

**F. No. 3/100/2020- AHD(RGM)/**  
**Government of India**  
**Ministry of Fisheries Animal Husbandry & Dairying**  
**Department of Animal Husbandry, Dairying & Fisheries**

**Krishi Bhavan, New Delhi-110001.**  
**Dated the 15<sup>th</sup> October 2020**

**TENDER NOTICE**

**Sub: Request for proposal (RfP) for Selection of service provider for production, transfer of in vitro produced (IVF) embryos of cattle and buffaloes to recipients for getting assured pregnancy at Central Cattle Breeding Farms of Department of Animal Husbandry & Dairying, Ministry of Fisheries, Animal Husbandry & Dairying, Govt. of India.**

1. Bids are hereby invited online through e-procurement module of Central Public Procurement Portal (CPPP) from reputed, experienced, well established and financially sound firms for " Submission of Request for Proposal (RfP) for Selection of Service Provider for Production, Transfer of In Vitro Produced (IVF) Embryos of Cattle and Buffaloes to Recipients for Getting Assured Pregnancy" at Central Cattle Breeding Farms of Department of Animal Husbandry & Dairying, Ministry of Fisheries, Animal Husbandry & Dairying, Govt. of India.
2. Department of Animal Husbandry & Dairying, Government of India. intends to select service providers for taking up production and transfer of IVF embryos and production of bull calves and for providing farmers with elite heifers in its Seven Central Cattle Breeding Farm (CCBF) located in different states of India. For each individual farm the infrastructure provided and the breed selected would be different. Service providers would be required to establish IVF labs in the building constructed for the purpose and produce IVF calves. Payment to the service provider will be made on the basis of assured pregnancy at 90 days. The Service provider will be selected as per Least- Cost Selection (LCS) process.
3. Interested applicants are requested to submit their responses to the "RfP" to this Department on or before 4.11.2020 **by 05:00 PM.**

The Client will endeavor to follow the following schedule:

<b>Start date and time for viewing/downloading the tender document</b>	15 <sup>th</sup> October, 2020
<b>Date of issue of RFP</b>	15 <sup>th</sup> October, 2020
<b>Start date and time for submission of bid</b>	15 <sup>th</sup> October, 2020
<b>Last date for receiving queries/requests for clarification</b>	29 <sup>th</sup> October, 2020 at 17.00 hrs

Pre-bid meeting	02.11.2020 at 3:00 PM
DAHD's direct response to queries/requests for clarification	02.11.2020
Last date and time for downloading tender document	04.11.2020 by 2:00 PM
Last date and time for Submission of Proposal (RfP) bid & submission of EMD & Tender Fee in original	04.11.2020 by 5:00 PM
Date and time for opening of Technical proposals / bid	05.11.2020 at 5:00 PM
Presentation by the applicants meeting the minimum qualification criteria	06.11.2020 at 3:00 PM
Opening of financial bid**	09.11.2020 at 3:00 PM

\*\*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.

In case, any holiday is declared by the Government on the day of opening, the tender will be opened on the next working day at the same time. The Competent Authority reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

Yours faithfully,



(Dr. Bhushan Tyagi)  
Deputy Commissioner  
DAHD, Krishi Bhavan, New

Delhi

**Dr. BHUSHAN TYAGI**  
Deputy Commissioner (CD)  
Govt. of India  
Ministry of Fisheries, A.H. & Dairying  
D/o Animal Husbandry and Dairying  
Krishi Bhawan, New Delhi-110001

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

**SELECTION OF SERVICE PROVIDER**

**FOR**

**PRODUCTION, TRANSFER OF IN VITRO PRODUCED EMBRYOS OF CATTLE AND  
BUFFALOES TO RECIPIENTS FOR GETTING ASSURED PREGNANCY**

**REQUEST FOR PROPOSAL**

**October 2020**

## Contents

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Notice Inviting – Request for Proposal .....	4
Disclaimer .....	6
<b>Section 2: Instruction to applicants.....</b>	<b>11</b>
2.1. Introduction .....	11
2.2. Clarification and amendment of RfP documents .....	14
2.3. Earnest Money Deposit .....	15
2.4. Performance Security .....	16
2.5. Preparation of proposal.....	17
2.6. Submission, receipt and opening of proposals .....	19
2.7. Proposal Evaluation.....	20
2.8. Grant of Work Order .....	25
2.9. Confidentiality .....	25
2.10. Contract cancellation along with forfeiture of Performance Guarantee ...	25
2.11. Pre-bid meeting .....	27
2.12. Miscellaneous.....	27
2.13. Tentative schedule for selection process .....	28
2.14. Data Sheet.....	29
<b>Section 3: Financial Proposal – Standard Forms .....</b>	<b>31</b>
Form 3A: Financial Proposal Submission Form .....	32
Form 3B: Summary of Costs.....	33
<b>Section 4: Terms of Reference.....</b>	<b>34</b>
Scope of work for Service Provider.....	34
Responsibilities of the Central Cattle Breeding Farm/Contracting Agency .....	35
<b>Section 5: Minimum qualification and Technical Proposal Standard Forms .....</b>	<b>46</b>
Form 5A: Format for Power of Attorney for Lead Member of Consortium .....	47
Form 5B: Self-certification of Minimum Eligibility and of not being blacklisted	49
Form 5C: Format for Cumulative Annual Turnover of Applicant.....	50
Form 5D: Format for Proving relevant experience.....	51
Form 5E: Format for Power of Attorney for Authorized Representative.....	52
Form 5F: Format of Bank Guarantee for Earnest Money Deposit .....	54
Form 5G: Technical Proposal Submission Form .....	58
Form 5H: Approach and Methodology .....	61

<b>Form 5I: Format for Agreement of Association (in case of consortium) .....</b>	<b>62</b>
<b>Form 5J: Format for Assignment Details of the Applicant.....</b>	<b>64</b>
<b>Section 6: Standard Form of Work Order.....</b>	<b>65</b>
<b>Form of Work Order .....</b>	<b>66</b>
<b>Annexure A: Form of Bank Guarantee for Performance Security.....</b>	<b>76</b>

## Notice Inviting – Request for Proposal

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### Department of Animal Husbandry & Dairying (DAHD)

#### **Request for proposal (RfP) for Selection of service provider for production, transfer of in vitro produced embryos of cattle and buffaloes to recipients for getting assured pregnancy**

1.1 India is the largest milk producer in the world. Milk production was estimated at 187.8 million tons in 2018-19; about 49% contributed by buffaloes, 48% by cows and the remaining 3% by goats. The past long-term growth in milk production in India has been significant compared to the total world milk production. In the last one decade, the compounded annual growth rate in milk production in India has been about 6.41% against about 2% globally. The demand for milk in India is constantly growing.

