

**Department of Animal Husbandry & Dairying
Ministry of Fisheries, Animal Husbandry & Dairying
Government of India**

**APPOINTMENT OF PROGRAMME MANAGEMENT AGENCY (PMA)
FOR
ASSISTANCE IN IMPLEMENTATION OF NATIONAL ANIMAL DISEASE
CONTROL PROGRAMME FOR FMD AND BRUCELLOSIS (NADCP)
REQUEST FOR PROPOSAL**

October 2019

Contents

Notice Inviting – Request for Proposal.....	4
Disclaimer.....	6
Section 1: Letter of Invitation.....	7
Section 2: Instruction to applicants.....	9
2.1. Introduction.....	9
2.2. Clarification and amendment of RfP documents.....	12
2.3. Earnest Money Deposit.....	12
2.4. Preparation of proposal.....	14
2.5. Submission, receipt and opening of proposals.....	15
2.6. Proposal Evaluation.....	16
2.7. Grant of Work Order.....	22
2.8. Confidentiality:.....	22
2.9. Contract cancellation along with forfeiture of Performance Guarantee.....	22
2.10. Pre-bid meeting.....	24
2.11. Miscellaneous.....	24
2.12. Tentative schedule for selection process.....	25
2.13. Data Sheet.....	25
Section 3: Pre-Qualification and Technical Proposal Standard Forms.....	28
Form 3A: Pre-Qualification Proposal Submission Form.....	29
Form 3B: Self-certification of Minimum Eligibility and of not being blacklisted.....	32
Form 3C: Format for Pre-Qualification Proposal (Cumulative Annual Turnover of Applicant) for Business Consultancy Services.....	33
Form 3D: Format for highlighting relevant experience.....	34
Form 3E: Format for Power of Attorney for Authorized Representative.....	35
Form 3F: Format of Bank Guarantee for Earnest Money Deposit.....	37
Form 3G: Technical Proposal Submission Form.....	40
Form 3H: Format for CV of the professional staff proposed.....	43
Form 3I: Approach and Methodology.....	44
Section 4: Financial Proposal – Standard Forms.....	45
Form 4A: Financial Proposal Submission Form.....	46
Form 4B: Summary of Costs.....	47
Section 5: Terms of Reference.....	48
Scope of Work.....	48

Team	49
Team Structure	50
Team Qualifications.....	50
Duration of engagement	51
Section 6: Standard Form of Work Order.....	52
Form of Work Order.....	53
Annexure A: Form of Bank Guarantee for Performance Security.....	63

Notice Inviting – Request for Proposal

Department of Animal Husbandry & Dairying (DAHD)

Request for proposal (RfP) for assistance in implementation of National Animal Disease Control Programme for FMD And Brucellosis (NADCP)

India's livestock wealth (512 million) includes 190 million cattle, 110 million buffaloes, 135 million goats, 65 million sheep and 10 million pigs. India is the largest producer of milk globally with production of 176.35 million MT (2017-18).

Yet, prevalence of animal diseases is a serious impediment to the growth of the Livestock Sector. Losses due to some of these diseases e.g. Foot & Mouth Disease (FMD), Brucellosis, etc. are humongous and often beyond estimation. It is because of FMD that there is not only reduction in the milk production and trade in livestock products but also there is infertility, reduction in the quality of hides and skins of the animals, including their draught power. Thus, FMD has a direct negative impact on trade of milk and other livestock products.

To contain and manage the same the National Animal Disease Control Programme for FMD and Brucellosis (NADCP) is underway with an aim to control FMD by 2025 with vaccination and its eventual eradication by 2030. This will result in increased domestic production and ultimately in increased exports of milk and livestock products. Intensive Brucellosis Control programme in animals is envisaged for controlling Brucellosis which will result in effective management of the disease in both animals and in humans.

Brucellosis is a reproductive disease of livestock resulting in huge financial losses and has an adverse impact on human health, as it has zoonotic potential. Farm workers and livestock owners are always at risk of contracting as well as spreading this disease. Hence, control of Brucellosis will have a double impact - both in human health and livestock health, besides rich economic gains to the animal owners / farmers.

DAHD intends to on-board a Programme Management Agency (PMA), for a period of 2 years to assist and support DAHD and State Governments /UT Administrations in the implementation of NADCP. The PMA will be responsible for continuous engagement with the DAHD, State Governments /UT Administrations and other agencies being hired to implement the program.

The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the RfP document uploaded on the website: <http://eprocure.gov.in> and <http://dahd.nic.in>.

Interested applicants are requested to submit their responses to the “RfP” on Central Public Procurement Portal (<http://eprocure.gov.in>) on or before 1st November 2019 by 03:00 PM.

The submissions must be addressed to:

Joint Commissioner (Livestock Health),
Room No. 354,
Department for Animal Husbandry & Dairying,
Ministry of Fisheries, Animal Husbandry & Dairying,
Government of India,
Krishi Bhavan,
New Delhi 110001

Disclaimer

1. This RFP document is neither an agreement nor an offer by Department of Animal Husbandry & Dairying; Ministry of Fisheries, Animal Husbandry & Dairying, Government of India (hereinafter referred to as DAHD) to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. DAHD does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for DAHD to consider needs of each party who reads or uses this document. RFP includes statements which reflect various assumptions and assessments arrived at by DAHD in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. DAHD will not have any liability to any prospective Applicant/ Firm/ or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise 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 DAHD or their employees, any PMA or otherwise arising in any way from the selection process for the Assignment. DAHD will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFP.
4. DAHD will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that DAHD is bound to select an Applicant or to appoint the Selected Applicant for the services and DAHD reserves the right to accept/reject any or all of proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. DAHD also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP Application.
5. The information given is not exhaustive on account of statutory requirements and should not be regarded as complete or authoritative statement of law. DAHD accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. DAHD reserves the right to change/ modify/ amend/ cancel any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the website of DAHD and CPPP portal.

Section 1: Letter of Invitation

New Delhi

Date: 10th October 2019

Department of Animal Husbandry & Dairying (DAHD)

India's livestock wealth (512 million) includes 190 million cattle, 110 million buffaloes, 135 million goats, 65 million sheep and 10 million pigs. India is the largest producer of milk globally with production of 176.35 million MT (2017-18).

Yet, prevalence of animal diseases is a serious impediment to the growth of the Livestock Sector. Losses due to some of these diseases e.g. Foot & Mouth Disease (FMD), Brucellosis, etc. are humongous and often beyond estimation. It is because of FMD that there is not only reduction in the milk production and trade in livestock products but also there is infertility, reduction in the quality of hides and skins of the animals, including their draught power. Thus, FMD has a direct negative impact on trade of milk and other livestock products.

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1. Objective

The main objective of the assignment is to assist and support DAHD and State Governments /UT Administrations in the implementation of NADCP. The Agency will be responsible for continuous engagement with the DAHD, State Governments /UT Administrations and other agencies being hired to implement the program. The detailed terms of reference are given in Section 5.

2. A Programme Management Agency will be selected as per Quality cum Cost Based Selection (QCBS) process.

The RfP includes the following documents:

Section 1	Letter of Invitation
Section 2	Instructions to Applicants

Section 3	Pre – Qualification and Technical Proposal - Standard Forms
Section 4	Financial Proposal - Standard forms
Section 5	Terms of Reference
Section 6	Standard format of Work Order

All clarifications/ corrigenda will be published only on the website of DAHD. The official website for accessing the information related to RfP is: www.dahd.nic.in (the “Official Website”) along with Central Public Procurement Portal (eprocure.gov.in/eprocure/app).

