

**REQUEST FOR PROPOSAL (RFP)
FOR
ESTABLISHMENT OF SOIL TESTING LABORATORIES (STL)
IN
PRIMARY AGRICULTURAL COOPERATIVE SOCIETIES
(PACS/LAMPCS)**

**REGISTRAR, COOPERATIVE SOCIETIES,
ODISHA, BHUBANESWAR**

1. Schedule :

Date of availability of Request for Proposal on website www.rcsorissa.nic.in & www.oscb.coop .	13.02.2014
Date, time and address for submission of the bids	21.02.2014 on or before 2.00 P.M. O/o. Registrar, Cooperative Societies, Odisha, Bhubaneswar
Date & time for opening of Bids	21.02.2014 at 4.00 A.M.

1.1 This Request for Proposal is a tender for establishment of Soil Testing Laboratories (STL) in 100 nos. of identified Primary Agricultural Cooperative Societies (PACS/LAMPCS).

1.2 Eligibility Criteria

Sl.	Criteria	Documents to be submitted
1.	Bids may be submitted by a single Bidder as an individual Bidder or a firm or a Company for establishment of Soil Testing Laboratories in one District or all 100 Centres.	In case of individuals, identity proof, for firms and Companies, Certificate of Incorporation and registration.
2.	The Bidder should have the capacity to provide the required down payment for establishment of the Soil Testing Laboratories.	The Bidder should give an undertaking to bring his share from his own resources.
3.	The Bidder should not have been blacklisted by the State Government.	Self-certification

2. Bid Document Availability

The Bidding Document may be downloaded from the Website www.rcsorissa.nic.in & www.oscb.coop and the bid should be submitted on or before the due date and time at the address given below.

**The Registrar,
Cooperative Societies,
7th Floor, Heads of Department Building,
Odisha, Bhubaneswar – 751001**

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

Soil Testing Laboratories are functioning mostly under the aegis of Agriculture Department and organizations like IFFCO in District Headquarters and other strategic places, the farmers leaving in remote villages do not have access to such centres for getting their soil tested before cultivation of various crops and this practice has, by and large, affected the productivity across the State. In order to overcome the problem, the Government, as a policy initiative has decided to establish one Soil Testing Laboratory in each of the Blocks in a phased manner. To start with, during the current year, i.e. 2013-14, it has been envisaged that at least 100 Soil Testing Laboratories shall be established in identified PACS/LAMPCS in Public Private Partnership (PPP) mode. Whereas, the PACS/LAMPCS shall provide office accommodation and the space for keeping the equipments and machineries, the private operator shall manage the Soil Testing Laboratory including a Technician and shall bear all other recurring expenses, which would be generated from the Soil Testing Laboratory. The profitability of the PACS/LAMPCS will also increase by getting adequate shares from the fees charged for soil testing.

4. Components of the Soil Testing Laboratories:

The Soil Testing Laboratory shall be established with at least the following machineries and equipments.

Name of the machinery/ equipment	Rs. In lakhs (Approx.)
Cost of instruments	5.00
Cost of chemicals and glasswares (one time)	3.00
Contingent charges for laboratory establishment and infrastructure development	2.00
Total	10.00

5. Identification of PACS/LAMPCS for establishment of Soil Testing Laboratories:

The Soil Testing Laboratory shall be established in each of the PACS/LAMPCS listed in **Annexure – I**.

6. Scope of Work

- 6.1 The PACS/LAMPCS and the Private Bidder shall jointly establish the Soil Testing Laboratory and provide soil testing services to both members and non-members in the vicinity of the PACS/LAMPCS concerned.
- 6.2 The PACS/LAMPCS and the private operator shall jointly sensitise the farm families nearer to the PACS/LAMPCS to make use of the Soil Testing services and the benefits that would flow from the input management following testing of the soil.
- 6.3 Day to day book keeping for the soil samples, testing, generation of reports and handing over the same to the beneficiaries.
- 6.4 Payment of taxes, if any to the Government.
- 6.5 Maintenance of the machineries and equipments.

7. Sharing of soil testing fees :

The net revenue from out of soil testing shall be shared by the PACS/LAMPCS and the successful bidder at the ratio of 50:50. For calculation of net revenue, all expenses including soil testing kits, papers for report generation etc. and maintenance charges shall be deducted from the gross revenue.