1.2 The country has a very large population of cattle and buffaloes; according to the Livestock Census 2019, the country had 78.7 million adult female cattle and 54 million adult female buffaloes. There are uniquely identified 50 cattle breeds and 17 buffalo breeds. Centuries of natural and human selection have resulted in genetically diverse breeds fitting into a wide range of environmental conditions and human needs each characterized by its unique adaptive and productive traits.

1.3 At present, about 129 thousand AI centres are in operation. These centres together in 2018-19 carried out 80 million inseminations; which amount to about 30 percent of the breedable cattle and buffaloes bred through AI at present. The overall conception rate of AI is around 35% in the country. A Nationwide Program for Artificial Insemination (NAIP) has been initiated to cover the majority of breedable cattle and buffaloes under AI. To achieve the objective of faster genetic gain, there is a need of elite germplasm, both of Bulls and Heifers. There are 56 semen stations in the country producing about 119 million doses in the country and they need 20% replacement of bulls with constant higher productivity every year.

1.4. A total of 7 Central cattle Breeding Farms (CCBF) have been established with the twin objective to supply bulls to Semen Stations in the Country and also to provide elite heifers to farmers for continuous improvement and faster genetic gain. These CCBF farms have been using Artificial Insemination till date. In order to introduce faster genetic gain, it is proposed to use IVF technology in select breeds to achieve both the purpose. Farmers need not wait for a number of years to have access to better breeds

of cow or buffalo, as through IVF it can be done in one generation. **Details of the farm wise infrastructure available is given at Annexure-II A to II G**

1.5. One of the biggest obstacles in making IVF a mass technology like AI, is its cost. It is envisaged to reduce the cost of In-vitro production by encouraging private firms (International/National firms) to take up embryo production on commercial scale as done in Frozen Semen Production. Considering the relevance of the Embryo Transfer Technology in India, the DAHD has decided to establish IVF centre on outsourcing mode which will transfer viable embryos of specified standards at affordable price to farmers/breeders/institutions. The bulls produced as a byproduct of use of Sex Sorted Semen can be purchased by different Semen Stations in the country to meet their requirement of Bulls, as per the Policy of Commercial production of IVF embryos approved by DAHD.

1.6. Department of Animal Husbandry & Dairying, Government of India. intends to select service providers for taking up production and transfer of IVF embryos and production of bull calves and for providing farmers with elite heifers in its Seven Central Cattle Breeding Farm (CCBF) located in different states of India. For each individual farm the infrastructure provided and the breed selected would be different. Service providers would be required to establish IVF labs in the building constructed for the purpose and produce IVF calves. Payment to the service provider will be made on the basis of assured pregnancy at 90 days. The Service provider will be selected as per Least- Cost Selection (LCS) process.

Interested applicants are requested to submit their responses to the “RfP” on Central Public Procurement Portal (<http://eprocure.gov.in>) on or before 4<sup>th</sup> **November 2020 by 05:00 PM.**

## **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 the needs of each party who reads or uses this document. RFP includes statements which reflect various assumptions and assessments arrived 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 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 caused, arising out of 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 as per 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.

The RfP includes the following documents:

Section 1	Letter of Invitation
Section 2	Instructions to Applicants
Section 3	Financial Proposal - Standard Forms
Section 4	Terms of Reference Technical Proposal - Standard forms
Section 5	Technical Proposal - Standard forms
Section 6	Standard form of Work Order

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

## ACRONYMS

Abbreviations	Descriptions
DAHD	Department of Animal Husbandry & Dairying
RFP	Request for Proposal
CPPP	Central Public Procurement Portal
RGM	Rashtriya Gokul Mission
CCBF	Central Cattle Breeding Farms
IVF	In-Vitro Fertilization
EMD	Earnest Money Deposit
ToR	Terms of Reference
MoU	Memorandum of Understanding

## **Section 1: Letter of Invitation**

**New Delhi**

**Date:**

**Background:**

1.1. Livestock is an important sub-sector of Indian agricultural economy and plays a multifaceted role in providing livelihood support to the rural population. Livestock sector apart from contributing to national economy in general and to agricultural economy in particular also provides employment generation opportunities, asset creation, coping mechanism against crop failure and social and financial security. The Livestock sector, besides contributing to the national economy, plays a key role in providing livelihoods to seventy million rural households.

1.2. India is the global leader amongst dairying nations and produced 187.75 million tons of milk during 2018-19 valued at more than Rs 7,000 billion. As per the 20<sup>th</sup> Livestock Census the total Bovine population is 302.37 million of which Crossbred cattle are 50.42 million; indigenous cattle constitute 142.11 million and Buffalo population is 109.85 million. The population of animals in milk is around 97.54 million (as integrated sample survey 2018). To enhance milk production and productivity of dairy animals and meet the demand of milk, National Action Plan has been formulated by the Department. The action plan aims to enhance milk production to 300 million tons by 2024-25. The action plan envisages to enhance productivity of animals from present level of 1861 kg per year per animal to 4000 kg per year per animal.

1.3. Although India is world leader in milk production since 1998, the average productivity of dairy animals is lower as compared to world average. Major reason of this low productivity is poor AI coverage of 30% among the breedable bovines. Less than 20% of the bulls available at semen stations are only produced through organized breeding programme and remaining 80% are of unknown genetic merit. Bulls are mostly selected on the dams lactation yield. Sires' breeding value or genetic potential is not taken into consideration in selection of bulls used for semen production. At present 8800 HGM bulls including 3023 bulls of indigenous breeds are required for enhancing AI coverage from 30% to 70% of breedable bovine females. At present only 860 bulls of indigenous breeds are available at semen stations thus there is short fall of 2163 bulls by taking semen production as 25000 doses per bull for indigenous breeds. Hence there is an urgent need to fulfill the demand of HGM bulls to cater to the need of producing adequate semen by semen stations of the country for achieving 70% AI. Availability of elite female animals is also limited in the country.

1.4. As per the approved policy of the Department, ( Policy for Commercial production of IVDF Embryos) Embryo transfer technology especially in vitro embryo production will play important role in production and supply of elite bulls of indigenous breeds to meet the shortage of bulls in the country as well as for supplying heifers to farmers. One of the biggest obstacles in making IVF a mass technology like AI is its cost. It is envisaged to reduce the cost of In-vitro production by encouraging private firms (International/ National

firms) to take up embryo production on commercial scale as done in Frozen Semen Production.

