

F.No. K-11053(5313)/16/2019-LH
Government of India
Ministry of Fisheries, Animal Husbandry and Dairying
Department of Animal Husbandry and Dairying

Krishi Bhawan, New Delhi
Dated the **23** December, 2019

To,


M/S Ernst and Young LLP
3rd & 6th floor, World Mark 1
IGI Airport Hospitality District
Aerocity, New Delhi

Subject:- Appointment for services of Programme Management Agency (PMA) for implementation of National Animal Disease Control Programme for FMD and Brucellosis (NADCP)

Sir,

I am directed to convey the approval of the competent authority for appointment of M/s Ernst and Young LLP, 3rd & 6th floor, World Mark 1, IGI Airport Hospitality District Aerocity, New Delhi as Programme Management Agency (PMA) for implementation of NADCP with the following terms and conditions including those mentioned under **Other Conditions**:

1. To 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. To 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. To review existing NDDDB dashboard and suggest improvements for effective data management on state level implementation of NADCP



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4. To assist in evaluation of State/UT procurement requirements and other financial assistance required by the State/UT for implementation of NADCP
5. To 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. To assist in creation of fund release plan as per the requirements in the detailed action plan for each State/UT
7. To assist in releasing of funds/ grants to the States/UTs
8. To assist in implementation and monitoring of NADCP in accordance with the high-level implementation plan and operational guidelines issued
9. To support in data reconciliation, analysis for monitoring progress from the data received at the central data repository and dashboard
10. To develop and provide to DAHD monthly progress/status reports, consolidating inputs from all States/UTs implementing NADCP through IT based Dashboard reporting tool
11. To assist in annual and mid-year reviews of the program implementation progress with States/UTs
12. To monitor procurement progress by centralized logistics and procurement agency
13. To assist in modifying physical and financial targets based on mid-year, annual, mid-term reviews or as and when required
14. To 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. To assist in development of model awareness and publicity programs for the States/UTs both print and electronic media towards this programme of DAHD
16. To 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. To assist in organizing meetings, workshops, seminars and stakeholder consultations, etc. The agency shall prepare presentations and support material for the same



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18. To provide any other assistance as required by DAHD in implementing NADCP successfully

Other Conditions:

- a) This work order of engagement of M/s Ernst and Young LLP as PMA shall be valid for 2 (two) years from the date of acceptance of this work order by. However, its performance as PMA shall be reviewed initially, after completion of 6 months from the date of acceptance of this work order by M/s Ernst and Young LLP. This work order shall thereafter, on the satisfaction of DAHD, can be extended as per mutual consent in order to ensure successful implementation of the NADCP programme
- b) All technical information and manuals, from time to time, shall be drawn up in English language
- c) M/s Ernst and Young LLP shall, at its sole cost and expense, deploy adequate staff and personnel, sufficiently trained and qualified, fully competent, medically fit and equipped for providing services diligently and efficiently in accordance with the terms hereof
- d) M/s Ernst and Young LLP shall ensure that the information/details related to the assignment which comes to the knowledge of M/s Ernst and Young LLP or its personnel, during the course of provision of services under this work order, 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 DAHD and M/s Ernst and Young LLP in connection with or arising out of or relating to or under this order, both 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
- f) DAHD shall have the right to terminate the appointment vide this order by giving a notice of 03 (three) months in writing. In the event of termination of the appointment for reasons not solely attributable to M/s Ernst and Young LLP, DAHD will reimburse all the expenses incurred by M/s Ernst and Young LLP upon submission of appropriate evidence by M/s Ernst and Young LLP. If the appointment is terminated due to reasons attributable solely to M/s Ernst and Young LLP or in case of termination of the appointment by M/s Ernst and Young LLP for reasons not solely attributable to DAHD, the latter will forfeit the performance security, if any, of M/s Ernst and Young LLP



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- g) For carrying out services as PMA as per this order DAHD shall pay, M/S Ernst and Young LLP @ Rs. 624,99,876/- (Rs. Six crore twenty four lakh ninety nine thousand eight hundred seventy six only) exclusive of all taxes as per terms of RFP for 2 years.
- h) Rs 62,49,987/- (Rs Sixty two lakh Forty nine thousand Nine hundred & eighty seven only) shall be deposited by M/s Ernst and Young LLP as Performance Security (equivalent to 10 (Ten) percent of the cost of financial proposal) from a Nationalized/Scheduled Bank, before start of work on assignment, in form of a Bank Guarantee substantially in the form specified at Annexure A of the Work Order in RfP. Performance Security will be retained by DAHD until the completion of the assignment by the M/s Ernst and Young LLP and be released 60 (Sixty) Days after the completion of the assignment.
- i) Work Order shall be issued, in duplicate, by the DAHD to M/s Ernst and Young LLP and M/s Ernst and Young LLP 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 M/s Ernst and Young LLP is not received by the DAHD within 3 (three) days of the receipt of the Work Order, DAHD 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 DAHD on account of failure M/s Ernst and Young LLP to acknowledge the Work Order, and the next highest ranking Applicant shall be considered.
- j) Payments to M/s Ernst and Young LLP
- i. DAHD will not consider advance payment to M/s Ernst and Young LLP.
 - ii. M/s Ernst and Young LLP will submit pre-receipted invoices in triplicate, complete in all respects, on the last working day of every quarter, for necessary settlement to DAHD. Payment would be made by DAHD on equal installments 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 by M/s Ernst and Young LLP to DAHD.
 - iii. The final payment shall be released by DAHD only after successful completion of the required work detailed in the RfP Document.
 - iv. GST shall be paid as applicable.
 - v. For facilitating Electronic transfer for funds, the M/s Ernst and Young LLP shall 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

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- to verify the details furnished to DAHD. These details should also be furnished on the body of every bill submitted for payments by M/s Ernst and Young LLP.
- vi. Currency: The price is payable to M/s Ernst and Young LLP in local currency i.e. Indian Rupees.
- vii. 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 by DAHD.
- k) 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 and shall report to Mission Director NADCP for necessary directions.
- l) All future communications by M/s Ernst and Young LLP shall be done with the office of Mission Director NADCP (email - mdnadcp-ahd@gov.in, cc to jsdairy-ahd@gov.in).
- m) The conditions mentioned in RfP shall be considered to be integral part of this Work Order.

This issues with the approval of the Competent Authority and as concurred by IFD vide No. 6014 dated 20.12.19.

Yours faithfully,



(Deepak Sethi)

Under Secretary to Government of India

Copy to:

- 1 PPS to Secretary, AHD
- 2 PPS to AS&FA, DAHD
- 3 PPS to Animal Husbandry Commissioner, DAHD
- 4 PPS to MD (NADCP) & JS (C&DD)
- 5 PPS to Joint Secretary (LH) DAHD
- 6 Principal Secretaries / Secretaries of AHD of all States / UTs
- 7 JC (RGM), JC(LH)
- 8 Directors of AHD / CEOs of SLDBs of all States / UTs
- 9 AC(LH), RO(NADCP), LO(LH)
- 10 NIC for uploading the work order on Department's website

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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



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