Department of Animal Husbandry & Dairying

Ministry of Fisheries, Animal Husbandry & Dairying Government of India



REQUEST FOR PROPOSAL (RFP)

FOR

Appointment of Programme Logistics Agency (PLA)

for

Procurement and supply of veterinary vaccines, ear tags and tag applicators to State Government/UT's under Disease Control Programmes of Department of Animal Husbandry & Dairying, GOI

March 2022

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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 Bidders 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 Bidder may require. Each prospective Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtains independent advice from appropriate sources.
- 3. DAHD will not have any liability to any prospective Bidder/Firm/or any other person under any law (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, 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 Bidder 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 a Bidder or to appoint the Selected Bidder 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 the 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 DAHDhttp://dahd.nic.inand CPPP portal(http://eprocure.gov.in)

ACRONYMS

Abbreviations	Descriptions
FMD	Food and Mouth Disease
PLA	Program Logistics Agency
DAHD	Department of Animal Husbandry& Dairying
RFP	Request for Proposal
СРРР	Central Public Procurement Portal
NADCP	National Animal Disease Control Programme
Gol	Government of India
MT	Metric Ton
PQ	Pre-Qualification
TQ	Technical Qualification
TEC	Tender Evaluation Committee
ToR	Terms of Reference
SoW	Scope of Work
NDDB	National Dairy Development Board
INAPH	Information Network for Animal Productivity and Health
PPR CP	Peste des Petits Ruminants Control Programme
CSF CP	Classical Swine Fever Control Programme

Notice Inviting- Request for Proposal

Department of Animal Husbandry & Dairying (DAHD)

Request for Proposal for Appointment of Programme Logistics Agency (PLA) for procurement and supply of veterinary vaccines, ear tags and tag applicators to State Government/UT's under Disease Control Programmes of Department of Animal Husbandry & Dairying, GOI

India's livestock wealth (534.54 million) includes 192.48 million cattle, 109.85 million buffaloes, 148.88 million goats, 74.26 million sheep and 9.06 million pigs. India is the largest producer of milk globally with production of 187.74 million MT (2019).

Government of India (GoI) has numerous schemes/initiatives to manage diseases, improve health of animals and increase production and productivity of various animal-based products. Some of these initiatives include Nation-wide Artificial Insemination Programme (NAIP), National Animal Disease Control Programme for FMD and Brucellosis (NADCP), PPR control programmes and Classical Swine Fever Control Programme (CSF-CP).

The main objective of this documentis to invite proposal to selecta Programme Logistics Agency (PLA) for procurement and supply of veterinary vaccines, ear tags and tag applicators to State Government/UT's under Disease Control Programmes of Department of Animal Husbandry & Dairying, GOI.

DAHD intends to on-board a PLA for a period of 2 years, and on satisfaction of DAHD, it can be further extended for one year in order to ensure successful implementation of disease control programs, based on the sole discretion of the DAHD. The interested agencies of public sector undertakings/ Statutory corporations / national level federation / cooperatives can respond to this RfP.

The salient features of the programme, eligibility criteria and prescribed formats for submission can be accessed in the RFP document uploaded on the websites: http://eprocure.gov.in and <a href="http://eprocure.gov.i

Interested Bidders are requested to submit their responses to the RFP on Central Public Procurement Portal (http://eprocure.gov.in) on or before 24th March 2022 by 1500 hrs.

The submissions must be addressed to:

Sh. Manish Kumar Diwaker

Under Secretary (LH), DAHD, Gol Ground Floor, Left wing, Chandralok Building, 36, Jan Path, New Delhi-110001 Ph-9650660330

Email id- mk.diwaker@nic.in

1. LETTER OF INVITATION

New Delhi

Date: 02.03.2022

Department of Animal Husbandry & Dairying (DAHD)

India's livestock wealth (534.54 million) includes 192.48 million cattle, 109.85 million buffaloes, 148.88 million goats, 74.26 million sheep and 9.06 million pigs. India is the largest producer of milk globally with production of 187.74 million MT (2019).