1.5. A total of 7 Central cattle Breeding Farms (CCBF) have been established with the twin objective to supply bulls to Semen Stations in the Country and also to provide elite heifers to farmers for continuous improvement and faster genetic gain. These CCBF farms have been using Artificial Insemination till date. In order to introduce faster genetic gain, DAHD has released funds for creation of IVF labs within its Central Cattle breeding Farms for establishment of 7 in-vitro embryo production centres in the country. **Details of the farm wise infrastructure available is given at Annexure-II A to II G**

1.6. Considering the relevance of the IVF- Embryo Transfer Technology in India, the DAHD has decided to establish these 7 IVF centres located in CCBFs on outsourcing mode to provide elite heifers to farmers/breeders/institutions at affordable price. The bulls produced as a byproduct of use of Sex Sorted Semen can be purchased by different Semen Stations in the country to meet their requirement, as per the Policy of Commercial production of IVF embryos approved by DAHD. DAHD intends to select service providers for taking up production and transfer of IVF embryos and production of bull calves and for providing farmers with elite heifers in its Seven CCBF located in different states of India.

#### **1.7. Objective of RFP:**

Department of Animal Husbandry & Dairying, Government of India intends to select service providers for taking up production and transfer of IVF embryos and production of bull calves and heifers in its seven CCBF located in different states of India. The detailed objectives are:

- (a) Multiplication and propagation of elite animals (heifers and bulls) in an exponential manner.
- (b) Enhanced availability of disease free high genetic merit bulls for semen stations for use in artificial insemination programmes
- (c) Increased availability of elite animals of indigenous cattle and buffalo breeds.
- (d) Enhancement of milk production and productivity by attaining higher genetic rate.

**1.8 The Service provider will be selected as per Least- Cost Selection (LCS) process. Each bidder can bid for any or all of the CCBF but will have to put in separate bids for each of the Central Cattle Breeding Farm.**

## Section 2: Instruction to applicants

### 2.1. Introduction

- 2.1.1. The Client, DAHD will select a service provider or agencies in accordance with the method of selection specified hereafter. Applicant for this RfP could either be a single business entity or a consortium of business entities. Applicants are advised that the selection of service provider 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 Technical and Financial Proposals (collectively called as - the proposal), as specified in the relevant sections for the services required for the assignment. **Each applicant can submit the proposal for any or all of the CCBF but will have to put in separate proposal for each of the Central Cattle Breeding Farm.** The proposal will form the basis for grant of Work Order to the selected Service provider. The Service Provider 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 in the forms given in relevant sections hereafter.
- 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 participate in 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 for this RfP.

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 arbitrated by sole arbitrator, Secretary, Department of Animal Husbandry, Government of India 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 45 (forty five) 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 two covers containing details of **Technical Proposal (Cover-1)** and **Financial Proposal (Cover-2)** respectively on Central Public Procurement Portal (<http://eprocure.gov.in/eprocure/app>). Submission of bid in physical form is not allowed. Original Earnest Money Deposit shall have to be deposited at DAHD before the last day of submission of the Proposal. **No proposal shall be accepted in any other form and shall be summarily rejected. Each bidder can bid for any or all of the CCBF but will have to put in separate bids for each of the Central Cattle Breeding Farm.**

2.1.10. The technical and financial evaluation as specified in this RfP will be carried out and a list of finally qualified Applicants shall be prepared in the order of their merit.

2.1.11. The evaluation will be done in accordance with procedure in **Clause 2.7**

2.1.12. Number of Proposals: Every Applicant shall submit only one Application for the CCBF he/she is applying to. However he/she may apply for more than one or all 7 CCBFs.

2.1.13. 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.

2.1.14. 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 he/she 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, before the date of pre bid meeting for 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.

The Client will endeavor to respond to the queries prior to the proposal received before 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 CPPP portal 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 will be mentioned beforehand on the CPPP portal. Applicants willing to attend the pre-bid should inform client beforehand in writing through email. Pre Bid may be done either through physical presence or through electronic channels. 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 favor of “ The Director, CCBF” ( Andeshnagar, Alamadhi, Chiplima, Dhamrod, Sunabeda, Suratgarh,) and DD in favour of The Pay and Account Officer Chennai for CCBF Hessarghatta. DD shall be payable at State Bank of India ( at Andeshnagar; Alamadhi- Chennai; Chiplima; Dhamrod - Ankleshwar; Sunabeda – Sunabeda; and Suratgarh – Suratgarh), for the sum of Rs. 500000/- (Rupees Five Lakh Only) the Bank Guarantee shall be in the format of Form 5F”.
- 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 Dr Bhushan Tyagi, The Deputy Commissioner, Government of India Ministry of Fisheries Animal Husbandry & Dairying Department of Animal Husbandry & Dairying Room No. 479 New Delhi 110001 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 Validity of EMD should be 90 days from the last date of bid submission. Demand Draft should be renewed on expiry by the bidder.
- 2.3.4 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.
- 2.3.5 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.

- 2.3.6 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.
- 2.3.7 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. Performance Security**

- 2.4.1. The Service Provider 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 Service Provider 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 (on the basis of number of recipients made available at CCBF) for 3 (three) years** under this Assignment. Further, in the event the term of this Work Order is extended, the

service provider 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 of the same amount , failing which the earlier Performance Security will be encashed.

2.4.2. In case the same service provider wins' bids for multiple CCBFs, separate performance security has to be provided for each CCBF.

2.4.3. The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Service Provider is a non-resident, in compliance with applicable foreign exchange laws and regulations). {In the event the Service Provider 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.}

2.4.4. 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 **and the assignment is of three years**. If the Client has not 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 Service Provider 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 Service Provider 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 Service Provider; 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 drawdown 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.

## **2.5. Preparation of proposal**

2.5.1 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.

- 2.5.2 In preparing their Proposal, Applicants are expected to thoroughly examine the RfP Document.
- 2.5.3 The technical proposal should provide the documents as prescribed in this RfP. No information related to financial proposal should be provided in the technical proposal.
- 2.5.4 Failure to comply with the requirements spelt out above shall lead to rejection of the proposal during the evaluation. Financial proposal should be separate and if any information related to financial proposal is included in technical proposal the applicant shall be disqualified and his proposal will not be considered.
- 2.5.5 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.
- 2.5.6 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.
- 2.5.7 **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 all taxes and charges (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 cover cost of production of IVF embryos from elite donors, and transfer of embryos to potential recipients to give assured**

**pregnancy.** 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 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 and charges, 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.**
- iii. Duration of the engagement of service would be of 3 years (for achieving 2500 pregnancies per CCBF @ 500 pregnancies during first year, 1000 pregnancies each in 2<sup>nd</sup> and 3<sup>rd</sup> year ) and may be extended for next two years (for achieving 3000 pregnancies per CCBF) after assessing the progress made by service provider. **Approximately, 50 to 60 pregnancies are to be established for each of the CCBF (depending upon availability of recipients).**

2.5.8 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.

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

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

## **2.6. Submission, receipt and opening of proposals**

2.6.1 The Proposal shall be submitted through e-procurement portal CPP. 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.