8. Recurring expenses :

It is estimated that at least 2000 soil samples shall be tested in the Laboratory. The following per annum recurring expenses is projected.

Activities	Rs. In lakhs (Approx.)
Recurring charges for chemicals and other items	1.00
Cost of analysis (5 parameters) @ Rs.60/- per sample for 2000 sample	1.20
Service and supervision charges @ Rs.20/- per sample for 2000 sample	0.40
Sample collection and processing charges @ Rs.20/- per sample for 2000 sample	0.40
Printing and despatch of soil health card @ Rs.10/- per sample for 2000 sample	0.20
Total	3.20

From out of the recurring expenses, subsidy will be available from the Agriculture Department at a rate to be announced by the Department from time to time. The PACS/LAMPCS and the Private Partner shall remain in touch with the Agriculture Department officers and avail the subsidy for soil testing, which is at present @ of Rs.20/- per sample.

9. Role of the Bidder :

The Government will provide grant of Rs.7.50 lakhs per Soil Testing Laboratory (STL), which will be considered as the contribution of the PACS/LAMPCS and the balance amount for establishment of STL will be brought by the Bidder from own resources on the basis of which, the contract will be awarded. The Bidder details should be furnished in **Annexure – II**.

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

A Bidder shall have to bid for establishment of Soil Testing Laboratories in the identified PACS/LAMPCS in at least one District. However, one Bidder may submit bid for establishment of all the 100 STLs. The details be furnished as per **Annexure – III**.

11. Cost of Bidding

A non-refundable amount of Rs.5,000/- is to be paid by means of a Demand Draft/ Pay Order favouring the Registrar, Cooperative Societies, Odisha payable at Bhubaneswar 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 Registrar, Cooperative Societies, Odisha will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

12. Format and Signing of Bid.

12.1 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.

12.2 Envelope comprising the Bid Proposal should contain the following:

The Bid Proposal shall be submitted in a sealed cover addressed to the Registrar, Cooperative Societies, Odisha, Bhubaneswar superscribing on the envelope **“Bid for establishment of Soil Testing Laboratory in PACS/LAMPCS”**.

12.3 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.

13. Bid Security:

13.1 The Bid Security amount is Rs.25,000/- (Rupees Twenty Five Thousand) only. The Bidder shall furnish, as part of its Bid, a Bid security in the form of Bank Draft/ pay order.

13.2 Any Bid without the bid security, as above, will be rejected, as non-responsive.

13.3 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.

13.4 The successful Bidder's Bid security will be discharged upon the Bidder signing the Contract as per Format give in **Annexure – IV**.

13.5 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.

14. Period of Validity of Bids

14.1 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 Registrar, Cooperative Societies as non-responsive.

14.2 In exceptional circumstances, the Registrar, Cooperative Societies, Odisha 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.

15. Deadline for Submission of Bids

15.1 Bids should be received by the Registrar, Cooperative Societies, Odisha 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.

15.2 The Registrar, Cooperative Societies, Odisha 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 Registrar, Cooperative Societies, Odisha and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Opening of Bids

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

16.2 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 Registrar, Cooperative Societies, Odisha, at his discretion, may consider appropriate, will be announced at the time of Bid opening.

17. Preliminary Examination

17.1 The Registrar, Cooperative Societies, Odisha 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.

17.2 The Registrar, Cooperative Societies, Odisha may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.

17.3 The Registrar, Cooperative Societies, Odisha 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 majored will be deemed to be a material deviation.

17.4 If a Bid is not responsive, it will be rejected by the Registrar, Cooperative Societies, Odisha and cannot subsequently be made responsive by the Bidder by correction of the non-conformity.

18. Evaluation of the Bids :

18.1 The Bidders will be evaluated on the basis of the quantum of investment to be brought by him for the STLs.

18.2 During evaluation of the Bids, the Registrar, Cooperative Societies, Odisha 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.

18.3 Any effort by a Bidder to influence the Registrar, Cooperative Societies, Odisha 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.

19. Award of Contract Criteria.

The Registrar, Cooperative Societies, Odisha 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 STLs.