Section 2: Instruction to applicants

2.1. Introduction

- 2.1.1 The Client, named in the Data Sheet will select an agency or agencies in accordance with the method of selection specified in the data sheet. Applicants are advised that the selection of PMA shall be based on an evaluation by client through the selection process specified in this RfP (the selection process). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the selection process will be given and that client's decisions are final without any right of appeal whatsoever.
- 2.1.2 The applicants are invited to submit Pre-qualification, Technical and Financial Proposals (collectively called as - the proposal), as specified in the data sheet, for the services required for the assignment. The proposal will form the basis for grant of Work Order to the selected PMA. The PMA shall carry out the assignment in accordance with the Terms of Reference of RfP (the ToR).
- 2.1.3 The applicant shall submit the proposal in the form and manner specified in this RfP. The proposal shall be submitted as per the forms given in relevant sections herewith.
- 2.1.4 Applicants shall bear all costs associated with the preparation and submission of their proposals and their participation in the selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by client or any other costs incurred in connection with or relating to its proposal. The client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to grant of Work Order, without thereby incurring any liability to the applicants.
- 2.1.5 Client requires that the applicant shall hold client's interest's paramount, avoid conflicts with other assignments or with its own interests and act without any consideration for future work. The applicant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of Client and the project.
- 2.1.6 It is the Client's policy to require that the applicants observe the highest standard of ethics during the selection process and execution of work/assignment. In pursuance of this policy, the client:
- a) will reject the proposal for award if it determines, at any stage/time, that the applicant has engaged in corrupt or fraudulent activities in competing for the Work Order in question;
 - b) will declare an applicant ineligible, either indefinitely or for a stated period of time, to be awarded any contract or Work Order if it at any time determines that the applicant has

engaged in corrupt or fraudulent practices in competing for and in executing the Work Order.

- 2.1.7 **Arbitration:** If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RfP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by Secretary, DAHD whose decision shall be final and binding on the parties.
- 2.1.8 Termination of assignment: Client will have the right to terminate the assignment by giving 30 (thirty) days' notice in writing. In the event of termination for no fault of Applicant, the Client will reimburse all the expenses incurred by the Applicant (upon submission of proof) including closing-up of the project. If the assignment is terminated due to the fault of the Applicant or in case of termination of the assignment by the Applicant for reasons not attributable to the Client, the Client will forfeit the performance security of the Applicant.
- 2.1.9 The Applicant shall submit his proposal in four covers containing details of **Earnest Money Deposit (EMD), Pre-Qualification Proposal, Technical Proposal and Financial Proposal** respectively on Central Public Procurement Portal (<http://eprocure.gov.in/eprocure/app>). Original EMD is to be deposited at DAHD. **No proposal shall be accepted in any other form and shall be summarily rejected.** The submissions for Pre-Qualification shall be evaluated first as specified in this RfP. Subsequently the technical and financial evaluation as specified in this RfP will be carried out only for those Applicants who meet the Pre- Qualification criteria. Based on this evaluation, a list of finally qualified Applicants shall be prepared in the order of their merit.
- 2.1.10 The evaluation will be done in accordance with procedure given in Clause 2.6.
- 2.1.11 Number of Proposals: No Applicant shall submit more than one Application.
- 2.1.12 Right to reject any or all Proposals:
- i. Notwithstanding anything contained in this RfP, the Client reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
 - ii. Without prejudice to the generality of above, the Client reserves the right to reject any Proposal if:
 - a. at any time, a misrepresentation is made or discovered, or

- b. the Applicant does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
- iii. Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified/ rejected, then the Client reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.

2.1.13 Acknowledgement by Applicant

- i. It shall be deemed that by submitting the Proposal, the Applicant has:
 - a. made a complete and careful examination of the RfP;
 - b. received all relevant information requested from the Client;
 - c. accepted the risk of inadequacy, error or mistake in the information provided in the RfP or furnished by or on behalf of the Client;
 - d. satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - e. acknowledged that it does not have a Conflict of Interest;
 - f. agreed to be bound by the undertaking provided by it under and in term hereof, and
 - g. conducted its own investigations and analysis and checked the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RfP and obtained independent advice from appropriate sources.
- ii. The Client and/ or its advisors shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RfP or the Selection Process, including any error or mistake therein or in any information or data given by the Client and/ or its consultant.

2.2. Clarification and amendment of RfP documents

Applicants may seek clarification on this RfP document, within five (5) days of the date of issue of this RfP document. Any request for clarification must be sent by standard electronic means (PDF and/or word file) to the Client's email address (mentioned below) and through post to client's office addressed to:

**Joint Commissioner,
Room No. 354,
Department for Animal Husbandry & Dairying,
Ministry of Fisheries, Animal Husbandry & Dairying,
Government of India,
Krishi Bhavan,
New Delhi**

The Client will endeavor to respond to the queries prior to the Proposal Due Date. The Client will post the reply to all such queries on its official website and/or on the Central Public Procurement portal (CPPP).

2.2.1 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative/discretion or in response to a clarification requested by a prospective Applicant, modify/ update the RfP documents by way of an amendment. Only the amendments/ corrigenda posted on the Client's Official Website shall be valid. In order to provide the Applicants a reasonable time for taking an amendment into account, the Client may at its discretion extend the Proposal Due Date.

2.2.2 Date of Pre-Bid Meeting and venue is mentioned in Data Sheet. Applicants willing to attend the pre-bid should inform client beforehand in writing through email. The maximum number of participants from an applicant, who choose to attend the Pre-Bid Meeting, shall not be more than two per applicant. The representatives attending the Pre-Bid Meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization.

2.3. Earnest Money Deposit

2.3.1 An Earnest Money Deposit in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favour of Pay and Account Officer, DAHD, New Delhi, payable at New Delhi, for the sum of Rs. 10,00,000/- (Rupees Ten Lakh Only) shall be required to be submitted by each Applicant. The Bank Guarantee shall be in the format of Form 3F.

2.3.2 The Demand Draft/ Bank Guarantee in original shall be placed in an envelope and marked as —EMD— [name of assignment] and —Not to be opened except in the presence of evaluation committee. This envelope shall be delivered to DAHD in physical form before the Proposal

Due Date. In addition, a scanned copy (in pdf format) shall also be uploaded on CPPP. Bids received without the specified Earnest Money Deposit Bid Security will be summarily rejected.

- 2.3.3 Client will not be liable to pay any interest on Earnest Money Deposit. Bid security of Pre-Qualified but unsuccessful Applicants shall be returned, without any interest, within one month after grant of the Work Order to the Selected Applicant or when the selection process is cancelled by Client. The Selected Applicant's Earnest Money shall be returned, without any interest upon the Applicant accepting the Work Order and furnishing the Performance in accordance with provision of the RfP and Work Order.
- 2.3.4 Client will be entitled to forfeit and appropriate the EMD as mutually agreed loss and damage payable to Client in regard to the RfP without prejudice to Client's any other right or remedy under the following conditions:
- i. If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RfP (including the Standard Form of Work Order);
 - ii. If any Applicant withdraws its Proposal during the period of its validity as specified in this RfP and as extended by the Client from time to time,
 - iii. In the case of the Selected Applicant, if the Selected Applicant fails to accept the Work Order or provide the Performance Security within the specified time limit, or
 - iv. If the Applicant commits any breach of terms of this RfP or is found to have made a false representation to Client.

Performance Security equivalent to the amount indicated in this RfP shall be furnished before start of work on assignment in form of a Bank Guarantee substantially in the form specified in the RfP/ Work Order.

For the successful bidder, the Performance Security shall be retained by Client until the completion of the assignment by the Applicant and be released 60 (Sixty) days after the completion of the assignment.