Government of India (GoI) has numerous schemes/initiatives to better manage diseases, improve health of animals and increase production and productivity of various animal-based products. For this, various initiatives namely Nation-wide Artificial Insemination Programme (NAIP),LHDCP which includes National Animal Disease Control Programme for FMD and Brucellosis (NADCP), PPR control programme and Classical Swine Fever Control Programme (CSF-CP).

Objective

The main objective of this document is to invite proposal to select a Programme Logistics Agency (PLA) for procurement and supply of veterinary vaccines, ear tags and tag applicators to State Government/UT's under Disease Control Programmes of Department of Animal Husbandry & Dairying, GOI. The detailed terms of reference are giver in section -3 of the RFP.

The Program Logistics Agency (PLA) will be selected as per Quality cum Cost Based Selection method (QCBS).

The RFP includes the following documents:

Section I	Letter of Invitation
Section II	Instructions to Bidders
Section III	Terms of Reference
Section IV	Pre – Qualification and Technical Proposal - Standard Forms
Section V	Financial Proposal – Standard Forms

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).

Sh. Manish Kumar Diwaker

Under Secretary (LH), DAHD, Gol Ground Floor, Left wing, Chandralok Building, 36, Jan Path, New Delhi-110001 Ph-9650660330 Email id- mk.diwaker@nic.in

1.1 FACT SHEET

Particulars	Details	
Name of Client	Department for Animal Husbandry & Dairying,	
	Ministry of Fisheries, Animal Husbandry & Dairying, Government of India	
Name of the Engagement	REQUEST FOR PROPOSAL (RFP) FOR Appointment of Programme Logistics Agency (PLA) for procurement and supply of veterinary vaccines, ear tags and tag applicators to State Government/UT's under Disease Control Programmes of Department of Animal Husbandry & Dairying, GOI	
RFP Publication Date	3 rd March 2022	
Last date & time (deadline) for submission of the bid	24 th March 2022 by 1500 hrs	
Date and time of opening of PQ/TQ Bid	24 th March 2022 by 1500 hrs	
Date and Venue of Technical presentation by Bidders	To be decided	
Date of opening of Financial Bid	To be notified separately	
Method of Selection	Quality cum Cost Based Selection method (QCBS)	
Bidding in Consortium	Not allowed	
Bid Proposal Validity	180 days from the date of opening of bid	
Agreement Period	Two (2) year from the date of signing of work order; extendable further for One (1) year based on satisfactory performance and/project requirement. The decision for extension of will be based on the sole discretion of DAHD	
Payment frequency	As per milestones	
Tender document fees	Tender shall be downloaded free of cost from portal	
	http://eprocure.gov.in and http://dahd.nic.in	
Address & contact details for communication	Sh. Manish Kumar Diwaker Under Secretary (LH), DAHD, Gol Ground Floor, Left wing, Chandralok Building, 36, Jan Path, New Delhi-110001 Ph-9650660330 Email id- mk.diwaker@nic.in	