20. Rights of the Registrar, Cooperative Societies to Accept/ Reject Bids.

20.1 The Registrar, Cooperative Societies, Odisha 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.

20.2 The Registrar, Cooperative Societies, Odisha reserves the right to reject any Bid on security and other considerations without assigning any reason.

20.3 The Registrar, Cooperative Societies, Odisha reserves the right to cancel the entire Bidding / procurement process at any stage without assigning any reason whatsoever.

21. Notification of Award.

21.1 Prior to expiration of the period of Bid validity, the Registrar, Cooperative Societies, Odisha will notify the successful Bidders in writing or by e-mail that their Bids have been accepted.

21.2 Upon notification of award to the successful bidder, the Registrar, Cooperative Societies, Odisha will promptly notify each unsuccessful Bidder and will discharge their Bid security.

22. Implementation Schedule

Bidder will within a period of 3 months establish the Soil Testing Laboratories in the PACS/LAMPCS for which, he has submitted bids.

23. Insurance

It is the sole responsibility of the Bidder to obtaining adequate insurance cover for the machineries and equipments placed in the Soil Testing Laboratory.

24. 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 Registrar, Cooperative Societies, Odisha for a period of 1 year from the date of signing of the contract.

25. Inspection

The Registrar, Cooperative Societies, Odisha reserves the right to carry out inspection by a team of officials regarding the establishment of Soil Testing Laboratory and its functionalities.

26. Termination of Contract.

The Registrar, Cooperative Societies, Odisha reserves the right to cancel the contract, if the successful bidder fails to establish the Soil Testing Laboratory with all agreed machineries and equipments. In such cases, the security deposit shall be forfeited.

27. Jurisdiction

All disputes would be subject to Indian Laws and shall be settled at Courts at Cuttack / Bhubaneswar.

28. Audit

The Bidder shall allow the Registrar, Cooperative Societies, Odisha, its authorised personnel, its auditors (internal and external), authorised personnel from Odisha State Cooperative Bank / Central Cooperative Bank concerned / other 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 Registrar, Cooperative Societies, Odisha, 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.

29. 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.

30. Taxes and Duties

30.1 The Bidder shall be entirely responsible for the payment of all applicable taxes, duties levies, charges, octroi, etc.

30.2 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.

30.3 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.

30.4 Wherever the laws and regulations require deduction of such taxes at the source of payment, the Registrar, Cooperative Societies, Odisha 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 Registrar, Cooperative Societies, Odisha 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.

31. Dispute Resolution

As the successful Bidder shall enter into Agreement with the PACS/LAMPCS concerned, in case of failure to resolve the disputes and differences amicably the matter may be referred to the Registrar, Cooperative Societies, Odisha, whose decision shall be final.

Annexure – I

List of PACS/LAMPCS proposed for establishment of Soil Testing Laboratories during 2013-14

Name of the Division	Name of the Circle	Name of the Block	Sl. No.	Name of the PACS/LAMPCS	Area to which the SCS / LAMPCS belongs to
1	2	3	4	5	6
Bargarh	Bargarh	Bargarh	1.	Adgaon	GENERAL
	-do-	Bheden	2.	Remunda	
	-do-	Barpali	3.	Narayan	
	-do-	Bhatli	4.	Bhatli	
	-do-	Ambabhona	5.	Bhukta	
	Padampur	Padampur	6.	Melchhamunda	
	-do-	Gaisilat	7.	Gaisilat	
Khurda	Khurda	Bolagarh	8.	Bolagarh SCS	
	-do-	Banapur	9.	Kulei SCS	
	-do-	Khurda	10.	Dhaulimuhana SCS	
	-do-	Balipatna	11.	Kakarudrapur SCS	
Cuttack	Cuttack	Salepur	12.	Raisungra SCS	
	-do-	Baranga	13.	Sri Jagannath FACS	
	Athagarh	Athagarh	14.	Gopalpur SCS	
	Cuttack Sadar	Cuttack	15.	Kandarpur SCS	
	Banki	Banki	16.	Kalapatthar SCS	
		Kantapada	17.	Barunei SCS	
	Cuttack Sadar	Tangi Choudwar	18.	Nakhara SCS	
	Athagarh	Athagarh	19.	Kuleilo SCS	
	Cuttack Sadar	Nischintakoili	20.	Nagaspur SCS	
	Kendrapara	Derabisi	21.	Palei SCS	
	Jagatsinghpur	Jagatsinghpur	22.	Purohitapur SCS	
Berhampur	Berhampur	Kukudakhandi	23.	Balipada SCS	
		Patrapur	24.	Patrapur SCS	
		Digapahandi	25.	Gokarnapur SCS	
	Aska	Jagannathprasad	26.	Jagannathprasad SCS	
		Belaguntha	27.	Bori SCS	
		Buguda	28.	B.Koradabadi SCS	
		Shergarda	29.	Sergada SCS	
		Bhanjanagar	30.	Gilundi SCS	
	Chhatrapur	Chhatrapur	31.	Dipilingi SCS	
		Ganja	32.	Humma SCS	
	Aska	Aska	33.	Nalabanta SCS	
	Aska	Kabisuryanagar	34.	Badamahuri SCS	
Dhenkanal	Dhenkanal	Gandia	35.	Karmul SCS	
		Odapada	36.	Naya Bhagirathipur SCS	
		Hindol	37.	Nuabaga SCS	
	Kamakshyanagar	Bhubana	38.	Mathakaragola SCS	
		Kamakshyanagar	39.	Kusumgodi SCS	