- 2.3.5 Any entity which has been barred by the Central Government, any State Government, a statutory or by order of a judicial/regulatory authority or a public sector undertaking from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.
- 2.3.6 An Applicant should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been

expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

2.4. Preparation of proposal

- 2.4.1 Applicants are requested to submit their Proposal in English language and strictly in the formats provided in this RfP. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.4.2 In preparing their Proposal, Applicants are expected to thoroughly examine the RfP Document.
- 2.4.3 The pre-qualification and technical proposal should provide the documents as prescribed in this RfP. No information related to financial proposal should be provided in the pre-qualification and technical proposal.
- 2.4.4 Failure to comply with the requirements spelt out above shall lead to deduction of marks during the evaluation. Further, in such a case, Client will be entitled to reject the Proposal. However, if any information related to financial proposal is included in the pre-qualification and technical proposal the applicant shall be disqualified and his proposal will not be considered.
- 2.4.5 The Proposals must be digitally pre-signed by the Authorized Representative (the — Authorized Representative) as detailed below:
- i. by the proprietor in case of a proprietary firm;
 - ii. by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - iii. by a duly authorized person holding the Power of Attorney/Board Resolution, in case of a Limited Company or a corporation.
- 2.4.6 Applicants should note the Proposal Due Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RfP, no supplementary material will be entertained by the Client, and the evaluation will be carried out only based on Documents received by/before the closing time of Proposal Due Date as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non- responsive on any aspects.
- 2.4.7 **Financial proposal:** While preparing the Financial Proposal (Form 4A and 4B), Applicants are expected to consider the various requirements and conditions stipulated in this RfP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs

including but not limited to all taxes (except GST) associated with the Assignment. While submitting the Financial Proposal, the Applicant shall ensure the following:

- i. All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.), local transportation at the location of deployment, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- ii. The Agency may have to travel to different States at any given point of time. In such cases, the transportation charges shall be borne by the Client based on approved norms of the department and in consultation with IFD, DAHD.
- iii. The Financial Proposal shall consider all the expenses and tax liabilities and cost of insurance specified in the Work Order, levies and other impositions applicable under the prevailing law. For the avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Applicant shall be paid only GST over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

2.4.8 The Financial proposal of the technically qualified participating agencies will be opened by the Committee on the prescribed date in the presence of the Agency's representatives. The names of technically qualified participating agencies with their overall technical scores shall be read aloud. The Financial proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial proposals shall be then opened, and the total prices (Financial Quote) read aloud and recorded.

2.4.9 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RfP.

2.4.10 Applicants shall express the price of their services in Indian Rupees only.

2.5. Submission, receipt and opening of proposals

2.5.1 The Proposal shall be submitted through e-procurement portal CPPP. The procedure for filing of e-tender is provided on the portal. Files uploaded on the portal should have file name in accordance to following format [form name. applicant name]. Applicant name should contain only first two words of its name. Proposal received in any other manner shall be summarily rejected.

- 2.5.2 The Authorized Representative of the Applicant should authenticate EMD Details, Pre-qualification, Technical and Financial proposal using digital signatures. The Authorized Representative's authorization should be confirmed by a written power of attorney/Board Resolution by the competent authority accompanying the Proposal. (Pre-Qualification Proposal).
- 2.5.3 The Applicant shall submit his proposal in four covers containing details of **EMD, Pre-Qualification Proposal, Technical Proposal** and **Financial Proposal** respectively, on e-procurement portal.
- 2.5.4 No proposal shall be accepted after the due date for submission of Proposals. After the deadline for submission of proposals, the Pre-Qualification Proposal shall be opened by the Evaluation Committee to evaluate whether the Applicants meet the prescribed Minimum Qualification Criteria. The Technical and Financial Proposals shall remain sealed.
- 2.5.5 After the Proposal submission and until the grant of the Work Order, if any Applicant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the applicant firm to influence the Client during the Proposal evaluation, Proposal comparison or grant of the Work Order decisions may result in rejection of the applicant's proposal.

2.6. Proposal Evaluation

- 2.6.1 As part of the evaluation, the Pre-Qualification Proposal submitted (Form 3A - 3E) shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal submission, for Applicants who meet the Minimum Qualification Criteria (— Shortlisted Applicant), shall be checked for responsiveness in accordance with the requirements of the RfP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RfP document.
- 2.6.2 Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RfP at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

Pre-qualification

- i. The client will satisfy itself that the applicants meets the minimum qualifications prescribed before evaluating technical and financial proposals.

Technical Proposal

- i. The Technical Proposal is received in the form specified in this RfP;

- ii. It is accompanied by the Earnest Money Deposit as specified in this RfP;
- iii. It is received by the Proposed Due Date including any extension thereof in terms hereof;
- iv. It does not contain any condition or qualification; and
- v. It is not non-responsive in terms hereof.

Financial Proposal

- i. The Financial Proposal is received in the form specified in this RfP;
- ii. It is received by the Proposed Due Date including any extension thereof in terms hereof;
- iii. It does not contain any condition or qualification; and
- iv. It is not non-responsive in terms hereof

2.6.3 The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. However, client reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The Client will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below. As part of the evaluation, the Pre-Qualification Proposals submitted should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Proposal of such an Applicant will not be evaluated further.

2.6.4 Minimum Qualification Criteria

S. No.	Basic Requirement	Specific Requirements	Documents Required	Document
1	Registration	Applicant/Bidder should be a registered firm / company / partnership Should have been operating for the last ten years.	Copy of Certificate of Incorporation	Form 3B
2	Blacklisting	Applicant/Bidder should not be black-listed by any Central / State Government / Public Sector Undertaking / Judicial pronouncement in India	Self-Certification	Form 3B
3	Programme management assistance	Should have experience of running at least 3 project management unit (PMU)/ programme management agency (PMA) for Central Government/ Central	Work Order/ LOI/ Completion Certificate	Form 3D (format)

		Government Agencies/ PSUs in the last 5 years of minimum contract value of INR 5 Crore each		
4	Scheme Implementation experience	Should have experience of supporting Central Government/ Central Government Agencies / State Government Agencies for implementation of schemes in Animal Husbandry/Agriculture/ Food Processing sector for last 3 years	Work Order/LOI/Completion Certificate	Form 3D (format)
5	Turnover from consulting services	Should have a minimum annual turnover of INR 500 Crore from Indian operations in business consulting services in each of the previous three financial years (FY 15-16, 16-17 and 17-18)	Certificate from statutory auditor /audited financial statements for the three previous financial years	Form 3C

2.6.5 **Technical Evaluation:** The Evaluation Committee (Evaluation Committee) appointed by the Client will carry out the evaluation of Proposals based on the following evaluation criteria and points system. If required, the Client may seek specific clarifications from any or all Agency at this stage. Each evaluated Proposal will be given a technical score (St) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

S. No.	Technical proposal evaluation parameters	Marking Criteria	Maximum Marks
A.	Project Experience (Form 3D)		30 marks
1.	Experience of managing large scale PMU for Central Government/ Central Government entities with a minimum contract value of INR 5 crores each in last 5 years in India	3 marks per project	15 marks
2.	Experience of providing project/programme	4 marks per project	8 marks

	management assistance on cold chain/cold storage infrastructure to Central Government/ Central Government Agencies / State Government Agencies in the last 5 years in India		
3.	Experience in implementing / managing IT dashboard or Business Intelligence (BI) solutions for central government	2 marks per project	4 marks
4.	Experience of managing Central Government programmes / initiatives that includes promotion and awareness campaigns	1.5 marks per project	3 marks
B. Team Experience (Form 3H)			20 marks
1.	Project Director	<ul style="list-style-type: none"> • Min. educational qualification – MBA or equivalent from a reputed and recognized University or Institution • Min. work experience - 18 years • Managed large Central Government / PMA / PMU / Business environment improvement projects • Should have been with the agency for the past 5 years 	5 marks
2.	Project Manager	<ul style="list-style-type: none"> • Min. educational qualification – MBA or equivalent from a reputed and recognized University or Institution • Min. work experience – 10 years • Experience in policy implementation, policy evaluation and advocacy, implementation of key Central Government initiatives • Should have been with the agency for the past 5 years 	4 marks
3.	Technical Expert	<ul style="list-style-type: none"> • Min. educational qualification - Graduate or Post Graduate in veterinary 	3 marks