- 2.6.2 The Authorized Representative of the Applicant should authenticate EMD Details, 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. **Each bidder can bid for any or all of the CCBF but will have to put in separate bids for each.**
- 2.6.3 The Applicant shall submit his proposal in separate covers containing details of, **Technical Proposal and Financial Proposal** respectively, on e-procurement portal. Original Ernest Money Deposit shall have to be deposited at DAHD before the last day of submission of the Proposal. **No proposal shall be accepted in any other form and shall be summarily rejected. Each bidder can bid for any or all of the CCBF but will have to put in separate bids for each.**
- 2.6.4 No proposal shall be accepted after the due date for submission of Proposals. After the deadline for submission of proposals, the Technical 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.
- 2.6.5 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.

## **2.7. Proposal Evaluation**

- 2.7.1 As part of the evaluation, the Technical Proposal submission, for Applicants who meet the Minimum Qualification Criteria as mentioned in 2.7.5, 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.
- 2.7.2 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:

### **Technical Proposal**

- i. The applicant meets the minimum qualifications prescribed before evaluating technical and financial proposals.
- ii. The Technical Proposal is received in the form specified in this RfP;
- iii. It is accompanied by the Earnest Money Deposit as specified in this RfP;
- iv. It is received by the Proposed Due Date including any extension thereof in terms hereof;
- v. It does not contain any condition or qualification; and
- vi. It is not non-responsive in terms hereof.
- vii. The CCBF for which it is submitted is written at the Top of the Technical proposal in form---

### **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

2.7.3 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. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Proposal of such an Applicant will not be evaluated further.

### **2.7.4 Eligible Applicants**

a) The Applicant eligible for participating in this RFP process shall be **any one of the following two categories:**

a. Category 1: Single Business Entity

b. Category 2: A consortium of Business Entities (hereinafter referred to as "Consortium")

The term Applicant would hereinafter apply to both the above-mentioned categories.

b) For the purpose of this RFP, a Business Entity shall mean an entity incorporated under the Indian Companies Act 1956/2013 or incorporated under equivalent law abroad or the applicant should be a firm/LLP and should submit registration /incorporation under the governing legislation or a Society/ NGO registered under

relevant act. The Applicant shall be required to submit a true copy of its Incorporation Certificate along with the Proposal.

c) A Consortium of a maximum of three (3) members of above such entities comprising one Lead Member with two other members shall be allowed and shall hereinafter be referred as "Consortium".

d) Applications submitted by a Consortium should comply with the following additional requirements:

- i. The number of members in the Consortium would be limited to three (3);
- ii. The Application should contain the information required from each member;
- iii. The Application should include a description of the roles and responsibilities of all the members;
- iv. Members of the Consortium shall nominate one member as the Lead Member and that member must be an entity as defined in clause 2.7.4 (a);
- v. An Applicant who has applied for empanelment in its individual capacity or as part of a Consortium cannot participate as a member of any other Consortium applying for this RfP;
- vi. The members of the Consortium shall execute a Power of Attorney for Lead Member of Consortium, who has to be an Indian entity, as per the format enclosed at Form 5A. However, other members of the consortium may be foreign entities , and
- vii. The members of the Consortium shall enter into a Memorandum of Understanding (MoU), as per the format provided under Form 5I for the purpose of submission of the Application. The MoU should, interalia,

A. Clearly outline the proposed roles and responsibilities of each member of the Consortium; and

B. Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for the assignments as the case may be and in accordance with the terms of the contract agreement therefore;

A copy of the MoU signed by all members should be submitted with the Application. The MoU entered into between the members of the Consortium should contain the above requirements, failing which the Application shall be considered non-responsive.

viii. Any change in the composition of a Consortium or key personnel during the term of short listing shall be permitted only with prior written approval from DAHD.

#### **2.7.5 Minimum Qualification Criteria**



S. No.	Basic Requirement	Specific Requirements	Documents Required	Document
1	Registration	Applicant/Bidder should be a registered firm / company / partnership/NGO/Society / Institution registered in India and  Should have been operating in the field of Providing Animal Husbandry services for the last three years.	Copy of Certificate of Incorporation	Form 5B
2	Blacklisting	Applicant/Bidder should not be black-listed by any Central / State Government / Public Sector Undertaking / Judicial pronouncement in India	Self-Certification	Form 5B
3	Experience in Technology	(i) Should be maintaining bovine (cattle or buffalo) ETT/IVF embryo production centre.  (ii) Should have trained technical manpower  (iii) Should have experience of running IVF embryo production labs in cattle and buffaloes  (iv)Have at least two qualified ETT/IVF personnel per centre who can be deputed to the Centre.	Details of lab, No of IVF embryo produced, transferred and calves born; Details of technical manpower available and their experience	Form 5D (format)
4	Scheme Implementation experience	<b>Should have experience of running government sponsored schemes/private organizations.</b>	Work Order/LOI/Completion Certificate	Form 5D (format)

5	Turnover from breeding services	Applicant (in case of single business entity)/ lead member (in case of consortium) should have a minimum annual turnover of INR 1Crore from Indian operations in each of the previous <b>two financial years (FY 18-19 and 19-20)</b>	Certificate from statutory auditor /audited financial statements for the two previous financial years.	Form 5C
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2.7.6 **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. The maximum points/marks to be given under each of the evaluation criteria are:

S. No.	Technical proposal evaluation parameters	Marking Criteria	Maximum Marks
1.	<b>Experience of technology/ and managing IVF bovine embryo production lab</b>	Running of IVF labs in India or outside India. Documentary evidence about production of IVF embryos.	50 marks maximum, 1 <sup>st</sup> Lab -30 marks, second lab -20 marks.
2.	<b>Experience in implementation of bovine breeding projects/IVF embryo production projects</b>	15 marks per project (Applicant to submit relevant documents)	30 marks maximum
3.	<b>Experience in managing semen stations, donors and recipients farms</b>	20 marks (Applicant to submit relevant documents)	20 marks
<b>Total</b>			<b>100 marks</b>

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

2.7.7 The technical score would be calculated for each applicant by the Client and all the applicants who get at least 60 marks out of 100 would be considered for financial evaluation. Applicants who get a technical score of less than 60 out of 100 would not be considered for the financial evaluation.

2.7.8 **Financial Evaluation:** The final selection of the Service Provider would be based on **Least Cost Selection** (LCS) based on financial proposal. The applicant with the least cost would be awarded the contract. **Applicants bidding for more than one CCBF will have to submit separate proposals for each.**

2.7.8.1 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.

2.7.8.2 In the event the Least Cost offered by 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.

## **2.8. Grant of Work Order**

2.8.1 After selection, a Work Order will be issued, in duplicate, by the Client to the Successful Applicant and the Successful Applicant shall, within 10 (ten) 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 ten 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.

## **2.9. 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.

## **2.10. Contract cancellation along with forfeiture of Performance Guarantee**

2.10.1 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.