Kalahandi	Dharmagada	Junagarh	40.	Charbahal SCS		
	Bhawaniapatna	Kesinga	41.	Kasurpada SCS		
Puri	Puri	Puri	42.	Harekrishnapur SCS		
		Gop	43.	Birtunga SCS		
		Satyabadi	44.	Nuasameswarpur SCS		
		Pipili	45.	TeisipurSCS		
		Nimapara	46.	Tulashipur SCS		
		Brahmagiri	47.	Kahalpada SCS		
		Krushnaprasad	48.	Krushnaprasad SCS		
		Delanga	49.	Kalhhabada SCS		
Sambalpur-II	Deogarh	Barkote	50.	Donra SCS		
		Tileibani	51.	Suguda SCS		
	Jharsuguda	Jharsuguda	52.	Durloga SCS		
		Kirmira	53.	Kirmira SCS		
		Kulabira	54.	Kulabira SCS		
		Laikera	55.	Laikera SCS		
Bolangir	Sonepur	Binika	56.	Binika SCS		
	-do-	Dunguripalli	57.	Dunguripalli SCS		
	-do-	Sonepur	58.	Mahule SCS		
	Biramaharajpur	Ullunda	59.	Mahada SCS		
	Sonepur	Tarava	60.	Tarava SCS		
Balasure	Balasure	Bhogarai	61.	Baunsadiha SCS		S.C.
	-do-	Baliapal	62.	Jagatipur SCS		
	-do-	Basta	63.	Mukulishi SCS		
	-do-	Jaleswar	64.	Alapur SCS		
	-do-	Sadar	65.	Ranasahi SCS		
	-do-	Soro	66.	Anantapur SCS		
Balasure	Bhadrak	Bhadrak	67.	Arnopal SCS		
	-do-	Dhamnagar	68.	Dhamnagar SCS		
	-do-	Chandbali	69.	Bhatapada SCS		
	-do-	Simulia	70.	Markona SCS		
	-do-	Khaira	71.	Govindapur SCS		
	-do-	Bhandaripokhari	72.	Sarasada SCS		
Jajpur	Jajpur	Dasarathpur	73.	Mangalpur SCS		
Angul	Angul	Athamallick	74.	Madhapur SCS		
	-do-	Chendipada	75.	Bagedia SCS		
	-do-	Banarpal	76.	Gadasantri SCS		
	Talcher	Kaniha	77.	Kakudia SCS		
Kandhamal	Kandhamal	Baliguda	78.	Baliguda LAMPCS	T.A.S.P.	
		Tikabali	79.	Sarandagada LAMPCS		
	Nawarangpur	Kosagumuda	80.	Kosagumuda LAMPCS		
Jeypore	Jeypore	Kundra	81.	Kundra LAMPCS		
		Baipariguda	82.	Baipariguda LAMPCS		
		Borigumma	83.	Borigumma LAMPCS		
		Kotpad	84.	Kotpad LAMPCS		
	Koraput	Laxmipur	85.	Laxmipur LAMPCS		
Baripada	Karanjia	Jashipur	86.	Jashipur LAMPCS		
		Sukruli	87.	Sukruli LAMPCS		
	Rairangpur	Bahalda	88.	Bahalda LAMPCS		
	Rairangpur	Rairangpur	89.	Rairangpur LAMPCS		
Berhampur	Paralakhemundi	Kashinagar	90.	Hadubhangi SCS		
		Gosani	91.	Galani SCS		
Sundargarh	Sundargarh	Baragaon	92.	Baragaon LAMPCS		
	Sundargarh	Ujalpur	93.	Ujalpur LAMPCS		
	Banei	Gurundia	94.	Shole LAMPCS		
	Bonei	Banei	95.	Raguda LAMPCS		
	Panposh	Nuagaon	96.	Nuagaon LAMPCS		
	Sundargarh	Sabdega	97.	Sabdega LAMPCS		
	Sundargarh	Lephipada	98.	Lephipada LAMPCS		
Keonjhar	Keonjhar	Jhumpura	99.	Jhumpura LAMPCS		
		Patna	100.	Patna LAMPCS		

BIDDER DETAILS

Details given in this form must be accompanied by documentary evidence to facilitate verification. Documents given with the Eligibility Criteria need not be given again. 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. No.	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 Registrar, Cooperative Societies, Odisha	
	1.10	Website address, if any	
	1.11	Sales Tax/ VAT Number	Enclose Sales Tax/ VAT registration copy
	1.12	Income Tax PAN Number	Enclose individual/ Company's PAN Card copy
1.13	Brief description of present business and experience in managing agriculture related activities.		
2	Financial Details		

	2.1	Annual turnover (2011-12)	
	2.2	Annual turnover (2012-13)	

Annexure – III

Investment in Soil Testing Laboratories by the Private Partner

Sl. No.	Particulars	
1.	Names of the District(s) in which, the Bidder desires to establish STL	
2.	Number of Soil Testing Laboratories for which, the Bid is submitted	
3.	Investment proposed to be brought for each of the STL	
4.	Total investment proposed to be brought for the STLs	
Total amount proposed to be brought in Rupees (in words)		

Place

Date

AUTHORISED SIGNATORY

Name :

Company Seal (if any)

CONTRACT FORM

THIS AGREEMENT made the day of2014 BetweenPrimary Agriculture Cooperative Societies (hereinafter called “the PACS/LAMPCS”) and having its Head Office at (hereinafter referred to as the “PACS/LAMPCS” 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:

(“PACS/LAMPCS” and “the Private Partner” shall, wherever the context requires, be referred collectively as “Parties” and individually as “Party” also)

WHEREAS thePACS/LAMPCS, registered under the Orissa Cooperative Societies Act, 1962 and having its Head Office at for whose behalf Registrar, Cooperative Societies, Odisha invited Bids vide Request for Proposal (RFP) Dated..... for establishment of the 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 Registrar, Cooperative Societies, Odisha for establishment of Soil Testing Laboratories innos. of PACS/LAMPCS in District.

One of the terms of the said RFP is that the Bidder shall sign the Contract Form with each of the PACS/LAMPCS for establishment of the Soil Testing Laboratory.

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 Dated..... Shall 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 Commercial Bid
3. In consideration of the machineries, equipments and services in terms of the RFP Dated..... being provided jointly by the PACS/LAMPCS and the Private Partner, the custom hiring charges shall be shared on a 50:50 basis.
4. The PACS/LAMPCS shall provide premises for office work of the STL and space for keeping the machineries and equipments whereas, the Private Partner shall deploy personnel for maintenance of records of STL and deployment of the machineries and equipments.
5. The PACS/LAMPCS and the Private Partner shall jointly bear the recurring expenses net of subsidy, if any.
6. Any dispute in the matter of establishment and maintenance of the STL shall lie with the Registrar, Cooperative Societies, Odisha 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 the PACS/LAMPCS)

In the presence of
Signed, Sealed and Delivered by the

Said..... (For the Private Partner)

In the presence of