in compliance with the requirements of the contract.

## **25. Replacement of Key Personnel:**

The Key professionals/ Technical personnel to be deployed under this contract must be dedicated in nature. No replacement of resources is allowed within the lock-in period of 1 Year from the date of

effectiveness of the contract. The Client will not normally consider substitutions during contract period unless both the parties agree that such substitutions unavoidable, and for reasons such as death or medical incapacity which is really beyond the control of bidder. The Client also reserves the right to request the Agency to replace the deployed key personnel/ Technical Personnel if they are not performing to a level of satisfaction of the Client. After written notification, the Agency will provide CV of appropriate candidates (1:3) within Fifteen (15) days for review and approval. The Agency must replace the Technical personnel within Fifteen (15) working days from the date of approval of replacement. If one or more key personnel become unavailable / leave the project for any reason mid-way under the contract, the Outsourcing Agency must notify the Client at least fourteen(14) days in advance, and obtain the approval prior to making any substitution. In notifying the Client, the Agency shall provide an explanation of circumstances necessitating the proposed replacement and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and must be submitted to the Client within 15 days of departure of original professional. In case of substitution of key personnel, the Client reserves the right to examine/ assess personnel proposed to be provided as replacement/ change.

Frequent change / Replacement of Experts from the Agency side will lead to imposition of penalty as decided by the Client. In case there is a gap in replacement of any personnel, exceeding 15 days, deduction from the contract value proportionate to the remuneration provided for that period by the agency.

## **26. Force Majeure:**

For purpose of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency. If a Force Majeure situation arises, the agency shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Client in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise Client in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Client reserve the right to cancel the contract without any obligation to compensate the agency in any manner for what so ever reason.

## **27. Arbitration:**

The Client and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not so resolved amicably within 30 days of receipt of notice of such as a dispute shall be resolved by a sole arbitrator nominated by the Principal Secretary to Govt., Department of Agriculture & Farmers Empowerment, Government of Odisha. The arbitration proceedings shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceeding

shall be held in Bhubaneswar only.

## **28. Disqualification of Proposal:**

The proposal of the bidder is liable to be disqualified in the following cases as listed below:

- 28.1. Proposal submitted without Bid Processing Fee & EMD as applicable
- 28.2. Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP
- 28.3. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
- 28.4. Proposal is received in incomplete form or Proposal is received after due date and time for submission of bid
- 28.5. Proposal is not accompanied by all the requisite documents/ information
- 28.6. A commercial bid submitted with assumptions or conditions
- 28.7. Bids with any conditional technical and financial offer
- 28.8. If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value
- 28.9. Proposal is not properly sealed or signed
- 28.10. Any deviation in the technical and financial proposal
- 28.11. Proposal is not conforming to the requirement of the scope of the work
- 28.12. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- 28.13. If any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
- 28.14. Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices
- 28.15. Failure to agree with terms and conditions of the RFP
- 28.16. The quoted professional fee not within the prescribed limit of the RFP.
- 28.17. Any other condition/ situation which holds the paramount interest of the client during the overall selection process.

## **29. Termination of contract**

The selected agency/consortia can be terminated if,

- 29.1. Become insolvent or
- 29.2. Become bankrupt or incapacitated for more than 30 days or
- 29.3. Himself or his office bearer involved in any criminal offence or
- 29.4. Breaches conditions of the agreement and misrepresents facts and data or
- 29.5. Performance of the agency does not cater to the requirement of the Programme or
- 29.6. Is blacklisted by any Govt. or any other Agency or
- 29.7. Fails to engage prescribed and qualified Technical Staff or
- 29.8. Any other terms & conditions as mentioned in the MoU.

### **30. Conditions for Blacklisting**

The Agency/selected Agency will be blacklisted for 3 years or less as would be decided by appropriate authority if found,

- 30.1.** Involvement in any sort of tender fixing or
- 30.2.** Persistent and intentional violation of important conditions of contract or
- 30.3.** Submission of false/fabricated/forged documents for consideration of tender.

## **SECTION: 3**

### **TERMS OF REFERENCE**

## **A) INTRODUCTION-**

The State has 61.80 lakh hectares of cultivated area with a cropping intensity of 157%. Intensive agriculture practiced in the modern days associated with nutrient mining and imbalanced use of chemical fertilizers coupled with an uncontrolled water regime has led to large scale deterioration of soil health. Around 70% of our soils are acidic in reaction with 13 lakh hectares having pH= <5.5 which affects plant nutrition. Besides, around 4.00 lakh hectares is exposed to saline inundation and 3.75 lakh hectares to submergence equally impacting the availability of plant nutrients due to fixation and/ or leaching losses. In order to enhance production and productivity of different crops in a sustainable manner these soils need to be managed scientifically.

Both, the Central and State Government have a mandate of improving agricultural production & productivity through judicious use of chemical fertilizers and adoption of sustainable soil health management practices. With this backdrop, soil/ fertilizer testing has an important role to play which has impact on maintaining/ improving soil health through application of balanced nutrient in form of major, secondary and micro nutrients and minimizing use of chemical fertilizers at one hand and practicing integrated nutrient management through application of organic manures and fertilizers on the other.

## **B) OBJECTIVE-**

The State has 48.66 lakh operational holdings as per Agriculture Census 2015-16. In the event of farmers practicing intensive cultivation it becomes imperative to test the soils of these holdings for enabling the farmers go for balance fertilizer use. Studies reveal that every three years the soil samples need to be tested for optimum results.

Soil happens to be the most important component for crop production. The objective of soil testing is to:

- (i) Provide information on available nutrient status, reaction (acidic/alkaline) and other characteristics of soil.
- (ii) Evaluate the fertility status of the soil for nutrient management programme.
- (iii) Study the nutrient dynamics due to cultivation over a period of years.
- (iv) Generate soil fertility maps which can be used for delineating areas of nutrient deficiencies/ sufficiency/ toxicity and delineating nutrient requirement for deficient areas.
- (v) Provide basis for sound fertilizer recommendation for crops and lime and gypsum requirement for acidic and salt affected soils respectively.
- (vi) Generate soil test based soil health cards for farmers.
- (vii) Provide basis for the development of efficient INM modalities.

## **C) ACTION PLAN FOR SOIL TESTING IN THE STATE-**

The Soil Health Card is a field-specific detailed report of soil fertility status and other important soil parameters that affect crop productivity. It also provides an advisory on soil test based use of fertilisers and soil ameliorants. It also contains:-

- a. Information regarding Soil Fertility.
- b. Dosage of fertilizer application in crops.
- c. Information on soil amendments for saline/acidic/alkaline soil.
- d. Recommendation on integrated nutrient management.

So, by operationalizing the static and mobile STLs at created capacity, it is expected to test 4.5 lakh samples per annum to cater to the soil testing needs of the state. This would enable providing all the

farm households with Soil Health Card on operational holding basis. The district-wise action plan of soil samples to be tested by Static STL is detailed below.

#### **D) RATIONALE FOR OUTSOURCING PERSONNEL AND IDENTIFIED SOIL TESTING LABORATORIES UNDER THE DEPARTMENT OF AGRICULTURE & FARMERS' EMPOWERMENT THROUGH AN OUTSOURCING AGENCY-**

Soil Health is increasingly raising concerns with different stake holders for sustainable crop production. Problems of soil acidity, salinity, degradation, erosion of top soil, deficiency of essential plant nutrients, nutrient mining on account of intensive cultivation,

In this backdrop it becomes imperative to go for soil testing statewide and recommend the farmer / entrepreneurs with appropriate soil health management advisories for sustainable crop production.

The State has 30 Static Soil Testing Laboratories and 30 Mobile Soil Testing Labs each having a capacity to Test 10000 & 5000 samples per annum respectively with a total capacity to test 4.5 lakh soil samples and soil health cards can be issued with recommendations to the farmers. Owing to requirement of soil samples testing at present, making all these Static and mobile STLs functional with their created capacity will meet the greater soil testing requirement in the state.

However, due to shortage of regular manpower and various other reasons the Soil Testing Set up as listed below are to be made operational by outsourcing personnel through a outsourcing Agency completely for soil testing for meeting the mandate of soil testing in accordance to the Action Plan.