Department of Animal Husbandry and Dairying

		<p>sciences from a reputed and recognized University or Institution</p> <ul style="list-style-type: none"> • Min. work experience - 10 years in animal health 	
4.	Technology (MIS) Expert	<ul style="list-style-type: none"> • Min. educational qualification – <ul style="list-style-type: none"> • M. Tech (IT/CS), MCA or MBA or equivalent with B. Tech (IT/CS/Electronics)/ BCA • Min. work experience - 7 years • Experience of developing / management at least one online IT solution or one MIS dashboard for central/ state government or multilateral agency in India • Experience in supporting IT projects in the area of business process re-engineering 	3 marks
5.	Zonal Coordinators	<ul style="list-style-type: none"> • Min. educational qualification - MBA or equivalent from a reputed and recognized University or Institution • Work experience – 3-5 years • Experience for large transformational advisory projects/PMU/PMA to state/central governments/PSU 	5 marks <i>*(1 mark for zonal coordinator)</i>
C. Approach & Methodology (Form 3I), including technical presentation			50 marks
1.	Conceptual Clarity & Understanding of Assignment		10 marks
2.	Approach & Methodology		30 marks
3.	Case study of handling large-scale Central Govt. PMU		5 marks
4.	Work Plan		5 marks
Total (A + B + C)			100 marks

*The team of zonal coordinators shall be stationed at DADH office in Krishi Bhavan

Presentation will have to be made before Empowered Committee to evaluate bids

2.6.6 The technical score would be calculated for each applicant by the Client and all the applicants who get at least 70 marks out of 100 would be considered for financial evaluation. Applicants

who get a technical score of less than 70 out of 100 would not be considered for the financial evaluation.

2.6.7 The final selection of the consultant would be based on QCBS (Quality-Cum Cost Based Methodology). The financial score would be calculated through a normalization process where the lowest bidder would be given 100 marks and scores of all other bidders would be normalized against this. Final selection would be based on weighted score where the weights for technical and financial scores would be in the ratio of 80:20. The applicant with the highest weighted score would be awarded the contract.

2.6.8 The Agency with lowest qualifying Financial Quote (L1) will be awarded normalized score of 100 (amongst the participating Agency which did not get disqualified on the basis of technical score). Financial Scores for other than L1 participating Agency will be evaluated using the following formula: Financial Score of an Agency (Fn) = {(Financial Quote of L1/Financial Quote of the Agency) X 100} (Adjusted to two decimal places).

2.6.9 Final Score

The technical and financial scores secured by each Agency will be added using weightage of 80% and 20% respectively to compute the Final Score.

The Final Score will be calculated (to two decimal points) as follows:

$$B_n = 0.80 * T_n + 0.20 * F_n$$

Where B_n = Final Score of Agency

T_n = Technical score of the Agency (out of maximum of 100 marks)

F_n = Normalized financial score of the Agency

The Agency securing the highest Composite Score will be adjudicated as the selected Agency for award of the Project. In the event the composite bid scores are “tied”, the Agency securing the highest technical score will be adjudicated as the selected Agency for award of the Project.

Example 1: Illustration of calculation based on dummy data.

Score	Weights Assigned	Agency (X)	Agency (Y)
Technical	0.80	90	80
Financial	0.20	80	70
Composite Score		89.5	84

2.6.10 Project awarded to Agency (X) based on highest score.

2.7. Grant of Work Order

2.7.1 After selection, a Work Order will be issued, in duplicate, by the Client to the Successful Applicant and the Successful Applicant shall, within 3 (three) days of the receipt of the Work Order, sign and return the duplicate copy of the Work Order in acknowledgement thereof. In the event the duplicate copy of the Work Order duly signed by the Successful Applicant is not received by the within 3 (three) days of the receipt of the Work Order, the Client may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Applicant in full or to the extent of mutually agreed pre-estimated loss and damage suffered by the Client on account of failure of the Successful Applicant to acknowledge the Work Order, and the next highest ranking Applicant may be considered.

2.7.2 **Performance Security:** Performance Security equivalent to 10 (Ten) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/Scheduled Bank by the Successful Applicant, before start of work on assignment, in form of a Bank Guarantee substantially in the form specified at Annexure of the Work Order. For the successful bidder, the Performance Security will be retained by Client until the completion of the assignment by the by the Successful Applicant and be released 60 (Sixty) Days after the completion of the assignment.

2.8. Confidentiality:

Information relating to evaluation of proposals and recommendations concerning grant of the Work Order shall not be disclosed to the applicants, their representatives/agents or any person connected to the Applicant(s) who submitted the proposals or to other persons not officially concerned with the process, until the Successful Applicant has been notified that it has been given the Work Order.

2.9. Contract cancellation along with forfeiture of Performance Guarantee

2.9.1 The Applicants and their respective officer(s), employee(s), agent(s), representative(s) and adviser(s) shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RfP, the Client will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through its officer(s), employee(s), agent(s), representative(s) and adviser(s), engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the —Prohibited Practices) in the Selection Process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, regarding the RfP, including consideration and evaluation of such Applicant’s proposal.

2.9.2 Without prejudice to the rights of the Client under this Clause, hereinabove and the rights and remedies which the Client may have under the WORK ORDER or the Agreement, if an Applicant, as the case may be, is found by the Client to have directly or indirectly or through its agent(s)/representative(s), engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the WORK ORDER or the execution of the Agreement, such Applicant shall not be eligible to participate in any tender or RfP issued by the Client during a period of 5 (five) years from the date such Applicant, as the case may be, is found by the Client to have directly or through its agent(s)/representative(s), engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

2.9.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

corrupt practice' means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the WORK ORDER or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the WORK ORDER or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the WORK ORDER or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;

- a) fraudulent practice means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- b) coercive practice means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- c) undesirable practice means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- d) restrictive practice means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.10. Pre-bid meeting

2.10.1 Pre-Bid Meeting of the Applicants will be convened off-line at the designated date, time and place. A maximum of two agents/representatives of each Applicant will be allowed to participate on production of an authorization letter/board resolution from the Applicant.

2.10.2 During Pre-Bid Meeting, the Applicants will be free to seek clarifications (posted on the website) and make suggestions for consideration of the Client. The Client will endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

2.11. Miscellaneous

2.11.1 The Selection Process shall be governed by and construed in accordance with the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

2.11.2 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

2.11.2.1 suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

2.11.2.2 consult with any Applicant in order to receive clarification or further information;

2.11.2.3 retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or

2.11.2.4 independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

2.11.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

2.11.4 All documents and other information provided by Client or submitted by an Applicant to the Client shall remain or become the property of the Client. Applicants and the PMA, as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Applicant to the Client in relation to the assignment shall be the property of the Client.

2.11.5 The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

2.12. Tentative schedule for selection process

The Client will endeavor to follow the following schedule:

Date of issue of RFP	10 th October 2019
Last date for receiving queries/requests for clarification	14 th October 2019
Pre-bid meeting	16 th October 2019
DAHD's response to queries/requests for clarification	18 th October 2019
Proposal due date	1 st November 2019
Opening of pre-qualification and technical proposals	1 st November 2019
Presentation by the applicants meeting the pre-qualification criteria	8 th November 2019
Opening of financial bid	15 th November 2019

*Applicant may note that the venue and time of opening of financial bid shall be posted on official website of Client after presentation by the Applicants.

2.13. Data Sheet

Reference	Description
Section 1; Point 1	The Department proposes to engage a reputed organization to assist and support DAHD and State Governments /UT Administrations in the implementation of NADCP. The Agency will be responsible for continuous engagement with the DAHD, State Governments /UT Administrations and other agencies being hired to implement the program.
Section 1; Point 2	A PMA will be selected as per Quality cum Cost Based Selection (QCBS) process.
2.1.1	
2.3.4	The proposal of the applicant shall be valid for 60 (sixty) days from the Proposal Due Date.

