

**REQUEST FOR PROPOSAL (RFP)
FOR
OPERATING MOBILE SOIL TESTING LABORATORIES
(M- STL) IN PPP MODE AT
DEPARTMENT OF AGRICULTURE, GOVERNMENT OF
BIHAR**

**DIRECTORATE OF AGRICULTURE,
PATNA, BIHAR**

1. Schedule:

Date of availability of Request for Proposal on website & www.krishi.bih.nic.in	30.05.2017
Date, time and address for submission of the bids	30.05.2017 on or before 5.00 P.M. O/o. Director, Directorate of Agriculture, 2nd Floor, Vikash Bhawan, Patna , Bihar
Date & time for opening of Bids	31.05.2017 at 10.00 A.M. in the office of Director, Directorate of Agriculture, 2nd Floor, Vikash Bhawan, Patna , Bihar

1.1.1 This Request for Proposal is a tender for operating Mobile- Soil Testing Laboratories (STL) in 9 nos.

1.2 Eligibility Criteria

Sl.	Criteria	Documents to be submitted
1.	Bids may be submitted by a Bidder as a firm or a Company for operating Mobile- Soil Testing Laboratories in PPP Mode with Department of Agriculture, GoB.	Certificate of Incorporation and / or registration for companies/ firm in order to establish their identity.
2.	The Bidder should preferably be operating in fertilizer marketing and supply chain management in Bihar.	The Bidder should give an undertaking of its existing team and presence in fertilizer marketing in Bihar.
3.	The Bidder should not have been blacklisted by the State Government.	Self-certification
4.	The Bidder should have minimum turnover of Rs 500 Crores in each of the last 3 years.	Audited Balance sheet and income statements should be submitted for last 3 financial years, preceding the bid submission date.

2. Bid Document Availability

The Bidding Document may be downloaded from the Website

www.krishi.bih.nic.in and the bid should be submitted on or before the due date and time at the address given below:

**The Director,
Directorate of Agriculture,
2nd Floor, Vikash Bhawan
Bihar, Patna – 800002**

3. Objective

Testing of soil is the basic requirement for augmenting agriculture production and productivity by applying proper nutrients as per the requirements of the soil. Soil

testing can also act as a tool of cost saving for the farmers in terms of customized use of inputs leading to maximization of profit in cultivation of various crops.

Keeping the objective for cost optimization and streamlining the adequate application of nutrients in soil, the Department of Agriculture has established **38 Static** Soil Testing Laboratories in each **districts** in Bihar. These Soil testing labs have been instrumental in addressing the requirements of Soil testing and furnishing Soil health card to the farmers.

In order to increase the reach of Soil Testing Laboratories (STLs) at Ground level and reduce the logistic hindrances in reaching the Soil samples to Static- STLs, mobile van based STLs have been introduced by the Govt. of Bihar (GoB).

Currently, **9 Mobile STLs** have been purchased by GoB and are put into service for testing soil samples collected by the field team. These Mobile STLs can test more than 5000 samples per year, but are currently operating at approximately 1500 samples only. This underutilization of capacities is mainly on the account of lack of dedicated manpower and planning.

Therefore, in order to harness the optimal capacity of the Mobile –STLs and help GoB in achieving its target of preparation of adequate number of Soil Health Cards, it is envisaged to operate the M-STLs in PPP mode with identified private agencies. The target is to achieve maximum utilization of MSTL Van analyzing maximum no. of soil samples every year. The service provider would also be entrusted with delivery of Soil health Cards to the intended recipients and provide requisite extension services to the farmers.

Whereas, GoB would provide the MSTL with complete set of equipment and accessories and grid points from where samples are to be tested, as per the route identified by GoB. GoB will provide per sample fees to the private agency after submission of proper records and bills for the same.

4. Components of the Soil Testing Laboratories:

The Mobile- Soil Testing Laboratory shall be operated with the following tests conducted on each samples by the private agency.

Category of Nutrients	Elements to be tested
Macro Nutrient	N, P, K
Micro Nutrients	Zn, Fe, Cu, Mn, S, B
Others	Organic Carbon, PH, EC

5. Scope of Work of the Private Party

5.1. Private Bidder shall jointly operate the Mobile Soil Testing Laboratory and provide soil testing services to farmers at the block level along with delivery of Soil health Cards to the intended recipients and provide requisite Extension services, as per the directions of GoB. This may also include **Farmer's on call demand for soil testing**. The operational area for MSTL will be decided by the Joint Director (Agronomy), range level.

5.2. Private operator shall sensitize the farm families nearer to the target route / blocks to make use of the Soil Testing services and the benefits that would flow from the input management following testing of the soil.

5.3. Day to day book keeping for the soil samples, testing, generation of soil health cards and handing over the same to the beneficiaries.

5.4. Maintenance of the machineries and equipment installed on the MSTL van.

5.5. The private party will completely bear the following responsibilities:

- Recurring charges for chemicals and other items
- Maintenance charges of vans and lab instruments
- Insurance cost of the MSTL Van & all the equipment's
- Recurring expenses incurred while testing and extension
- Cost of analysis
- Service and supervision charges
- Printing and ensuring receipt of soil health card for all the farmers belonging to a specific grid.

The Private Partner shall remain in touch with the Agriculture Department officers for day to day operations and planning of activities.

6. Role of the Bidder:

The Bidder will deploy requisite technical manpower per MSTL and ensure quality testing of soil samples provided to them. They should have a fairly good track record in conducting such services and have an experience in providing extension services.

The Bidder details should be furnished in Annexure - II.

7. Stipulations for establishment of number of Soil Testing Laboratories by a single Bidder:

A Bidder may submit bid for operating all the 09 MSTLs.

8. Cost of Bidding

A non-refundable amount of **Rs. 1,000/-** is to be paid by means of a Demand Draft/Pay Order favouring the Director, Directorate of Agriculture, Bihar payable at Patna being cost of Bid document. The Demand Draft/ Pay Order may be submitted along with the Bid. **Bids are liable to be rejected if the Bid Amount is not received.**

The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Director, Directorate of Agriculture, Bihar will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

9. Format and Signing of Bid.

9.1. The Bid shall be typed and signed by the Bidder. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature. Any inter-lineation, erasures or overwriting shall be valid only if they are initialed by the person signing the Bids.

9.2. Envelope comprising the Bid Proposal should contain the following:

The Bid Proposal shall be submitted in a sealed cover addressed to the **Director, Directorate of Agriculture, 2nd Floor, Vikas Bhawan, Patna, Bihar-800002** super scribing on the envelope "Bid for operating Mobile Soil Testing Laboratory at Department of Agriculture".

9.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the RFP. Failure to furnish all information required may result in the rejection of the Bid.

10. Bid Security:

- 10.1 The Bid Security amount is **Rs.50,000/- (Rupees Fifty Thousand)** only, refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security. The Bidder shall furnish, as part of its Bid, a Bid security in the form of Bank Guarantee / Fixed Deposit acceptable to the Authority. In case a Bank Guarantee / Fixed Deposit is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. Where a demand draft is provided, its validity shall not be less than 80 (eighty) days from the Bid Due Date, for the purposes of encashment by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 10.2 Any Bid without the bid security, as above, will be rejected, as non- responsive.
- 10.3 Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, but not later than thirty days after the expiration of the period of Bid validity.
- 10.4 The successful Bidder's Bid security will be adjusted to the performance security deposit in case of financial instrument for bid security and performance security is same, once the Bidder signs the Contract as per Format give in Annexure – III.
- 10.5 The Bid security may be forfeited:
- a) If a Bidder withdraws the Bid during the validity period of the Bid;
 - b) If a Bidder makes any statement or encloses any document/ form which turns out to be false/ incorrect at any time prior to signing of contract;
 - c) If the successful Bidder fails to sign the contract.
- 10.6 The Performance Security deposit amount is **Rs 50,000/- (Rupees fifty thousand only) for each van** and separate security deposit for MSTL van with all equipment is Rs 7, 50,000 (Seven lakhs and fifty thousand). The successful Bidder shall furnish, performance security deposit in the form of Bank Guarantee. In case a Bank Guarantee is provided, its validity period shall not be less than 365 (one hundred and eighty) days from the contract signing date.

10.7 All security deposit will be in favour of "Joint Director (Chemistry), Soil Testing laboratory, Bihar, Patna" payable at "Patna".

11. Period of Validity of Bids

11.1 Bids shall remain valid for 180 days from the date of submission of the Bid. A Bid valid for a shorter period may be rejected by the Director, Directorate of Agriculture, as non-responsive.

11.2 In exceptional circumstances, the Director, Directorate of Agriculture, Bihar may seek the Bidders' consent for extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security.

12. Deadline for Submission of Bids

12.1 Bids should be received by the Director, Directorate of Agriculture, Bihar at the address specified, no later than the date and time specified in the RFP. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

12.2 The Director, Directorate of Agriculture, Bihar may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Director, Directorate of Agriculture, Bihar and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

13. Opening of Bids

13.1 Bids will be opened in the presence of authorized representatives of the bidders.

13.2 The bidders who meet the Eligibility Criteria will be short listed for opening of the Bids. The Bidders' names, and the presence or absence of requisite Bid Security and such other details as the Director, Directorate of Agriculture, Bihar, at his discretion, may consider appropriate, will be announced at the time of Bid opening.

14. Preliminary Examination

14.1 The Director, Directorate of Agriculture, Bihar will examine the Bids to determine whether they are complete, all the required documents have been properly signed and the Bids are generally in order.

14.2 The Director, Directorate of Agriculture, Bihar may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.

14.3 The Director, Directorate of Agriculture, Bihar will determine the responsiveness of each Bid. A responsive Bid is one which confirms to all the terms and conditions of the Bidding Document without material deviations. Deviations or conditions or objections or reservations to critical provisions, such as those

concerning Bid Security, Applicable payment terms, Eligibility Criteria, Insurance, and Force majeure will be deemed to be a material deviation.

- 14.4 If a Bid is not responsive, it will be rejected by the Director, Directorate of Agriculture, Bihar and cannot subsequently be made responsive by the Bidder by correction of the non-conformity.

15. Evaluation of the Bids :

15.1 Bidding Procedure

The agency fulfilling the eligibility conditions as laid down in Eligibility criteria of this RFP shall submit the Bids in three separate covers, as follows:

Cover (A) would include the Technical Bid i.e. the proposal and documents in support of the eligibility conditions as mentioned above.

Cover (B) would include the Financial Bid.

Cover (C) would include the EMD and Bid Processing Fees.

15.2 Submission of Bids

The envelopes should be super-scribed as "REQUEST FOR PROPOSAL (RFP) FOR OPERATING MOBILE SOIL TESTING LABORATORIES (M- STL) IN PPP MODE in State of Bihar – Technical Bid/Financial Bid" *as the case may be*. EMD and Bid Processing Fee shall be submitted in a separate small envelope clearly marked "EMD and Bid Processing Fees"

The three envelopes (Technical Bid, Financial Bid, EMD and Bid Processing Fees) should be enclosed in a large cover super-scribed as "REQUEST FOR PROPOSAL (RFP) FOR OPERATING MOBILE SOIL TESTING LABORATORIES (M- STL) IN PPP MODE in State of Bihar".

Every sheet and all forms complete in all respect shall be signed by the person / persons duly authorized to sign on behalf of the applicants. Any/ all corrections made in the offer shall be duly authenticated by the signature of the authorized signatory.

15.3 Evaluation of the Bids

The lowest financial bid of the private party will be selected & the firm will be called for negotiation.

The Director, Directorate of Agriculture, Bihar at his discretion may seek clarifications. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

Any effort by a Bidder to influence the Director, Directorate of Agriculture, Bihar in his decisions on Bid evaluation or contract award may result in the rejection of the Bidder's Bid, including forfeiture of the Bid security.

16. Award of Contract Criteria

The Director, Directorate of Agriculture, Bihar will award the Contract to the successful Bidder whose Bids have been determined to be responsive, and are among the three quotes having maximum investment in the MSTLs.

17. Rights of the Director, Directorate of Agriculture, Bihar to Accept/ Reject Bids.

- 17.1 The Director, Directorate of Agriculture, Bihar reserves the right to accept or reject any Bid/ offer received in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract of award, 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 rejection.
- 17.2 The Director, Directorate of Agriculture, Bihar reserves the right to reject any Bid on security and other considerations without assigning any reason.
- 17.3 The Director, Directorate of Agriculture, Bihar reserves the right to cancel the entire Bidding / procurement process at any stage without assigning any reason whatsoever.

18. Notification of Award.

- 18.1 Prior to expiration of the period of Bid validity, the Director, Directorate of Agriculture, Bihar will notify the successful Bidders in writing or by e-mail that their Bids have been accepted.
- 18.2 Upon notification of award to the successful bidder, the Director, Directorate of Agriculture, Bihar will promptly notify each unsuccessful Bidder and will discharge their Bid security.

19. Implementation Schedule

Bidder will within a period of 3 months operate the Mobile Soil Testing Laboratories in the identified districts, as communicated by GoB, for which, the agency has submitted bids.

20. Insurance

It is the sole responsibility of the Bidder to obtaining adequate insurance cover for the MSTL Van, machineries and equipment placed in the Mobile Soil Testing Laboratory.

21. Service Level Agreement

The selected Vendors shall enter into Service Level Agreement, containing all the Terms and Conditions of this tender including confidentiality, non-disclosure and penalty clauses, with the Director, Directorate of Agriculture, Bihar **for a period of 3 year** from the date of signing of the contract or 31st July of Calendar year, whichever is earlier.

22. Inspection

The Director, Directorate of Agriculture, Bihar reserves the right to carry out inspection by a team of officials regarding the operation at Mobile Soil Testing Laboratory and its functionalities.

23. Termination of Contract.

The Director, Directorate of Agriculture, Bihar reserves the right to cancel the contract, if the successful bidder fails to operate the MSTL with all agreed terms and conditions. In such cases, the security deposit shall be forfeited.

24. Jurisdiction

All disputes would be subject to Indian Laws and shall be settled at Courts at Patna, Bihar.

25. Audit

The Bidder shall allow the Director, Directorate of Agriculture, Bihar, its authorized personnel, its auditors (internal and external), authorized personnel from regulatory & statutory authorities and grant unrestricted right to inspect and audit the operations and records directly related to the services. In case any of the services are out sourced/ assigned / subcontracted to other vendors with the express approval of the Director, Directorate of Agriculture, Bihar, it will be the responsibility of the Bidder to ensure that the authorities / officials are mentioned above are allowed access to all the related places for inspection and verification.

26. Compliance with Statutory and Regulatory Provisions

It shall be the sole responsibility of the Bidder to comply with all statutory and regulatory provisions while delivering the services mentioned in this RFP.

27. Taxes and Duties

- 27.1 The Bidder shall be entirely responsible for the payment of all applicable taxes, duties levies, charges, octroi, etc.
- 27.2 The Bidder must also ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum Wages and all laws pertaining to contract employees / labour laws are complied.
- 27.3 Providing clarifications / particulars / documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc. will be the responsibility of the Bidder at his cost.
- 27.4 Wherever the laws and regulations require deduction of such taxes at the source of payment, the Director, Directorate of Agriculture, Bihar shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Director, Directorate of Agriculture, Bihar as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this contract.

28. Dispute Resolution

As the successful Bidder shall enter into Agreement with the Directorate of Agriculture, in case of failure to resolve the disputes and differences amicably the matter may be referred to the Director, Directorate of Agriculture, Bihar, whose decision shall be final.

Sanjay Kumar
DD (Chemistry)
STL, Bihar, Patna

Ram Prakash Sahni
JD (Chemistry)
STL, Bihar, Patna

(Himanshu Kumar Rai)
Director Agriculture, Bihar, Patna

Annexure I
TECHNICAL DETAILS

Details given in this form must be accompanied by documentary evidence to facilitate verification. All relevant details are to be given separately for the Bidder and all Sub-Contractors and other agencies employed/ proposed to be employed for procuring, personalization, PIN, collaterals, allied services.

Sl.	Item	Details
1	General Details	
1.1.	Name of the Individual/Company/Firm	
1.2	Postal Address	
1.3	Telephone, FAX Number, Email Address	
1.4	Constitution of the Company/Firm	
1.5	Nature of activity	
1.6	Details of ownership	
1.7	Holding company or parent company	
1.8	Key persons with contact details	
1.9	Name and designation of the person authorized to make commitments to the Director, Directorate of Agriculture, Bihar	
1.10	Website address, if any	
1.11	Sales Tax/VAT Number	Enclose Sales Tax/VAT
1.12	Income Tax PAN Number	Enclose individual/ Company's PAN
1.13	Service Tax Number	Card copy
1.14	Brief description of present business and experience in managing agriculture related activities.	
2	Financial Details	
2.1.	Annual turnover (20 14- 15)	
2.2.	Annual turnover (20 15- 16)	
3	Other Details	
3.1.	Minimum number of technical personnel to be	
	Driver	
	Lab assistant	
	Technical assistant, preferably with an educational qualification of Intermediate in Science	
3.2.	Extension services proposed to be undertaken	
3.3.	Other relevant technical details & experience	
4	EMD Details	

Place & Date.

Signature of Bidder
Name & Address in Block Letters

Annexure- II
Financial Quote for Operation of M-STL

Sl.	Particulars	Information
1.	Number of M-STLs proposed to be operated (1-9) for which bid is submitted	
2.	Number of Samples proposed to be tested per van by the Service Provider	
3.	Total cost of operation of MSTL proposed by the private agency (Rs. / Sample)	
Total cost of operation of the desired number of MSTL proposed by the bidder in Rupees (in words)		

Place & Date.

Signature of Bidder

Name & Address in Block Letters

Annexure - III
CONTRACT FORM

THIS AGREEMENT made the day of 2016 between

Director Agriculture and having its Head Office at 2nd Floor, Vikash Bhawan, Patna-80002 (hereinafter referred to as the "GoB" which term shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors and assigns) of the one part.

And (Name of the Private Partner) incorporated under the Companies Act, 1956 and having its registered office at (if it is a registered body, hereinafter called "the Bidder") which term shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors and permitted assigns) of the other part:

("GoB" and "the Private Partner" shall, wherever the context requires, be referred collectively as "Parties" and individually as "Party" also)

WHEREAS the GoB, having its Office at for whose behalf Director, Directorate of Agriculture, Bihar invited Bids vide Request for Proposal (RFP) Dated for operationalization of the Mobile Soil Testing Laboratory as per RFP. The Private Partner submitted the Bid in response to it and participated in the process held on The Bid submitted by the Private Partner has been accepted by the Director, Directorate of Agriculture, Bihar for operation of Mobile Soil Testing Laboratories in nos.

The parties are accordingly desirous of signing the said Contract Form.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP Dated
2. The following documents of RFP Datedshall be deemed to form and be read and construed as part of this Agreement, viz'
 - a) Request for Proposal
 - b) Eligibility criteria
 - c) Terms and conditions of Contract
 - d) Scope of Work
 - e) Forms and Annexures
 - f) The Notification of Award.
 - g) The Financial Bid

3. GoB shall provide premises for office work of the MSTL and space for parking the MSTL vans whereas, the Private Partner shall deploy personnel for maintenance of records of STL and deployment of the machineries and equipment.
4. Private Partner shall bear the recurring expenses net of subsidy, if any and GoB will be mobilizing and assembling the samples to be tested by the MSTL.
5. Any dispute in the matter of establishment and maintenance of the MSTL shall lie with the Director, Directorate of Agriculture, Bihar which shall be binding on both the parties.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the Said (For GoB)

In the presence of Signed, Sealed and Delivered by the Said
(For the Private Partner)

In the presence of