SECTION- II INSTRUCTIONS TO BIDDERS

2.1 Introduction

- 2.1.1 The Client, named in the Data Sheet will select a Programme Logistics Agency (PLA) in accordance with the method of selection specified in the data sheet. Bidders are advised that the selection of PLA shall be based on an evaluation by client through the selection process specified in this RFP (the selection process). Bidders 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 Bidders 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 PLA. The PLA shall carry out the assignment in accordance with the Terms of Reference of RFP (The ToR).
- 2.1.3 The Bidder 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 Bidders 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 Bidders.
- 2.1.5 Client requires that the Bidder 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 Bidder 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 Bidders observe the highest standard of ethics during the selection process and execution of work/assignment. In pursuance of this policy, the client: will reject the proposal for award if it determines, at any stage/time, that the Bidder has engaged in corrupt or fraudulent activities in competing for the Work Order in question; will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded any work order or Work Order if it at any time determines that the Bidder 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 Bidder, the Client will reimburse all the expenses incurred by the Bidder (upon submission of proof) including closing-up of the project.
- 2.1.9 **Exit Clause**: If the Agreement is terminated or is not renewed upon expiry, the parties must agree that there will be suitable provisions to allow a smooth transition of the Service to an alternative service provider. In this way the client may continue to implement the Program with the minimum disruption while providing equitable exit terms for "The PLA" and "The Client". For timely and orderly transfer of information as well as knowledge from the existing PLA to the successor PLA, a committee shall be formed for governance of the whole process till the final transition agreement is signed. The Transfer Advisory Committee (TAC) shall ensure that once exit strategy is agreed, both parties should aim to complete all activities within a target date of [timescale to be mutually agreed] days from the date of commencement. PLA shall return all documentation, including intellectual property rights, asset data, maintenance records/service requirements, inventory records, operating manuals, etc. in hard copies as well as soft copies to DAHD, with 2 copies of each including the original documents
- 2.1.10 The Bidder shall submit his proposal in two covers containing details of Pre-Qualification Proposal, Technical Proposal (Cover -1) and Financial Proposal (Cover-2) respectively on Central Public Procurement Portal (http://eprocure.gov.in/eprocure/app). 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 Bidders who meet the Pre- Qualification criteria. Based on this evaluation, a list of finally qualified Bidders shall be prepared in the order of their merit.
- 2.1.11 Number of Proposals: No Bidder shall submit more than one bid proposal.
- 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 Bidder 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 Bidder may lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified/ rejected, then the Client reserves the right to consider the next best Bidder 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 Bidder

i. It shall be deemed that by submitting the Proposal, the Bidder has:

- a. made a complete and careful examination of the RFP.
- b. provided 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 Bidder 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

Bidders may seek clarification on this RFP document. Any request for clarification must be send in **editable excel template** as per below pre-defined format to the Client's email address <u>islh-dadf@gov.in&mdnadcp-ahd@gov.in</u>

Bidder	Name:		Bidder contact no.:	Bidder email id:
SI. No.	Clause No.	Pg. No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required

The Client will endeavor to respond within the schedule date/time prior to submission of bid 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 Bidder, modify/ update the RFP documents by way of an amendment. Only the amendments/ corrigenda posted on the Client's Official Website shall be valid. To provide the Bidders a reasonable time for taking an amendment into account, the Client may at its discretion extend the Proposal Due Date.

2.3 Preparation of proposal

- 2.3.1 Bidders are requested to submit their Proposal in English language and strictly in the formats provided in this RFP by providing proper page nos. and index for reference. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.3.2 In preparing their Proposal, Bidders are expected to thoroughly examine the RFP Document.

- 2.3.3 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 prequalification and technical proposal.
- 2.3.4 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 Bidder shall be disqualified and his proposal will not be considered.
- 2.3.5 The Proposals must be signed by the Authorized Representative.
- 2.3.6 Bidders should note the Proposal Due Date, as specified in Data Sheet, for submission of Proposals. Bidders 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.
- 2.3.7 Financial proposal: While preparing the Financial Proposal, Bidders 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), except GST, associated with the assignment. While submitting the Financial Proposal, the Bidder shall ensure the following:
 - All the costs associated with the Assignment shall be included in the Financial Proposal.
 These shall normally cover remuneration for all the personnel 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.
 - 2. 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 Bidder 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.
 - 2.3.8 The Financial proposal of the technically qualified participating agencies will be opened on the prescribed date in the presence of the Agency's representatives.
- 2.3.9 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.
- 2.3.10 Bidders shall express the price of their services in Indian Rupees only.

2.4 Submission, receipt and opening of proposals

- 2.4.1 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. Bidder name]. Bidder name should contain only first two words of its name.
- 2.4.2 The Bidder shall submit his proposal in two covers containing details of Pre-Qualification Proposal, Technical Proposal (cover-1) and Financial Proposal (cover-2) respectively, on eprocurement portal.

- 2.4.3 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 Bidders meet the prescribed Minimum Qualification Criteria.
- 2.4.4 After the Proposal submission and until the grant of the Work Order, if any Bidder 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 Bidder firm to influence the Client during the Proposal evaluation, Proposal comparison or grant of the Work Order decisions may result in rejection of the Bidder's proposal.

2.5 Proposal Evaluation

- 2.5.1 As part of the evaluation, the Pre-Qualification Proposal submitted (Form 3A to 3H and 3N) shall be checked to evaluate whether the Bidder meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal submission, for Bidders who meet the Minimum Qualification Criteria (Shortlisted Bidder), 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.
- 2.5.2 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 Bidder 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 fulfill the Minimum Qualification Criteria. In case a Bidder does not fulfill the Minimum Qualification Criteria, the Proposal of such a Bidder will not be evaluated further

2.6 Pre-Qualification Criteria

S. No.	Basic Requirement	Specific Requirements	Evidence Documents Required
1	Type of Organization	The organization must be an agency of public sector undertaking / statutorycorporations / national level federations / cooperatives.	Supporting document in this regard may be furnished duly signed by the competent authority.
2	Project Experience	The agency should have minimum experience of 5 years in handling large scale logistic operation and handling tendering process of large volumes of procurement.	Self-certification with supporting documents
3	Outreach among States/UTs	Organization should be operating at all India level with regional presence.	Self-certification with details

Note:

- Any bid failing to meet the above stated eligibility criteria shall be summarily rejected and will not be considered for further evaluation.
- If there is a change in the status of the bidder on any of the above clauses at any stage during the bid process till the award of the project, the bidder should immediately bring the same to the notice of the DAHD.
- The selected bidders need to operate the project centrally from the Delhi/NCR region for ease coordination with the DAHD authority.

2.7 Technical Qualification Criteria

The Evaluation Committee appointed by the Client will evaluate the Proposals based on the following evaluation criteria and points system. If required, the Client may seek specific clarifications from any or all Agencies 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:

Sr. #	Criteria	Max. Marks	Marking category
1	Technical Presentation	100	 Presentation to DAHD on the: ✓ Proposed solution, adherence to standards, approach and methodology, work plan, resource deployment plan, understanding and ability to meet timelines to address the scope of work as presented in the RFP (60 marks) ✓ Availability of requisite infrastructure and qualified personnel (40 marks) Evaluation would be based on the Bidder's approach, quality of presentation and continuous monitoring. The presentation to be made by the designated representative of the organization. The bidders are required to submit presentation to DAHD one day before the schedule of the presentation. A clear representation of the proposed team structure dedicated for the project.

The bidders may be called for a detailed presentation on each of the above criteria, at a date and time provided by DAHD, to facilitate a comprehensive evaluation of their respective proposals.

Bidders, whose bids are responsive, based on minimum qualification criteria as in Pre-Qualification Criteria and score at least 60 marks (out of 100) from the technical evaluation criteria would be considered technically qualified. Bidders who get a technical score of less than 60 out of 100 would not be considered for the financial evaluation.