#### **LIST OF STATIC SOIL TESTING LABORATORIES (STL) FOR OUTSOURCING OF SOIL TESTING SERVICES**

| <b>Sl. No.</b> | <b>Name of the Static STL</b> | <b>District</b> | <b>Address</b>                                                                                                                 | <b>Remarks</b> | <b>Annual Target for soil analysis</b> |
|----------------|-------------------------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------|----------------|----------------------------------------|
| 1              | STL, Angul                    | Angul           | Soil Testing Lab, Angul, Near Agriculture District Office, Angul- 759122, Odisha                                               | Functional     | 10,000                                 |
| 2              | STL, Bargarh                  | Bargarh         | Soil Testing Laboratory, Bargarh, Ekambra Chowk (Sarsara), Bargarh- 768028, Odisha                                             | Functional     | 10,000                                 |
| 3              | STL, Sonepur                  | Sonepur         | Soil Testing Laboratory, Subarnapur, Inside ADO Office Campus, Infront of Royal Field, Block Chowk, Sonepur, 767017, Odisha    | Functional     | 10,000                                 |
| 4              | STL, Keonjhar                 | Keonjhar        | Soil Testing Laboratory, Keonjhar, Madhapur, Keonjhar- 758001 Odisha                                                           | Functional     | 10,000                                 |
| 5              | STL, Rayagada                 | Rayagada        | Soil Testing Laboratory, Rayagada, Agriculture Colony, Near Girls High School road, Rayagada – 765001, Odisha                  | Functional     | 10,000                                 |
| 6              | STL ,Nuapada                  | Nuapada         | Soil Testing Laboratory, Nuapada, CDAO Office , Nuapada, In front of New Bus Stand, Nuapada, 766105, Odisha                    | Functional     | 10,000                                 |
| 7              | STL, Kendrapada               | Kendrapada      | Soil Testing Laboratory, Kendrapara, Town Balarampur, PO- Sri Baladevjew, Kendrapara- 754211, Odisha                           | Functional     | 10,000                                 |
| 8              | STL, Malkangiri               | Malkangiri      | Soil Testing Laboratory, Malkangiri, MV- 02, Lathiaguda, Chief District Agriculture Officer Campus, Malkangiri- 764045, Odisha | Functional     | 10,000                                 |

|    |                    |               |                                                                                                                                                             |            |        |
|----|--------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------|
| 9  | STL, Nabarangpur   | Nabarangpur   | Soil Testing Laboratory, Nabarangpur, Mirganiguda, O/o. Chief District Agriculture Officer, Nabarangpur- 764063, Odisha                                     | Functional | 10,000 |
| 10 | STL, Jagatsinghpur | Jagatsinghpur | Soil Testing Laboratory, Jagatsinghpur, At: Nimakana, Near office of the ADO, Tirtol, Post: Manijanga, Jagatsinghpur- 754160, Odisha                        | Functional | 10,000 |
| 11 | STL, Nayagarh      | Nayagarh      | Soil Testing Laboratory, Nayagarh, Old Hostel Lane, Chief district Agriculture Office, Campus Nayagarh- 752069 Odisha                                       | Functional | 10,000 |
| 12 | STL, Boudh         | Boudh         | Soil Testing Laboratory, Boudh, Near Collectorate, Boudh, Campus of Chief District Agriculture Office, Boudh -762014, Odisha                                | Functional | 10,000 |
| 13 | STL, Deogarh       | Deogarh       | Soil Testing Laboratory, Deogarh, DDA Deogarh Campus, Purunagarh, Deogarh- 768119, Odisha                                                                   | Functional | 10,000 |
| 14 | STL, Dhenkanal     | Dhenkanal     | Soil Testing Laboratory, Dhenkanal, Campus of Chief District Agriculture Office, Near Bus Stand, Dhenkanal, PO. Dhenkanal, Dhenkanal- 759001, Odisha        | Functional | 10,000 |
| 15 | STL, Jharsuguda    | Jharsuguda    | Soil Testing Laboratory, Jharsuguda, Behind Chief District Agriculture Office, Near SP Office , OMP Line, Jharsuguda – 768204, Odisha                       | Functional | 10,000 |
| 16 | STL, Puri          | Puri          | Soil Testing Laboratory, Puri, Soil Testing Laboratory, Agriculture Colony, Govt. Women's College Road, Po- Ghodabazar, PS- Sea Beach, Puri- 752002, Odisha | Functional | 10,000 |
| 17 | STL, Bhadrak       | Bhadrak       | Soil Testing Laboratory, Bhadrak, Haladidiha Bypass, Near Bira Mandap, Purunabazar, Bhadrak, 756181, Odisha                                                 | Functional | 10,000 |
| 18 | STL, Jajpur        | Jajpur        | Soil Testing Laboratory, Jajpur, At- Mansapola, Jajpur Town, Chief District Agriculture Officer, Jajpur Campus, Jajpur- 755001, Odisha                      | Functional | 10,000 |
| 19 | STL, Gajapati      | Gajapati      | Soil Testing Laboratory, Paralakhemundi, Gajapati, O/o Chief District Agriculture Officer, Near CDAO Office, Paralakhemundi, Gajapati- 761200, Odisha       | Functional | 10,000 |

At present, for FY 2025-26 as the new agency will be selected in the mid of year, so pro rata payment or per sample payment shall be made as per the target assigned to them while taking over the STLs. For FY 2026-27 & 2027-28, the target is 1.90 lakhs soil sample analysis annually and payment shall be made accordingly.

#### **E) SCOPE OF WORK FOR THE OUTSOURCING AGENCY**

The scope of work for the outsourcing Agency under the Department of Agriculture & Farmers' Empowerment, Odisha includes the followings.

- i) On the event of large number of vacancies remaining in the different cadres of laboratory personnel the target for testing the required number of soil samples is not possible. Thus it is envisaged to outsource personnel from different categories as have been published to make the 19 STLs fully functional. The detail of Labs to be outsourced is mentioned above.
- ii) **The Proposed Positions at outsourced Static Soil Testing Laboratories in districts & at**

**State level which will be provided by the Agency.**

| Sl. No. | Position                                        | Nos. required for each lab | Qualifications                                                     | Age limit      | Works to be done                                                                                                                                                                                                                                                                                                                                    |
|---------|-------------------------------------------------|----------------------------|--------------------------------------------------------------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | Soil Health Management Expert (State Level)     | 1 only @State Level        | M.Sc. (Ag) in Soil Science / Agril. Chemistry                      | Below 65 years | Will be required to monitor the progress of 19 STLs outsourced at State level and report to the Govt Officials. He/ She shall ensure the fulfillment of assignments outsourced to the Agency and comply with the issues thereof in coordination with the OIC, STLs and the State level officers along with preparation of regular reports/ returns. |
| 2       | Multi Skill Assistant ( State Level)            | 1 only @State Level        | Science graduate with knowledge in computer of minimum PGDCM       | 18-45 yrs      | To be involved in all the activity of the Soil testing related works, prepare reports/ returns and other official works as assigned. Prepare PPT/word/excel etc. as per requirement.                                                                                                                                                                |
| 3       | Attendant (State Level)                         | 2 only @State Level        | Secondary passed                                                   | 18-45 yrs      | To attend the Officers in the Soil Health Cell at State Level in day to day office activities.                                                                                                                                                                                                                                                      |
| 4       | Technical Assistant (District Level)            | 2                          | B.Sc.(Agril)/ B.Sc. (Horticulture)/ B.Sc. (Chemistry as a subject) | 18-45 yrs      | In charge of analysis work, responsible for Soil Sample analysis, Assess the analysis related requirements in all aspects, Preparation of Progress reports.                                                                                                                                                                                         |
| 5       | Lab Assistant (District Level)                  | 3                          | B.Sc.(Chemistry as a Subject)                                      | 18-45 yrs      | Laboratory Stock In charge, Receive Soil Samples, supervises soil sample processing, prepare chemical solutions, record soil tests results, despatch Soil Health Cards to block end.                                                                                                                                                                |
| 6       | Office Assistant (District Level)               | 1                          | Graduate with Computer Knowledge                                   | 18-45 yrs      | Documentation and maintenance of all Officials registers, Office contingencies, Incoming and outgoing letters, Official stock books, Uploading soil tests results in the Soil Health portal, Preparation of all progress reports                                                                                                                    |
| 7       | Lab Attendant (District Level)                  | 4                          | Higher Secondary passed with Science                               | 18-45 yrs      | Soil Sample processing and storing, Assist lab assistant in preparation of chemicals and solutions, Cleaning of glass wares, lab instruments and lab space                                                                                                                                                                                          |
| 8       | Watchman- cum- Sweeper (District Level)         | 1                          | Secondary passed                                                   | 18-45 yrs      | Watch and ward of lab and the Office building. Maintain and clean the laboratory                                                                                                                                                                                                                                                                    |
| 9       | Attendant- cum- Sample Handler (District Level) | 1                          | Secondary passed                                                   | 18-45 yrs      | Assists in movement of files and records keeping. Receive sample and storing for testing.                                                                                                                                                                                                                                                           |

**\*NB- Preference may be given to the manpower experienced in laboratory analysis activities.**

**The total man power Requirement is:**

| Sl. No | Man power to be Outsourced                                  | Nos. required at<br>(19 STLS and State level) |
|--------|-------------------------------------------------------------|-----------------------------------------------|
| 1      | **Soil Health Management Expert (at State Level)            | 1 (State Level)                               |
| 2      | ***Multi Skill Assistant                                    | 1 (State Level)                               |
| 3      | Attendant (Soil Health Cell)                                | 2 (State Level)                               |
| 4      | Technical Assistant @ 2 nos. in each STL                    | 38                                            |
| 5      | Lab Assistant @ 3 nos. in each STL                          | 57                                            |
| 6      | Office Assistant/Junior Executive Asst. @ 1 nos in each STL | 19                                            |
| 7      | Lab Attendant @ 4 nos. in each STL                          | 76                                            |
| 8      | Watchman-cum-Sweeper @ 1 nos. in each STL                   | 19                                            |
| 9      | Attendant-cum-Sample Handler @ 1 nos. in each STL           | 19                                            |
|        | <b>TOTAL REQUIREMENT</b>                                    | <b>232</b>                                    |

*\*\*The Soil Health Management Expert at State level should be at least a post graduate in Soil Science/ Agril. Chemistry.*

*\*\*\* Multi Skill Assistant should be a science graduate with knowledge in computer of minimum PGDCM*

- iii) The agency shall process the sample in designated STLs and conduct analysis of the soil samples in those STLs.
- iv) The agency shall check all the results under supervision of OIC STL, enter the same in ADAPT portal and obtain the recommendations. Then the SHC has to be downloaded from the portal and sent to printing.
- v) The agency shall print the Soil Health Card in Odia of minimum quality of 180 GSM for the farmers and distribute at Block Points to be distributed to farmers.
- vi) The duration of accepting a sample at STL, conducting the sample analysis, printing and distribution at block point shall be completed before 25 days.
- vii) The agency shall provide techno-managerial support to the Government in smooth implementation of the Soil Health programme and for efficient and effective functioning of soil testing facilities.
- viii) The agency shall provide strategic direction for effective utilization of facility for soil testing in the state.
- ix) The agency shall conduct AMC of all equipments in the outsourced STLs.
- x) In case of any high end equipments need replacement and the purchase through govt. process takes time, in that exigency the agency shall take care of analysis of such samples with their own arrangements.

- xi) The agency shall conduct periodic monitoring and evaluation of work, effectiveness and accountability.
- xii) The personnel outsourced by the agency will work under respective OIC of Static Soil Testing Laboratories under the Directorate of Agriculture & Food Production, Odisha, Department of Agriculture & Farmers' Empowerment, who shall monitor the activities / performance of the personnel at each STL level.
- xiii) Selection of pool of professionals/ personnel by the Outsourcing Agency for a district, shall be done by a Committee chaired by the Chief District Agriculture Officer of the concerned district.
- xiv) Selection of personnel by the Outsourcing Agency at State Level, shall be done by a Committee chaired by the Director of Agriculture & Food Production, Odisha.
- xv) The detail "Terms of Contract" and "SOP" for the proposed outsourcing of identified Static Soil Testing Labs is provided at **Annexure –V & VI** of the RFP Document.

#### **F) Reporting Requirements and Payment Term**

The Agency shall submit a Work Plan as required and accordingly submit Monthly and quarterly Progress Report within the prescribed time frame. The payment to the Agency will be made on a lumpsum basis quarterly on submission of the reports by the agency through the CDAO and subject to approval of the same by the Authority.

The payment shall be made based on the Penalty matrix and others as per penalty clause after finalization of the claims.

#### **G) Soil Health Cell**

The Soil Health Management Expert outsourced for Soil Health Cell at the State Level will monitor the activities and deliverables of the outsourced STLs for the proposed assignment from time to time which will be further reviewed on a quarterly basis under the Chairmanship of Nodal Officer, SHC. Monitoring in each phase of the assignment will be done by the Cell and comments/suggestions of the Cell should be complied by the Agency.

#### **H) Duration of Outsourcing**

Initially the outsourcing contract will be operational for a period of Two years and Three months subject to annual review. Based on requirement of the Government this may be extended further. Revision of any of the permissible dues as per the Agreement in favour of the Agency shall be upon the decision of the Technical Committee on extension of the Contract period.

## **SECTION: 4**

### **TECHNICAL PROPOSAL SUBMISSION FORMS**

## **TECHNICAL PROPOSAL**

**(PART-A)**

**TECH A-1 COVERING LETTER**  
**(ON BIDDERS LETTER HEAD)**

[Location, Date]

To

**The Director of Agriculture & Food Production,  
Department of Agriculture & Farmers' Empowerment Government of Odisha,  
Krushi Bhawan, Gopabandhu Marg, Bhubaneswar - 751001**

**Subject: Selection of Agency** for "Operationalization of identified Static Soil Testing Laboratories" under the Director of Agriculture & Food Production, Odisha, Bhubaneswar of the Department of Agriculture & Farmers Empowerment, Odisha on outsourcing basis **[TECHNICAL PROPOSAL: PART – A]**

Dear Sir,

I, the undersigned, offer to participate in the selection process for \_\_\_\_\_ In accordance with your Request for Proposal No.: \_\_\_\_\_, dated \_\_\_\_\_. I, hereby submitting our proposal, which includes Technical Proposal and Financial Proposal uploaded in the e-procurement portal and the physical copy of the Technical Proposal is submitted in a separate envelope

I, hereby declare that all the information and statements made in this Technical Proposal and Financial Proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to **180 Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I hereby unconditionally undertake to accept all the terms and conditions as stipulated in the RFP document. In case any provision of this RFP are found violated, then your Department shall without prejudice to any other right or remedy be at liberty to reject our proposal including forfeiture of the full said earnest money deposit absolutely.

I remain,

Yours faithfully,

**Authorized Signatory with Date and Seal:**

**Name and Designation:** \_\_\_\_\_

**Address of the Bidder:** \_\_\_\_\_

## **TECH A-2**

### **Bidder's Organization (General Details)**

| SI No. | Description                                                                                                                                           | Full Details |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| 1      | Name of the Bidder                                                                                                                                    |              |
| 2      | Address for communication:<br>Tel: Fax: Email id:                                                                                                     |              |
| 3      | Name of the authorized person signing & submitting the bid on behalf of the Bidder:<br>Designation: Mobile No.: Email id:                             |              |
| 4      | Registration/ Incorporation Details<br>Registration No:<br>Date & Year. :                                                                             |              |
| 5      | Main/Branch office in Odisha<br>If Yes, Please furnish contact details with Pin code                                                                  | Yes/ No      |
| 6      | Bid Processing Fee Details<br>Amount: BC/DD No.: Date:<br>Name of the Bank/ Branch:                                                                   |              |
| 7      | EMD Details Amount: Insurance Surety Bond/<br>account payee demand draft/ fixed deposit<br>receipt/ bank guarantee No.:<br>Date:<br>Name of the Bank: |              |
| 8      | PAN Number                                                                                                                                            |              |
| 9      | Goods and Services Tax Identification Number (GSTIN)                                                                                                  |              |
| 10     | Willing to carry out the assignment as per the stipulated scope of work of the RFP                                                                    | YES          |
| 11     | Willing to accept all the terms and conditions as specified in the RFP                                                                                | YES          |

Authorized Signatory [*In full and initials*]: \_\_\_\_\_

Name and Designation with Date and Seal: \_\_\_\_\_

**TECH A-3**  
**Bidder Organization (Financial Details)**

| Financial Information in INR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | FY 2022-23 | FY 2023-24 |
| Turnover from Service Providing Business only (in Cr.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |            |            |
| <p><b><i>Supporting Documents:</i></b></p> <p>Audited certified financial statements for the last two FYs (<b>2022-23 &amp; 2023-24</b>) (Submission of copies of Income &amp; Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form)</p> <p><b><i>Filled-in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected.</i></b></p> |            |            |

---

***Signature and Seal of the Company Auditor with Date in original***

**Authorized Signatory [In full initials with Date and Seal]:**\_\_\_\_\_

**Communication Address of the Bidder:**\_\_\_\_\_

**[NB: No Scanned Signature will be entertained]**

## **TECH A-4**

### **FORMAT FOR POWER OF ATTORNEY**

**(To be provided in original on Bidder Letter Head as part of the Technical Proposal on Stamp Paper of value required under law duly signed by the competent authority of the bidder)**

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

#### **POWER OF ATTORNEY**

##### **To Whom It May Concern**

Know all men by these presents, we \_\_\_\_\_ (name and registered office address

Of the Applicant) do hereby constitute, appoint and authorize Mr. (Name \_\_\_\_\_ of \_\_\_\_\_ the Person(s)), domiciled at \_\_\_\_\_ (Address), acting as \_\_\_\_\_ (Name and Designation), as Authorised Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of contract under [ Name of the Assignment ] involving the deliverables as per agreement with, \_\_\_, vide Request of Proposal (RFP) Document dated, issued by Director of Agriculture & Food Production, Odisha under Agriculture & Farmers' Empowerment Department, Government of Odisha including signing and submission of all documents and providing information and responses to clarifications/ enquiries etc. as may be required by the tender inviting authority or any representing us in all matters before the tender inviting authority and generally dealing in all matters in connection with our Proposal for the said assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

**For:** \_\_\_\_\_

\_\_\_\_\_  
**(Signature of the Authorized Representative with Date) ACCEPT:**

**Signature, Name & Designation of person executing attorney:**

**NB:**

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Also, wherever required, the executants (s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants (s).*

## TECH A-5

### (BIDDER'S PAST EXPERIENCE DETAILS)

Table-1 (Lists of completed/ ongoing Assignments during last 5 years or more)

| Sl. No. | Name of the Project or Assignment | Name of the Client | Duration of the Assignment along with detail of years including Date of Commencement & Completion | Contract Value of the Assignment (in INR) | No of Soil Sample analysis completed & SHC printed and distributed to farmers (if any) | Completion Certificate/Work Orders/Agreement and relevant documents to be attached |
|---------|-----------------------------------|--------------------|---------------------------------------------------------------------------------------------------|-------------------------------------------|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| A       | B                                 | C                  | D                                                                                                 | E                                         | F                                                                                      | G                                                                                  |
| 1       |                                   |                    |                                                                                                   |                                           |                                                                                        |                                                                                    |
| 2       |                                   |                    |                                                                                                   |                                           |                                                                                        |                                                                                    |
| 3       |                                   |                    |                                                                                                   |                                           |                                                                                        |                                                                                    |

**Note:**

*Bidders are requested to furnish the list of the assignments undertaken/ completed in collaboration with Central/State Govt /EAPs as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document / Completion Certificate from the previous Clients need to be furnished along with the above information.*

Authorized Signatory [*In full initials with Date and Seal*]:\_\_\_\_\_

Communication Address of the Bidder:\_\_\_\_\_

## **TECH A-6**

### **AFFIRMATIVE STATEMENT AS TO THE EXISTENCE OF ANY POTENTIAL CONFLICT OF INTEREST ON THE PART OF THE BIDDER DUE TO PRIOR, CURRENT, OR PROPOSED AGREEMENTS, ENGAGEMENTS, OR AFFILIATIONS WITH THE CLIENT. DECLARATION THEREOF**

**Are there any activities carried out by your Agency which are of the nature as mentioned in  
Section 2: (Information to the Bidder] under Eligibility Criteria: Para (6)) If No, please certify.**

#### **IN BIDDER'S LETTER HEAD**

I, hereby declare that our agency is not having any conflict of interest due to prior, current or proposed agreements, engagements or affiliations with the Director of Agriculture & Food Production, Odisha which can be termed as of nature as mentioned in **Section 2: [Information to the Bidder] under Eligibility Criteria: Para (7).**

I, also acknowledge that in case of misrepresentation of the information, our proposal/contract shall be rejected / terminated by the Client which shall be binding on us.

**Authorized Signatory [In full initials with Date and Seal]:**\_\_\_\_\_

**Communication Address of the Bidder:**\_\_\_\_\_

## **TECHNICAL PROPOSAL**

**(PART-B)**

**TECH B -1 COVERING LETTER**  
**(On Bidder's Letter Head)**

*Location, Date*

To

**The Director of Agriculture & Food Production,  
Agriculture & Farmers' Empowerment Department Government of Odisha,  
Krushi Bhawan, Gopabandhu Marg, Bhubaneswar - 751001**

**Subject: Selection of Agency** for "Operationalization of identified Static Soil Testing Laboratories" under the Director of Agriculture & Food Production, Odisha, Bhubaneswar of the Department of Agriculture & Farmers Empowerment, Odisha on outsourcing basis **[TECHNICAL PROPOSAL: PART - B]**

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal. I hereby submitting the technical proposal through e-procurement portal and the physical copy of the same is submitted in a separate envelope.

Our proposal will be valid for acceptance up to **180 Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this Technical Proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. In case, any provisions of this RFP/ ToR are found deviated, then your department shall without prejudice to any other right or remedy be at liberty to reject our proposal including forfeiture of the Earnest Money Deposit absolutely. I confirm that I have the authority to submit the proposal and to clarify any details on its behalf. I understand that you are not bound to accept any proposal you receive.

I remain,

Yours faithfully,

**Authorized Signatory with Date and Seal:**

**Name and Designation:** \_\_\_\_\_

**Address of Bidder:** \_\_\_\_\_

**TECH B-2**

**BIDDER ORGANISATION**

**(Brief Profile)**

*[Provide here a brief description regarding professional background of the organisation]*

**Authorized Signatory *[In full and initials]*:**

---

**Name and Designation with Date and Seal:**

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**[NB: Bidder needs to restrict the above information within 3-5 pages only]**

## **TECH B-3(I)**

### **Bidder's Past Experience Table -1** **(BIDDER'S PAST EXPERIENCE DETAILS)**

**Table-1 (Lists of completed/ ongoing Assignments during last 5 years or more)**

| Sl. No. | Name of the Project or Assignment | Name of the Client | Duration of the Assignment along with detail of years including Date of Commencement & Completion | Contract Value of the Assignment (in INR) | No of Soil Sample analysis completed & SHC printed and distributed to farmers (if any) | Completion Certificate/Work Orders/Agreement and relevant documents to be attached |
|---------|-----------------------------------|--------------------|---------------------------------------------------------------------------------------------------|-------------------------------------------|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| A       | B                                 | C                  | D                                                                                                 | E                                         | F                                                                                      | G                                                                                  |
| 1       |                                   |                    |                                                                                                   |                                           |                                                                                        |                                                                                    |
| 2       |                                   |                    |                                                                                                   |                                           |                                                                                        |                                                                                    |
| 3       |                                   |                    |                                                                                                   |                                           |                                                                                        |                                                                                    |

**Note:**

***Bidders are requested to furnish the list of the assignments undertaken/ completed in collaboration with Central/State Govt /EAPs as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document / Completion Certificate from the previous Clients need to be furnished along with the above information.***

---

**Authorized Signatory [In full and initials]:**

Name and Designation with Date and Seal:\_\_\_\_\_

**TECH B-3 (II)**

**Bidder Experience**

*[Using the format below, provide information on each assignment for which your organization was legally contracted as **single entity** for carrying out consulting services similar to the ones requested under this assignment during last **five years or more**]*

|                                                                              |                                                                       |
|------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| Assignment name:                                                             | Value of the contract (in INR):                                       |
| Location:                                                                    | Duration of assignment (months):                                      |
| Name of Client:                                                              | Total No. of staff-                                                   |
| Address:                                                                     |                                                                       |
| Start date (month/year):                                                     | No. of professional / technical staff-<br>No. of non technical staff- |
| Completion date(month/year):                                                 |                                                                       |
| Narrative description of Project: (within 500 words)                         |                                                                       |
| Description of actual services provided by your staff within the assignment: |                                                                       |

Authorized Signatory *[In full and initials]*: \_\_\_\_\_

Name and Designation with Date and Seal: \_\_\_\_\_

***[NB: Bidders are requested to provide the details about the lists of assignments as provided in Table -1 of TECH B - 3 (I) respectively]***

## **TECH B-4**

### **Comments and Suggestions of the Agency on the Terms of Reference/ Scope of Work and Counterpart Staff and Facilities to be provided by the Client**

#### **A: On the Terms of Reference/Scope of Work:**

*[Present and justify here any modifications to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your technical proposal.]*

#### **B: On Input and Facilities to be provided by the Client:**

*[Comment here on inputs and facilities to be provided by the Client according to Information to the Agency and Scope of Work]*

**Authorized Signatory [In full and initials]:**\_\_\_\_\_

**Name and Designation with Date and Seal:**\_\_\_\_\_

## **TECH B-5**

### **DESCRIPTION OF APPROACH, METHODOLOGY STATEMENT**

*[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, he should highlight the problems being addressed and their importance, and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections]*

#### **A. Understanding of Scope, Objectives and Completeness of response**

Please explain your understanding of the scope and objectives of the assignment based on the Terms of Reference (ToR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. ***Please do not repeat/copy the ToR here.***

#### **B. Description of Approach and Methodology:**

#### **C. Project Management Plan for the Client:**

#### **D. Staff Deployment Strategy:**

The bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Professionals responsible for it.

**Authorized Signatory [In full and initials]:**\_\_\_\_\_

**Name and Designation with Date and Seal:**\_\_\_\_\_

**NB: Bidders are requested to furnish the above information limiting it upto 5-7 pages only with Arial Font Size-10.**

## **TECH B -6**

### **FORMAT OF CURRICULUM VITAE (CV) FOR MANPOWER AVAILABLE or ENGAGED IN EXISTING PROJECTS/ TO BE ENGAGED WITH THE BIDDER (CV OF TECHNICAL ASSISTANTS AND SOIL HEALTH MANAGEMENT EXPERT TO BE PROVIDED)**

**1. Proposed Position:**

*[For each position of key professional separate form Tech B-6 will be prepared]*

**2. Name of Firm:**

**3. Name of Staff:**

**4. Date of Birth:**

**5. Years with Firm:**

**6. Nationality:**

**7. Education:**

*[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]*

**8. Membership in Professional Associations:**

**9. Other Trainings:**

**10. Countries of Work Experience:**

**11. Languages:**

*[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]*

**12. Employment Record:**

*[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held. For experience in **last ten years**, also give types of activities performed and Client references, where appropriate as per the prescribed format given below]*

| <b><i>From[Year]</i></b>     | <b><i>To [Year]</i></b> |
|------------------------------|-------------------------|
| <b><i>Employer Name:</i></b> |                         |
| <b><i>Position Held:</i></b> |                         |

|                                                                                                              |  |
|--------------------------------------------------------------------------------------------------------------|--|
| <b>Details of the Task Assigned</b><br><br><i>[List all tasks to be performed under this Assignment/job]</i> |  |
|--------------------------------------------------------------------------------------------------------------|--|

**13. Work Undertaken that Best Illustrates Capability to Handle the Specific Tasks Assigned**

*[Among the Assignment / jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]*

|                             |  |
|-----------------------------|--|
| <b>Name of the Project</b>  |  |
| <b>Year</b>                 |  |
| <b>Location</b>             |  |
| <b>Name of the Client</b>   |  |
| <b>Project Feature</b>      |  |
| <b>Position Held</b>        |  |
| <b>Activities Performed</b> |  |

**Certification:**

*I, the undersigned, certify that to the best of my knowledge and belief that this CV correctly describes my qualifications and past experiences. I will undertake this assignment for the full project duration in terms of roles and responsibilities assigned in the technical proposal or any agreed extension of activities thereof. I understand that any misstatement herein leads to disqualification of CV.*

**Date:**

**Signature of Key Professional with Date**\_\_\_\_\_

**Authorized Signatory [In full and initials]:**\_\_\_\_\_

**Name and Designation with Date and Seal:**\_\_\_\_\_

**NB:CV write-up should be restricted to 3 pages only with quality information relevant to key professional requirements.**

**The CVs and details are for scrutiny of the bidders for the Technical Proposal and final manpower to be engaged shall be done as per the TOR of the RFP.**

**TECH B-7****Team Composition and Task Assignment Proposed personnel to be engaged &Task Assigned**

| <b>Sl. No</b> | <b>Category of personnel</b>                 | <b>Nos.</b> | <b>Task Assigned</b>                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------|----------------------------------------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1</b>      | SOIL HEALTH MANAGEMENT EXPERT (State Level)  | <b>1</b>    | He/She will monitor the progress of 19 STLs outsourced at State level and report to the DDA (Fertilizer)/ JDA (QC & Enf). He will also ensure the fulfillment of assignments outsourced to the Agency and comply with the issues thereof in coordination with the OIC, STLs and the State level officers along with preparation of regular reports/ returns. He/She will also visit the laboratories at district level with the cost of the company. |
| <b>2</b>      | MULTI SKILL ASSISTANT                        | <b>1</b>    | To be involved in all the activity of the Soil testing related works, prepare reports/ returns and other official works as assigned at State Level.                                                                                                                                                                                                                                                                                                  |
| <b>3</b>      | TECHNICAL ASSISTANT                          | 38          | In charge of analysis work, responsible for Soil Sample analysis, Assess the analysis related requirements in all aspects, Preparation of Progress reports.                                                                                                                                                                                                                                                                                          |
| <b>4</b>      | LAB ASSISTANT                                | 57          | Laboratory Stock In charge, Receive Soil Samples, supervises soil sample processing, prepare chemical solutions, record soil tests results, despatch Soil Health Cards to field.                                                                                                                                                                                                                                                                     |
| <b>5</b>      | OFFICE ASSISTANT/ JUNIOR EXECUTIVE ASSISTANT | 19          | Documentation and maintenance of all Officials registers, Office contingencies, Incoming and outgoing letters, Official stock books, Uploading soil tests results in the Soil Health portal, Preparation of all progress reports.                                                                                                                                                                                                                    |
| <b>6</b>      | LAB ATTENDANT                                | 76          | Soil Sample processing and storing, Assist lab assistant in preparation of chemicals and solutions, Cleaning of glass wares, lab instruments and lab space                                                                                                                                                                                                                                                                                           |
| 7             | WATCHMEN cum SWEEPER                         | 19          | Watch and ward of lab and the Office building. Maintain and clean the laboratory                                                                                                                                                                                                                                                                                                                                                                     |
| 8             | ATTENDANT-CUM-SAMPLE HANDLER                 | 19          | Assists in movement of files and office record keeping. He will also Process and store the received samples.                                                                                                                                                                                                                                                                                                                                         |
| 9             | ATTENDANT                                    | 2           | To attend the Officers in the Soil Health Cell at State Level in day to day office activities.                                                                                                                                                                                                                                                                                                                                                       |

**Authorized Signatory [In full and initials]:**\_\_\_\_\_

**Name and Designation with Date and Seal:**\_\_\_\_\_

**Proposed Pool of Technical personnel from the Bidder:**

Apart from the above positions, the Agency is expected to have a pool of technical personnel available on need basis that the Core team has access to. This pool is expected to add to the Bidders' strength in replacing the non-performers and vacancies arising from any cause thereof. Bidders are expected to provide a summary (as per table given below) and CVs of the proposed resources for this shared support.

| Sl . No.                                                          | Position                                           | Name of the Expert | Summary of Qualification | Summary of Experience |
|-------------------------------------------------------------------|----------------------------------------------------|--------------------|--------------------------|-----------------------|
| <b>Theme1: Reserve pool of personnel on board for outsourcing</b> |                                                    |                    |                          |                       |
| 1.                                                                | SOIL HEALTH MANAGEMENT EXPERT<br>(State Level)     |                    |                          |                       |
| 2                                                                 | MULTISKILL ASSISTANT<br>(State Level)              |                    |                          |                       |
| 3                                                                 | TECHNICAL ASSISTANT                                |                    |                          |                       |
| 4                                                                 | LAB ASSISTANT                                      |                    |                          |                       |
| 5                                                                 | OFFICE ASSISTANT/<br>JUNIOR EXECUTIVE<br>ASSISTANT |                    |                          |                       |
| 6                                                                 | LAB ATTENDANT                                      |                    |                          |                       |
| 7                                                                 | WATCHMAN CUM<br>SWEEPER                            |                    |                          |                       |
| 8                                                                 | ATTENDANT- CUM<br>SAMPLE HANDLER                   |                    |                          |                       |
| 9                                                                 | ATTENDANT                                          |                    |                          |                       |

**Authorized Signatory [In full and initials]:**\_\_\_\_\_

**Name and Designation with Date and Seal:**\_\_\_\_\_

## **SECTION: 5**

### **FINANCIAL PROPOSAL SUBMISSION FORMS**

## **FIN-1 COVERING LETTER**

**(In Bidder's Letter Head)**

*[Location, Date]*

**To**

**The Director of Agriculture & Food Production,  
Department of Agriculture & Farmers' Empowerment Government of Odisha,  
Krushi Bhawan, Gopabandhu Marg, Bhubaneswar – 751001**

**Subject: Selection of Agency** for “Operationalization of identified Static Soil Testing Laboratories” under the Director of Agriculture & Food Production, Odisha, Bhubaneswar of the Department of Agriculture & Farmers Empowerment, Odisha on outsourcing basis **[FINANCIAL PROPOSAL]**

Sir,

I, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposal No. \_\_\_\_\_, Dated: \_\_\_\_\_. Our attached Financial Proposal is for the sum of ***[Insert amount(s) in words and figures\*]***. This amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the RFP document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of **180 days**. I have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the service accordingly.

I understand that you are not bound to accept any proposal you receive. I remain,  
Yours faithfully,

**Authorized Signatory *[In full and initials]:***

**Name and Designation of Signatory with Date and Seal:**

**Address of the Bidder:**

—

*\*Amount must match with the one indicated in Fin-2(Table-1).*

## **FIN-2**

### **SUMMARY OF FINANCIAL PROPOSAL**

**[TABLE-1]**

| <b>Sl. No.</b>                                      | <b>Fee Particulars</b>                                                          | <b>Amount in INR</b> |
|-----------------------------------------------------|---------------------------------------------------------------------------------|----------------------|
| <b>1.</b>                                           | <b>Per Sample Cost excluding GST to be quoted by Agency</b>                     |                      |
| <b>2.</b>                                           | <b>Total cost for analysis of 1.90 lakh soil samples annually excluding GST</b> |                      |
| <b>Total amount quoted in Words (excluding GST)</b> |                                                                                 |                      |

**\*\* This table is meant for selection only. However, the contract will be made as per balance target of soil analysis for FY 2025-26, 1.90 lakh soil analysis for FY 2026-27 and 1.90 lakh soil analysis for FY 2027-28.**

**\*\* The agency shall claim GST as admissible**

**NB:**

**1. Per sample price quoted shall include:-**

- Positioning of personnel in 19 STLs for all the soil testing activities viz. lifting of collected soil samples from Block level to labs; analysis of soil samples; Generation of Soil Health Card in designated portal; printing of Soil health card and its supply to block points.
  - Positioning of personnel at State Level as per TOR.
  - Purchase of all chemicals & consumables including glass wares/ plastic wares etc. required for soil analysis.
  - Minor repair, maintenance and AMC of all types of instruments in the STLs.
  - Printing of Soil Health Cards (180 GSM paper) as per specification given.
- Total cost as in point 2 above will be taken for the evaluation purpose.
  - The personnel for State Level will be provided with sitting arrangements by DA &FP (O). The expenditure towards tours and travels and other logistics shall be provided by the agency. The laptops for them shall be provided by agency.
  - The statutory due of the outsourced staff is the responsibility of the Agency. The existing rules of TDS to be followed by the Client.
  - The remuneration of all types of manpower should comply with the labour law and other related laws or acts as existing in Government of Odisha from time to time
  - At present, for FY 2025-26 as the new agency will be selected in the mid of year, so pro rata payment or per sample payment shall be made as per the target assigned to them while taking over the STLs. For FY 2026-27 & 2027-28, the target for analysis will be 1.90 lakh soil samples annually and accordingly payment shall be made.

**Authorized Signatory [In full and initials]:** \_\_\_\_\_

**Name and Designation with Date & Seal:** \_\_\_\_\_

**TABLE-2**

**DETAIL BREAK-UP OF FEE OF PERSONNEL AT STATE AND DISTRICT LEVEL**

| Sl. No. | Position | Requirement | Monthly remuneration in INR | Total in INR per Year |
|---------|----------|-------------|-----------------------------|-----------------------|
| 1       |          |             |                             |                       |
| 2       |          |             |                             |                       |
| 3       |          |             |                             |                       |
| 4       |          |             |                             |                       |
| 5       |          |             |                             |                       |
| 6       |          |             |                             |                       |
| 7       |          |             |                             |                       |
| 8       |          |             |                             |                       |
| 9       |          |             |                             |                       |

***NB:***

***The bidder should quote the professional fee for all category of man power in compliance with the labour law and other related laws or acts as existing in Government of Odisha from time to time as existing in Government of Odisha from time to time.***

***Tech B7 of technical proposal may be referred to, while filling the above table.***

**Authorized Signatory [In full and initials]:**\_\_\_\_\_

**Name and Designation with Date & Seal:**\_\_\_\_\_

## **SECTION- 6**

### **ANNEXURES (I to VI)**

**BID SUBMISSION CHECK LIST**

| Sl. no                     | Description                                                                                                                                                                                                                                                | Submitted (Yes/No) | Page No. |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------|
| <b>TECHNICAL PROPOSAL</b>  |                                                                                                                                                                                                                                                            |                    |          |
| <b>(PART –A)(ORIGINAL)</b> |                                                                                                                                                                                                                                                            |                    |          |
| 1                          | Filled in Bid Submission Check List <b>(ANNEXURE-I)</b>                                                                                                                                                                                                    |                    |          |
| 2                          | Covering Letter <b>(TECH A-1)</b>                                                                                                                                                                                                                          |                    |          |
| 3                          | Bid Processing Fee of <b>Rs.10,000/-</b> in form of DD/BC                                                                                                                                                                                                  |                    |          |
| 4                          | EMD of <b>Rs.36,50,000/-</b> in form of Insurance Surety Bond, account payee demand draft, fixed deposit receipt, bank guarantee                                                                                                                           |                    |          |
| 5                          | Copy of Certificate of Incorporation/Registration of the Bidder                                                                                                                                                                                            |                    |          |
| 6                          | Copy of PAN                                                                                                                                                                                                                                                |                    |          |
| 7                          | Copy of Goods and Services Tax Identification Number (GSTIN)                                                                                                                                                                                               |                    |          |
| 8                          | Copies of IT Returns for the last 3 AYs (2022-23, 2023-24, 2024-25)                                                                                                                                                                                        |                    |          |
| 9                          | General Details of the Bidder <b>(TECH A- 2)</b>                                                                                                                                                                                                           |                    |          |
| 10                         | Financial details of the bidder <b>(TECH A- 3)</b> along with all the supportive documents such as copies of Income-Expenditure Statement and Balance Sheet for the concerned period                                                                       |                    |          |
| 11                         | Power of Attorney <b>(TECH A- 4)</b> in favour of the person signing the bid on behalf of the bidder.                                                                                                                                                      |                    |          |
| 12                         | List of completed assignments of similar nature (Past Experience Details) <b>(TECH A – 5 and TECH B3(I))</b> along with the copies of work orders / contract paper for The respective assignments                                                          |                    |          |
| 13                         | Self Declaration pertaining to an affirmative statement as to the existence of any potential conflict of interest on the part Of the bidder due to prior, current or proposed agreements, engagements, or affiliations with the Client <b>(TECH A – 6)</b> |                    |          |
| 14                         | Undertaking for not have been black-listed by any Central/ State Govt. /any Autonomous bodies During its business career.                                                                                                                                  |                    |          |
| <b>(PART-B)</b>            |                                                                                                                                                                                                                                                            |                    |          |
| 1                          | Covering Letter <b>(TECH B-I)</b>                                                                                                                                                                                                                          |                    |          |
| 2                          | Bidder Organisation <b>(TECH B-2)</b>                                                                                                                                                                                                                      |                    |          |
| 3                          | Bidder Experience <b>(TECH B-3)</b>                                                                                                                                                                                                                        |                    |          |
| 4                          | Comments and Suggestions <b>(TECH B-4)</b>                                                                                                                                                                                                                 |                    |          |

|                          |                                                                       |  |  |
|--------------------------|-----------------------------------------------------------------------|--|--|
| 5                        | Description of Approach, Methodology & Work Plan( <b>TECH B – 5</b> ) |  |  |
| 6                        | CV of Key Professionals( <b>TECH B –6</b> )                           |  |  |
| 7                        | Team Composition and Task Assignment( <b>TECH B–7</b> )               |  |  |
| <b>FINANCIALPROPOSAL</b> |                                                                       |  |  |
| 1                        | Covering Letter ( <b>FIN-1</b> )                                      |  |  |
| 2                        | Summary of Financial Proposal ( <b>FIN-2</b> )                        |  |  |

**Undertaking:**

- 1) *All the information has been submitted as per the prescribed format and procedure.*
- 2) *Each part of technical bid has been separately bound with no loose sheets and each page of all the two parts are page numbered, along with Index Page.*
- 3) *All pages of the proposal have been sealed and signed by the authorized representative of the bidder.*

**Authorized Signatory [In full and initials]:**\_\_\_\_\_

**Name and Designation with Date and Seal:**\_\_\_\_\_

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD**  
**(On Bidders Letter head)**

Bid Security Declaration Form

Date:\_\_\_\_\_Tender No. \_\_\_\_\_

Whereas ..... (hereinafter called the "tenderer") has submitted their offer dated.....for the supply of ..... (hereinafter called the "tender") against the purchaser's tender enquiry No.....

KNOW ALL MEN by these presents that WE.....of..... having our registered office at ..... are bound unto .....(hereinafter called the "Purchaser") in the sum of ..... for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the  
Common Seal of the said Bank this..... day of..... 20.....

**THE CONDITIONS OF THIS OBLIGATION ARE-**

(1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

(2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

- a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
- b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

Our..... branch at.....\* (Name & Address of the.....\* branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our .....\*branch a written claim or demand and received by us at our .....\* branch on or before Dt..... otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

*\*Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods or at the concerned district headquarters or the State head quarters.*

**FORMAT FOR SUBMISSION OF PRE-BID QUERY**

- The bidders will have to ensure that their queries in soft copy for the pre-bid meeting should reach to Director of Agriculture & Food Production, Odisha Department through email at [soilhealthcell@gmail.com](mailto:soilhealthcell@gmail.com) latest by **10.07.2025 up to 5:00 PM** as per the prescribed format only as mentioned below.

| S. No. | RFP Document [Section &Page Number] | Content of RFP requiring Clarification(s) | Clarification Requested |
|--------|-------------------------------------|-------------------------------------------|-------------------------|
| 1.     |                                     |                                           |                         |
| 2.     |                                     |                                           |                         |
| 3.     |                                     |                                           |                         |
| 4.     |                                     |                                           |                         |
| 5.     |                                     |                                           |                         |
| 6.     |                                     |                                           |                         |

- Any other form of submission will not be entertained.
- The Client shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time as per the Instruction sheet of the RFP shall not be entertained by the Client.
- The purpose of query clarification is to provide the bidders with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project.
- The Client will endeavor to provide timely response to the queries by uploading in website. No individual response to be given. However, the client makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been proposed by the bidders.

**Authorized Signatory [In full and initials]:**\_\_\_\_\_

**Name and Designation with Date and Seal:**\_\_\_\_\_

**BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To,

**The Establishment Officer-IV**

**Directorate of Agriculture & Food Production, Odisha,**

**Krusha Bhawan, Gopabandhu Marg, Bhubaneswar 751001**

WHEREAS ..... (Name and address of the Agency) (hereinafter called "the Agency") has undertaken, in pursuance of RFP no..... dated ..... to undertake the service ..... (description of services)(herein after called "the contract").

AND WHEREAS it has been stipulated by ..... (Name of the Client) in the said contract that the Agency shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHERE AS we have agreed to give the agency such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the agency, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the agency to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance security shall be valid until the.....day of....., 20...

Our..... branch at Bhubaneswar (Name & Address of the .....branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our Bhubaneswar..... branch a written claim or demand and received by us at our..... Bhubaneswar branch on or before Dt ..... otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

**(Signature of the authorized officer of the Bank)**

.....

**Name and designation of the officer**

.....

**Seal, name & address of the Bank & Branch**

**Standard Operating Procedure**

Entire process starting from soil sample collection to generation & distribution of soil health card in the State will be made through online mode in Agri extension App and ADAPT DSS portal. The standard operating procedures on Soil Sample Collection, Testing, Generation and Distribution of Soil Health Card is as follows.

**A. Soil Sample Collection, Registration and Sending to Labs**

- a. The Soil Chemist should prepare the laboratory wise and block wise soil collection plan of the month and communicate it to the Blocks. As per this plan, the BAO will allot the soil samples to that lab in ADAPT DSS portal.
- b. The samples allotted by the BAOs through ADAPT DSS portal shall be physically collected by the concern lab from the block points for testing in the respective STL. During lifting of sample from Block points, It must be ensured that the sample ID of the physical sample must be same with that allotted by the BAO through ADAPT DSS portal. No physical sample shall be accepted by the Labs without a valid sample ID.
- c. Generation of Soil Health Card for targeted number of samples shall be completed latest by 15th February of each financial year and distribution of SHC shall be completed latest by 28th February.

**B. Acceptance of Soil Sample by the Labs**

- a. Basing on the physical soil sample received, the lab will check the details of the sample against each sample ID and if found correct, then it will be accepted by the lab through ADAPT DSS portal. In case of any issues, it should be reverted to the concerned BAO.
- b. After accepting sample in the ADAPT DSS portal, the concerned STL shall take immediate action for completing the analysis and generation of SHC.
- c. The laboratory should not accept samples more than the allotted target without prior permission from the DA & FP (O).

**C. Analysis of Soil Samples**

- a. The samples must be analyzed by following all the standard procedures as prescribed in the Soil Testing manual (GoI manual for soil testing provided) for all 12 parameters like pH, EC, OC, Available-Nitrogen, Available-Phosphorous, Available-Potassium, Available- Sulphur, Zn, B, Fe, Mn, & Cu.
- b. A Soil Testing Manual (Govt. of India), already communicated previously, shall be strictly adhered by all the laboratories for following similar standard procedures of testing soil samples.
- c. Standard solutions for Soil Testing would be prepared by the Technical Assistant under the supervision and guidance of the Soil Chemist.
- d. Similarly The Technical Assistant would also calibrate the instruments and initialize it under the active guidance of the Soil Chemist.
- e. Procurement of chemicals and other materials like filter papers etc. of prescribed standard would be checked and ensured by the concerned Soil Chemist before use.
- f. The day to day sample wise analysis report shall be recorded in Register.

- g. In STLs, the Soil Chemist would also time to time cross check the accuracy of the testing by retesting few random samples by him / herself and the findings or observation should be recorded on a register and incase of variations, appropriate corrective measures should be taken

#### **E. Generation, Printing and supply of Soil Health Cards**

1. Once the analysis of a sample is completed, the results so obtained shall be uploaded in the ADAPT DSS portal on real-time basis. The analysis results shall be thoroughly checked by the Soil Chemists before its uploading in the portal.
2. After uploading the test results, recommendations to the farmer will also appear which needs to be thoroughly checked by the Soil Chemist.
3. After that Soil Health Card should be generated in the ADAPT DSS portal both in English and Odia.
4. The Soil health Card shall be printed as follows.
  - a. The Soil Health Card consists of 4 pages.
  - b. It must be printed on a single A4 size paper on both the sides @ 2 pages on each side.
  - c. After printing, it shall be folded from the middle.
  - d. The card must be color printed on standard quality glossy paper of minimum of 180 GSM .
  - e. The Soil Health Card shall be printed and made available by the agency at Soil Chemist level within 7 days from the date of Soil Health Card generation.
  - f. After printing of the Soil Health Card, it shall be sent to the concern Block by the STL.

**TERMS AND CONDITIONS OF THE CONTRACT**

That the Terms and Conditions for the contract shall be as under:

1. The Agency will take over the identified Static Soil Testing Laboratories (STL) with all its equipments and infrastructure for rendering the service of soil testing in the respective districts/ designated area in accordance with the created capacity and need of the client from time to time, while the Ownership shall remain with the Department of A & FE (O) as usual. The STL at all time be the property of the Department of A & FE (O) and at no point of time the Agency shall claim/deny or dispute the right, title and interest or ownership over Static Soil Testing Laboratory.
2. The Agency shall be responsible for keeping up the integrity of the infrastructure and its maintenance as in the conditions handed over to it. It shall not affect any addition or alteration to the structures without prior approval of the competent authority. The Agency shall be liable for any damage caused deliberately to any infrastructure/ equipments/ glass wares/ lab wares or related accessories. In case of any damage of the Soil Testing Lab or equipments or both (other than normal wear and tear) the Agency shall pay the essential cost of repairs to the DA & FP (O) as per the recommendation of the committee headed by CDAO.
3. The premises shall not be used for any other services delivered by the Agency and in such a case the Client shall be entitled to cancel the Agreement and charge the agency for the loss as decided by an expert panel at district level.
4. The fittings and furnishings of the building shall have to be maintained in good condition and replacement of damages if any or fixing of them shall have to be under approval of the Officer in charge of STL/ CDAO concerned through a committee headed by CDAO.
5. The agency is responsible for timely AMC of the soil testing equipment. Agency shall have to obtain AMC from the desired companies for various equipments so as to keep them in working conditions all-through. The AMC cost will be borne by the agency.
6. The minor and regular repair of equipment for smooth operationalisation of the laboratory on daily basis shall be made by the agency with prior approval of the Soil Chemist and the cost for the purpose shall also be borne by the agency.
7. Replacement of any high cost parts of any soil testing equipment or replacement of the equipment shall be made with approval of the CDAO concern and the cost for the purpose will be met by the DA & FP (O).
8. In case of any high end equipments need replacement and the purchase through govt. process takes time, in that exigency the agency shall take care of analysis of such samples with their own arrangements.
9. The Chemicals, Distilled water, lab wares and other consumables shall have to be of approved/ recommended standards and to be procured by the Agency in consultation with the Officer in-charge of STL. If the procured consumables are not of recommended standards, then it shall be replaced by the agency within a week to avoid delay in soil testing activity. The filter paper (No.1 & No. 42) used for soil analysis should be of *Whatman* grade. The chemicals used should be of LR/ AR grade.

10. Analysis and Soil Health Card generation for a sample shall be completed within a specific time frame from the date of receipt of sample at laboratory end by personnel of the Agency. An Action Plan may be drawn up in consultation with the Officer in charge of the STL for the entire year. The STLs have been developed for meeting testing capacity of 10000 samples per year. The Agency shall always ensure full utilization of the capacity.
11. The Agency shall have to upload the information pertaining to results of soil testing along with the advisory by its own personnel with due concurrence from the OIC, STL.
12. The Agency shall depute and position the staffs for all the soil testing activities viz. lifting of collected soil samples from Block level to labs; analysis of soil samples; Generation of Soil Health Card in designated portal; printing of Soil health card and its supply to block points. The cost towards transportation of soil sample from block end to lab end and transportation of Soil Health Cards from lab end to block end will be borne by the DA & FP (O).
13. The Agency shall have to employ its personnel with minimum requisite qualification as per approval and they must be trained at the cost of the Agency in operation of various lab equipments and instruments without hampering the quality of work.
14. The manpower engaged shall be reviewed by the agency on regular basis and the agency has the authority to transfer/ terminate basing on their performance and other exigencies in consultation with concerned CDAO and Soil Chemist. And also ,if any outsourced personnel such engaged is found unsuitable in any of the laboratory, appropriate authority reserves the right to recommend for his removal with engagement of suitable substitute.
15. The engaged personnel may be assigned any additional work related to soil testing activities as per the requirement of the department from time to time.
16. The agency while deploying manpower should give preference to the existing manpower working under the present agency for better delivery as per satisfaction of performance.
17. The personnel, engaged through the agency, shall take leave admissible to them as per the Govt. of Odisha norms for them. The leave shall be taken after prior approval of OIC, STL. The personnel if on leave for longer period, should be replaced with appropriately trained personnel for the leave period with due knowledge of OIC without hampering the Soil Testing services in any form.
18. The personnel so trained and engaged in the labs shall have to participate in different training, demonstration, capacity building and awareness programmes taken up for soil health management.
19. The STL and its services in no way shall be allowed to be sub-leased to any other agencies and the entire services as per ToR should be made available by them following the entire codal procedure of personnel employment.
20. The Personnel engaged shall be responsible to test the targeted number of samples within the stipulated period as decided from time to time and upload the entire test results in the Soil Testing Portal and download Soil Health Card.
21. Soil Health Card along with the recommendations should be printed in Odia Language in a specified format and quality. The soil health card must be color printed on both sides of standard quality glossy A4 size paper of minimum 180 GSM. The Soil Health Card

shall be printed and made available by the agency at Soil Chemist level within 7 days from the date of Soil Health Card generation.

22. The Soils should be tested for all the 12 (Twelve) parameters (pH, EC, OC, Available-P<sub>2</sub>O<sub>5</sub>, Available-K<sub>2</sub>O, Available- Nitrogen, Sulphur, Iron, Copper, Zinc, Manganese & Boron) as per GoI Norms.
23. At least 1% soil samples would be cross checked at random at any point of time by other Soil Chemist/ Referral Laboratory of the State as decided by DA&FP(O), so as to ensure the accuracy and reproducibility of the soil test results. It will be the responsibility of the Agency to facilitate for such analysis.
24. The standard solutions and standardization of equipments should be regularly done under the direct supervision of the Officer-in-Charge of STL.
25. The claimed bill for the entire range of services provided should be submitted to the concerned CDAO on every quarter by 15<sup>th</sup> of the succeeding month for approval and needful. However, the claim bill for last quarter of the year shall be submitted before 15<sup>th</sup> of March. The claimed bill shall be submitted by the agency in prescribed proforma to be issued by the DA & FP (O).
26. The Lab equipments, glass wares, lab wares, plastic wares, chemicals and infrastructure to be handed over by the Officer- in-Charge of STL on behalf of Director of Agriculture & Food Production, Odisha and taken over by the Agency on as-is where-is basis. The OIC, STL should keep a detailed account of these handed over items and communicate to the CDAO with a copy to Soil Health Cell for needful. The Consumables (Chemicals, filter papers, glass/ plastic wares as needed, Paper, Ink cartridge for printer, Registers/ day books, safety items and others as per daily requirement) required for sample analysis/ SHC generation have to be procured by the Agency as may be required from time to time.
27. The Electricity, Water charges, Sewerage Charges, internet charges, telephone charges, office stationeries & other operationalization cost will be borne by the Director of Agriculture & Food Production, Odisha.
28. The First Party and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not so resolved amicably within 30 days of receipt of notice of such as a dispute shall be resolved by a sole arbitrator nominated by the Department of A&FE, Government of Odisha. The arbitration proceedings shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceeding shall be held in Bhubaneswar.
29. The Agency shall be fully responsible for adhering to the provisions of various laws applicable to them including Labour Laws of Govt. of Odisha. In case of failing to comply with the provisions of applicable laws and thereby any financial or other liability arises on the DA &FP (O) by the Court orders or otherwise the Agency shall be fully responsible to compensate/indemnify to the DA & FP (O) for such liability. For realization of such damages the DA&FP (O) may even resort to the provisions of Public Demand Recovery Act 1952 or other prevailing laws as applicable on the occurrence of such situations.
30. The DA & FP (O) shall not have any liability arising out of any aspect of the agency

employment of persons for operating the Static STLs.

31. The Agency shall indemnify the first for any claims against DA & FP (O) demanding temporary / permanent jobs, pensions, any financial or other benefits like loans etc from those who are engaged by the Agency for operating the Static STLs.
32. The DA&FP (O) reserves the right to take appropriate action against the Agency on failure to achieve the target on due time.
33. The State Level monitoring committee under the Chairmanship of Director of Agriculture and Food Production, Odisha will be convened annually to review the progress. The monitoring committee shall consist of the following members:-
- |                                                          |                 |
|----------------------------------------------------------|-----------------|
| a. Director of Agriculture and Food Production, Odisha – | Chairman        |
| b. HoD, Soil Science, CoA, OUAT, Bhubaneswar-            | Member          |
| c. Joint Director of Agriculture (QC & Enf) -            | Member          |
| d. Financial Advisor-Cum-CAO -                           | Member          |
| e. Deputy Director Agriculture ( Fertiliser) -           | Member Convener |
| f. Scheme Officer ( Fertiliser) O/O DA&FP(O)-            | Member          |
| g. ADA, Soil Chemist, Soil Testing Lab, Bhubaneswar-     | Member          |
| h. Representative of the “Agency(s)”-                    | Optional Member |
34. In case of any damage of the Soil Testing Lab or equipments or both (other than normal wear and tear) the Agency shall pay the essential cost of repairs to the DA & FP (O) as per the recommendation of the committee headed by CDAO.