<p>2.2</p>	<p>Clarification must be requested on or before 14th October 2019, 05:00 PM.</p> <p>Applicants shall share the MS Word file in soft copy of pre-bid queries at the time of requesting clarifications. The address for requesting clarification is:</p> <p>Joint Commissioner, Room No. 354, Department for Animal Husbandry & Dairying, Ministry of Fisheries, Animal Husbandry & Dairying, Government of India, Krishi Bhavan, New Delhi</p> <p>E-mail – jclhdadf@gmail.com</p>
<p>2.2.2</p>	<p>Date & Time of pre-bid meeting: 16th October 2019 at 03:00 PM, at the Official Address:</p> <p>Department for Animal Husbandry & Dairying, Ministry of Fisheries, Animal Husbandry & Dairying, Government of India, Krishi Bhavan, New Delhi</p>
<p>2.4.6</p>	<p>The last date of submission of Proposal is 1st November 2019 at 03:00 PM. The proposal will be submitted on CPPP. The address for submission of EMD/Bank Guarantee is:</p> <p>Joint Commissioner, Room No. 354, Department for Animal Husbandry & Dairying,</p>

	Ministry of Fisheries, Animal Husbandry & Dairying, Government of India, Krishi Bhavan, New Delhi
Form 4A and 4B	The applicant to state cost in Indian Rupees only - both in figures and words.

Section 3: Pre-Qualification and Technical Proposal Standard Forms

Form 3A: Pre –Qualification Proposal Submission Form

Form 3B: Self-certification of Minimum Eligibility and of not being blacklisted

Form 3C: Average Annual Turnover of Applicant

Form 3D: Format for highlighting relevant experience

Form 3E: Format for Power of Attorney for Authorized representative

Form 3F: Format of Bank Guarantee for Earnest Money Deposit

Form 3G: Technical Proposal Submission

Form 3H: Format for CV of the professional staff proposed

Form 3I: Approach and Methodology

*Please attach a clear scan copy of all the documents

Form 3A: Pre-Qualification Proposal Submission Form

[Location, Date]

To

Joint Commissioner
Room No. 354,
Department of Animal Husbandry & Dairying
Ministry of Fisheries, Animal Husbandry & Dairying
Government of India

RfP dated [date] for selection of Programme Management Agency (PMA) for [name of assignment]

Dear Sir/ Madam,

With reference to your RfP document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Pre- Qualification Proposal for selection as Programme Management Agency (PMA) for [name of assignment]. The Proposal is unconditional and unqualified. We are submitting our Proposal as [name of the Applicant]. We understand you are not bound to accept any Proposal you receive. Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the PMA, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the PMA for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We declare that:

- (a) We have examined and have no reservations to the RfP, including any Addendum issued by the Authority;
 - (b) We do not have any conflict of interest in accordance with the terms of the RfP;
 - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RfP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any Government, Central or State; and
 - (d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the PMA, without incurring any liability to the Applicants.
8. We declare that we are not associated or affiliated to any other Applicant applying for Selection as the PMA.
9. We declare that we are not a member of any other Consortium/JV applying for selection as a PMA.
10. We certify that we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the Central Government, any State Government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RfP.
12. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
13. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of PMA or in connection with the selection process itself in respect of the above mentioned Project.
14. We agree and understand that the proposal is subject to the provisions of the RfP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
15. We agree to keep this offer valid for 60 (sixty) days from the Proposal Due Date specified in the RfP.

16. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
17. The Technical and Financial Proposal is being submitted in a separate cover. This Pre-Qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.
18. We agree and undertake to abide by all the terms and conditions of the RFP Document.

Yours sincerely,

Signature

Name and title of Authorized signatory/Authorized Representative

(Name of Firm)

Address:

Telephone:

Fax:

(Name and seal of the Applicant/ Authorized Representative)

Form 3B: Self-certification of Minimum Eligibility and of not being blacklisted

[Location, Date]

Here give a certificate that the Applicant is a registered firm/ company/ partnership* and is not being currently blacklisted** by any Central/ State/ Public Sector undertaking in India.

If at any time it is found that the Applicant did not have the capabilities as enumerated above, DAHD may put the Applicant in negative list without prejudice to any other civil/ criminal action under the law and forfeiture of the earnest money deposit and in due course the performance guarantee in lieu of penalty

*Kindly provide supporting documents of being registered firm/incorporation certificate

**Kindly provide details if the company has been blacklisted in the past with the relevant supporting documents

Form 3C: Format for Pre-Qualification Proposal (Cumulative Annual Turnover of Applicant) for Business Consultancy Services

S. No.	Financial years	Turnover from Indian operations in Business Consulting Services (INR)
1.	2015-16	
2.	2016-17	
3.	2017-18	
	Cumulative Annual Turnover	

Certificate from the Statutory Auditor

This is to certify that [name of company] [registered address] has received the payments from Consultancy services shown above against the respective years.

Name of Authorized Signatory

Designation

Name of firm

Signature of Authorized Signatory Seal of Audit firm

Note:

1. In case the Applicant does not have a statutory auditor, it may provide the certificate from any other Chartered Accountant

Form 3D: Format for highlighting relevant experience

Please give details of each project on a separate sheet.

Assignment Name:	Approx. value of the Contract:
Country: Location within the Country:	Duration of assignment (months):
Name of Client:	Total number of staff-months:
Address of Client:	Completion Date (Month/Year)
Name of Project Manager involved and functions performed:	
Names of senior personnel and qualification details:	
Description of Actual Services Provided by Your Staff:	

*Kindly provide supporting documents such as contract/Work Order copy etc.

*Please note that the experience will not be counted if the relevant supporting document is not attached.

*Please provide experience of the registered firm/company/partnership who is applying (do not share experience of sister companies/subsidiaries).

* Please attach a clear scan copy of the supporting documents

Form 3E: Format for Power of Attorney for Authorized Representative

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr / Ms. [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the — Authorized Representative), with power to sub-delegate, in writing, to any person, 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 Proposal for and selection as Programme Management Agency (PMA) for [name of assignment], to be developed by (the — Authority) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until accepting the Work Order with the Authority.

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

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in yyyy format].

For [name and registered address of organization]

[Signature] [Name] [Designation]

Witnesses:

1. [Signature, name and address of Witness]

2. [Signature, name and address of Witness]

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Form 3F: Format of Bank Guarantee for Earnest Money Deposit

BG No.

Date:

1. In consideration of you, Department of Animal Husbandry & Dairying, Ministry of Fisheries, Animal Husbandry & Dairying, Government of India, Krishi Bhawan, New Delhi — 110011 (hereinafter referred to as the — Authority which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of **[Name of company]**, (hereinafter referred to as the — Bidder which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Programme Management Agency (PMA) for **[name of assignment]** pursuant to the RfP Document dated [date] issued in respect of the Assignment and other related documents including without limitation the draft Work Order for services (hereinafter collectively referred to as — RfP Documents), we **[Name of the Bank]** having our registered office at **[registered address]** and one of its branches at [branch address] (hereinafter referred to as the — Bank), at the request of the Bidder, do hereby in terms of relevant clause of the RfP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RfP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of **Rs. [in figures] ([in words])** (hereinafter referred to as the — Guarantee) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said RfP Document.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RfP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RfP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RfP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to

fulfill and comply with the terms and conditions contained in the RfP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RfP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs. [in figures] ([in words])**.

4. This Guarantee shall be irrevocable and remain in full force for a period of 60(sixty) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, acquisition, merger or amalgamation of the Bidder or the Bank with any other Company, Corporation, LLP or a Firm.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the full liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RfP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RfP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RfP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of extension of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

8. We undertake to make the payment on receipt of your notice of claim on us addressed to **[Name of bank along with branch address]** and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Banks liability under this Guarantee shall be restricted to **Rs. [in figures] ([in words])**. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before **[date]**/15 days from the date of receipt of notice by the Bank. Signed and Delivered by [name of Bank]

By the hand of Mr; /Ms; [name], it's [designation] and authorized official;

(Signature of the Authorized Signatory)

(Official Seal)

Notes:

1. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
2. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Form 3G: Technical Proposal Submission Form

[Location, Date]

Joint Commissioner,

DAHD,
Krishi Bhawan,
New Delhi-110001

RfP dated [date] for selection for [name of assignment]

Sir,

With reference to your RfP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the applicant].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RfP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RfP.

We understand you/Client are not bound to accept any Proposal you receive.

Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Programme Management Agency (PMA), and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the PMA for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We declare that:
 - a. We have examined and have no reservations to the RfP, including any Addendum issued at any stage by the Authority;
 - b. We do not have any conflict of interest in accordance with the terms of the RfP;
 - c. We have not directly or indirectly or through an agent/representative engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RfP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and
 - d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the PMA, without incurring any liability to the Applicants.
8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members or our affiliates have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RfP.
10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.

11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of PMA or in connection with the selection process itself in respect of the above mentioned Project.
12. We agree and understand that the proposal is subject to the provisions of the RfP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
13. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
14. We agree and undertake to abide by all the terms and conditions of the RfP Document.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

(Name and seal of the Applicant/Member in Charge)

Form 3H: Format for CV of the professional staff proposed

(Please attach separate sheets for each resource)

1.	Name:			
2.	Position:			
3.	Date of Birth:			
4.	Education:			
	From	To	Company	Position held
5.	Employment Record			
6.	Brief Profile (Years of experience etc.)			
7.	Countries of Work Experience:			
8.	Languages Known:			
9.	Work Undertaken that Best Illustrates Capability to Handle the Task			
	Assigned Year:			
	Location:			
	Client:			
	Position Held:			
	Main features:			
	Activities Performed:			

Form 3I: Approach and Methodology

- Conceptual Clarity & Understanding of Assignment
- Approach & Methodology
- Case study of handling large-scale Central Govt. PMU
- Work Plan

Section 4: Financial Proposal – Standard Forms

Form 4A: Financial Proposal Submission

Form 4B: Summary of Costs

Form 4A: Financial Proposal Submission Form

[Location]

[Date]

To
Joint Commissioner,
Department for Animal Husbandry & Dairying,
Krishi Bhawan,
New Delhi-110001

Dear Sir,

Subject: Services for [name of assignment]

We, the undersigned, offer to provide the services for [name of assignment] in accordance with your Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures] (excluding GST).

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

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

We understand you are not bound to accept any Proposal you receive.

Yours Sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of the Firm:

Address:

Form 4B: Summary of Costs

Total Cost [#]	
Tax*	
Total cost of Financial Proposal (Incl. applicable taxes)	

Following are the man-month details of our Financial Proposal:

Sr. No.	Resources	Man-month rates
1	Project Director	
2	Project Manager	
3	Technical Expert	
4	Technology (MIS) Expert	
5	Zonal Coordinator 1	
6	Zonal Coordinator 2	
7	Zonal Coordinator 3	
8	Zonal Coordinator 4	
9	Zonal Coordinator 5	
10	Support team member	

#For Financial Evaluation, the Total Cost for the period will be considered. This fee will cover costs/expenses of the Applicant for undertaking work as detailed in the Scope of Work. This financial proposal covers remuneration for all the personnel, equipment, surveys, overhead charges viz. travelling, boarding and lodging and out of pocket expenses in Delhi NCR. The financial proposal is without any condition

***Goods and Services Tax** (and other applicable taxes and levies) would be payable at the applicable rates as may be in force from time to time.

Section 5: Terms of Reference

Scope of Work

The PMA should be a reputed PAN India organization with extensive experience in project development, management, financing, implementation, monitoring of large government programs and development projects.

PMA should perform the following functions to assist DAHD in implementation of the programme:

1. Assist in formulation of a high-level implementation plan for 'National animal disease control programme for foot and mouth disease (FMD) and brucellosis (NADCP)' and annual action plans for DAHD
2. Assist in preparation of overall detailed action plan and annual action plans for NADCP, including
 - a. Review and improvement of standardized reporting templates for the States/UTs
 - b. Support in planning and conducting workshops/ video conferences to sensitize State/UT governments (implementing agencies) on the Program and development of overall detailed and annual action plans
 - c. Review and obtain the overall final detailed action plan and annual plans prepared by the States/UTs and provide real-time feedback
 - d. Plan, monitor & develop evaluation mechanism (including Project MIS through IT based dashboard for reporting) for NADCP taking into consideration action plans by the States/UTs
3. Review existing NDDB dashboard and suggest improvements for effective data management on state level implementation of NADCP
4. Assist in evaluation of State/UT procurement requirements and other financial assistance required by the State/UT for implementation of NADCP
5. Coordinate with States/UTs to obtain information compulsory to assess the requirement of vaccine dosages, tags and applicators, schedule of vaccination and supply of vaccines
6. Assist in creation of fund release plan as per the requirements in the detailed action plan for each State/UT
7. Assist in releasing of funds/ grants to the States/UTs
8. Assist in implementation and monitoring of NADCP in accordance with the high-level implementation plan and operational guidelines issued

9. Support in data reconciliation, analysis for monitoring progress from the data received at the central data repository and dashboard
10. Develop and provide to DAHD monthly progress/status reports, consolidating inputs from all States/UTs implementing NADCP through IT based Dashboard reporting tool
11. Assist in annual and mid-year reviews of the program implementation progress with States/UTs
12. Monitor procurement progress by centralized logistics and procurement agency
13. Assist in modifying physical and financial targets based on mid-year, annual, mid-term reviews or as and when required
14. Provide course-correction mechanisms in case of any delays (in State level implementation of NADCP) based on the monthly progress/ status reports and live dashboard monitoring
15. Assist in development of model awareness and publicity programs for the States/UTs both print and electronic media towards this programme of DAHD
16. Assist in development of awareness and publicity programs to be executed at the national level. The agency shall assist in dissemination of information regarding the Program and its progress through social media and print media, TV, etc.
17. Assist in organizing meetings, workshops, seminars and stakeholder consultations, etc. The agency shall prepare presentations and support material for the same
18. Any other assistance required by DAHD in successfully implementing NADCP

Team

The team should represent a good capability mix, including experience in managing large transformational programs / acting as PMA to governments, understanding of animal husbandry veterinary aspects of FMD and Brucellosis, having knowledge to manage large MIS/reporting systems, liaising with multiple stakeholders both at State/UT and central government levels.

The team will consist of 10 members including one Team Leader/Project Director, Project Manager, Technical Manager, MIS expert, zonal coordinators and supporting team member responsible for managing and monitoring progress of NADCP in the identified 5 zones for implementation.

North Zone	East Zone	West Zone	South Zone	North-East
<ul style="list-style-type: none"> • Delhi • Jammu & Kashmir • Haryana • Himachal Pradesh • Chandigarh • Ladakh • Punjab • Uttarakhand • Uttar Pradesh 	<ul style="list-style-type: none"> • Bihar • Chhattisgarh • Jharkhand • Odisha • West Bengal • Andaman & Nicobar 	<ul style="list-style-type: none"> • Dadra & Nagar Haveli • Daman & Diu • Goa • Gujarat • Madhya Pradesh • Maharashtra • Rajasthan 	<ul style="list-style-type: none"> • Andhra Pradesh • Karnataka • Kerala • Lakshadweep • Puducherry • Tamil Nadu • Telangana 	<ul style="list-style-type: none"> • Arunachal Pradesh • Assam • Manipur • Meghalaya • Mizoram • Nagaland • Sikkim • Tripura

Team Structure

1. Team Leader / Project Director
2. Project Manager
3. Technical Expert
4. Technology (MIS) Expert

North Zone	East Zone	West Zone	South Zone	North-East
<ul style="list-style-type: none"> • 1 zonal coordinator • 1 support team member 	<ul style="list-style-type: none"> • 1 zonal coordinator 	<ul style="list-style-type: none"> • 1 zonal coordinator 	<ul style="list-style-type: none"> • 1 zonal coordinator 	<ul style="list-style-type: none"> • 1 zonal coordinator

Team Qualifications

S. No.	Position	Personnel Required (nos.)	Minimum Experience	Educational Qualification
1.	Team Leader / Project Director (Part time)	1	18 years with at least 5 years' experience in executing large Programs in Govt./ PSU companies in Industrial Infrastructure/ Social	MBA or equivalent Should be with the firm for at least 5 years

			Development/ Agriculture/ Animal Husbandry)	
2.	Project Manager	1	10 years with at least 5 years of experience in executing large Programs in Govt./ PSU companies in Industrial Infrastructure/ Social Development/ Agriculture/ Animal Husbandry)	MBA or equivalent Should be with the firm for at least 5 years
3.	Technical Expert	1	10 years with experience in animal health programs / initiatives	Graduate or Post Graduate in veterinary sciences
4.	Technology (MIS) Expert	1	7 years with experience in development of web/IT/ mobile application-based IT solutions	M. Tech (IT/CS) / MCA / MBA or equivalent with B. Tech (IT/CS/Electronics)/ BCA
5.	Zonal Coordinator	5	3-5 years with at least 2 years of experience in executing large Programs in Govt./ PSU companies in Industrial Infrastructure/ Social Development/ Agriculture/ Animal Husbandry)	MBA/ M. Tech. or equivalent
6.	Team Member	1	1-3 years with at least 1 year of experience in executing large Programs in Govt./ PSU companies in Industrial Infrastructure/ Social Development/ Agriculture/ Animal Husbandry)	MBA/ M. Tech or equivalent

Duration of engagement

Duration of the engagement of PMA would be 2 years, which can be extended up to a maximum 36 months on the same terms and conditions with escalation in the commercial fee every 12 months. Escalation for the next year will be considered as an average inflation rate of preceding year.

Section 6: Standard Form of Work Order

STANDARD FORM OF WORK ORDER FOR APPOINTMENT OF PROGRAMME
MANAGEMENT AGENCY (PMA)

Between

[Name of client]

[Name of PMA]

[Date]

Form of Work Order

Work Order to undertake [name of assignment]

The Department of Animal Husbandry & Dairying, Ministry of Fisheries, Animal Husbandry & Dairying, Government of India, Krishi Bhawan, New Delhi-110001, India, hereinafter referred to as the — Client which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns has:

- a) requested the Programme Management Agency (PMA) to provide certain services as defined in the Work Order (hereinafter called the — Services); and
- b) the PMA, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this assignment.

NOW THEREFORE the Client hereto hereby agrees as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Work Order:

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and reporting requirements,

Appendix B: Cost Estimate

Appendix C: Copy of Bank Guarantee for Performance Security [in the format given in Annexure A]

2. The mutual rights and obligations of the Client and the PMA shall be as set forth in the Work Order; in particular:

- a) The PMA shall carry out the Services in accordance with the provisions of the Work Order; and
- b) Client will make payments to the PMA in accordance with the provisions of the Work Order

3. Commencement, completion, modification and termination of Work Order

3.1.1. Effectiveness of Work Order: This Work Order shall be effective from the date of issue by the client or date of receipt of the Work Order by the PMA.

3.1.2. Commencement of Services: The PMA shall commence the Services from the date notified by the Client.

- 3.1.3. Expiration of Work Order: Unless terminated earlier pursuant to relevant clauses in this Work Order hereof, this Work Order shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.
- 3.1.4. Modification: Modification of the terms and conditions of this Work Order, including any modification of the scope of the Services or of the Work Order Price, may only be made by written agreement between the Parties.
- 3.1.5. Force Majeure

Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- 3.1.6. No Breach of Work Order: The failure of a party to fulfill any of its obligations under the Work Order shall not be a breach of, or default under this Work Order insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:
- a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Work Order, and
 - b) has informed the other party as soon as possible about the occurrence of such an event.
 - c) the dates of commencement and estimated cessation of such event of Force Majeure; and
 - d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Work Order.
- 3.1.7. Neither Party shall be able to suspend nor excuse the non- performance of its obligations hereunder unless such Party has given the notice specified above.
- 3.1.8. Extension of Time: Any period within which a Party shall, pursuant to this Work Order, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action because of Force Majeure.

3.1.9. Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the PMA shall be entitled to continue to be paid under the terms of this Work Order, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

3.2. Termination

3.2.1. Any side (Client or the PMA) should be able to give notice of three (3) months for the termination of Project. If the Agency decides to terminate the project, then the client will forfeit the Performance Guarantee.

3.2.2. By the client: The Client may terminate this Work Order, written notice of termination to the PMA, to be given after the occurrence of any of the events specified in this clause:

- a) if the PMA do not remedy a failure in the performance of their obligations under the Work Order, within a period of seven (7) days, after being notified or within such further period as the Client may have subsequently approved in writing;
- b) within fifteen (15) days, if the PMA become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the PMA are unable to perform a material portion of the Services for a period of not less than fifteen (15) days;
- d) within fifteen (15) days, if the PMA fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- e) within seven (7) days, if the PMA submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the PMA places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;
- f) within seven (7) days, if the PMA, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Work Order;
- g) if the Client, in its sole discretion and for any reason whatsoever, within a period of fifteen (15) days, decides to terminate this Work Order.

3.2.3. Payment upon termination: Upon termination of this Work Order, the Client will make the following payments to the Consultants:

- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
- b) If the Work Order is terminated pursuant to Clause 3.2.2 a), b), d), e) or f), the PMA shall not be entitled to receive any agreed payments upon termination of the Work Order. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum meruit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Work Order. The PMA will be required to pay any such liquidated damages to Client within 30 days of termination date.

3.2.4. Disputes about Events of Termination: If either Party disputes Termination of the Work Order under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under clause 2.1.7 of the RfP document, and this Work Order shall not be terminated because of such event except in accordance with the terms of any resulting arbitral award.

3.3. Intellectual Property

3.3.1. **DAHD to own intellectual property created:** All rights to any intellectual property conceived or produced by the Consultant for the Client in the course of performing the Programme Management (Consultancy) Services and all information (including information that is in electronic form), working papers, reports or other papers collected or produced by the Consultant for the purpose of providing the Programme Management (Consultancy Services) are the property of the Client from the date that property is created or developed and the Consultant waives in favour of the Client any moral rights that the Consultant may have.

3.3.2. **Existing intellectual property:** Despite anything to the contrary contained in this Agreement, it is understood and agreed that the Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by the Consultant prior to, or acquired by the Consultant during, the performance of this Agreement and the Consultant will not be restricted in any way with respect to the same.

3.3.3. **On termination or completion:** Not more than five (5) Business Days following the date of termination of this Agreement (for whatever reason) or completion of the Programme Management (Consultancy) Services, the Consultant will deliver to the Client all information (including information that is in electronic form), Confidential

Information, intellectual property, working papers, reports or other papers that are the property of the Client.

3.4. Obligations of the PMA

3.4.1. **General:** The PMA shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The PMA shall always act, in respect of any matter relating to this Work Order or to the Services, as faithful advisers to the Client, and shall always support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.4.2. **Conflict of interest:** Prohibition of Conflicting Activities: Neither the PMA nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Work Order, any business or professional activities which would conflict with the activities assigned to them under this Work Order; and
- b) after the termination of this Contract, such other activities as may be specified in the Work Order.

3.4.3. **Confidentiality:** The PMA, their Sub-consultants, and the Personnel of either of them shall not, either during the term or after the expiration of this Work Order, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4.4. **Documents prepared by the PMA to be the Property of the Client:** All designs, reports, other documents and software submitted by the PMA pursuant to this Work Order shall become and remain the property of the Client, and the PMA shall, not later than upon termination or expiration of this Work Order, deliver all such documents and software to the Client, together with a detailed inventory thereof. The PMA may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the Work Order.

3.4.5. **Liability of the PMA:** Subject to additional provisions, if any, in this Work Order the PMA's liability under this Work Order shall be as provided by the Applicable Law.

3.4.6. **Professional Liability Insurance:** PMA will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by PMA's negligence, breach in the performance of its duties under this Work Order from an Insurance

Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding one time the total payments for Professional Fees made or expected to be made to the PMA hereunder or (ii) the proceeds, the PMA may be entitled to receive from any insurance maintained by the PMA to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

3.5. Obligations of the client

3.5.1. Assistance and Exemptions: the Client will use its best efforts to ensure that the Government will provide the PMA with work permits and such other documents as necessary to enable the PMA to perform the Services:

3.5.2. issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

3.6. Payments to the Programme Management Agency

3.6.1. Advance payment will not be considered.

3.6.2. The Agency will submit pre-receipted invoices in triplicate, complete in all respects, on the last working day of every quarter, for necessary settlement. Payment would be made on equal instalments on quarterly basis subject to satisfactory completion of work in the quarter. The invoices should be submitted along with complete details of the work undertaken during the quarter, supporting documents and bills (if required) as well as copies of the work/ material / produced during the quarter, for which the bills are submitted. A reconciliation sheet pertaining to the bills will be submitted every quarter.

3.6.3. The final payment shall be released only after successful completion of the required work detailed in the RfP Document.

3.6.4. GST shall be paid as applicable.

3.6.5. For facilitating Electronic transfer for funds, the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.

3.6.6. Currency: The price is payable in local currency i.e. Indian Rupees.

3.6.7. Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this Work Order.

3.7. Settlement of disputes

3.7.1. **Amicable Settlement:** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Work order or its interpretation.

3.7.2. **Disputes Settlement:** Any dispute between the Parties as to matters arising out of and relating to this Work Order that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the Work Order or all disputes shall be finally settled by Secretary DAHD.

3.7.3. Any grievance regarding penalty shall be first decided/resolved at JS level and with final decision of Secretary DAHD, whose decision shall be final.

3.8. Responsibility for accuracy of project documents

3.8.1. General

The PMA shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. The PMA shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project.

3.9. Liquidated damages

3.9.1. If the selected PMA fails to complete the Assignment, within the period specified under the Work Order, the Performance Guarantee is liable to be forfeited in full or part in case of underperformance and undue delays in performance by the agency, besides other action, including blacklisting of the agency as may be deemed fit by the Client. In case of part forfeiture of Performance Guarantee and if the agency proceeds to complete the assignment, the Performance Guarantee will need to be buffered and restored to the original value.

4. Miscellaneous

4.1. Assignment and Charges

4.1.1. The Work Order shall not be assigned by the PMA save and except with prior consent in writing of the Client, which the Client will be entitled to decline without assigning any reason whatsoever.

- 4.1.2. The Client is entitled to assign any rights, interests and obligations under this Work Order to third parties.
- 4.1.3. Indemnity: The PMA agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the PMA of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the PMA including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Work Order (collectively — Indemnified matter). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the PMA of the commencement thereof; provided, however, that the omission so to notify shall not relieve the PMA from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.
- 4.1.4. Notices: Unless otherwise stated, notices to be given under the Work Order including but not limited to a notice of waiver of any term, breach of any term of the Work Order and termination of the Work Order, shall be in writing and shall be given by hand delivery, recognized international courier, mail and delivered or transmitted to the Parties at their respective addresses specified in the Work Order. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address.
- 4.1.5. Severability: If for any reason what so ever any provision of the Work Order is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Work Order or otherwise.

4.1.6. Professional Liability Insurance: PMA will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by PMA's negligence, breach in the performance of its duties under this Work Order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding one time the total payments for Professional Fees made or expected to be made to the PMA hereunder or (ii) the proceeds, the PMA may be entitled to receive from any insurance maintained by the PMA to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

4.1.7. Performance security:

4.1.7.1. The Consultant shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Work Order, provide to the Client a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this Work Order, in the form set out in this Work Order, in an amount equal 10 (Ten) percent of the total cost of Financial Proposal under this Assignment. Further, in the event the term of this Work Order is extended, the Consultant shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount equivalent to 10 (Ten) percent of the total cost of Financial Proposal under this Assignment.

4.1.7.2. The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations). {In the event the Consultant is a joint venture consortium, the Performance Security may be provided by any Member; provided that such Performance Security shall mention the details of this Work Order and the other Members.}

4.1.7.3. The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60 (Sixty) Days from the date of completion of the assignment. If the Client shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30) days prior to the date of expiry of the then existing Performance Security, the Client shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the PMA of its obligations under this Work Order until such time

as the Client shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Work Order, the Client will refund to the PMA the full amount of the bank guarantee, unless the Client has drawn upon the Performance Security in accordance with the provisions of this Work Order, in which case only the balance amount remaining will be returned to the PMA; provided that the Client will not be liable to pay any interest on such balance. The Client will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Work Order, the Performance Security will, subject to any drawdowns by the Client in accordance with the provisions hereof, be released by the Client within a period of 60 (Sixty) Days from the date of completion of the services.

4.1.8. Penalty

4.1.8.1. **Penalty:** The selected agency has to provide services as per the requirements of the RfP. In case the services rendered are not as per the requirement of the Department, the selected agency will have to come up with a solution within a given timeframe failing which 20% will be deducted from the amount payable. The other form of penalty not mentioned in the RfP will be decided by the appropriate authority on case to case basis.

4.1.8.2. Any dispute regarding penalty shall be handled as per dispute settlement provision.

5. The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:

- a) the Consultant becomes liable to pay penalty;
- b) occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 3.2.2;
- c) any material breach of the terms hereof; and/or
- d) without prejudice to paragraph above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Work Order.
- e) Non-compliance of mutually agreed time lines/time plan
- f) For any reasons the project is not completed owing to the faulty delivery/ non-cooperation/ non-deliverance by the agency
- g) For any reason Contract is terminated by agency

****All conditions of RfP shall be considered to be integral part of this Work Order.***

Annexure A: Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank) Ref.: Bank Guarantee:

Date:

Sir,

In consideration of Department of Animal Husbandry & Dairying, Ministry of Fisheries, Animal Husbandry & Dairying, Government of India (hereinafter referred as the Client, which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of PMA] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the PMA which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Work Order by issue of Client's Work Order Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the PMA, resulting in a Work Order valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the Work Order) and the PMA having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Client for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand an or, all monies payable by the PMA to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the PMA. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the PMA or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Work Order by the PMA nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the Work Order or other documents. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any

manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work Order between the Client and the PMA any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the PMA and notwithstanding any security or other guarantee that the client may have in relation to the Consulting Agencies liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the PMA/the Bank or any absorption, merger or amalgamation of the PMA/the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of PMA] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in _yyyy_ format] at [place].

WITNESS

1. [signature, name and address]

2. [signature, name and address]

[Official Address] Designation

[With Bank Stamp]

Attorney as per Power of Attorney no.

Dated

Strike out, whichever is not applicable.

The date will be fixed as indicated in the Work Order.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the “Bank Guarantee”. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Client.