

F. No. K-11053(5313)/17/2019-LH
Government of India
Ministry of Fisheries, Animal Husbandry and Dairying
Department of Animal Husbandry and Dairying

Krishi Bhawan, New Delhi
Dated the 26 May, 2022

To,

Chairman-cum-Managing Director,
National Seeds Corporation (NSC),
Beej Bhawan, Pusa Complex, New Delhi -110012

Sub: Appointment for services of Programme Logistics Agency) for procurement and supply of veterinary vaccines, ear tags and tag applicators etc. to States /UTs under Livestock Health and Disease Control of Department of Animal Husbandry & Dairying, GOI

Sir,

I am directed to refer on the subject cited above and convey the approval of competent authority, Vide for appointment of M/S National Seeds Corporation (NSC), Beej Bhawan, Pusa Complex, New Delhi-110012, a PSU under the administrative control of "Ministry of Agriculture and Farmers Welfare", Government of India as Programme Logistics Agency (NSC) with the following terms and conditions including those mentioned under Other Conditions:

- i. NSC shall coordinate with States/UTs in consultation with DAHD/Central Programme Management Agency (PMA) to assess the requirement of vaccine doses, tags and applicators, schedule of vaccination and supply of vaccines. This will include demand forecasting based on information received from the states/UTs and planning the state wise supply schedule for distribution till district level, pan India
- ii. Identification of vaccine as well as tag manufacturers as per the laid down quality criteria and their capacity to meet the demand within the country and globally. The NSC shall be responsible for scouting of any additional manufacturer in India as well as Internationally and recommendation may be submitted to DAHD for approval and further directions
- iii. NSC shall prepare tender document in consultation with DAHD/PMA, call for tenders, scrutinize the bid documents for vaccine, ear tags and tag applicators from manufacturers-cum-suppliers and finalize them through competitive bidding process. NSC shall draft and sign agreements with manufacturers-cum-suppliers as "Buyer/purchaser" on behalf of DAHD
- iv. In case of quality failure or any issues arising during the procurement, tender conditions laid while on-boarding of manufactures to be followed by NSC

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Under Secretary
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- v. Based on the merit (technical and financial) of the bidder, the suppliers will be identified by NSC. The items (vaccines/ear tags/tag applicators) will be as per specifications, terms & conditions in the bid laid down for selection as well as on-boarding of manufactures
- vi. For vaccines and tags, there shall be prior testing for quality through ICAR /CCSNIAH/DAHD recommended laboratories to check for eligibility as per specifications (mentioned in the SoP approved by DAHD)
- vii. NSC shall co-ordinate with the Laboratories/Institutes and the vaccine manufacturers for undertaking the quality testing purpose. The readiness of the laboratories shall be assessed by the NSC for meeting the testing requirements as well as timely completion of testing such as availability of animals in the designated farms, identification of farms, meeting the resources for testing in laboratories
- viii. NSC shall prepare the monthly schedule for sampling as well as vaccine/tag supply and get it approved by DAHD on quarterly basis. Any deviation in plan, arising out of factors other than control of NSC, shall be communicated to DAHD/PMA within 2 working days along with the suggestive mitigation/alternate measures
- ix. NSC shall further ensure random quality testing of vaccine batches prior to dispatch of vaccine in coordination with ICAR/ICAR approved laboratories
- x. Based on the quarterly plan, the samples should be collected by NSC from the manufacturers' facility (based on the written communication from manufacturer) within 7 days from the date of communication received from the manufacture. The sample must be delivered to the designated lab (as per the directions of ICAR) within 2 days of the collection of samples. NSC should ensure maintenance of cold chain all throughout. However, any delay in this timeline, not beyond the control of NSC and not approved by DAHD, may lead to monetary consequences on the service charge of NSC, solely at the discretion of DAHD
- xi. NSC will obtain the quality check reports (Certificate of Analysis – CoA, etc.) done by the manufacturer before dispatch of the vaccines to states/UTs.
- xii. NSC shall plan the delivery schedules including identification of various suppliers for specific destination well in advance to ensure that manufacturer supplies the vaccine and ear tags etc. at the district level/focal points based on the requirement of the program as per the State Action plans while maintaining cold chain for the vaccines
- xiii. Checking preparedness of the states to receive the consignment (vaccine/tags) in terms of infrastructure including cold chain facilities and locating the cold chain components available to the states at institutional level i.e., Block level/district level/village level
- xiv. NSC shall carry out pre-dispatch physical verification of vaccines and ear tags with applicators at the manufacturers' end. This will include expiry of the vaccines through the VVMs, temperature loggers, etc.