2.10.2 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.

## **2.11. Pre-bid meeting**

2.11.1 Pre-Bid Meeting of the Applicants will be convened **online** at the designated date, time. 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.

2.11.2 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.

## **2.12. Miscellaneous**

2.12.1 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.

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

2.12.2.1 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;

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

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

2.12.2.4 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.

2.12.3 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.

2.12.4 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. The SERVICE PROVIDER, 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.

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

### **2.13. Tentative schedule for selection process**

The Client will endeavor to follow the following schedule:

<b>Date of issue of RFP</b>	15.10.2020
<b>Last date for receiving queries/requests for clarification</b>	29.10.2020
<b>Pre-bid meeting</b>	02.11.2020
<b>DAHD's response to queries/requests for clarification</b>	02.11.2020
<b>Proposal due date</b>	04.11.2020
<b>Opening of technical proposals</b>	05.11.2020
<b>Presentation by the applicants meeting the minimum qualification criteria</b>	06.11.2020
<b>Opening of financial bid</b>	09.10.2020

\*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.

#### 2.14. Data Sheet

Reference	Description
2.1	The proposal of the applicant shall be valid for 60 (sixty) days from the Proposal Due Date.
2.2	Clarification must be requested on or before 29.10.2020, 05:00 PM.  Applicants shall share the MS Word file in soft copy of pre-bid queries at the time of requesting clarifications.  E-mail –acsheep@nic.in
2.2.2	<b>Date &amp; Time of pre-bid meeting:</b> 02.11.2020 at 05:00 PM, at the Official Address:  Dr Bhushan Tyagi, The Deputy Commissioner, Government of India Ministry of Fisheries Animal Husbandry & Dairying Department of Animal Husbandry & Dairying Room No. 479 New Delhi 110001
2.5.6	The last date of submission of Proposal is 04.11.2020, at 05:00 PM. The proposal will be submitted on CPPP. The address for submission of EMD/Bank Guarantee is:  Dr Bhushan Tyagi, The Deputy Commissioner, Government of India Ministry of Fisheries Animal Husbandry & Dairying Department of Animal Husbandry & Dairying Room No. 479 New Delhi 110001

Form 3A and 3B

The applicant to state cost in Indian Rupees only - both in figures and words.



### **Section 3: Financial Proposal – Standard Forms**

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Form3A: Financial Proposal Submission

Form 3B: Summary of Costs

**Form 3A: Financial Proposal Submission Form**

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For CCBF [Location] -----.

[Date]

To  
Dr Bhushan Tyagi  
Deputy Commissioner, DAHD.

Krishi Bhawan New Delhi

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 3B: Summary of Costs

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CCBF Name	Cost	Amount in figures (Indian Rupees)	Amount in words
CCBF -	Total cost per pregnancy (A) including all taxes and charges except GST		

Following are the details of our Financial Proposal:

**#For Financial Evaluation**, the Total Cost for the period of three years will be considered. This cost will cover costs/expenses of the Service Provider for undertaking work as detailed in the Scope of Work. This financial proposal covers production of embryos (IVEP), transfer of embryos for getting assured pregnancy.

The lowest commercial quotation received from the bidders will be considered as Lowest bid (L1).

**\*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 4: Terms of Reference

### Scope of work for Service Provider

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The details on the activities to be carried out by the service provider and Contracting Agency are given below:

4.1 The Service Provider will:

4.1.1 work at ~~existing laboratory~~ at Central Cattle Breeding Farm

The ~~laboratory~~ service provider shall be tasked with following activities:

- a. Aspiration and collection of donor oocytes
- b. Production of IVF embryos
- c. Cryopreservation of embryos
- d. Transfer of embryos in farm (contracting agency farm) or at farmer's location
- e. Confirmation of pregnancy at 90 days of embryo transfer
- f. All maintenance and upkeep of the laboratory, including liquid and solid waste disposal

4.1.2 Maintain Cattle shed provided by Central Cattle Breeding Farm for housing donor stock of desired standards and specifications arranged by Service Provider.

4.1.3 Produce IVF embryos of desired standards and specifications from donors of desired standards and specifications available either with service provider or farmers. Appropriate compensation will be paid by service provider for using donors owned by farmers.

4.1.4 Hire, train and compensate the appropriate personnel necessary for the purpose of embryo production;

4.1.5 Put in place an appropriate information system to evaluate the embryos produced objectively to the Department/Agency chosen by the department; and

4.1.6 Transfer the viable embryos to recipients as identified by CCBF/ maintained by farmers for getting assured pregnancy.

#### 4.1.7 Selection of Donors by Service Provider

4.1.7.1 All donors to be used in IVF technology should be disease free as per the protocol prescribed in MSP for semen production. Expenditure on testing to be made by service provider

4.1.7.2 Only donors (dams/ Cows/ Heifers) among the top 20% in the country to be used in embryo production. The protocol for donor selection should be reviewed for upward revision every year by Department of Animal Husbandry and Dairying, Government of India (DAHD), so that genetic gain progress is maintained. For the current year standards and specifications of donors is enclosed in **Annexure-I**.

4.1.7.3 Service provider will not be allowed to use donors below MSP in IVF embryo production.

#### 4.1.8 **Selection of semen:**

4.1.8.1 Semen for IVF should be obtained from A graded semen stations and bulls available at semen station should be selected on the basis of their breeding values, dams lactation yield, sire dams lactation yield. Bulls to be used in the programme shall be free from Infectious Bovine Rhinotracheitis (IBR). **Semen doses will be obtained by service provider.**

4.1.8.2 Only semen of top 1% of the bulls available in the country should be used in IVF by service provider. The selection of Bulls for use of Semen should be approved beforehand from the department. **Service provider will be allowed to use imported high genetic merit semen of indigenous/exotic breeds.**

#### **Responsibilities of the Central Cattle Breeding Farm/Contracting Agency**

4.2 The DAHD/Contracting Agency will provide land, building, animals (if available) as donor or surrogate mother and other infrastructure on FREE OF COST basis to the service provider, for usage in the IVF, details of which are mentioned in ANNEXURE II.

4.2.1 Provide adequate land/Space for building laboratory as per the specification provided by the Service Provider to accommodate their equipment.

4.2.2 Continue to manage recipient cows available at the farm. Farmers will manage their recipient cows.

4.2.3 Make available to the laboratory and donor shed uninterrupted supply of water, electricity, internet, telephone connection etc. on cost basis from relevant service agency.

4.2.4 Payment will be made by DAHD/CCBF to the Service Provider on the basis of assured pregnancy/ No pregnancy no payment. CCBF will make payment for the recipients made pregnant at the farm and service provider will be allowed to collect service charges from the farmers as per the cost per pregnancy quoted in the tender. Service provider shall not be allowed to collect additional cost from the farmers.

**4.3 Duration of the engagement of Service provider:** Duration of the engagement of service would be of 3 years (for achieving 2500 pregnancies per CCBF @ 500 pregnancies during first year, 1000 pregnancies each in 2<sup>nd</sup> and 3<sup>rd</sup> year ) and may be extended for next two years (for achieving 3000 pregnancies per CCBF) after assessing the progress made by service provider. **Approximately, 50 to 60 pregnancies are to be established for each of the CCBF (depending upon availability of recipients).**

**4.4 Payment Schedule:** Payment will be made to the service provider on the basis of confirmed pregnancy at 90 days in the lot of 25 pregnancies each for the recipients made pregnant at the farm. There will be no provision of advance payments. Service provider will be allowed to collect service fee from the farmers as per approved rates on the basis of confirmed pregnancy at 90 days.

## Minimum Standard and specifications for Donors

S no.	Breed	1 <sup>st</sup> lactation yield	Best lactation yield	Breeding value, if available	Gnomically estimated breeding value, (mandatory)
	Major Breeds				
1.	Gir	3000	4000	+Ve	+Ve
2.	Sahiwal	3000	4000	+Ve	+Ve
3.	Red Sindhi	2500	3500	+Ve	+Ve
4.	Kankrej	2500	3500	+Ve	+Ve
5.	Tharparkar	2500	3000	+Ve	+Ve
6.	Haryana	2500	3000	+Ve	+Ve
7.	Rathi	3000	3500	+Ve	+Ve
8.	Murrah	3500	4000	+Ve	+Ve
9.	Nili Ravi	3500	4000	+Ve	+Ve
10.	Mehsana	3000	3500	+Ve	+Ve
11.	HF Pure	10000	11000	+Ve	+Ve
12	Jersey	7000	8000	+Ve	+Ve
13	HF cross	6000	7000	+Ve	+Ve
14	Jersey Cross	5000	6000	+Ve	+Ve
	Minor Breeds			+Ve	+Ve
15.	Ongole	1500	2000	+Ve	+Ve
16	Deoni	1500	2000	+Ve	+Ve
17	Sunandini	4000	5000	+Ve	+Ve

<b>18</b>	Jaffrabadi	3500	4500	+Ve	+Ve
<b>19</b>	Surti	2000	2500	+Ve	+Ve
<b>20</b>	Banni	3000	3500	+Ve	+Ve
<b>21</b>	Bhadawari	2000	2500	+Ve	+Ve
<b>22</b>	Pandharpuri	2000	2500	+Ve	+Ve



## Annexure-II A

### 1. CCBF, Suratgarh (Main Breed Selected for IVF: Gir, Sahiwal , Rathi and Tharparkar)

Sl. No.	Items		CCBF, Suratgarh
1	<b>Name and Address of the Farm</b>		Central Cattle Breeding Farm, Suratgarh, Sriganganagar, Rajasthan-335804
2	<b>Contact No.</b>		01509-268091
3	<b>E-mail-</b>		<a href="mailto:ccbfstg@rediffmail.com">ccbfstg@rediffmail.com</a>
4	<b>Breeds Maintained</b>	Breed	Tharparkar
		Number	382
5	<b>No. of Recipients available</b>	Breed	Tharparkar
		Number	90
6	<b>Infrastructure</b>	Sheds available	7
		Present Capacity	382
		Sheds Occupied	7
		Capacity Occupied	382
		Sheds Vacant	Nil
		Capacity Vacant	0
5	<b>Status of IVF Laboratory</b>		Construction Work Started from 18th May 2020
6	<b>Donor shed available with capacity</b>		50
7	<b>Others</b>	Agricultural Implements	Fully equipped
		Bio gas plant	Available
		land for fodder cultivation	280 ha
		Chaff cutter (electrical)	Available
		Feed and Fodder Godown	Available with sufficient capacity
		Space in admin block	Available

**Annexure-IIB**

**2. CCBF, Alamadhi ( Main Breed Selected for IVF : Murrah Buffalo and Gir)**

<b>Sl. No.</b>	<b>Items</b>		<b>CCBF, Alamadhi</b>
1	<b>Name and Address of the Farm</b>		Central Cattle Breeding Farm, Alamadhi, Chennai-52
2	<b>Contact No.</b>		044-26310122
3	<b>E-mail-</b>		<a href="mailto:ccbf.alamadhi1973@gov.in">ccbf.alamadhi1973@gov.in</a>
4	<b>Breeds Maintained</b>	Breed	Murrah Buffaloes
		Number	238
5	<b>No. of Recipients available</b>	Breed	Murrah Buffaloes
		Number	50
6	<b>Infrastructure</b>	Sheds available	3
		Present Capacity	240
		Sheds Occupied	2
		Capacity Occupied	238
		Sheds Vacant	1
		Capacity Vacant	30
5	<b>Status of IVF Laboratory</b>		Construction Work not started
6	<b>Donor shed available with capacity</b>		50
7	<b>Others</b>	Agricultural Implements	Fully equipped
		Bio gas plant	Available
		land for fodder cultivation	108.5 ha
		Chaff cutter (electrical)	available
		Feed and Fodder Godown	Available with sufficient capacity
		Space in admin block	available

**Annexure-II C**

**3. CCBF, Hessarghatta ( Main Breed Selected : Deoni, Red Sindhi,Sahiwal and Punganur)**

<b>Sl. No.</b>	<b>Items</b>		<b>CCBF, Hessarghatta</b>
1	<b>Name and Address of the Farm</b>		Central Cattle Breeding Farm, Hessarghatta, Bangalore-560088
2	<b>Contact No.</b>		080-28466295
3	<b>E-mail-</b>		<a href="mailto:drsunilccbf@gmail.com">drsunilccbf@gmail.com</a>
4	<b>Breeds Maintained</b>	Breed	Pure Holstein Freisian
		Number	117
5	<b>No. of Recipients available</b>	Breed	Pure Holstein Freisian
		Number	25
6	<b>Infrastructure</b>	Sheds available	3
		Present Capacity	150
		Sheds Occupied	3
		Capacity Occupied	115
		Sheds Vacant	1
		Capacity Vacant	30
5	<b>Status of IVF Laboratory</b>		Construction to start this month
6	<b>Donor shed available with capacity</b>		50
7	<b>Others</b>	Agricultural Implements	Fully equipped
		Bio gas plant	Available
		land for fodder cultivation	56 ha
		Chaff cutter (electrical)	available
		Feed and Fodder Godown	Available with sufficient capacity
		Space in admin block	available

**Annexure-II D**

**4. CCBF, Sunabeda ( Main Breed selected : Red Sindhi and Gir)**

<b>Sl. No.</b>	<b>Items</b>		<b>CCBF, Sunabeda</b>
1	<b>Name and Address of the Farm</b>		Central Cattle Breeding Farm, Sunabeda, Koraput, Odisha-763002
2	<b>Contact No.</b>		06853-223390
3	<b>E-mail-</b>		<a href="mailto:ccbf.sunabeda@rediffmail.com">ccbf.sunabeda@rediffmail.com</a>
4	<b>Breeds Maintained</b>	Breed	Jersey
		Number	271
5	<b>No. of Recipients available</b>	Breed	Jersey
		Number	115
6	<b>Infrastructure</b>	Sheds available	7
		Present Capacity	500
		Sheds Occupied	5
		Capacity Occupied	271
		Sheds Vacant	2
		Capacity Vacant	150
5	<b>Status of IVF Laboratory</b>		Construction Work not started
6	<b>Donor shed available with capacity</b>		50
7	<b>Others</b>	Agricultural Implements	Fully equipped
		Bio gas plant	Available
		land for fodder cultivation	129 ha
		Chaff cutter (electrical)	Available
		Feed and Fodder Godown	Available with sufficient capacity
		Space in admin block	Available

**Annexure-II E**

**5. CCBF, Andeshnagar ( Main Breed Selected : Murrah Buffalo)**

<b>Sl. No.</b>	<b>Items</b>	<b>CCBF, Andeshnagar</b>	
1	<b>Name and Address of the Farm</b>	Central Cattle Breeding Farm, Andeshnagar, Lakhmipur Kheri, Uttar Pradesh-261506	
2	<b>Contact No.</b>	05872-252835	
3	<b>E-mail-</b>	<a href="mailto:ccbfanagar-ahd@gov.in">ccbfanagar-ahd@gov.in</a>	
4	<b>Breeds Maintained</b>	Breed	Murrah
		Number	460
5	<b>No. of Recipients available</b>	Breed	Murrah
		Number	50
6	<b>Infrastructure</b>	Sheds available	9
		Present Capacity	460
		Sheds Occupied	9
		Capacity Occupied	460
		Sheds Vacant	Nil
		Capacity Vacant	0
5	<b>Status of IVF Laboratory</b>	Construction likely to start this month	
6	<b>Donor shed available with capacity</b>	50	
7	<b>Others</b>	Agricultural Implements	Fully equipped
		Bio gas plant	Available
		land for fodder cultivation	321 ha
		Chaff cutter (electrical)	Available
		Feed and Fodder Godown	Available with sufficient capacity
		Space in admin block	Available

**Annexure-II F**

**6. CCBF, Dhamrod ( Main Breded for IVF : Gir )**

<b>Sl. No.</b>	<b>Items</b>	<b>CCBF, Dhamrod</b>	
1	<b>Name and Address of the Farm</b>	Central Cattle Breeding Farm, Dhamrod, Mangol, Surat, Gujarat- 394125	
2	<b>Contact No.</b>	02646-29292175	
3	<b>E-mail-</b>	<a href="mailto:ccbfdhamrod68@yahoo.in">ccbfdhamrod68@yahoo.in</a>	
4	<b>Breeds Maintained</b>	Breed	Surti Buffalo
		Number	231
5	<b>No. of Recipients available</b>	Breed	Surti
		Number	50
6	<b>Infrastructure</b>	Sheds available	4
		Present Capacity	300
		Sheds Occupied	3
		Capacity Occupied	231
		Sheds Vacant	1
		Capacity Vacant	60
5	<b>Status of IVF Laboratory</b>	Construction Work not started	
6	<b>Donor shed available with capacity</b>	50	
7	<b>Others</b>	Agricultural Implements	Fully equipped
		Bio gas plant	Available
		land for fodder cultivation	170 ha
		Chaff cutter (electrical)	available
		Feed and Fodder Godown	Available with sufficient capacity
		Space in admin block	available

**Annexure-II G**

**7. CCBF, Chiplima ( Breeds Selected : )**

<b>Sl. No.</b>	<b>Items</b>	<b>CCBF, Chiplima</b>	
1	<b>Name and Address of the Farm</b>	Central Cattle Breeding Farm,Chiplima, Sambalpur, Odisha-768025	
2	<b>Contact No.</b>	0663-2570722	
3	<b>E-mail-</b>	<a href="mailto:ccbfchiplima@yahoo.co.in">ccbfchiplima@yahoo.co.in</a>	
4	<b>Breeds Maintained</b>	Breed	Red Sindhi-109, Red Sindhi Jersey Cross-120
		Number	229
5	<b>No. of Recipients available</b>	Breed	Red Sindhi-08,
		Number	Red Sindhi Jersey Cross-07
6	<b>Infrastructure</b>	Sheds available	8
		Present Capacity	400
		Sheds Occupied	4
		Capacity Occupied	230
		Sheds Vacant	3
		Capacity Vacant	150
5	<b>Status of IVF Laboratory</b>	Construction work started 3 days back	
6	<b>Donor shed available with capacity</b>	50	
7	<b>Others</b>	Agricultural Implements	Fully equipped
		Bio gas plant	Available
		land for fodder cultivation	190 acres
		Chaff cutter (electrical)	available
		Feed and Fodder Godown	Available with sufficient capacity
		Space in admin block	available

## **Section 5: Minimum qualification and Technical Proposal Standard Forms**

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Form 5A: Format for Power of Attorney for Lead Member of consortium

Form 5B: Self-certification of Minimum Eligibility and of not being blacklisted

Form 5C: Average Annual Turnover of Applicant

Form 5D: Format for highlighting relevant experience

Form 5E: Format for Power of Attorney for Authorized representative

Form 5F: Format of Bank Guarantee for Earnest Money Deposit

Form 5G: Technical Proposal Submission

Form 5H: Approach and Methodology

Form 5I: Format for Agreement of Association (in case of consortium)

Form 5J: Format of Assignment details of the Applicant

\*Please attach a clear scan copy of all the documents



**Form 5A: Format for Power of Attorney for Lead Member of Consortium**

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(On Non – judicial stamp paper of Rs 1000/- or such equivalent document duly attested by notary public)

Power of Attorney

Whereas Department of Animal Husbandry and Dairying (DAHD), Government of India has invited applications from interested parties for —Selection of Professional Communications Agency for DAHD”. (the “Project”),

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP) Document, and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection the Consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESS THAT;

We, M/s. .... (Lead Member), and M/s ..... (the respective names and addresses of the registered office) do hereby designate M/s.

..... being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s bid for the Project, including submission of Application for Qualification/ Application, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with DAHD, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with DAHD.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this.....Day of .....2020

..... (Executants)

(To be executed by all the members of the Consortium)

Note: 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 executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

## **Form 5B: Self-certification of Minimum Eligibility and of not being blacklisted**

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[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, Department of Animal Husbandry & Dairying 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 5C: Format for Cumulative Annual Turnover of Applicant

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S. No.	Financial years	Turnover from Indian operations in (INR)
1.	2018-19	
2.	2019-20	

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 5D: Format for Proving relevant experience

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Please give details of each lab / centre on a separate sheet.

Name of lab:	Date of establishment
Country: Location within the Country:	Total No. of IVEP embryos produced, transferred and calves born
Availability of trained manpower1. Name of person 2. Name of person	Qualifications and Name of the training institute where manpower is trained
Government supported project implemented	Name of the project and completion date

\*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 5E: Format for Power of Attorney for Authorized Representative**

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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 Service Provider 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 favor 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 5F: Format of Bank Guarantee for Earnest Money Deposit

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BG No.

Date:

1. In consideration of you, Department of Animal Husbandry & Dairying, Government of India (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 SERVICE PROVIDER 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] (herein after 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.

**3. If the applicant is applying for multiple CCBFs, for each CCBF, a separate Bank Guarantee has to be submitted**

**Form 5G: Technical Proposal Submission Form**

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[Location, Date]

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

To  
Joint Secretary,  
DAHD  
**Proposal for CCBF -----,**  
**]**

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]. For the Following CCBF -----**

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 Service Provider, 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 service provider 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 Service Provider, 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 Service Provider 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 5H: Approach and Methodology**

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- Conceptual Clarity & Understanding of Assignment
  - Approach & Methodology
  - Case study of handling large-scale Govt. Project
  - Work Plan
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**Form 5I: Format for Agreement of Association (in case of consortium)**

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(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

This Agreement of Association (AoA) entered into this..... day of .....2020 at ..... Among

i) having its registered office at ..... , (hereinafter referred as <<>>, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the

First Part

and

ii) having its registered office at ..... , (hereinafter referred as “<<>>” which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Second Part and

The parties are individually referred to as Party and collectively as Parties.

WHEREAS Department of Animal Husbandry and Dairying (DAHD), has invited Request for Proposals (RFP) from entities interested for RFP for “Selection of Service Provider for **Production, Transfer of In Vitro produced Embryos of Cattle and Buffaloes to Recipients for getting assured Pregnancy**”

”, as per the terms contained in the RFP Document.

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties ‘rights and obligations towards each other and their working relationship’.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

That the roles and the responsibilities of each Party at each stage of the Project shall be as follows:

- 1.
- 2.
- 3.

That the Parties shall be jointly and severally liable for the execution of the Projects arising from the Government of India, States, Union Territories, as the case may be



and in accordance with the terms of the Contract Agreement to be executed on award of the such Projects.

That this MoU shall be governed in accordance with the laws of India and courts in Delhi shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein. In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

First Party

Second Party

Third Party Witness:

## Form 5J: Format for Assignment Details of the Applicant

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Assignment name:

Approx. value of the contract (in current INR):

Country:

Duration of assignment (months):

Location within country:

Name of Client:

Total No of trained professionals employed for the assignment:

Address:

Approx. value of the services provided by your firm under the contract (in INR):

Start date (month/year):  
Completion date (month/year):

Narrative description of Project:

Description of actual services provided by your staff within the assignment:

Notes: Use separate sheet for each Eligible Project

**Section 6: Standard Form of Work Order**

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STANDARD FORM OF WORK ORDER FOR APPOINTMENT OF SERVICE  
PROVIDER

Between

[Name of client]

[Name of Service Provider]

[Date]

## **Form of Work Order**

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### **Work Order to undertake In Vitro Embryo Production, transfer in recipients for getting assured pregnancy**

The Department of Animal Husbandry & Dairying Government of 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 Service Provider to provide certain services as defined in the Work Order (hereinafter called the — Services); and
- b) the Service Provider, having represented to the Client that they have the required 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 SERVICE PROVIDER shall be as set forth in the Work Order; in particular:**

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

3.1.2. Commencement of Services: The Service Provider 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 Service Provider 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 Service provider) 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 Service Provider, to be given after the occurrence of any of the events specified in this clause:

- a) if the Service Provider 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 Service Provider become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Service Provider 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 Service Provider 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 Service Provider submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the SERVICE PROVIDER 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 Service Provider, 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 Service Provider:

- 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 Service Provider 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 Service Provider 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. Department of Animal Husbandry to own intellectual property created:** All rights to any intellectual property conceived or produced by the Service Provider for the Client in the course of performing the IVF Embryo Production, transfer for getting assured pregnancy (Service) Services and all information (including information that is in electronic form), working papers, reports or other papers collected or produced by the Service Provider for the purpose of providing the Programme (Services) are the property of the Client from the date that property is created or developed.

**3.3.2. Existing intellectual property:** Despite anything to the contrary contained in this Agreement, it is understood and agreed that the Service Provider shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of IVEP, ideas,

concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by the Service Provider prior to, or acquired by the Service Provider during, the performance of this Agreement and the Service Provider 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 Services, the Service Provider 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 Service Provider

3.4.1. **General:** The service provider 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 service provider shall always act, in respect of any matter relating to this Work Order or to the Services.

3.4.2. **Conflict of interest:** Prohibition of Conflicting Activities: Neither the service provider nor their technicians/professionals 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 service provider, their technicians/professionals, 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. Modification in technology submitted by the service provider pursuant to this Work Order shall become and remain the property of the Client, and the service provider shall, not later than upon termination or expiration of this Work Order, deliver all such documents and technological inputs to the Client, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents.



3.4.5. Liability of the service provider: Subject to additional provisions, if any, in this Work Order the Service Providers liability under this Work Order shall be as provided by the Applicable Law.

3.4.6. Professional Liability Insurance: Service Provider will maintain at its expense, Insurance including coverage for errors and omissions caused by Service Providers 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 service provider hereunder or (ii) the proceeds, the service provider may be entitled to receive from any insurance maintained by the service provider 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 service provider with work permits and such other documents as necessary to enable the Service Provider 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 Service Provider**

3.6.1. Advance payment will not be considered.

3.6.2. Payment will be made to the service provider on the basis of confirmed pregnancy at 90 days in the lot of 25 pregnancies each for the recipients made pregnant at the farm. There will be no provision of advance payments. Service provider will be allowed to collect service fee from the farmers as per approved rates on the basis of confirmed pregnancy at 90 days.

3.6.3. The final payment shall be released only after successful completion of the required work (number of pregnancies) 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 Principal Secretary Animal Husbandry.

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

### **3.8. Responsibility for accuracy of project documents**

#### **3.8.1. General**

The Service Provider shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. The Service Provider 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 Service Provider 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 Service Provider 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. Indemnity: The Service Provider 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 defense or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Service Provider of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Service Provider 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 Service Provider of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Service Provider 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.

4.1.3. 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.

4.1.4. 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.

4.1.5. