Request for Proposal

Selection of Vendor for Implementation of Soil Health Card Project in Madhya Pradesh

DEPARTMENT OF FARMER WELFARE AND AGRICULTURE DEVELOPMENT
VINDHYACHAL BHAVAN,
BHOPAL-462 004
GOVT. OF MADHYA PRADESH
Ph: 0755-2551091
Fax: 0755-2572468
Email: dagst@mp.gov.in
url: http://www.mpkrishi.mp.gov.in
LETTER OF INVITATION

Letter No. ST2/Outsource/2016-17/380 Bhopal, 18-04-2016

Dear Sir/Madam:

1. Department of Farmer Welfare and Agriculture Development (DFWAD) invite Proposals from eligible agencies for the engagement: “To issue Soil Health Card to the farmers over a period of two years across the clusters of state of M.P.”. The selected agencies shall perform soil testing and generate Soil Health Card (SHC) as per RFP. The project aims to promote soil test based nutrient management among farmers of Madhya Pradesh. DFWAD is looking to outsource the implementation of SHC project to eligible vendor as per terms and conditions of this RFP. For more details please refer to the RFP provided below.

2. As per the advertisements given in the various News Papers / MP Krishi portal (www.mpkrishi.mp.gov.in) / e-Procurement portal (https://www.mpeproc.gov.in) all interested bidder are invited to respond to the Request for Proposal (RFP) document.

3. For the purpose of this project, the state will be divided into five clusters. Details of clusters are provided in annexure 16.13. There will be a separate tender for each cluster.

4. The Bidder will be selected on parameter and procedures described in this RFP.

5. Kindly respond to the RFP as per the directions and the formats provided in the RFP

6. Please note that while all the information and data regarding this RFP is to the best of Department’s knowledge are true to the scope of the propose project, the department holds no responsibility for the accuracy of this information and it is the responsibility of the bidder to check the validity of data included in the document.

Yours sincerely,

Director,
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NOTICE INVITING TENDER

DEPARTMENT OF FARMER WELFARE AND AGRICULTURE DEVELOPMENT
GOVERNMENT OF MADHYA PRADESH
VINDHYACHAL BHAWAN, 2ND FLOOR, BHOPAL – 462004
TEL: 0755 - 2551091 FAX: 0755- 2572468
url: www.mpkrishi.mp.gov.in

REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF VENDOR FOR IMPLEMENTATION OF SOIL HEALTH CARD PROJECT IN THE STATE OF MADHYA PRADESH
TENDER REF NO: ST2/OUTSOURCE/2016-17/380

Department of Farmer Welfare and Agriculture Development, GoMP invites bid proposals from qualified, reputed and experienced agencies for selection of “VENDOR FOR IMPLEMENTATION OF SOIL HEALTH CARD PROJECT IN THE STATE OF MADHYA PRADESH”. The detailed RFP document can be downloaded from our website: http://www.mpkrishi.mp.gov.in and https://www.mpeproc.gov.in. Interested Bidders may submit their response to the RFP on https://www.mpeproc.gov.in latest by 11/05/2016 till 05:00 pm.

(Director)
Department of Farmer Welfare and Agriculture Development, GoMP
### Glossary used in the document

<table>
<thead>
<tr>
<th>Term</th>
<th>Description</th>
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<tbody>
<tr>
<td>AOA</td>
<td>ARTICLES OF ASSOCIATION</td>
</tr>
<tr>
<td>BASELINE PLAN</td>
<td>PROJECT PLAN THAT IS FORMALLY ACCEPTED BY STAKEHOLDERS</td>
</tr>
<tr>
<td>BIDDER</td>
<td>“BIDDER” MEANS ANY COMPANY/SOCIETY/FIRM REGISTERED IN INDIA SUBMITTING RFP ALONG WITH PRESCRIBED DOCUMENTS IN RESPONSE TO RFP AND INTENDING TO PROVIDE SERVICES FOR PROJECT IMPLEMENTATION.</td>
</tr>
<tr>
<td>CONTRACT</td>
<td>AGREEMENT ENTERED IN TO BY PURCHASER WITH THE VENDOR</td>
</tr>
<tr>
<td>CLUSTER</td>
<td>GROUP OF DISTRICTS CLUBBED TOGETHER</td>
</tr>
<tr>
<td>DD</td>
<td>DEPUTY DIRECTOR FARMER WELFARE AND AGRICULTURE DEVELOPMENT</td>
</tr>
<tr>
<td>DEPARTMENT</td>
<td>DEPARTMENT REFERS TO “DEPARTMENT OF FARMER WELFARE AND AGRICULTURE DEVELOPMENT”</td>
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<tr>
<td>DFWAD</td>
<td>DEPARTMENT OF FARMER WELFARE AND AGRICULTURE DEVELOPMENT</td>
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<tr>
<td>EOI</td>
<td>EXPRESSION OF INTEREST</td>
</tr>
<tr>
<td>GOMP</td>
<td>GOVERNMENT OF MADHYA PRADESH</td>
</tr>
<tr>
<td>GFR</td>
<td>GENERAL FERTILIZER RECOMMENDATION</td>
</tr>
<tr>
<td>HO/HOD/HQ</td>
<td>HEAD OFFICE/HEAD OF THE DEPARTMENT/HEAD QUARTER</td>
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<tr>
<td>IA</td>
<td>IMPLEMENTING AGENCY</td>
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<td>IT</td>
<td>INFORMATION TECHNOLOGY</td>
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<tr>
<td>JD</td>
<td>JOINT DIRECTOR FARMER WELFARE AND AGRICULTURE DEVELOPMENT</td>
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<tr>
<td>LOI</td>
<td>LETTER OF INTENT</td>
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<tr>
<td>MIS</td>
<td>MANAGEMENT INFORMATION SYSTEM</td>
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<tr>
<td>MOA</td>
<td>MEMORANDUM OF AGREEMENT</td>
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<tr>
<td>NONCOMPLIANCE</td>
<td>FAILURE/ REFUSAL TO COMPLY WITH THE TERMS AND CONDITION OF THE PROPOSAL</td>
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<tr>
<td>NONRESPONSIVE</td>
<td>FAILURE TO FURNISH COMPLETE INFORMATION IN A GIVEN FORMAT AND MANNER REQUIRED AS PER PROPOSAL OR NOT FOLLOWING THE PROCEDURE MENTIONED IN THIS RFP OR NOT</td>
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<tr>
<td>Abbreviation</td>
<td>Description</td>
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<tr>
<td>SUBMITTING THE EMD OR TENDER FEE</td>
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<tr>
<td>PMS</td>
<td>PROJECT MONITORING SOFTWARE</td>
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<tr>
<td>RFP</td>
<td>REQUEST FOR PROPOSAL</td>
</tr>
<tr>
<td>REFEREE SAMPLE</td>
<td>RANDOMLY SELECTED SOIL SAMPLES FROM THE TESTED SOIL SAMPLES FOR QUALITY ASSURANCE</td>
</tr>
<tr>
<td>SERVICE</td>
<td>SERVICES TO BE PROVIDED AS PER THE REQUIREMENT MENTIONED IN THE SCOPE OF WORK</td>
</tr>
<tr>
<td>SERVICE PROVIDER</td>
<td>VENDOR WHO WILL BE EXECUTING THIS CONTRACT</td>
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<tr>
<td>SHCS</td>
<td>SOIL HEALTH CARDS</td>
</tr>
<tr>
<td>SI</td>
<td>SYSTEM INTEGRATOR, A VENDOR WHO WILL BE EXECUTING THIS CONTRACT</td>
</tr>
<tr>
<td>SLA</td>
<td>SERVICE LEVEL AGREEMENT</td>
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<tr>
<td>SOW</td>
<td>SCOPE OF WORK</td>
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<tr>
<td>SUPPLIER</td>
<td>VENDOR WHO WILL BE EXECUTING THIS CONTRACT</td>
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<tr>
<td>STCR</td>
<td>SOIL TEST CROP RESPONSE</td>
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<tr>
<td>VENDOR</td>
<td>“VENDOR” MEANS IMPLEMENTING AGENCY WHO WILL ACTUALLY IMPLEMENT THE PROJECT IN A CLUSTER.</td>
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<tr>
<td>INR</td>
<td>INDIAN RUPEES</td>
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</table>
1.0 Tender Notice

Department of Farmer Welfare and Agriculture Development (DFWAD) invites proposal from eligible firms/companies on a dedicated basis for a period of two years to implement Soil Health Card Project in State of Madhya Pradesh herein also referred as “SHC”, for farmers across Madhya Pradesh. The implementing agency of SHC project should have good experience in testing of soil or water in laboratory. Implementing agency should also have strong knowledge of using Information Technology for efficiently supporting day to day activities on a web based applications. For this project, the work will be divided into five clusters. There will be a separate tender for each cluster. The detailed RFP document can be downloaded from Madhya Pradesh E-Procurement website: https://www.mpeproc.gov.in/ and department official website http://www.mpkrishi.mp.gov.in however in the latter case, the bidders are required to submit EMD of Rs 15,00,000 / in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee from any of the commercial banks in favor of Director, Department of Farmer Welfare and Agriculture Development, Madhya Pradesh and payable at Bhopal, Madhya Pradesh and should be valid for 6 months from the due date of RFP.

Bidders declared by DFWAD to be ineligible to participate for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible

Invited Bidders are advised to study this Tender document carefully. Submission of Bid for the Project shall be deemed to have been done after careful study and examination of this document with full understanding of its implications.

Department of Farmer Welfare and Agriculture Development, Government of Madhya Pradesh, reserves the right to cancel the tender at any time or amend/ withdraw any of the terms and conditions contained in the tender document without assigning any reason, thereof.
2.0 Disclaimer

All information contained in this Request for Proposal (RFP) provided/ clarified are in the good interest and faith. This is not an agreement and this is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the presentation of this RFP document, the interested bidders shall satisfy themselves that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required.

Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and firms submitting their bids are satisfied that the RFP document is complete in all respects.

Department of Farmer Welfare and Agriculture Development, GoMP reserves the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. DFWAD, GoMP also reserves right to withhold or withdraw the process at any stage with intimation to all who have submitted their bids in response to this RFP. DFWAD, GoMP reserves the right to change/ modify/ amend any or all of the provisions of this RFP document without assigning any reason. Any such change would be communicated to the bidders by posting it on the website of Department (www.mpkrishi.mp.gov.in) and/ MP E-Procurement Website: https://www.mpeproc.gov.in/

Neither Department of Farmer Welfare and Agriculture Development, GoMP nor their employees and associates will have any liability to any prospective Respondent interested to apply or any other person under the law of contract to the principle or resolution or unjust enrichment nor otherwise for any loss, expense or damage which may raise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of DFWAD or their employees and Bidder or otherwise arising in any way from the selection process for the Assignment.

Information provided in this document or imparted to any respondent as part of RFP process is confidential to Department of Farmer Welfare and Agriculture Development, and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.
### 3.0 Tender Schedule

The RFP schedule and communication details for this RFP is as mentioned below.

<table>
<thead>
<tr>
<th>Tender Ref No.</th>
<th>ST2/Outsource/2016-17/380</th>
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<tbody>
<tr>
<td>Tender Fee</td>
<td>Rs. 10,000/- as tender processing fee in the form of e-payment through E-Procurement website of Government of Madhya Pradesh: <a href="https://www.mpeproc.gov.in/">https://www.mpeproc.gov.in/</a></td>
</tr>
<tr>
<td>EMD</td>
<td>Firms will have to deposit an Earnest Money Deposit (EMD) for each cluster to Director of Agriculture Bhopal Madhya Pradesh. The bidder should enclose EMD of Rs 15,00,000/- in form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee from any of the commercial banks in favor of “Director, Department of Farmer Welfare and Agriculture Development, Madhya Pradesh and payable at Bhopal, Madhya Pradesh” and should be valid for 6 months from the due date of RFP.</td>
</tr>
<tr>
<td>Tender Publish date and Time</td>
<td>18.04.2016 at 3:20 PM</td>
</tr>
<tr>
<td>Prebid Meeting Date and Time</td>
<td>25.04.2016 at 02:00 PM</td>
</tr>
<tr>
<td>Last date &amp; time for downloading the tender document</td>
<td>11.05.2016 12:00 PM at E-Procurement website of Government of Madhya Pradesh: <a href="https://www.mpeproc.gov.in/">https://www.mpeproc.gov.in/</a></td>
</tr>
<tr>
<td>Last date &amp; time for submission of bid</td>
<td>11.05.2016 05:00 PM at E-Procurement website of Government of Madhya Pradesh: <a href="https://www.mpeproc.gov.in/">https://www.mpeproc.gov.in/</a></td>
</tr>
<tr>
<td>Place, Date &amp; time for opening of Bid</td>
<td>Department of Farmer Welfare and Agriculture Development, Meeting Room, 2nd Floor, Vindhyachal Bhaban, Bhopal – 462 004. 12.05.2016 at 02:00 PM</td>
</tr>
<tr>
<td>Place, Date &amp; time for opening of Commercial bid</td>
<td>Would be communicated to qualified bidders</td>
</tr>
<tr>
<td>Contact Person Details</td>
<td>Mr. B.M. Sahare, Additional Director, Department of Farmer Welfare and Agriculture Development, Email: <a href="mailto:dagst@mp.gov.in">dagst@mp.gov.in</a></td>
</tr>
</tbody>
</table>
4.0 Pre Qualification Criteria

This invitation for RFP is open to all those who are eligible to do business in India under relevant Indian laws as in force at the time of bidding and who fulfill the eligibility criteria mentioned in this document. The pre-qualification criteria for the participating bidders are as given below:

4.1 Evaluation for Pre-Qualification

The department will carry out detailed evaluation of the tender previously determined to be substantially responsive in order to determine whether the firm is qualified in accordance with the requirements set forth in the tender documents.