2.8 Financial Bid Opening

- i. The Commercial/financial bids will not be opened by Bid Evaluation Committee until the complete evaluation of the Technical Bids.
- ii. The financial bid should be submitted as per the format provided in Annexure of this RFP
- iii. Bid Evaluation Committee will open the Financial Bids of only Technically Qualified Bidders, designated representatives of the Bidder who choose to attend, at the date, time and place, as decided and communicated by DAHD.
- iv. The final score will be calculated through Quality cum Cost Based Selection method
- v. The fee quoted in financial bid shall ensure the following:
 - All the costs associated with the assignment shall be included in the Financial Proposal.
 These shall cover remuneration for all the personnel, accommodation, travelling, printing documents, taxes, 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 of condition is indicated in the financial proposal, it shall be considered nonresponsive and liable to the rejected.
 - The financial proposal shall take into account all the expenses and tax liabilities.
 Further, all payments shall be subject to deduction of taxes at source as per the applicable laws.
 - o It is further clarified that in no case the PLA so appointed, will be entitled to payment beyond the fee quoted in the financial bid.
 - The bidder obtaining at least 60% marks on the basis of evaluation of the technical bid will qualify for evaluation of financial bid.
- vi. The final selection of the agency would be based on QCBS (Quality-Cum Cost Based Selection) process. 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 70:30. The applicant with the highest weighted score would be awarded the work order
- vii. 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).

viii. Final Score

The technical and financial scores secured by each Agency will be added using weightage of 70% and 30% respectively to compute the Final Score.

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

Bn = 0.70 * Tn + 0.30 * Fn

Where Bn = Final Score of Agency

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

Fn = 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.

- ix. Of all the financial bids opened, the bidder who's combined QCBS score is highest (here by referred to as L1 Bidder) will be considered eligible for negotiations and award of work order after the negotiations.
- x. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.
- xi. Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transactions between DAHD and the bidder.
- xii. Bidders shall quote for the entire scope of work order on an "overall responsibility" basis such that the total bid price covers all the bidder's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product/services.
- xiii. Prices quoted by the bidder shall remain firm during the entire work order period and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- xiv. In the event the QCBS score of more than one bidder are same, the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of work order.
- xv. In case of special circumstance where the winning bidder is not taking the order, DAHD may offer the same to next runners up bidder at the cost offered by winning bidder.

2.9 Grant of Work Order

- i.After selection, a Work Order will be issued, by the Client to the Successful Bidder and the Successful Bidder shall sign and return the duplicate copy of the Work Order in acknowledgement thereof within 7 (seven) working days of the receipt of the Work Order.
- a. Work Order cancellation The Bidders 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 the proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder 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, and 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 Bidder's proposal.
- b. 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;

- i. Fraudulent practice means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process
- ii. 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
- iii. 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
- iv. Restrictive practice means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.10 Miscellaneous

- i. 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.
- ii. The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - 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. Consult with any Bidder in order to receive clarification or further information
 - 3. Retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Bidder; and/or
 - 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 Bidder.
- iii. It shall be deemed that by submitting the Proposal, the Bidder 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.
- iv. All documents and other information provided by Client or submitted by a Bidder to the Client shall remain or become the property of the Client. Bidders and the selected PLA, 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 Bidder to the Client in relation to the assignment shall be the property of the Client.
- v. The Client reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

2.11 Confidentiality

- 1. Agency shall treat all matters in connection with the work order as strictly confidential and undertakes not to disclose, in any way, information, documents, technical data, experience and know-how given to him by DAHD without the prior written consent of DAHD.
- Agency further undertakes to limit the access to confidential information to those of its employees, implementation partners who reasonably require the same for the proper performance of the work order provided however that Agency shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.
- 3. DAHD and the Agency agree to keep confidential (i) the terms and conditions of the work order (ii) any data/ information related to the work order which is not in public domain and which may have a material effect on the work order, and (iii) any opinion, advice, statement, experts' views, documents, technical particulars, etc., provided by DAHD to the Agency and vice versa. Further, the Agency and DAHD agree that none of the foregoing matters may be disclosed or referred to publicly or to any third party not concerned with the work order excluding the Government of India (GOI), DAHD or its authorized assignees or any such other body which has the authority to ask for such information under the law, except in accordance with the written authority of the other Party.

2.12 Force Majeure

- 1. Notwithstanding anything contained in the RFP, the Agency shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delays in performance or other failures to perform its obligations under the work order is the result of an event of force majeure.
- 2. For purposes of this clause "Force majeure" shall mean and be limited to the following:
 - a. War/hostilities Riot or Civil commotion
 - b. Riot or Civil commotion
 - c. Earthquake, flood, tempest, lightening or other natural physical disaster.
 - d. Restrictions imposed by the GOI or other statutory bodies after the Award which prevents or delays the execution of the work orderby Agency.
- 3. If either party is prevented, hindered, or delayed from or in performing any of its obligations under the work order by an event of force majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of force majeure within seven (7) days after the occurrence of such event.
- 4. If a force majeure event occurs, the Agency shall inform the DAHD in writing, of such conditions and the cause thereof. Unless otherwise directed by the DAHD in writing, the Agency shall continue to perform its obligations under the work orderas far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 5. The party or parties affected by the event of force majeure shall use reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the work orderand to fulfill its or their obligations under the work order

For delays arising out of Force Majeure, Agency shall not claim any extension for a period exceeding the period of delay attributable to the causes of Force Majeure and neither DAHD

nor Agency shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

Agency shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their Proposal and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, Agency or DAHD shall not be liable for delays in performing their obligations under this order and the work order will be extended to Agency without being subject to price reduction for delayed completion, as stated elsewhere.

SECTION-III TERMS OF REFERENCE

3.1 About the project

India's livestock wealth (534.54 million) includes 192.48 million cattle, 109.85 million buffaloes, 148.88 million goats, 74.26 million sheep and 9.06 million pigs. India is the largest producer of milk globally with production of 187.74 million MT (2019).

Government of India (GoI) has numerous schemes/initiatives to better manage diseases, improve health of animals and increase production and productivity of various animal-based products. For this, various initiatives namely Nation-wide Artificial Insemination Programme (NAIP), National Animal Disease Control Programme for FMD and Brucellosis (NADCP), PPR control programme and Classical Swine Fever Control Programme' (CSF-CP). Brief on each of these programmes is as follows:

- 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.
- The PPR control programme is implemented by the Department of Animal Husbandry & Dairying, Government of India in the entire country which shall benefit rural small / non-land holding farmers. The programme involves vaccination of all susceptible goats and sheep and their three subsequent generations (approx. 30% sheep and goat population) with an objective to declare the country free from PPR by 2025.
- Classical swine fever is highly contagious, potentially fatal viral disease that affects pigs. This disease is a major constraint to the development of pig farming systems in northeast India where pig farming is a main source of livelihood for most households. In order to control the CSF disease in pigs, 'Classical Swine Fever Control Programme' (CSF-CP) was added in the scheme of LH&DC during 2014-15.

The PLA shall assist in management of logistics, procurement of vaccines, tags as well as tag applicators and monitoring of above initiatives/programmes.

3.2 Duration of engagement

Duration of the engagement of the PLA would be two (02) years, which can be further extended for another one year on sole discretion of DAHD subject to satisfactory performance on the same terms and conditions

3.3 Scope of Work

Through this RFP, DAHD intends to invite proposal to select Program Logistics Agency (PLA) to conduct nationwide procurement and **logistics management** for the flagship schemes of DAHD, GoI. This will enable DAHD and state government agencies in effective implementation of the various nationwide schemes.

The Broad Scope of Work for the selected PLA would be as follows, but not limited to:

- i. PLA shall coordinate with States/UTs in consultation with DAHD/Central Programme Management Agency (PMA) to assess the requirement of vaccine dosages, 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 PLA 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. PLA shall prepare tender document in consultation with DAHD/PMA, call for tenders, scrutinize the bid documents for vaccine, tags and applicator manufacturer cum suppliers and finalize them through competitive bidding process. The PLA shall draft and sign the Agreement with manufacturer cum supplier 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 PLA
- v. Based on the merit (technical and financial) of the bidder, the suppliers will be identified by PLA. The items (vaccine/tags/applicators) will be as per specifications, terms & conditions in the bid laid for selection as well as on-boarding of manufactures
- vi. For vaccines and tags, there shall be prior testing for quality through ICAR approved laboratories to check for eligibility as per specifications (mentioned in the SoP approved by ICAR & DAHD)
- vii. PLA shall co-ordinate with the Laboratories/Institutes and the vaccine manufacturers for undertaking the quality testing purpose. The readiness of the labs shall be assessed by the PLA 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 labs
- viii. PLA 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 PLA, shall be communicated to DAHD/PMA within 2 working days along with the suggestive mitigation/alternate measures
- ix. PLA 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 PLA 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. Any delay in this timeline, which is beyond the control of PLA and duly informed to DAHD with due approval, may lead to monetary consequences on the service charge of PLA, solely on the discretion of DAHD
- xi. PLA will obtain the quality check reports (Certificate of Analysis CoA, etc.) done by the manufacturer before dispatch of the vaccines to states/UTs.

- xii. PLA 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. PLA 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.
- xv. PLA shall ensure the traceability of consignment under transit through incorporation of advanced technology in the supply chain process such as Artificial Intelligence (AI)/Blockchain 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 PLA/manufacturer. The PLA shall allow the access of dashboard to DAHD/PMA in order to track every batch in transit on a real-time basis
- xvi. PLA 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. Batchwise traceability of vaccines used under NADCP is to be maintained by PLA 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. PLA shall release payment to vaccine suppliers and ear-tags including applicator suppliers on receipt of acceptance certificates from the respective State Animal Husbandry Departments regarding quantity and quality of each components including results of seromonitoring concerning the vaccines supplied. PLA shall also release payment to Institutions/Labs for procurement of necessary resources and infrastructure related to the program, on directions of DAHD
- xix. PLA 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. PLA shall ensure that the GFR of Ministry of Finance shall be followed and strictly adhered to while dealing with matters of financial nature. The PLA shall adhere to the checklist for verification and payment of bills in connection with purchase of vaccines, ear tags and tag applicators
- xxi. A separate account shall be opened in a Bank by PLA for NADCP and record of the funds shall be maintained meticulously
- xxii. PLA shall intimate DAHD on all the activities undertaken on a regular basis

- xxiii. PLA shall submit the various field reports and invoices involved in the logistics management for the program. Event Management such as conferences, advocacy campaigns shall also be taken up by the PLA
- xxiv. The PLA shall ensure the risk mitigation process for issues arising during the transit of batches till the vials are injected into the cattle, zero transit losses
- xxv. Any other task as assigned by the DAHD

3.4 Deliverables

Sr. #	Items	Deliverables Target	Frequency
1	Collated and cleaned data for supply orders/procurements receipts/invoices etc.	Supply reports for vaccine as well as tags	Weekly
2	Progress status report	As per requirement of DAHD	Monthly
3	Periodic Survey Summary Report	As per requirement of DAHD	Periodic (Quarterly/Annually)
4	Report quality parameters of vaccines as per the tender conditions at the time of dispatch from manufacturers & at the time of deliver to States/UTs	As per requirement of DAHD	Monthly
5	Float tender, evaluate, finalize and empanelment of Vaccine & ear tag manufacturers as per the requirement of DAHD	Empanelment of Vaccine & ear tag manufacturers as per the requirement of DAHD	As per the requirement
6	Manage reversal of vaccines in case of QC failure	Coordinate with manufactures for destruction of noncompliant vaccine from states/UT's for destruction.	As per the requirement

DAHD will not deduct any amount from the Bid Amount without first giving a written notice to the Agency of the reason for intending to do so and giving the Agency an opportunity to provide an oral and a written response. DAHD will then provide to the Agency a letter containing its reasons, the arguments of the Agency and the final grounds for making the deduction.

3.5 Payment Terms & Schedule

Payment is due upon receipt of PLA's invoices as per the following payment schedule:

S.No.	Deliverable	Percentage of Payment	
1	Acceptance of terms and conditions as well as signing of Agreement and Deployment of resources to client site (DAHD)	Mobilization advance: 10% of the estimated work order value will be released The amount will be adjusted from the payment released to the PLA within a period of one year from the commencement ofthe work order.	
2	Monthly reports	Service charge as percent of procurement value will be released based on the monthly invoice raised by the PLA by 10 th of the following month post satisfying all the tender conditions.	

SECTION-IV Pre-Qualification and Technical Proposal Standard Forms

Form IV-A: Pre –Qualification Proposal Submission Form

Form IV-B: Technical proposal submission

Form IV-A: Pre-Qualification Proposal Submission Form

[DelhiFebruary 2022]

To

Under Secretary
Room No.
Department of Animal Husbandry & Dairying
Ministry of Fisheries, Animal Husbandry & Dairying
Government of India

RFP dated [date] for selection of Program Logistics Agency (PLA) for [name of assignment]

Dear	Sir	/ N/I:	adam.
Duai		IVIC	auaiii.

With reference to your RFP document dated ________, we, having examined all relevant documents and understood their contents, hereby submit our Pre-Qualification Proposal for selection as the Program Logistics Agency (PLA) for [name of assignment]. The Proposal is unconditional and unqualified. We are submitting our Proposal as [name of the Bidder]. 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 PLA, 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 PLA 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 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.
- 6. 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 PLA, without incurring any liability to the Bidders.

- 7. We declare that we are not associated or affiliated to any other Bidder applying for Selection as the PLA.
- 8. 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.
- 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 we have not 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 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 PLA or in connection with the selection process itself in respect of the above-mentioned Project.
- 11. 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.
- 12. We agree to keep this offer valid for 60 (sixty) days from the Proposal Due Date specified in the RFP.
- 13. 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 Bidder/ Authorized Representative)

Form IV-B: Technical Proposal Submission Form

[Location, Date]

To,

Sh. Manish Kumar Diwaker

Under Secretary (LH), DAHD, Gol Ground Floor, Left wing, Chandralok Building, 36, Jan Path, New Delhi-110001 Ph-9650660330 Email id- mk.diwaker@nic.in

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 Bidder].

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 Program Logistics Agency (PLA), 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 PLA 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 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.

- 6. 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 PLA, without incurring any liability to the Bidders.
- 7. 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.
- 8. 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 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.
- 9. 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 PLA or in connection with the selection process itself in respect of the above-mentioned Project.
- 10. 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.
- 11. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
- 12. 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 Bidder/Member in Charge)

SECTION- V-A Form V-A: Financial Proposal Submission Form

<Location, Date>

To:

Under Secretary
Room No. ,
Department of Animal Husbandry & Dairying
Ministry of Fisheries, Animal Husbandry & Dairying
Government of India

Subject: Submission of the Financial bid for cprovide name of the consulting assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the services of a **Program Logistics Agency (PLA)** in accordance with your Request for Proposal dated [*Date*] and our Proposal - Technical and Financial Proposals. Our attached Financial Proposal is for the sum of << *Amount in words and figures*>>. All the fee quoted in this bid shall be valid for the entire work order duration, and no escalation will be payable.

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:

Name and Title of Signatory: Name of Firm:

Address:

Form V-B: Format for Financial Quotation

Name of the Agency:

SI. No.	Particulars	Percentage (%) (in figures)
1	Service charge would be percentage of procurement amount excluding applicable GST thereon	

Note:

- For any additional job assigned to PLA wherein the tax invoice is raised for nil invoice costsuch as assistance for destruction of un-utilized vaccine, reverse logistics, etc. the service charge would be considered as percentage of consignment value from the respective vendor (herein Vendor refers to the name of party mentioned in the invoice) or as per the decision/approval of DAHD
- GST will be paid as applicable and will not be considered for calculating financial score