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- xv. NSC shall ensure the traceability of consignment under transit through incorporation of advanced technology in the supply chain process such as Artificial Intelligence (AI) / Block chain integrated with Internet of Things (IoT). This shall not only trace the movement but shall also report any pilferage/counterfeit practices during the supply chain. The cost of the incorporation as well as maintenance of technology shall be borne by the NSC/manufacturer. The NSC shall allow the access of dashboard to DAHD/PMA in order to track every batch in transit on a real-time basis
- xvi. NSC shall ensure that the States/ UTs receiving the materials checks the contents of the packages and record the number of vaccines received at the destination as well as expiry of the vaccines through the VVMs, temperature loggers, etc. Batch wise traceability of vaccines used under LHDCP is to be maintained by NSC in coordination with State Governments / UTs
- xvii. Random check at field level shall also be done for verifying receipt of vaccines, ear tags and applicators as well as expiry of the vaccines through the VVMs, temperature loggers, etc.
- xviii. NSC shall release payment to vaccine suppliers and ear-tags, including applicator suppliers on receipt of necessary acceptance certificates on delivery. NSC shall also release payment to Institutions/Labs for procurement of necessary resources and infrastructure related to the programme, on directions of DAHD
- xix. NSC shall obtain necessary approval from DAHD from time to time for meeting various expenditure of the activities such as, placing of orders on the selected suppliers, release of money to the suppliers, etc.
- xx. NSC may hold the quarterly meetings of the IEMs appointed for the Department for procurements made.
- xxi. NSC shall ensure that the GFR, 2017 and other related orders of Ministry of Finance shall be followed and strictly adhered to while dealing with matters of financial nature. The NSC shall adhere to the checklist for verification and payment of bills in connection with purchase of vaccines, ear tags and tag applicators
- xxii. A separate account shall be opened in a scheduled Bank by NSC for LHDCP and record of the funds shall be maintained meticulously
- xxiii. NSC may need to sign contracts with extant parties / manufacturers at the same terms and conditions of earlier contracts and may also need to collect Bank Guarantees accordingly
- xxiv. NSC shall intimate DAHD on all the activities undertaken on a regular basis
- xxv. NSC shall submit the various field reports and invoices involved in the logistics management for the programme. Event Management such as conferences, advocacy campaigns shall also be taken up by the NSC
- xxvi. The NSC shall ensure the risk mitigation process for issues arising during the transit of batches till the District/focal points ensuring Zero transit losses



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xxvii. Any other task as assigned by the DAHD

Other Conditions:

- a) This work order shall be valid for 2 (two) years and which can be further extended for one year subject to satisfactory performance on the same terms and conditions as in the initial work order to ensure successful implementation of disease control programmes, based on the sole discretion of DAHD.
- b) All technical information and manuals, from time to time, shall be drawn up in English language
- c) NSC shall, at its sole cost and expense, deploy adequate staff and personnel as mentioned at the time of technical evaluation, sufficiently trained and qualified, fully competent, medically fit and equipped for providing Services diligently and efficiently in accordance with the terms hereof
- d) NSC shall ensure that the information/details related to the assignment which comes to the knowledge of the NSC or its personnel, during the course of provision of services under this Agreement, are kept confidential and are not, directly or indirectly, disclosed to any third party
- e) 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 order, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event that 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 settled finally by Secretary, DAHD whose decision shall be final and binding on the parties
- f) DAHD shall have the right to terminate the assignment by giving a notice of 30 (thirty) days in writing. In the event of termination for reasons not solely attributable to NSC, DAHD will reimburse all the expenses incurred by NSC upon submission of appropriate evidence by it. If the assignment is terminated due to reasons attributable solely to NSC or in case of termination of the assignment by NSC for reasons not solely attributable to DAHD, the latter will be liable to action, if any, as laid down in the RfP
- g) NSC shall take over all relevant documents and information from DAHD and ensure the transition is smooth and there is no gap in information. PMA shall assist in this regard.
- h) For carrying out its obligation as per this Order DAHD shall pay NSC the service charge of 0.54% of the tender value excluding applicable GST thereon
- i) NSC must follow all the terms and conditions as mentioned in the RfP published vide tender ID. **2022_DADF_676483_1** dated 03.03.2022 in CPP Portal
- j) NSC shall sign one copy in original of this work order through their authorized signatory as an acceptance of the terms and conditions laid down here as well as in the RfP published vide tender ID. **2022_DADF_676483_1** dated 03.03.2022 in CPP Portal. This order shall come into effect immediately once the terms and conditions (including other conditions) are accepted by NSC and a signed copy of this work order is received from NSC by DAHD



This issues with the approval of Competent Authority and as concurred by IFD vide Dy. No.13901 dated 27.04.2022.

Yours faithfully,



(Deepak Sethi)

Under Secretary to the Government of India

Copy to:

- 1 PS to Secretary, AHD
- 2 PS to AS&FA, DAHD
- 3 PS to AHC, DAHD, PS to Joint Secretary (LH) DAHD
- 4 Principal Secretaries / Secretaries of AHD of all States / UTs
- 5 Directors of AHD / CEOs of SLDBs of all States / UTs
- 6 JC(LH), AC(LH), PMA-EY
- 7 NIC for uploading the work order on Department's website

DEEPAK SETHI
Under Secretary
DAHD

Copy for Information to:

1. PPS to Hon'ble Union Minister for Fisheries, Animal Husbandry & Dairying
2. PPS to Hon'ble MoS for Animal Husbandry & Dairying



(Deepak Sethi)

Under Secretary to the Government of India

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