In order to reach such a determination, the department will examine the information provided in the schedules and submitted supporting documents, on the basis of information supplied by the Bidders.

The technical bid shall have weightings of 80% in the overall evaluation of the bid and Commercial bid shall have weightings of 20% in the overall evaluation. The composite score will be computed after applying the weightings on technical and commercial score and adding them

Pre-Qualification

<table>
<thead>
<tr>
<th>S. No</th>
<th>Criteria</th>
<th>Specific Requirements</th>
<th>Document Requirements</th>
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<tbody>
<tr>
<td>1</td>
<td>Bidder should be having a minimum average annual turnover of Rs. 50 Crore for the last 3 years. (FY 2013-14, FY 2014-15 and FY 2015-16)</td>
<td>The bidder should have an atleast average annual turnover of Rs. 50 Crore (Minimum) in the last three financial years of 2013-14, 2014-15 and 2015-16 from testing of soil and/or water. Copy of the audited balance sheet and Profit &amp; Loss Accounts for the financial year 2013-14, 2014-15 and 2015-16 should be provided along with CA certificate to certify that the turnover is from composition testing of sample. In case of consortium the member firms must have minimum average annual turnover of not less than Rs 50</td>
<td>Extracts from the audited Balance sheet and Profit &amp; Loss; and Certificate from the statutory auditor indicating turnover only from testing of soil or water composition for each year</td>
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<td>2</td>
<td><strong>Technical Capability</strong>&lt;br&gt;2) The agency should have its own Soil and/or water testing and analytical laboratory which was established at least before ten years.&lt;br&gt;&lt;br&gt;b) The bidder should have executed contracts of testing of soil and/or water for any state govt in India or for a central govt or govt undertaking in India for the sample size of minimum 50000 water and/or soil samples in a single work order in last 10 years from March 2016. Bidder should have specific experience of GPS/GIS mapping of soil and/or water testing or any such work in govt sector, should not be less than 50000 samples in a single work order in last five years from March 2016. Relevant experience of contract shall be supported with work order and completion certificate and evidence for GPS/GIS mapping of project.</td>
<td><strong>Proof of establishment should be attached.</strong>&lt;br&gt;Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the Client (Certified by the Statutory Auditor)</td>
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<tr>
<td>3</td>
<td><strong>Positive Net Worth of Companies/Firms</strong>&lt;br&gt;The individual bidder or consortium should have positive net worth of Rs. 10 Crore or above as on last financial year i.e. 2015-16. Networth statement duly certified by the CA must be submitted.</td>
<td><strong>Networth statement duly certified by the CA</strong></td>
<td></td>
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<tr>
<td>4</td>
<td><strong>Consortiums</strong>&lt;br&gt;Bidder can be a single entity or Consortiums (maximum two members in a consortiums)&lt;br&gt;Both members should have relevant experience in their respective field of Soil and/or water testing and GIS mapping.</td>
<td><strong>Self Certificate declaring bidder is not consortiums (Certified by the Statutory Auditor)</strong></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td><strong>Legal Entity</strong>&lt;br&gt;Bidders can be single entity or a consortium (maximum 2 members in a)</td>
<td><strong>Copy of Certificate of Incorporation; and</strong></td>
<td></td>
</tr>
</tbody>
</table>
consortium) made up of a
- A company registered under Indian Companies Act 1956 / a Co-Operative Society registered under Indian Co-
Operatives Society Act 1912 / Society’s under Society Registration Act 1860 & a registered partnership firm / a statutory corporation / body corporate incorporated under the laws of its origin & a proprietorship firm which is doing a business in India or a consortium thereof is allowed. In case of a COSORTIUM member companies will submit their
Copy of Service Tax Registration Certificate.

6 Undertaking “Not being Blacklisted”
The bidder shouldn’t have been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India.
Self declaration letter "Not Being Blacklisted" should be attached by the bidder.

7 Undertaking “The Bidder should not be involved in any major litigation”
The Bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this RFP
Self declaration letter regarding "Not Being Involved in Major Litigation which compromise RFP" should be attached by the bidder.

Financial Evaluation:

Commercial envelope of only those bidders who obtain minimum 65% score in Technical Evaluation shall be opened at a date and time as informed online
The Director, or other duly authorized committee will open the tenders in the presence of any Bidder(s) or their authorized representatives who choose to be present at the time of opening of financial tenders, and will enter the rate/amount of all tenders in the register of Opening of Tenders.

The financial score of the individual bidder is calculated as
Financial Score, SF = 100 x (FM/F)

In which FM is the Lowest Price, and F is the price of the proposal in Rupees under consideration Combined Evaluation of Technical and Financial Proposals
Proposals will be ranked according to their combined Technical (ST) and Financial (SF) Scores using the weights:

a) TP = the weight given to the Technical Proposal;
b) FP = the weight given to the Financial Proposal;
c) (TP + FP = 1).
d) The weights given to the Technical Proposal will be TP = 0.8
e) The weights given to Financial proposals will be FP = 0.2.
f) The total combined score will be calculated using the following formula:
g) S = (ST x TP) + (SF x FP)

The final scores computed for each Technical and Financial Proposal will be rounded to the nearest whole number. In the event two or more proposals have the same scores in the final ranking of proposals, the proposal with the highest technical score will be ranked first. After such final ranking, the firm achieving the highest rank will be invited for negotiations.
5.0 Soil Health Card Project

5.1 Soil Testing Overview


The objective of this RFP is -

i. To issue targeted soil health cards to the farmers of Madhya Pradesh in the period of two years, so as to provide a basis to address nutrient deficiencies in use of fertilizer practices.

ii. To diagnose soil fertility related constraints with standardized procedures for sampling uniformly across state and analysis and design grid level fertilizer recommendations in targeted block.

iii. To develop and promote soil test based nutrient management in the districts for enhancing nutrient use efficiency.

iv. To build capacities of district and state level staff and of progressive farmers for promotion of nutrient management practices.

5.2 Introduction to Soil Nutrients

1. Soil is a living medium which serves as a natural nutrient source for growth of plants. The components of soils are mineral, organic matter, water and air, the proportions of which vary and together form a system for plant growth. Soils are studied and classified according to their use. Soil surveys are made for Natural Resource Management and soil testing is conducted as part of Fertilizer Use and Management.

2. Nutrient Status of Soils; In India, intensive agriculture has resulted in impressive growth in food grain production powered by improved varieties of seeds, application of fertilizers and assured irrigation. The existing NPK consumption ratio in the country is skewed at 8.2:3.2:1 (2012-13) as against the preferred ratio of 4:2:1

Site specific nutrient management involving soil test based application of fertilizers is critical to enhance fertilizer use efficiency. A fertilizer not suitable to a soil type can be called as an incorrect fertilizer used for that soil, and in such case, fertilizer consumption ceases to be efficient to increase production. Different types of fertilizers are required to be used in acidic/ alkaline soils. Fertilization involving the use of water soluble fertilizers through drip and sprinkler irrigation is expected to give better use efficiency for water and fertilizers. Therefore, it is necessary to promote use of required sources of plant available forms of
nutrients coupled with use of soil amendments in acidic/ alkaline soils so as to enhance soil nutrient availability.

### 5.3 Soil Testing Programme

1. History of Soil Health Testing

Soil testing programme was started in India in the year 1955-56 with the setting up of 16 Soil Testing Laboratories (STLs) under "Determination of Soil Fertility and Fertilizer Use" programme. Total nutrient content varies from soil to soil, and plant available forms of nutrients are chemically determined in soil testing laboratories. Till 1980, the laboratories generally used to analyze for pH, texture, electrical conductivity, organic carbon (as an index of available N), and available P and K.

Project to create soil health card for the farmers of M.P had been launched previously. The project generated soil health card for farmers through an online application portal.

2. Current Initiative

GoI and GoMP are determined to provide soil health card to all the farmers in the state. This RFP is next step in that direction to provide soil related information and recommendations to all farmers of the state. This should help in improving the productivity and restoring soil health of the state. The aim of this project is to provide soil health card to farmers as per irrigated and rainfed grids.

### 5.4 Department Overview

Directorate of Farmer Welfare and Agriculture Development has been established at the state level in Madhya Pradesh to direct various administrative and technical activities. The department is headed by the Director, Farmer Welfare and Agriculture Development. There are 10 divisional offices in each division headed by Joint Directors and 51 offices at the district level headed by Deputy Directors. Beside this there are various other offices for extension and training activities.

Primary responsibility of the various units of the department is to increase production and productivity of the various agricultural crops, land and water management, expansion of minor irrigation programs, development of latest agriculture technologies and enhance their reach to the farmers and motivate them to use these technologies etc. in the state. The department is directing various agriculture development activities by establishing coordination among different related departments and institutions. The department’s responsibilities also include to promote usage of modern agriculture tools and certified modern seeds as well as to ensure availability of various agriculture inputs.
Agriculture production also depends on position of various nutrients in soil. With purpose of making agriculture a profit making business, the government has decided to provide soil health cards to the farmers based on the testing done on soil samples collected from the farmers land. The primary motive of the project is to collect soil sample using scientific ways, analyse them, generate soil health card based on test results and distribute these cards to the farmers. The soil health cards will also include fertilizer recommendation based on the analysis results.

6.0 Project Requirement

Soil is a non renewable living resource. Every effort must be made to enrich this natural resource for maximizing its productivity on one hand and to conserve this resource with minimal degradation for the prosperity, sustaining productivity of soil. Soil testing is a tool to assess the available nutrient status of a soil. Interpretation of test results and making recommendation for nutrient management may be appropriate to achieve sustainable yields on long term basis.

Government of India launched soil health card scheme in the year 2014-15 aiming to supply soil health cards to all the farmers of the country. Under this initiative Govt of M.P aims to provide soil health card to approximate 90 Lacs farmers of M.P. To achieve this target, a total of approximate 23 lacs samples will be collected from grids defined in M.P. To meet the requirement of SHC, DFWAD plans to participate private agencies in the field of soil testing and issuing of SHC to the farmers for this purpose 35 labs (state + mandi board) will be assigned among successful bidders. For the testing of soil sample cluster based approach will be followed. Complete work is divided in to five clusters and each cluster will have seven labs assigned to it.

In view of above, DFWAD propose to implement the soil testing project for two years and generate soil health card by analysing the soil samples based on grid, so as to provide a basis to include nutrient deficiencies in fertilizer recommendation.

- Develop crop specific nutrient management in the districts for enhancing nutrient use efficiency.

- Promote soil test based balancing of nutrients to manage fertility related risks for higher production.

In pursuance of the above, the DFWAD has now decided to carry out a bid process for Selection of Agencies for implementation of Soil Health Card project.

The Successful Bidder would be required to perform the following task:

- Prepare detailed project plan, milestone plan and have it approved from DFWAD
- Test soil sample in assigned labs
• Project Monitoring Software application
• Collection of soil samples from blocks
• Sample coding
• Registration of samples on Portal
• Soil sample analysis
• Enter test results into Government of India Soil Health Card portal for generation of Soil Health Card and recommendations
• Provide laminated hard copy of soil health card with nutrients/fertilizer recommendations at block level

6.1 Clustered based approach

This project will be executed with a cluster approach to expedite the soil health card project. This work will be divided into five clusters. Each cluster will have seven soil testing Labs. List of clusters and its districts is provided in Annexure 16.13. There will be a separate tender for each cluster. After selection, the successful bidder will be working for the cluster for which he has been selected in the tender process.

Each Bidder can submit only one bid per cluster. However, any bidder can bid for all five clusters.

For each successful bidder in each cluster, total seven soil testing labs will be provided. Each successful bidder will have to test minimum 240000 (Two Lacs and Fourty thousand) samples in a year for a selected cluster (i.e 32000 samples per lab per year = approx. 110 samples per day per lab).

In a year, all clusters together will test and generate 11,20,000 Soil Health Cards. However, in total all clusters will have to provide ten laminated copies of each Soil Health Card generated (i.e 11,20,000x10 in a year).
7.0 Scope of Services

This section describes overall scope of project. This project is being initiated to provide soil health card and recommendation to farmers. This section describes over all approach to execution of project, this section is divided into two parts, and first section describes the responsibility of implementing agency. Second section describes department responsibility. Bidder must go through all sections carefully to understand responsibilities and expectations from DFWAD.

7.1 Implementing Agency Responsibilities

The selected Implementing Agency for a cluster shall undertake the implementation of the project as below:

7.1.1 Project plan

Selected vendor would be performing following activities. He would prepare below mentioned documents in consultation with DFWAD representative. These documents would be reviewed and approved by department committee before finalizing base line.

- Selected vendor need to prepare detailed project plan and milestone plan
- Selected vendor would provide schedule for receiving of soil sample from block level from department officials. Schedule will show when soil sample would be collected from department official for testing and further activities.

7.1.2 Soil sampling

Soil sample will be collected by Department official and handed over to vendor at block level as per baseline plan. The vendor will be responsible for transportation of the soil samples collected at the block level to the soil testing lab.

Soil sample collected in kit should be traceable. To track the kit or to know the location of soil, collected kit should be properly coded as defined in sample coding section.

Each sample handed over to vendor will be accompanied by the corresponding information collection form filled by the department official at the time of sample collection.

7.1.3 Sample coding

Each soil sample collected should be identifiable and have unique code. Unique code number should be allotted to each and every soil sample received during the year.

This unique code number should be generated by vendor application and should correspond to the following details

Irrigated / rainfed, Grid number, GPS Coordinates, Khasra number, Village name, Block, District, Division etc. or other information as directed by the department.
Above details will be provided by department officials along with soil sample. Vendor will have to enter these details in PMS software application for generating sample code and tracking.

GPS Coordinates, wherever possible, would be provided by Department official in a form filled at the time of collecting soil sample. Sample coding should be done by lot wise.

7.1.4 Soil testing at Labs

Testing of soil sample for nutrients is the key responsibility of vendor. Vendor would test soil samples in the labs assigned to him by department which are owned by DFWAD.

For each successful bidder in each cluster, total seven soil testing labs will be assigned by the department. Each successful bidder will have to test minimum 230000 samples in a year in the selected cluster. Vendor may visit the labs to be assigned to that cluster (as provided in annexure 16.13) for further understanding before submission of the bid for that cluster. For selected cluster, bidder will be handed over DFWAD, Govt of M.P laboratories in that cluster to perform testing of soil samples for this project.

The service provider will deploy all the required manpower at the Labs used for soil testing. The service provider will be responsible for the maintenance of all instruments and lab infrastructure that will be used for soil analysis. For any kind of damage to any instrument, or Lab facility, the service provider will be held responsible for compensation. The vendor will use and operate Soil Testing Laboratory under the supervision of DWFAD official, ASTO.

Vendor will have to purchase and use their own chemicals and glassware for testing. Chemicals and glassware for testing will not be provided by the department. The chemicals used in analysis should be of AR grade. Maintenance of available instruments with labs will be responsibility of bidder and on completion of contract equipment / other assets will be handed over by bidder to department in an operational mode.

The bidder should engage well qualified soil analysts for the testing of soil in the assigned labs for quality assurance. Soil Analyst should have Degree in agriculture / BSc with Chemistry, or Post Graduate in Soil Science / Agronomy from the recognised University. Implementing Agency would give a self attested certificate on company letter head for deploying qualified professionals (Please refer to Annexure, Format 14).

Each Laboratory tentatively contains PH meter, Electrical conductivity meter, flame photo meter, Calorie meter, Spectrophotometer, Electronic Balance, Flame photometer, Shaker, AAS System with computer, Required glass ware such as conical flask, burette puppet, jars etc.

All recurring costs related to laboratory functioning which includes cost of internet, water, electricity, supporting staff, phone etc. will be borne by the vendor.
7.1.5 Analysis of soil samples

Soil samples should be analysed by following the standard procedures followed as per Soil Testing Manual of GOI or as directed by the department. (Manual will be provided to the successful bidder by the DFWAD)

I. General parameters: pH, organic carbon (% OC) and Electrical Conductivity.
II. Major Primary Nutrients: Available Nitrogen, Phosphorous, Potassium
III. Secondary Nutrients: Sulphur
IV. Micronutrients: Zinc, Iron, Copper, Manganese and Boron

After analysis of the soil samples the remaining portion of all soil samples with traceable details should be preserved by vendor until the third party referee sample testing is done. 1 % (two percentage) random referee sample would be collected by Department official. Vendor will preserve all the soil samples for random referee sample testing by department officials. Vendor should preserve all the soil samples till department confirm its disposal.

7.1.6 Providing Laminated Soil Health Card

After analysing soil samples in Soil testing labs, soil health cards along with nutrient/fertilizer recommendations should be generated to all the farmers through central portal of GoI. The number of SHCs per grid should be equal to the number of farmers in that grid (Maximum Ten Farmers). All the SHCs with recommendations should be submitted to the DFWAD officials at block level. Selected vendor should provide laminated soil health card to all farmers in a Grid, as per Soil Health Card Scheme, GoI.

SHCs should be colour printed. Specifications of the paper for printing of SHC will be as directed by the department.

SHCs should be printed on A-4 (201 mm X 297 mm) size executive bond paper of 100 GMS and fully covered/laminated with good plastic material.

In a year, vendor will test and generate 230000 Soil Health Cards. However, vendor will have to provide ten laminated copies of each Soil Health Card generated (i.e 230000x10 in a year).

Vendor will have to enter information of ten farmers/ per grid sample in Soil Health Card portal to print soil health card for individual farmer with his name.

7.1.7 Progress Monitoring Software (PMS)

The samples are to be tracked right from the date of collection of samples, transportation to lab, analysis of soil sample, generation of soil health card through central portal of GOI and final distribution of soil health card pertaining to the sample. However, the results of analysed soil samples are to be feed as described in central portal of GOI.

The bidders should have their own functional software for tracking the various activities involved in soil health project implementation. The samples are to be tracked right from the date of collection of samples, date of receiving by the bidder, transportation to lab, analysis
of soil sample, generation of soil health card and final distribution of soil health card pertaining to the sample.

Department official will have access to this application at district, division and state level to view live progress of project.

In case the selected agencies do not possess the PMS, the selected agency should develop the PMS within 30 days after obtaining the LOI. PMS application should be web based.

7.1.8 Soil Health Card Portal

Test results of soil sample collected would be used for generation of Soil Health Card, crop recommendations. After performing the testing of soil, vendor would need to enter soil test results in GoI, Soil Health Card portal.

The selected vendor will be provided access over the Soil Health card portal by DFWAD, GoMP to facilitate sample test result entry and soil health card generation. Selected bidders will perform sample registration and enter test results data in this portal. Soil Health Card and crop recommendation generated from this portal will be printed, laminated and distributed to department official by vendor as described in section above.

This portal will provide functionalities for different roles like – lab analyst, lab in charge, MIS manager, administrator etc. These roles will be assigned to different users. Users will have access to functionalities based on their assigned roles. The selected vendor will be provided with sufficient user ids having required roles to facilitate data entry and use of this application portal.

The portal will provide following functionalities-

**Testing Lab Administration** – This module will provide Interfaces to facilitate adding new labs; adding/updating details of each lab like available equipment etc. These interfaces will be used to create labs in the system and manage them.

**Sample Registration** – This module will provide interfaces to facilitate sample registrations. These interfaces will be used to enter data related to sample details which also includes latitude longitude details for the sample collection location, farmer details, land holding details, crop details for recommendations and sample acceptance to register a sample. Multiple farmers can be attached to a sample.

**Sample receiving** – This module will facilitate receiving of the sample in the lab and its assignment to an analyst in the lab.

**Sample Test Result Entry** – This module will facilitate entering testing analysis results for a sample. These interfaces provided in this module will be used to enter sample test results data.
**Soil Health Card with Fertilizer Recommendation** – This module will facilitate generation of soil health card along with fertilizer recommendations for a sample. Interfaces provided in this functionality will be to generate and print soil health card.

**MIS Entries** – This module will facilitate making MIS entries for different areas like target distribution, sample collection achievement, soil health card generation achievements, testing labs etc. Interfaces provided in this module will be used to assign targets for districts, blocks; to monitor achievement with regards to sample collection, sample testing, generation and distribution of soil health cards.

The selected vendor will have following responsibilities in regards to this portal-

1. Registration of sample: The vendor will fill all details related to sample collection, farmers belong to the grid, crop details etc.
2. Assignment of sample to the lab and analyst.
3. Sample test result entry: The vendor will enter test results for macro and micro nutrients for each sample.
4. Fertilizer Recommendations: Vendor will have to enter fertilizer recommendations for each crop as provided by the farmer during sample registration up to the maximum limit as defined by the department. NPK recommendations for each crop will be fetched by the portal itself based on the test results entries and based on STCR/GFR recommendations uploaded by the department in the portal. The vendor will have to select minimum two fertilizer combinations out of the list provided in the portal itself based on the fertilizer availability in that area to fulfil provided NPK recommendations.
5. Generation of soil health card: The vendor will generate soil health card and print it. The generated soil health card will also have fertilizer recommendations as provided during fertilization recommendation entry.

Department will provide user ids with appropriate role assignments to the vendor. The vendor will be provided access to labs in the portal which are assigned to that vendor for sample testing.

**7.1.9 Coordination for state wide activities**

Vendor will have to provide a coordinator/computer operator at Headquarter, Bhopal, M.P to coordinate state wide activities. This coordinator should have basic knowledge of Compute operations, English/ Hindi typing and good communication skills. This coordinator should also have his own laptop. This coordinator will work closely with department as per department directives and provide progress on a daily basis. The coordinator/operator should be deputed within a week of starting the project.
7.1.10 IT Roles and Responsibility (ITAs)

Prepare a detailed plan of action within 30 days of signing of Agreement construct, develop, equip and Install IT lab within Madhya Pradesh at Its own cost and expense. Prepare a State, District, Taluka, Block and Village wise soil Fertility Maps for the State of Madhya Pradesh. Develop, operate and manage website dedicated to SHC project. Develop, o and M various software modules for generation and printing of village, block and district soil fertility maps and state wise GIS map and such other reports. Provide access to the IT laboratory to the Authority/ Its authorized representatives operate and manage laboratory, locally and remote server for data storage and management Error free linking of data and generation of Kisan soil Health Card with provision for linkage to unique ID number Ensure Integration of Soil Health Card Website with other Govt. websites create dedicated help desk, training and orientation of stakeholders. Trouble shooting within 24 hours

Ensure safe storage of consolidated data and handover of web applications, support software at the end of the contact period.

8.0 List of IA Deliverables

This section lists down deliverables of IA. If the vendor is selected for more than one cluster then the deliverables will be separately provided for each cluster. Selected vendor will work according to the process described in this document and deliver following.

- Detailed project plan and milestones
- Plan and schedule of receiving of soil sample
- Collection of Soil Sample, farmer information collection form from block office
- Soil Testing / Soil testing results : testing of soil samples and uploading of results as described in scope of service
• Soil health cards: Laminated SHCs per grid to be submitted to the concerned department officials at block level within the specified time. The number of SHCs per grid should be equal to the number of farmers in that grid (Maximum Ten Farmers)

Soft Copy of all test results, gathered information, compiled data Timely progress reports should be submitted in the specified formats provided by the DFWAD. Weekly and monthly report should be submitted to Department officials. Progress Monitoring Software progress reports should be shared with stakeholders.

9.0 Department Activities

Activities described here would be done by DFWAD. These activities will be performed by department officials, another government body or any other third party agency designated by DFWAD, GoMP.

9.1 Creating awareness

Creating awareness among the farmers regarding methodology in collection of the samples and recommendations of crop specific nutrients based on the soil test results. The awareness programmes will be carried out at village level by the DFWAD extension staff through various mass media methods (using print and electronic media).

9.2 Training to Farmers

Training programme will be organized by the DFWAD. One regarding soil sample collection and the other for recommendations of soil test results.

9.3 Training to Technical Staff/Analyst

The department of agriculture will organize technical trainings as mentioned below

• Training to soil chemists for soil analysis and fertilizer recommendation.
• Training to field assistants / lab assistants regarding soil sample collection and sample analysis.

• The selected agencies have to depute their analysts and other staff to the trainings which will be intimated by Department official.

9.4 Approvals

Department will be responsible for review and approval of project plan and milestone plan. Department will review and provide approvals to vendor deliverables.
9.5 Formation of clusters

Department has formed five clusters for the execution of Soil Health Card project. Department has provided soil testing Laboratories to be used by the vendor for testing in each cluster.

9.6 Identifying location for collection of soil samples

Department will be responsible for preparing the grid for the purpose of soil testing across the state. Grid for rainfed and irrigated area would be prepared as per GoI guidelines. Department will identify the locations from where soil samples would be collected and coordinate with vendor for project planning and smooth execution.

The DFWAD will prepare yearly action plan indicating number of districts to be covered, number of irrigated holdings and rainfed holdings in the selected districts, number of soil samples to be drawn from irrigated holdings and number of samples to be drawn from rainfed holdings and finally total number of samples to be drawn and tested.

9.7 Soil Sample collection

Department officials would be responsible to collect soil sample from the field as per baseline plan. Department officials will provide kits and bags to the ground level staff in which soil sample will be collected. Actual Sample would be handed over back to vendor at block level as per baseline plan. The Soil samples should be collected in presence of concerned farmers.

The target villages will use stratified sampling techniques. Samples will be collected from marginal, small and large farms to address variations that arise due to different management practices. Within each farm size class, samples will be chosen to represent all possible soil fertility variations.

GPS co-ordinates should be recorded at the time of soil collection. Information of farmers should be collected at the time of sample collection. The GPS location of each soil sample collected should be provided to Vendor along with soil samples.

Soil sample should be collected from each khasra in a grid. If grid has less than or equal to five khasras, soil sample should be collected from eight to ten different points in a zigzag pattern of soil sample process.

Each sample handed over to vendor will be accompanied by the corresponding information collection form filled by the department official at the time of sample collection.

9.8 Third party referee sample testing

After analysis of the soil samples, the remaining portion of all soil samples with traceable details should be preserved by vendor until the third party referee sample testing is done. Random testing of soil sample by third party is required for quality testing and quality assurance. 1 % random referee sample pick would be collected by department official for this purpose.

Department may designate third party agency or its own officials to perform random referee testing of soil test results done by vendor. Mechanism will be developed for random
testing of 1% samples of total analyzed samples by designated agency for ensuring the quality of soil analysis. The test by third party should be done within 45 days from the receipt of soil sample from vendor after soil testing.

**9.9 Applications access to vendor for data entry and use**

Application for the generation of soil health card and crop recommendations would be made available to vendor by DFWAD, GoMP. DFWAD will ensure sufficient number of id’s with appropriate role access are provided to vendor. DFWAD will ensure that labs are created in the portal and access is provided to the labs assigned to that vendor.

**10.0 Project Governance Structure**

a) **The State Level Executive Committee (SLEC)**

The Committee shall approve the Annual Action Plan prepared by the State nodal Department. The SLEC will oversee the implementation of scheme components of the respective States through regular meetings with the nodal and other line Departments

- Oversee, monitor & review implementations of the overall programmes.
- Organise workshops, seminars and training programmes for all interest groups/associations at State level.
• Conduct independent evaluation to assess the performance of the scheme in their States.
• Set the direction for the project
• Resolve conflicts
• Ensure that the project objectives are being met effectively

b) The District Level Executive Committee (DLEC)

DLEC will be responsible for carrying forward the objectives of the scheme for project formulation, implementation and monitoring. The office of JD/DD shall be the district nodal agency.

• Build capacities of stakeholders.
• Conduct village level meetings to disseminate site specific recommendations
• Identify farmers for demonstrations and identify best nutrient management practices for selected local crops
• Allocate & plan resources which includes request for additional resources etc
• Assist in issue resolution
• Monitor & report scope variations
• Review the SLA performances and report this performance to the steering committee
• Payment processing

c) Implementation Team (IT)

• Plan the work and get it approved
• Deploy resources
• Manage and implement project
• Monitor and control project performance
• Coordinate with above teams
• Report project progress and SLA performances

11.0 Instruction to Bidders

11.1. Compliance & Completeness of Response

11.1.1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

11.1.2. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of its proposal and forfeiture of the bid EMD.
i. Failure of the Bidder to reach an agreement on the terms & conditions of the contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive bidder.

ii. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
   1. Include all documentation specified in this RFP;
   2. Follow the format of this RFP and respond to each element in the order as set out in this RFP.
   3. Comply with all requirements as set out within this RFP.

11.1.3. Even though the bidders meet the qualifying criteria, they are subject to be disqualified if they have:
   1. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
   2. A record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, delay in payment of salary to its staff deployed to client’s site, litigation history, or financial failures etc.;
   3. Submitted a bid which is not substantially responsive to the requirements stated in the tender document.
   4. Submitted a bid which is conditional.

11.2. Proposal Preparation Costs

11.2.1. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by DFWAD to facilitate the evaluation process, or all such activities related to the bid process. DFWAD will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

11.2.2. This RFP does not commit DFWAD to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award.

11.2.3. All materials submitted by the bidder become the property of DFWAD and may be returned at its sole discretion, provided, any materials which are identified as “Proprietary and Confidential Material of Bidder” shall remain the property of such bidder and DFWAD shall maintain confidentiality of such materials.
11.3. Signing of Communication to DFWAD

All the communication to DFWAD including this RFP and the bid documents shall be signed on each page by the authorized representative of the bidder and authority letter should be attached with the bid.

11.4. Cost of RFP

The RFP document fee is Rs 10,000/- to the bidders. The soft copy may be downloaded from the department website [http://www.mpkrishi.mp.gov.in](http://www.mpkrishi.mp.gov.in) or MP E-procurement website: [http://mperproc.gov.in](http://mperproc.gov.in). The RFP must accompany a non-refundable amount of Rs. 10,000/- (Rupees Ten Thousand only) as tender fee in the form of e-payment through e-procurement portal [https://www.mpeproc.gov.in](https://www.mpeproc.gov.in).

11.5. Transfer of RFP

The RFP Document is not transferable to any other bidder.

11.6. Pre-Bid Meeting

DFWAD, GoMP will host a Pre-Bid Meeting as per the schedule given in this RFP. It is not mandatory for all bidders to attend this meeting. All those who have obtained bidding document can participate in pre-bid meeting to seek clarification on the bid if any. The interested bidders submitted their queries on [dagst@mp.gov.in](mailto:dagst@mp.gov.in) on or before the pre-bid meeting date as per format provided in RFP.

11.7. Bidder inquiries and DFWAD response

11.7.1. All enquiries / clarifications from the bidders, related to this RFP, must be directed in writing exclusively to the contact person notified in this RFP document.

11.7.2. The preferred mode of delivering written questions to the aforementioned contact person would be through email. Telephone calls will not be accepted. In no event will DFWAD be responsible for ensuring that bidders’ inquiries have been received by DFWAD.

11.7.3. DFWAD will endeavor to provide a full, complete, accurate, and timely response to all questions. However, DFWAD makes no representation or warrants as to the completeness or accuracy of any neither response, nor does DFWAD undertake to answer all the queries that have been posed by the bidders. The responses to the queries from all bidders and subsequent corrigendum, if any would be uploaded on website as mentioned above. Bidders are requested to visit the websites for updates on the RFP.

11.7.4. No request for clarification from any bidder shall be entertained after the issue of
Pre-bid clarifications and amendments and beyond the date & time of acceptance of written Pre-bid queries.

11.8. Clarification on Bid Document

11.8.1. A prospective bidder requiring any clarification of the bid documents may notify DFWAD contact person. Written copies of the DFWAD response (including a response of the query but without identifying the source of inquiry) will be published on department websites as mentioned above.

11.8.2. No clarification from any bidder shall be entertained after the close of date and time for seeking clarification mentioned in tender call notice. It is further clarified that DFWAD shall not entertain any correspondence regarding delay or non-receipt of clarification.

11.8.3. In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

11.9. Address for Clarification

Mr. B. M. Sahare  
Additional Director,  
Second Floor, Vindhyachal Bhavan  
Bhopal- 462004, Madhya Pradesh  
Email: dagst@mp.gov.in  
Website: http://www.mpkrishi.mp.gov.in

11.10. Amendment of Bid Document

At any time prior to the deadline for submission of bids, DFWAD for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bid documents by amendment. All prospective bidders those have received the bid documents will be notified of the amendment through uploading on website and such modification will be binding on all bidders. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the DFWAD, at its discretion, may extend the deadline for the submission of bids. It is vital that bidders read and fully understand all the requirements included in the RFP.

11.11. General Instructions

11.11.1. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the propose project needed to meet the requirements.
Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.

11.11.2. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by DFWAD on the basis of this RFP.

11.11.3. No commitment of any kind, contractual or otherwise shall exist between the parties unless and until a formal written contract has been executed by DFWAD. Any notification of preferred bidder status by DFWAD shall not give rise to any enforceable rights by the Bidder. DFWAD may cancel this public procurement at any time prior to a formal written contract being executed by DFWAD.

11.11.4. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

11.11.5. Department of Farmer Welfare and Agriculture Development (DFWAD), Government of Madhya Pradesh (GoMP), reserves the right to accept or reject any proposal, and to entire bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders.

11.11.6. Post contractual confirmation, DFWAD, GoMP reserves the right to cancel whole or a part of project after giving formal notice to bidder. However, DFWAD may do so without assigning any reason thereof.

11.11.7 All required documents with all annexures must be submitted with page numbers

11.12. General Eligibility

11.12.1. This invitation for bids is open to all Indian firms who fulfil Pre-Qualification criteria.

11.12.2. Bidders marked /considered by DFWAD, GoMP to be ineligible to participate for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.

11.12.3. Breach of general or specific instructions for bidding, general and special conditions of contract with DFWAD/GoMP or any of its user organizations may make a firm ineligible to participate in bidding process.

11.12.4. Selected bidder shall not outsource the core functions to third party. The selected bidder shall not outsource the non-core work to any other 3rd Party without the prior consent of DFWAD, which shall not be unreasonably withheld. Any violation may invite imposition of sanctions, which shall include forfeiture of the security deposit, revocation of bank guarantees and termination of the Contract for default.

11.13. Bid Validity

All the bids must be valid for a period of 180 days from the last date of submission of the tender for execution of Contract Agreement. However, the quoted rates should be valid for the initial/ extended period of the contract from the effective date of the Contract
Agreement. No request will be considered for price revision during the contract period of two years.

11.14. **DFWAD right to modify submission deadline**

DFWAD may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an corrigendum or by intimating all bidders who have been provided the proposal documents, in writing or by facsimile, in which case all rights and obligations of the project and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

11.15. **DFWAD right to terminate the process**

11.15.1. DFWAD may terminate the RFP process at any time and without assigning any reason. DFWAD makes no commitments, express or implied, that this process will result in a business transaction with anyone.

11.15.2. This RFP does not constitute an offer by DFWAD. The bidder's participation in this process may result in DFWAD selecting the bidder to engage in further discussions toward execution of a contract. The commencement of such discussion does not, however, signify a commitment by DFWAD to execute a contract or to continue discussions. DFWAD may terminate discussions at any time without assigning any reason.

11.16. **Earnest Money Deposit (EMD)**

11.16.1. EMD of Rs 15,00,000 / for each cluster in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee from any of the commercial banks in favor of Director, Department of Farmer Welfare and Agriculture Development, Madhya Pradesh and payable at Bhopal, Madhya Pradesh and should be valid for 6 months from the due date of RFP.

11.16.2. The EMD shall be in Indian Rupees only.

11.16.3. No interest will be payable to the bidder on the amount of the EMD.

11.16.4. Unsuccessful bidder’s EMD will be discharged/ returned as promptly as possible, but not later than 30 days after the award of the contract to the selected Bidder.

11.16.5. The bid security of the successful bidder will be returned when the bidder has signed the Agreement and furnished the required Performance Bank Guarantee.

11.16.6. The EMD may be forfeited:

   I. If a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or

   II. In the case of a successful bidder if the bidder fails to sign the contract for any reason directly attributable to the bidder or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.

   III. Bids submitted without adequate EMD will be liable for rejection.
IV. Bids Submitted with EMD not Valid in the specified period will also be rejected
V. During the bid process, if any information is found wrong / manipulated / hidden in the bid. The decision of DFWAD regarding forfeiture of the EMD and rejection of bid shall be final & shall not be called upon question under any circumstance

12.0 Instruction to Bidders

12.1 Bidding Procedure

I. This invitation for bids is open to all Indian firms who fulfil prequalification criteria as specified in the various sub sections of this RFP.

II. Bidders declared by DFWAD to be ineligible to participate for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
III. Breach of general or specific instructions for bidding, general and special conditions of contract with DFWAD or any of its user organizations during the past 3 years may make a firm ineligible to participate in bidding process.

IV. There will be a separate tender for each cluster. Bidders will bid separately for each cluster. Any bidder may bid separately for more than one clusters.

V. Any specific Company can submit only one bid in a cluster, and a single company submitting more than one bid in a same cluster shall be disqualified and liable to be black-listed by the Department.

VI. Invited Bidders are advised to study this Tender document carefully. Submission of Bid for the Project shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. Vendor may visit the labs to be assigned to that cluster before submission of the bid for further understanding.

12.2 Procedure for Submission of Bids

12.2.1 Tender Processing Fees:

Bidder can download the tender document from the portal (http://www.mpeproc.gov.in). Bidder shall pay tender processing fees prescribed in the e-Procurement portal to participate in this tender. Bidders will have to bid separately for each cluster. If a bidder is interested in bidding for more than one cluster (can bid for all five clusters) then there will be a separate bid for each cluster. For each such separate bid, the bidder will have to pay separate tender fees.

The tender processing has to be paid through any of the following e-payment options in the portal:

- Credit Card
- Direct Debit
- Internet Banking

Please note that tender fees submitted through cheque or demand draft shall not be accepted. Further details regarding e-Payment, please refer to e-Procurement portal at the above mentioned website or call e-procurement helpline number 18002588684.

Note: It will be in the interest of the bidders to familiarize themselves with the e-Procurement system to ensure smooth preparation and submission of the tender documents.

12.3 Modes of Submission

Firms will have to deposit an Earnest Money Deposit (EMD) to Director Farmer Welfare and Agriculture Development Bhopal Madhya Pradesh in the offline mode only. The bidder
should enclose EMD of Rs 15, 00,000 /- in form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee from any of the commercial banks in favor of “Director, Department of Farmer Welfare and Agriculture Development, Madhya Pradesh and payable at Bhopal, Madhya Pradesh” and should be valid for 6 months from the due date of RFP.

EMD must be submitted at Department of Farmer Welfare and Agriculture Development, Vindhyachal Bhawan, Bhopal by Last date & time for submission of bid as prescribed in the tender document.

Bidders will have to bid separately for each cluster. If a bidder is interested in bidding for more than one cluster (can submit for all five clusters) then there will be a separate bid for each cluster. For each such separate bid, the bidder will have to pay separate EMD. Companies shall submit the tenders only through the unified e-Procurement system before the scheduled date and time for bid submission. Tenders cannot be submitted after the due date and time. Incomplete and draft bids shall not be considered. DFWAD will not be liable or responsible for any glitches such as unavailability of the portal, the internet link or any other technical issues.

All the bid documents shall be filled by the bidder and submitted along with other bid documents. Incomplete and incorrect documents may lead to rejection of the bid.

12.4 Authentication of Bid
The hard copies shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. A letter of authorization shall be supported by a written power of attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be signed and stamped by the person or persons signing the bid.

12.5. Language of Bids
The bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and DFWAD, shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

12.6 Bid Validity
The bid validity period shall as indicated in the bid document. A bid having validity for shorter period shall be treated as non-responsive and rejected.
12.7 **Deadline for submission of Bids**

The DFWAD, at the address specified in the Bid Document not later than the date and time indicated in bid document, must receive bids. DFWAD may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents, in which case all rights and obligations of the DFWAD and Bidders will thereafter be subject to the deadline as extended.

12.8 **Late Bid**

Any bid received by DFWAD after the bid submission deadline prescribed in the Bid Data Sheet shall be rejected and returned unopened to the bidder.

12.9 **Withdrawal of the Bids**

The Bidder may withdraw their bids after submission provided DFWAD receives information one day prior to the deadline date prescribed for bid submission receives a written consent. No bid can be withdrawn after expiry of time allowed for withdrawal of bid till bid validity period. Withdrawal of bid during this prohibited period will result in forfeiture of bid security (EMD).

12.10 **Disqualification of bids**

DFWAD may at its sole discretion and at any time during the processing of tender, disqualify any bidder from the tendering process if the bidder has:

12.10.1 Submitted the tender after the prescribed date and time of submission of bids.
12.10.2 Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
12.10.3 If found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
12.10.4 Submitted bid document, which is not accompanied by required documentation will be considered as non-responsive.
12.10.5 Failed to provide clarifications related thereto, when sought.
12.10.6 If the technical offer contains any price information the offer will be summarily rejected.
12.10.7 Conditional bids will be summarily rejected.
12.10.8 Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.
12.10.9 If bidder submit more than one bid in same cluster, bidder is liable for rejection.

12.11 **Opening of Bids**

The tenders submitted up to specified time limits will be opened by an officer/ committee authorized by DFWAD, GoMP, in the presence of those Bidders or their representatives who
may be present at the time of opening and choose to attend. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal.

The bidder representatives who are present shall sign a register/sheet evidencing their attendance.

12.12 Clarification of Bids during Evaluation
During evaluation of the bids, DFWAD may, at its discretion, ask the bidder for clarification of its bid content and seek information.

12.13 Preliminary Examination of the Bids
Preliminary scrutiny will be made to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words will prevail.

Prior to the detailed evaluation, DFWAD will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the requirements, pre-conditions, and technical specifications of the bidding documents without material deviations.

If a bid is not substantially responsive, it will be rejected by DFWAD and may not subsequently be made responsive by the bidder by correction of the nonconformity.

12.14 Rights to Accept or Reject any or all Proposals
DFWAD reserves the right to accept or reject any proposal, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for DFWAD action.

12.15 Bid Prices
The bidder shall express their bid price for the information system using the price schedule form provided in the bidding documents. All costs and charges related to the bid shall be expressed in Indian Rupees. Any increase in the minimum wages as per labour department’s circular will be borne by the bidders.
12.16 Substantially Responsible Bids

A substantially responsive bid is one, which conforms to all the requirements, and specifications of the Request for Proposal. Any attempt by a bidder to influence it’s the bid evaluation process may result in the rejection of the bidder's bid.

12.17 Bid Opening and Evaluation

12.17.1 Bid Evaluation Committee

The bid evaluation committee constituted by DFWAD shall evaluate the tenders. The decision of the bid evaluation committee in the evaluation of the Technical and Commercial bids shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the committee.

12.17.2 Overall Evaluation

- Bid evaluation committee will evaluate and compare the bids determined to be substantially responsive. It is bid evaluation committee’s intent to select the proposal that is most responsive to the project needs and each proposal will be evaluated using the criteria and process outlined in this section.
- Pre-qualification and Technical bids shall be examined by the bid evaluation committee with respect to compliance, completeness and suitability of the proposal to the project and only the bids which are in compliance to the requirements mentioned in the RFP shall be considered as technically qualified.
- The bid evaluation committee reserves the right to reject any or all proposals on the basis of any deviations.
- Total bid evaluation: Only the commercial bids of those bidders qualified in the Pre Qualification, Technical Evaluation shall be opened. Commercial bids of the other bidders will not be opened.
- The evaluation shall be strictly based on the information and supporting documents provided by the bidders. It is the responsibility of the bidders to provide all supporting documents as listed in Forms necessary to fulfil the mandatory eligibility criteria.

12.17.3 Evaluation of Pre-Qualification bids & Technical bids

Before this stage, the evaluation committee will check if the bidder has processed the Tender fees through the E-procurement portal and must have submitted EMD through offline mode as prescribed in the RFP.

Pre-qualification bid documentation shall be evaluated as under:

1. The documentation furnished by the bidder will be examined prima facie to see if the
Company’s capacity, skill base and other Bidder attributes as claimed therein are consistent with the needs of this project.

2. DFWAD may ask bidder(s) for additional information, and/or arrange discussions with their professional, technical faculties to verify claims made in bid documentation. If the bidder fails to submit the additional supporting documents, the Pre Qualification bid shall be rejected.

The evaluation of the Technical bids will be carried out in the following manner:

i. The Technical Bids will be evaluated after only the pre-qualified bidders will be opened.

ii. The bidders’ technical solution proposed in the bid document shall be evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in this document. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. detailed project citations and completion certificates, client contact information for verification, profiles of project resources and all others) as required for technical evaluation.

iii. Technical Presentations: Each bidder has to make a Technical Presentation which is claimed as experience to the Project Evaluation Committee at a date, time and venue as informed by DFWAD

iv. Following will be the technical evaluation scheme:

1. Each Technical Bid will be assessed for technical score on a scale of 1 (minimum) to 100 (maximum) points. Only the bidders, who score a total Technical score of 65 (Seventy) or more, will qualify for the evaluation of their commercial bids.

2. The bidder with less than 65 score in technical evaluation will be treated as non-responsive.

3. The technical evaluation of the bid will be based on the bidder’s response to the requirements as mentioned in the RFP, which will include the Technical Specifications mentioned in RFP. The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.

Technical bid documentation shall be evaluated as below:

1. The Technical Bids shall be examined with respect to compliance, completeness and suitability of the proposal to the RFP requirements and only the bids which are in compliance to the requirements mentioned in the RFP shall be considered as technically qualified. The Bidder should provide the information in the technical bid as per the criteria mentioned. The information furnished by the bidders in the technical bid shall be the basis for this evaluation. Each proposal will be examined according to the Project objective, scope of work and understanding of the project and bidders approach to the solution.

Parameters for technical evaluation-Technical Ranking Table
<table>
<thead>
<tr>
<th>S.No</th>
<th>Technical Parameters- Criteria</th>
<th>Maximum Score</th>
</tr>
</thead>
</table>
| 1    | The Bidder (Company/Society/Firm) registered in India at the submission of bid since last 10 (Ten) years >= 10 Years (10 marks)  
One additional mark for each additional year of experience beyond 10 years, up to a maximum of 15 marks                                                                                                                                                                                                                   | 15 Marks       |
| 2    | The firm / Company/Consortium having ISO 9001 or above certificate for its soil / water testing labs & for specific scope as described above  
• ISO: 9001:2008 – 5 Marks  
(Additional 2 marks each for the following certification worth max 10 marks)  
• ISO: 14001: 2008  
• ISO: 18001: 2008  
• ISO: 27001: 2008                                                                                                                                                                                                                                             | 10 Marks       |
| 3    | Minimum audited average annual turnover of Rs.50 Crores in the last 3 years (Financial Year 2013-14, 2014-15 and 2015-16 ) from testing of soil or water samples & GIS related work                                                                                                                                                                                                                         | 15 Marks       |
| 4    | The experience of bidder for executing at least one projects involving 50000 sample testing soil and / or water for Central Government /State Government/PSU  
= 1 Project of greater than 50000 samples (10 marks)  
Five (5) additional mark for each additional soil / water testing project of more than 10000 samples, up to a maximum of 15 marks                                                                                                                                               | 15 Marks       |
| 5    | Qualification and competencies of the key staff for the similar assignment  
• Team leader (3)  
• Geo-chemical expert (3)                                                                                                                                                                                                                                                                               | 15 Marks       |
**Detail Technical Presentation:**

Bidder needs to submit detail technical proposal with below points

- Approach and Methodology for the project
- Governance model
- Communication plan
- Previous experiences of the similar project implemented & Challenges faced during implementation
- Manpower deployment plan with locations for the project
- Methodology and Approach for training, skills development
- High level Project implementation Plan & timelines
- Approach and Methodology for soil sample coding, soil sample collection
- Approach to Data entry and Data integrity in various applications involved
- Quality assurance and Quality control process for project
- Any other relevant information

DFWAD will assign points (quality of services score) to the technically qualified bidders based on the technical evaluation criterion mentioned & approved by committee. The commercial bids for the technically qualified bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive. The passing score in Technical stage is 65 Marks.

**12.17.4 Opening and Comparison of Commercial Bids**
1. The Commercial Bids will be opened by Committee, in the presence of Bidders’ representatives (Maximum two for each bidder) who choose to present during opening. The Bidder’s representatives who are present shall sign a register evidencing their attendance. It is not mandatory for bidders to attend the bid opening.

2. The Commercial Bid of only technically qualified bidders will be opened. Those technically qualified bidders shall be termed as Substantially Responsive. The decision of the DFWAD in this regard shall be final.

3. The Commercial Bids will be opened and compared (after the technical evaluation is completed) for those Bidders whose technical bids reach the minimum threshold standards (i.e. 65 marks).

4. Technically qualified bidder quoting “Lowest Bid Value” will be considered for selection.

5. In the event the financial bids are ‘tied’, the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

12.7.5 Commercial Bid Rejection Criteria

- Incomplete Price Bid
- Price Bids that do not conform to the Tender’s price bid format

12.18 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 award of contract is notified to the successful firm.

12.19 Corrupt Fraudulent Practices

Defines, for the purpose of this provision, the terms set forth below as follows:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process of Contract execution and

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

DFWAD will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, Contract(s).
12.20 Contract Finalization and Award Criteria

Prior to the expiration of the validity period, DFWAD will notify the successful bidder in writing or by email, that its proposal has been accepted. In case the tendering process/public procurement process has not been completed within the stipulated period, DFWAD may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder’s furnishing of Performance Bank Guarantee, DFWAD will notify each unsuccessful bidder and return their EMD.

The notification of the award shall be followed by signing of the agreement. The signing of agreement will amount to award of contract and bidder will initiate the execution of the work as specified in the agreement. At the same time as DFWAD notifies (issuing LoI) the successful bidder that its bid has been accepted, DFWAD will send the bidders the Performance Bank Guarantee (PBG) for contract, incorporating all agreements between the parties. Within 30 days of receipt of the contract, the successful Bidder shall sign and date the contract and return it to DFWAD.

12.21 Performance Bank Guarantee (PBG)

The Bidder shall at his own expense, deposit with department, within Fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled/ nationalized Bank acceptable to department, payable on demand, for the due performance and fulfilment of the contract by the bidder.

This PBG shall be for an amount equivalent to 10% of value of contract from any Scheduled Bank, in favour of Director, Department of Farmer Welfare and Agriculture Development payable at Bhopal. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the bidder. The PBG shall be valid for a period of 6 months beyond the contract period and should be in the standard format prescribed by Reserve Bank of India.

a. If the vendor fails to submit Performance bank guarantee within 15 days of notification of order, then the contract may be terminated.

b. The proceeds of the Performance guarantee shall be payable to the DFWAD as compensation for any loss/penalties/liquidated damages resulting from the vendor’s failure to complete its obligations under the contract.

c. Performance Bank Guarantee (PGB) will be 10% of 460000 (230000 first year + 230000 second year) samples as per rate provided.

d. Performance Bank Guarantee will be paid in the format (cheque/draft/online or other) as directed by the department.
e. The Performance guarantee shall be discharged by the DFWAD to the successful bidder within 60 days of the successful completion of project.

12.22 Subcontracting or Subletting of Work

i. All sub-contracting arrangements of the successful bidder must be submitted to the DFWAD prior to commencement of services by the IA.

ii. DFWAD retains the right to discontinuation of sub-contracting of activities at any time during the contract period, with a written notification to IA. DFWAD reserves its right to subject the sub-contractors to security clearances as it deems necessary and all the personnel of the subcontractor before they are appointed to the project.

12.23 Exit Management Plan

Ownership right of the project lies with the DFWAD. IA should handed over all the deliverable of the project after ending of the contract period. IA will hand over all the test results, information gathered, documents prepared, project plans in a soft copy. IA will compile and comprehend collected information hand over to the department. This process will be initiated 3 months before the ending of the project contract. In order to align both the parties on transition modalities, IA will submit a detailed Exit Management Plan before 6 months of the ending date of the contract. Exit Management Plan will include following but limited to:

i. Detailed inventory of all the condition, licenses, documents, manuals, etc. created under the Project.

ii. Intellectual property if anything developed by the IA specifically and exclusively for DFWAD, and based on the information or data owned by DFWAD, shall vest with DFWAD.

iii. Method of Transition including roles and responsibilities of both the parties to handover and takeover the charge of project regular activities and support system.

iv. Proposal for necessary setup or institution structure required at DFWAD to effectively maintain the project after contract ending.

v. DFWAD will approve this plan after necessary consultation and start preparation for transition.
13.0 General Terms and Conditions

13.1 Application Law
The contract shall be interpreted in accordance with the laws of the Govt. of India and the Government of M.P.

13.2 Termination

13.2.1 Termination for Default
1. DFWAD may, without prejudice to any other course of action, for breach of contract, by written notice of 30 days to the IA, terminate the agreement in whole or in part, if:

a. IA fails to perform any or all of the obligations within the time period(s) specified in the agreement or any extension thereof granted, by Competent Authority from DFWAD.

b. The quality of the delivery of various tasks is not up to the satisfaction of the DFWAD.

c. IA fails to perform any other obligation under the agreement.

2. In the event of the Competent Authority terminating the contract in whole or in part, pursuant to clause above, the DFWAD may procure at IA’s risk and cost upon such terms and in such a manner as it deems appropriate, services similar to those remaining undelivered. The IA shall be liable to pay for any excess costs incurred by the Competent Authority for such procurement at his risk and cost. However, the IA shall continue with the performance of the contract to the extent not terminated.

3. The IA shall stop the performance of the contract from the effective date of termination and hand over all the reports studies etc. to DFWAD for which payment has been made. No consequential damages shall be payable to the IA in the event of termination.

4. In case of termination of contract as mentioned in Clause above, Bank Guarantee furnished by the IA by way of Performance Security shall stand forfeited.

13.2.2 Termination for Convenience
DFWAD, by prior written notice sent to the IA at least one month in advance, may terminate the contract, in whole or in part thereof, at any time for its convenience. The notice of termination shall specify that termination is for the DFWAD convenience and also the extent to which performance of the IA under the contract is terminated, and the date on which such termination becomes effective. No consequential damages will be payable to the IA in the event of such termination. However Upon such termination, IA shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by IA as are permitted by the DFWAD. In case of Termination of Convenience, DFWAD shall release the Performance Bank Guarantee submitted by IA.
13.2.3 Termination for Insolvency
DFWA may at any time terminate the contract by giving notice to the IA, if the IA becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the IA, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the DFWA.

13.2.4 Termination based on poor quality
The DFWA official will test referee sample to assure the quality of work perform by the bidder. The department will also monitor progress report of the project to ensure the project objectives and goals are being met. If any of the below mentioned condition occurs, department has full right to terminate the contract and fortifies performance bank guarantee of that bidder and may blacklist the bidder.

a. If referee samples fail by more than 15 percent of all the referee samples collected in that quarter

b. If SLA’s are missed for consecutive three months

13.3 Corrupt or Fraudulent Practices
1. DFWA requires that the IA must observe the highest standard of ethics during the performance and execution of this contract. For this purpose the following definitions of unethical behaviour will be assumed.

a. "Corrupt practice" means offering, giving, receiving or soliciting of anything in value or favour to influence the action of a public official in contract executions, and

b. "Fraudulent practice" means a mis-representation of facts in order to influence execution of a contract to the detriment of the interests of the DFWA.

2. In case of any Bidder being found to be indulging in unethical practices, DFWA may terminate the contract and take legal action against IA as well as recover amount of liquidated damage.

13.4 Data Protection
1. In the course of providing the services, the IA may be compiling, processing and storing proprietary data relating to the users. The IA is responsible for complying with its respective obligations under the applicable data protection laws and regulations governing the proprietary Data.

2. The IA is required to follow the best practices for the data security regarding all the data made available to them.

3. The IA shall not transfer any Data in any format unless otherwise authorized by the Competent Authority of DFWA in this regard.
13.5 Confidentiality

1. IA will come into possession of confidential public records. IA shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto. IA would be required to sign a Non-Disclosure Agreement with DFWAD as per format prescribed in Annexure Format 9.

2. Additionally, the IA shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems, during implementation or after completion of the project.

3. Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.

4. DFWAD shall retain all rights to prevent, stop and if required take the necessary punitive action against the IA regarding any forbidden disclosure.

5. The IA shall ensure that all its employees execute individual nondisclosure agreements, which have been duly approved by DFWAD with respect to this Project.

6. The aforesaid provisions shall not apply to the information:
   
a. Already in the public domain;

b. That has been received from a third party who had the right to disclose the aforesaid information;

c. Disclosed to the public due to a court order.

13.6 Force Majeure

1. For purposes of this clause “Force Majeure” means an event beyond the control of the IA and not involving the IA’s fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. The decision of the DFWAD regarding Force Majeure shall be final and binding on the IA.

2. Notwithstanding anything contained in the Bid Document, the IA shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

3. If a Force Majeure situation arises, the IA shall promptly notify to the DFWAD in writing, of such conditions and the cause thereof. Unless otherwise directed by DFWAD in writing, the IA shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. DFWAD may terminate this agreement by giving a written notice of
13.7 Resolution of Disputes

1. DFWAD and the IA shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute that may arise between them under or in connection with the Contract. If, after 30 days from the commencement of such informal negotiations, the DFWAD and the IA are unable to resolve, amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in the Clause below.

2. In all matters and disputes arising there under, the M.P. State Arbitration Tribunal shall be the sole arbitrator to decide the claim and its decision shall be final and binding on both the parties. However, during the period of doubt, disagreement or dispute, the IA shall ensure that the Project works in a normal way. Such doubts, disputes and disagreement shall not give any reason or freedom to the IA to interfere in or prevent normal functioning of the Project.

3. All Disputes arising shall be subject to the jurisdiction of Bhopal and shall be governed by the law of India. DFWAD reserves the right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of the DFWAD shall be deemed final.

13.8 Taxes and Duties

The responsibility of obtaining all the necessary statutory clearances lies with the IA. The IA shall be solely responsible for all taxes, duties, license fees, octroi etc. regarding all the items needed for completion of work assigned to him.

13.9 Local Conditions

1. The IA shall be deemed, to have exhaustively examined the Bid Document, to obtain all information and clarifications on all matters whatsoever, that might affect the carrying out of the work and to have satisfied himself as to the adequacy of the Bid. The IA is deemed to have known the scope, nature and magnitude of the work and as to all work he has to complete in accordance with the contracts, whatever be the defects, omissions or errors that may be found in the Bid document.

2. The IA shall be deemed to have acquainted himself of Government of India's and Government of Madhya Pradesh taxes & duties, Laws, statutes, regulations, levies and other charges.
3. Any negligence or omission or failure on the part of the IA in obtaining necessary and reliable information as stated above or on any other matter affecting the IA shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the Bid Document.

13.10 Notices

Any notice, request or consent required or permitted to be given or made in this contract shall be in writing. Any such notice/ request shall be deemed to have been given or made when delivered in person to the authorized representative of the party to whom the communication is addressed, or sent by registered mail or email to such party.

13.11 Limitation of Liabilities

Neither party shall be liable to the other for any indirect, incidental, consequential, exemplary or punitive damages whether in contract, tort or other theories of law.

The total cumulative liability of SI arising from or relating to this Contract shall not exceed the Total Contract Value, which gives rise to such liability provided, however, that this limitation shall not apply to any liability for damages arising from:

a) Wilful misconduct, or

b) Indemnification against third party claims; or

c) Gross negligence.

13.12 Rejection of Bid

Bidder must follow the instructions provided in this RFP. They must respond in the formats given in this RFP. Various sections detail out the process and conditions for rejection. Following are few examples of situation that may lead to rejection of bid.

a) Bid not submitted in as specified in the RFP document

b) Bid response not submitted in the standard formats provided in RFP document

c) Any effort by a Bidder to influence DFWAD, GoMP in its decisions on bid evaluation, bid comparison or contract award

d) Any false declaration by the bidder during or after the bidding process would result in blacklisting of the bidder, forfeiture of entire EMD

e) Incomplete bids, incomplete response

f) Are found with suppression of details

g) With incomplete information, subjective, conditional offers and partial offers submitted
h) Have non-compliance of any of the clauses stipulated in the Tender
   
i) With lesser validity period

13.13 Insurance:

a) The responsibility of maintaining of instruments, care of glassware and safety of chemicals, etc within the relevant Soil Testing Laboratory will be resting with the service provider. The service provider will have to take equipment insurance for any loss to equipment provided in the lab. If any great damage takes place within the Soil Testing Laboratory, the service provider will be responsible to compensate the loss.

b) Service provider has to take necessary insurance for fire and natural calamities damage for the group of laboratories.

c) The service provider shall be responsible to take insurance cover against the workers on the job. If the rules demand to pay the E.S.I or Provident Fund for the workers on job work, the Service provider shall have to pay them without fail.

13.14 Work on hold

It is clarified to the service provider that they cannot claim any kind of compensation from the Department of Agriculture, if the service contract work is stopped for some time or for long time due to any natural cause such as earth quake or fire or due to human errors such as non-availability of materials or non-functioning of machinery in the soil testing Laboratory.

If the work stops due to any natural calamity such as fire, earthquake, storm, or due to physical calamity such as lack of materials, breakdown of machinery, staggering power cuts by concern electricity board, and if the worker suffer due to it, whatever compensation shall have to be paid to the worker under the provisions of industrial dispute act 1947, the service provider shall have to pay. In any case, department of Agriculture cannot be held responsible for the payment of any type of compensation to a worker of the service provider. Therefore, the department of Agriculture will not pay compensation to anybody.

13.15 Laboratory handover takeover

Once the vendor gets the consent letter from DFWAD to start using Department Laboratories, vendor will prepare a list of available items and instruments in soil testing laboratory with brief description of condition of items and have it reviewed by DFWAD official within 7 (seven) working days. Both Vendor and Department will keep a formally reviewed copy of this document. This document would be referred to review the conditions of instruments and Laboratory items when vendor hands over the Laboratory back to DFWAD.
13.16 **Consortium**

In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favor of the Lead Member in the format at Appendix.

Change in composition of the Consortium

1) Where the Bidder is a Consortium, change in composition of the Consortium may be permitted by the Authority during the Bid Stage, only where:

- the Lead Member continues to be the Lead Member of the Consortium;
- the substitute is at least equal, in terms of Technical Capacity or Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and
- the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/Associate of any other Consortium bidding for this Project.

2) Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing. The Bidder must submit its application for change in composition of the Consortium no later than 15 (fifteen) days prior to the Bid Due Date.

3) The modified/reconstituted Consortium shall submit a revised Jt. Bidding Agreement and a Power of Attorney, substantially in the form at Appendix-IV, prior to the Bid Due Date.

4) The option of change in composition of the Consortium which is available under Clause 2.2.1 may be exercised by any Bidder who is either a Consortium or a single entity. In the case of a single entity Bidder adding a Consortium Member at the Bid Stage, the single entity Bidder shall be the Lead Member of the Consortium. Provided, however, that no member of such Consortium shall be a Bidder or the member of a Consortium which has been pre-qualified.

A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
(i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.1.14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(ii) a constituent of such Bidder is also a constituent of another Bidder; or

(iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

(iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or
such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

14.0 Terms of Payment

a. The payment will be made on the basis of number of valid Laminated soil health cards with recommendations delivered to DFWAD designated Official. The number of cards delivered each month should be as per schedule and plan as agreed upon by the DFWAD and the Selected Bidder at the time of signing the Contract.

b. The payment will be made on monthly basis after receipt of the bill on the basis of number of valid SHCs generated from soil test results.

c. Each vendor will have to test and generate minimum 230000 samples SHCs in a year in the selected cluster. The vendor may test samples more than 230000 in an year as per the requirements of DFWAD. The payment amount to the vendor will be calculated based on the total number of cards generated, with ten copies for each generated card.

d. The Selected bidder shall satisfactorily perform work as specified under the Tender to the DFWAD. The requisite payment will be released by the DFWAD upon receipt of the Invoice which would be verified from the Number of test results entered and SHCs generated from SHC portal.

e. The invoice/bill for the month need to be sent within 7 days for the prior billing month with completion of the duly including copies of remittance of PF, ESIC and other statutory dues every month. **TDS as applicable will be deducted from the invoice raised every month.**

f. If SLA’s defined in this RFP are missed, deductions would be done and quarterly payment would be accordingly adjusted.

g. In case of any SLA violation, any penalty incurred will be discussed with the concerned DDA and ASTO each time of such violation. If the SLA missed for reasons which are beyond vendor’s control and if the DDA and ASTO are satisfied with the given reasons then the incurred penalty could be waived off as directed by the concerned DDA and ASTO.

h. Payments will be made by DFWAD as per actual card generated.
### 15.0 SLA and Performance

#### 15.1 SLA and Penalty

<table>
<thead>
<tr>
<th>Services Offered</th>
<th>Service Level</th>
<th>Penalties</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of SHCs generated each month as per baseline</td>
<td>Vendor will prepare a detail plan and get it approved from DFWAD. Vendor should print valid SHCs as per baseline plan.</td>
<td>Number of SHCs generated in a month are&lt;br&gt;95% of planned number = no penalty&lt;br&gt;95% to 85% of planned number = Rs 1,00,000&lt;br&gt;85% to 75% of planned number = Rs 2,00,000&lt;br&gt;Less than 75% of planned numbers = Rs 5,00,000</td>
</tr>
<tr>
<td>plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 % referee sample testing</td>
<td>As mentioned in this RFP, random soil samples will be tested in the field.</td>
<td></td>
</tr>
</tbody>
</table>
selected from the soil samples on which IA has performed its soil testing. These random samples would be used for referee sample testing for quality assurance of soil testing performed by vendor.

**Note:** 1. Referee sample tested for quality assurance will be declared failed if the deviation of more than 10% is found in any tested component between the soil test results tested by DFWAD officials and soil test results of Bidder. Re-testing of failed lot of soil samples will be done free of cost by bidder.

2. Total Soil samples collected will be divided into a lot of 5000 samples
3. 1% referee sample from each lot (from 5000 samples) will be selected randomly for soil testing by DFWAD officials.
4. If less than 10% of referee samples collected from any lot fail, then referee failed samples will be retested.
5. A Lot from which referee sample has been collected will be declared a failed lot, if 10% of referee samples collected from that lot fail.
6. If lot fails, vendor will need to re-test that particular lot (total 5000 samples) free of cost and provide ten copies of each SHC at block level at no additional cost.
7. If in any cluster, 30% of referee samples fail quality test, department will issue show cause notice for poor quality and will have right to terminate the contract and forfeit PGB.
8. In case of any SLA violation, any penalty incurred will be discussed with the concerned DDA and ASTO each time of such violation. If the SLA missed for reasons which are beyond vendor’s control and if the DDA and ASTO are satisfied with the given reasons then the incurred penalty could be waived off as directed by the concerned DDA and ASTO.
9. If bidder is a consortium both partners will be held for any defective or poor quality services.

15.2 **Performance Measurement**

The DFWAD official at district and state level would monitor the performance of the Vendor & project on the following parameters:

- a. Milestone – Project start, deployment, Soil sample collection, Soil sample testing, Data entry, SHC generation etc
  - b. Compliance to agreed project plan and PMS progress report
  - c. Number of valid SHCs printed
  - d. Quality of testing, result of referee sample testing from randomly selected soil samples
A monthly report on the same would be provided to the DFWAD official at district and state level for the payment processing.

Officials of DFWAD, may randomly check the Labs with vendor, Vendors soil sample testing process or any other related activity.

If any irregularities are found, or if DFWAD is not satisfied with the performance of vendor, DFWAD may terminate the contract at any stage of the project.

16.0 ANNEXURES

16.1 Format 1: Compliance Sheet for Pre-qualification Proposal

Ref: RFP for Selection of Implementing Agency for Soil Health Card Project in Madhya Pradesh.

Name of the Company/Firm:
Name of Person(s) Representing the Company/Firm:
Cluster Number:

<table>
<thead>
<tr>
<th>S. No</th>
<th>Specific Requirements</th>
<th>Document Requirements</th>
<th>All page numbers and Flags/Index details of supporting documents</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The bidder should have an at least average annual turnover of Rs. 50 Crore (Minimum) in the last three financial years of 2013-14,</td>
<td>Extracts from the audited Balance sheet and Profit &amp; Loss;</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
2014-15 and 2015-16 from testing of soil and/or water. Copy of the audited balance sheet and Profit & Loss Accounts for the financial year 2013-14, 2014-15 and 2015-16 should be provided along with CA certificate to certify that the turnover is from composition testing of sample.

In case of consortium the member firms must have minimum average annual turnover of not less than Rs 50 Crore in totality turnover for the last three years as mentioned above.

<table>
<thead>
<tr>
<th>a) The agency should have its own Soil and/or water testing and analytical laboratory which was established at least before ten years.</th>
</tr>
</thead>
<tbody>
<tr>
<td>b) The bidder should have executed contracts of testing of soil and/or water for any state govt in India or for a central govt or govt undertaking in India for the sample size of minimum 50000 water and/or soil samples in a single work order in last 10 years from March 2016. Bidder should have specific experience of GPS/GIS mapping of soil and/or water testing or any such work in govt sector, should not be less than 50000 samples in a single work order in last five years from March 2016. Relevant experience of contract shall be proof of establishment should be attached. Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the Client (Certified by the Statutory Auditor)</td>
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<tr>
<td>supported with work order and completion certificate and evidence for GPS/GIS mapping of project.</td>
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<tr>
<td>4</td>
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<tr>
<td>5</td>
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<tr>
<td>6</td>
</tr>
</tbody>
</table>
been blacklisted by any State/Central Govt. body/Public Sector Undertaking at any point of time in India.  

letter "Not Being Blacklisted" should be attached by the bidder.  

| 7 | The Bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this RFP | Self declaration letter regarding "Not Being Involved in Major Litigation which compromise RFP" should be attached by the bidder |

Signature of the Bidder  
With stamp and date
### 16.2 Format 2: Document Checklist

<table>
<thead>
<tr>
<th>Sno</th>
<th>Particulars</th>
<th>Type</th>
<th>Submitted (Yes/No)</th>
<th>Page No. of supporting documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compliance Sheet for Pre-Qualification Proposal (Annexure Format – 1)</td>
<td>Pre-qualification Criteria</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Pre qualifying supporting documents</td>
<td>Pre-qualification Criteria</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Filled checklist</td>
<td>Pre-qualification Criteria</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Bid Security Form (Annexure Format – 11)</td>
<td>Technical Proposal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Technical Bid Covering Letter duly signed by authorized signatory (Annexure Format – 3)</td>
<td>Technical Proposal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Duly signed Bidder Details Form (Annexure Format – 4)</td>
<td>Technical Proposal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Duly signed declaration of acceptance of terms and condition in RFP (Annexure Format – 5)</td>
<td>Technical Proposal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Detailed Technical Presentation covering all points as mentioned in RFP</td>
<td>Technical Proposal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Performance Bank Guarantee Format (Annexure Format - 8)</td>
<td>Technical Proposal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Non Disclosure Agreement (Annexure Format - 9)</td>
<td>Technical Proposal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Certificate for deploying qualified professionals (Annexure Format - 14)</td>
<td>Technical Proposal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Certificate for soil testing experience (Annexure Format - 15)</td>
<td>Technical Proposal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Declaration for PMS</td>
<td>Technical Proposal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Both power of attorney Annexure, in case of consortium</td>
<td>Technical Proposal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Commercial Bid (Annexure Format - 10)</td>
<td>Commercial Bid</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of the Bidder
With stamp and date
16.3 Format 3: Technical Bid Covering Letter (in firm / company letter head)

To,

The Director,
Department of Farmer Welfare and Agriculture Development,
Government of Madhya Pradesh,
2nd Floor, Vindhyachal Bhawan,
Bhopal (M.P.) – 462 004.

Subject: Selection of an Implementing Agency for Soil Health Card Project in State of Madhya Pradesh for cluster number........

Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect to the Selection of an Implementing Agency for Soil Health Card Project at Department of Farmer Welfare and Agriculture Development in State of Madhya Pradesh do hereby propose to provide our services as specified in Tender.

1) Technical Response
We confirm having submitted the information as required by you in your Request for Proposal document. This is enclosed in Section -- to Section -- of our technical bid. In case you require any other further information/documentary proof in this regard for evaluation of our bid, we agree to furnish the same in time to your satisfaction.

2) Bid Security
We have paid an EMD <INR> in form of < Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee > in favor of Director, Department of Farmer Welfare and Agriculture Development, Madhya Pradesh and payable at Bhopal, Madhya Pradesh and is valid for 6 months from the due date of RFP. This EMD is liable to be forfeited in accordance with relevant provisions of the RFP.

3) Deviations
We declare that all the services shall be performed strictly in accordance with the bid documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statements, irrespective of whatever has been stated to the contrary any-where else in our bid: Statement of Deviations on technical, commercial and terms and condition.

Further, we agree that additional conditions, if any, found in the bid documents, other than those stated in deviation schedule, shall not be given effect to.
4) Performance Bank Guarantee
We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee in the form prescribed in the RFP.

5) Validity of this Bid
We agree to abide by this tender response for a period of 180 days from the date of submission of the bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and DFWAD.

We undertake, if our proposal is accepted, to adhere to the implementation plan for the Proposed System at DFWAD put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and DFWAD or its appointed representatives.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a Bid you receive.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory)

Name :

Designation :

Seal :

Date :

Place :

Business Address :
16.4 Format 4: Details of the Bidder

<table>
<thead>
<tr>
<th>Details of the Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Name of the Bidder</td>
</tr>
<tr>
<td>2. Registered Office Address and Website</td>
</tr>
<tr>
<td>3. Status of the Company (Public Ltd/ Pvt. Ltd, etc.)</td>
</tr>
<tr>
<td>4. Details of Incorporation of the Company</td>
</tr>
<tr>
<td>5. Details of Commencement of Business</td>
</tr>
<tr>
<td>7. Income Tax PAN (Permanent Account Number)</td>
</tr>
<tr>
<td>8. Name and Designation of the Authorized Signatory</td>
</tr>
<tr>
<td>9. Contact Number of Authorised Signatory</td>
</tr>
<tr>
<td>10. E-Mail of the contact person</td>
</tr>
<tr>
<td>11. Company Fax Number (with STD Code)</td>
</tr>
<tr>
<td>12. Name of the Chief Executive Officer/ Company Head</td>
</tr>
<tr>
<td>13. Contact Number of Chief Executive Officer/ Company Head</td>
</tr>
<tr>
<td>14. Financial Details (as per audited Balance Sheets in Crores)</td>
</tr>
<tr>
<td>16. Net Worth</td>
</tr>
<tr>
<td>17. Turn Over</td>
</tr>
<tr>
<td>18. PAT</td>
</tr>
<tr>
<td>19. Brief description of the Company</td>
</tr>
<tr>
<td>20. Type of testing experience soil/ water</td>
</tr>
</tbody>
</table>

Signature of the Bidder

With stamp and date
16.5 Format 5: Declaration of Acceptance of Terms and Conditions in RFP

To,

The Director,
Department of Farmer Welfare and Agriculture Development,
Government of Madhya Pradesh,
2nd Floor, Vindhyachal Bhawan,
Bhopal (M.P.) – 462 004.

Subject: Selection of an implementing agency for soil health card project in State of Madhya Pradesh for cluster number........

Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [No. ___________________________] regarding selection of implementing agency for soil health card project at Department of Farmer Welfare and Agriculture Development in State of Madhya Pradesh.

I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:
16.6 Format 6: Undertaking on Being Not Black-Listed

To,
The Director,
Department of Farmer Welfare and Agriculture Development,
Government of Madhya Pradesh,
2nd Floor, Vindhyachal Bhawan,
Bhopal (M.P.) – 462 004.

Subject: Selection of an implementing agency for soil health card project in State of Madhya Pradesh for cluster number........

Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir,

This is to certify that << COMPANY NAME >> is not been debarred / blacklisted by the Government of Madhya Pradesh or any of its agencies for any reasons whatsoever and not blacklisted by Central / any other State / UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices as on the 1\textsuperscript{st} of March 2016.

Yours faithfully,

(Company Secretary /Authorized Signatory)

Printed Name

Designation

Seal

Date:

Business Address:

Place: Bidder’s signature

Date: with seal.
16.7 Format 7: Undertaking on litigation(s) (in firm / company letter head)

This is to certify that << COMPANY NAME >> is not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this RFP.

Company Secretary / Authorized Signatory

Name of Signatory:

Bidder Name:

Date:

Place:
16.8 Format 8: Performance Bank Guarantee from a Scheduled Bank

FOR PERFORMANCE GUARANTEE

Ref. No. Bank Guarantee No

Dated

To,
The Director,
Department of Farmer Welfare and Agriculture Development,
Government of Madhya Pradesh,
2nd Floor, Vindhyachal Bhawan,
Bhopal (M.P.) – 462 004.

Against contract vide Advance Acceptance of the Tender covering “Tender for .................................................................” (hereinafter called the said 'contract') entered into between the Department of Farmer Welfare and Agriculture Development, Government of Madhya Pradesh, (hereinafter called the Purchaser) and ________________ (hereinafter called the Bidder) this is to certify that at the request of the Bidder we ________________ Bank Ltd., are holding in trust in favor of the Purchaser, the amount of 10% of the bid value and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

We __________________________ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e. till ________________ hereinafter called the said date and that if any claim accrues or arises against us ________________ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us __________________________ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us ________________ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.
It is fully understood that this guarantee is effective from the date of the said contract and that we ______________ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

We ______________ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, ______________ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

This guarantee shall be valid until two months beyond the expiry of Contract.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

WITNESS NO. 1

Authorized Bank Representative

--------------------------

(Signature) (Signature)

Full name and official Full name, designation and
Address (in legible letters) address (in legible letters)

with Bank stamp

WITNESS NO. 2

Attorney as per power of

--------------------------

(Signature) (Signature)

Full name and official Attorney No............
Address (in legible letters) Dated........................
16.9 Format 9: Non Disclosure Agreement (NDA)

THIS AGREEMENT made on the ___________________ day of _______________ 2016 between

Department of Farmer Welfare and Agriculture Development having its registered office at Vindhyachal Bhawan, Bhopal, MP (Hereinafter referred to as "Disclosing Party" which expressions shall unless repugnant to the context include its successors and assigns), and

M/s ___________ _______________ _______________ __________ having its registered office at ___________ _______________ __________ hereinafter referred to as “Receiving Party", which expressions shall unless repugnant to the context include its successors and assigns);

The Disclosing Party and the Receiving Party shall hereinafter jointly be referred to as the “Parties”.

WHEREAS

The Disclosing Party is in possession of certain information defined hereunder as Confidential Information by virtue of an agreement signed between the parties on dated ……………… for …………………………………….<name of the project>.

I. Confidential Information

For purposes of this Agreement, means all information to which the Receiving Party has access including but not restricted to ………………………..<name of the project> Project Data which relates to the technical, commercial and financial information, software in various stages of development, techniques, models, data, source code, object code, documentation, manuals, flow charts, research, process, procedures, functions, customer names and other information related to customers, suppliers, products, developments, operations, processes, data, trade secrets, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party and all other information which may be disclosed by one Party or to which the other Party may be provided access by the disclosing Party or others in accordance with this Agreement, or which is generated as a result of, incidental to or in connection with the Business Purposes, which is not generally available to the public.

II. Not Within Definition

Notwithstanding any other provision of this Agreement, the Parties hereto acknowledge that Confidential Information shall not include any information that:-
I. is, now or subsequently becomes public knowledge other than by breach of the provisions of this Agreement; or

ii. is in the possession of the Party with the full right to disclose prior to its receipt from the Disclosing Party, as evidenced by written records; or

iii. is independently received by the Receiving Party from a third party, with no restrictions on disclosure from such third party.

iv. is independently developed by Receiving Party without reference to or based on Confidential Information of the Disclosing Party.

III. Obligation of Confidentiality

The Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party further promises and agrees:

i. To protect and safeguard the Confidential Information against unauthorized use, publication or disclosure.

ii. Not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the Disclosing Party in accordance with this Non-Disclosure Agreement.

iii. Not to use any Confidential Information to unfairly compete or obtain unfair advantage vis-a-vis Disclosing Party in any commercial activity.

iv. To restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access to carry out official duties towards Disclosing Party.

v. Not to entertain any requests made by the users of the software application to make changes or carry out any action involving reversal from the set process, under any circumstances, which requires accessing the confidential information from the backend, unless a prior written consent is taken from the ACS/ PS/ Secretary, Director, Department of Farmer Welfare and Agriculture Development Government of Madhya Pradesh or any other Person specifically authorized in this regard to do so.

vi. To instruct each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information, and, upon Request of the Disclosing Party, to provide the Disclosing Party with a copy of a written agreement to that effect signed by such persons.

vii. To comply with any other reasonable security measures requested in writing by the Disclosing Party.

viii. To not to enter into any communication involving disclosure of Confidential Information in any form with either the beneficiaries or the users of Software Application, without written consent of the Disclosing Party.
ix. To not to disclose any names and their particulars to third parties without the written consent by the Disclosing party.

x. To pay liquidated and other damages recoverable under the clause 7 of this Agreement.

IV. Property of the Parties
All Confidential Information disclosed pursuant to this Agreement shall be and remain the property of the Disclosing Party. Nothing in this Agreement shall be construed as granting or conferring any rights whatsoever, whether expressly, impliedly or otherwise, in respect of the Confidential Information to the Receiving Party, and the Confidential Information will be used only for the purposes of this Agreement.

V. Reporting Unauthorized Disclosure or Misuse of Confidential Information
The Receiving Party shall immediately inform the Disclosing Party of any unauthorized use or disclosure, misappropriation or misuse by any person of any Confidential Information, upon the Receiving Party having notice or knowledge of the same.

VI. Losses
The Receiving Party agrees to indemnify the other Party against any and all losses, damages, claims, or expenses incurred or suffered by the other Party as a result of the Receiving Party's breach of this Agreement.

VII. Remedies
The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to resort to civil & criminal remedies available under the law including the IT Act 2000 and IT Act Amendments for taking action against the Receiving Party and/or for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party shall be in addition to Remedies otherwise available to the Disclosing Party at law or in equity.

In the event of default or breach of the terms of this agreement the Receiving Party and all its officers found guilty of breach, shall be jointly & severally liable for action.

X. Notices
Any communication in connection with this Agreement must be in writing and be delivered personally, or by registered mail receipt acknowledged, facsimile or e-mail (if receipt of the
complete facsimile or electronic mail is confirmed in writing by the recipient) to the address set out at the beginning of this Agreement.

IX. Term & Termination
This Agreement shall commence on the date as written above. The Receiving Party's obligations with respect to the Confidential Information hereunder shall be co-terminus with the Agreement signed by the parties as referred above. However if after termination or expiration of the Agreement the Receiving Party remains in possession of any Confidential Information then the obligations under this Agreement and consequences of breach shall continue to remain in force till such information is in possession of the Receiving Party.

This Agreement shall be governed by the laws of India (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the jurisdiction of the courts in Bhopal Madhya Pradesh only.

IN WITNESS WHEREOF the parties hereto have caused their duly authorized representatives to set their hands the day and year first above written.

Signature on behalf of the
…………………………………………
…………………………………. <<name of the department>> (Disclosing Party)
(____________________)
Name:
Designation:

Signature on behalf of ………………………<<name of the Service Provider Agency>> (Receiving Party)
(____________________)
Name:
Designation:

DATE:

WITNESSED BY: Name Address Signature

1.

2.
16.10 Format 10: Commercial Bid Format

Name of the Bidder:

Name of the Project: Selection of Implementing Agency for Soil Health Card in State of Madhya Pradesh

Cluster Number: Dated ---------, 2016

To,
The Director,
Department of Farmer Welfare and Agriculture Development,
Government of Madhya Pradesh,
2nd Floor, Vindhyachal Bhawan,
Bhopal (M P) – 462004

Sir,

Having examined the RFP document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to implement, as an Implementing Agency for Soil Health Card in state of Madhya Pradesh for cluster number……. To meet such requirements and to provide services as set out in the RFP document, we herewith submit our quotation, summarizing our commercial proposal as under:

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<th>Price Quote for Cluster:</th>
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Price in words:

Remarks:

a) The charges shall be all inclusive price (i.e. inclusive of all applicable taxes and complete project scope).

b) Price per sample test, generation, 10 laminated prints, travel etc, should include complete scope of project.

c) If more than 230000 samples per year per cluster are tested by vendor, cost of additional samples will be paid as quoted per sample cost by bidder.

Terms:-

i. The Prices mentioned above are inclusive of all taxes and scope.

ii. Price shall be valid for a period of 180 days from the submission of bid. However, the quoted rates should be valid for the initial/ extended period of the contract from the
effective date of the Contract Agreement. No request will be considered for price revision during the contract period of 2 years.

iii. The octroi and other duties, if any, will not be charged separately to the Department of Farmer Welfare and Agriculture Development.

iv. Further, a scanned copy of this signed letter shall be uploaded to be opened along with the commercial bid.

v. Performance Bank Guarantee (PGB) will be 10% of 460000 (230000 first year + 230000 second year) samples as per rate provided.

Place: Bidder’s signature with seal
Date:
To,
The Director,
Department of Farmer Welfare and Agriculture Development,
Government of Madhya Pradesh,
2nd Floor, Vindhyachal Bhawan,
Bhopal (M P) – 462004

Ref: “RFP for Selection Subject: Selection of an implementing agency for soil health card project in State of Madhya Pradesh for cluster number…… against tender no._______________

Sir,

Having examined the RFP document relating to the Selection of implementing agency for soil health card project in State of Madhya Pradesh as detailed in your tender, Terms & Conditions and scope of procurement, Specifications etc., and having understood the provisions and requirements relating to the procurement and all other factors governing the tender, We hereby submit our offer for the Selection of implementing agency for soil health card project in State of Madhya Pradesh in accordance with terms and conditions and confirm our acceptance to execute the order within the time period specified in the RFP document, at the rates quoted by us in the accompanying Commercial Bid.

We accept the RFP document and if we fail to complete the delivery as per the order, we agree that, DFWAD shall have full authority to forfeit the earnest money/Performance Security and cancel our order with no obligation on their part.

We confirm having deposited earnest money of INR 15,00,000/- (INR Five Lacs only). This EMD is liable to be forfeited in accordance with relevant provisions of the RFP.

We further confirm that –

We have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling orders of this value.

1. We have sufficient qualified manpower and necessary materials and after sales support to execute the order efficiently in the specified time schedule.
2. The quoted rates shall be valid for 180 days from the date of submission of the bid
3. We further confirm that all chapters of the RFP documents have been read, understood and signed and there is no deviation/discrepancy.

Signature of the Bidder

With stamp and date
16.12 Format 12: Request for Clarification Form

Bid Reference: Selection of Implementing Agency for Soil Health Card Project in State of Madhya Pradesh

Name of the Company/Firm:

Name of Person(s) Representing the Company/Firm:

<table>
<thead>
<tr>
<th>Name of the Person</th>
<th>Address for Correspondence</th>
<th>Designation</th>
<th>E-mail ID (s)</th>
<th>Contact no.(s)</th>
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Query / Clarification Sought:

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<th>SI No.</th>
<th>RFP no.</th>
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<th>RFP no.</th>
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<th>Clause Detail</th>
<th>Suggestions/Clarification/Query</th>
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Date:

Place:

(Signature)

In the capacity of ______________________

Duly authorized to sign Bid for and on behalf of ______________________

Note: Queries must be strictly submitted only in the prescribed format. Queries not submitted in the prescribed format will not be considered/responded by the tendering authority.
### 16.13 Format 13: Clusters

Propose Cluster / Lab for Outsourcing of Soil Sample Testing & their assign Distt.

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<tr>
<th>S.No</th>
<th>Cluster Name</th>
<th>Agriculture Department</th>
<th>Mandi Board</th>
<th>Total Lab</th>
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16.14 Format 14: Certificate for deploying qualified professionals

Format of certificate from Agency

(On the letterhead of the Agency)

Date:

We certify that team deployed for the execution of project will be well qualified for the project.

Soil analysts deployed for the testing of soil in the assigned labs will be well qualified for quality assurance. Soil Analyst will have Degree in agriculture / BSc with Chemistry, or Post Graduate in Soil Science / Agronomy from the recognised University.

On request, educational details of team members can be made available to Department of Farmer Welfare and Agriculture Development, M.P official.

Signature of the authorized signatory and designation with agency’s s seal
16.15 Format 15: Certificate for soil testing experience (Technical evaluation parameter)

Format for Certificate from the Statutory auditors regarding experience of the Applicant
(On the letter head of statutory auditors)

Date:

Based on the books of account and other published and relevant documents/information’s authenticated by it, this is to certify that M/s _______________________________[Name of the Applicant] been engaged in Soil Testing business for Macro and Micro Nutrient contents.

The mentioned firm has done soil sample testing for ........................... total no. of soil samples in last three financial years (2013-14, 2014-15, 2015-16).

Name of the audit Firm

Seal of the Audit Firm

Signature, name and designation of the authorised signatory
16.16 Format 16: Power of Attorney

Power of Attorney for signing of Bid

Know all men by these presents, We, ........................................ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of ........................................ and presently residing at ........................................, who is presently employed with us/ the Lead Member of our Consortium and holding the position of ........................................, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the ........................................ Project proposed or being developed by the ........................................ (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ........................................, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ........................................ DAY OF ........................................, 20.....

For........................................

(Signature, name, designation and address)

Witnesses:

Appendix - III

---

5 To be submitted in original.
1. Accepted
2. Notarised

(Signature, name, designation and address of the Attorney)

**16.16 Format 17:**

**Power of Attorney for Lead Member of Consortium**

Whereas the …………………….. (the “Authority”) has invited bids from pre-qualified and short-listed parties for the ……………………………….. Project (the “Project”).

Whereas, …………………….., ……………………….. and ……………………….. (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposals and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, …………………….. having our registered office at …………………….., M/s. ………………………., having our registered office at …………………….., and M/s. ………………………., having our registered office at …………………….., (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s ………………………., having its registered office at ………………………., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as
the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done
Appendix - IV

by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ................. DAY OF ............... , 20....

For ................................

(Signature, Name & Title)

For ................................

(Signature, Name & Title)

For ................................

(Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

1.

2.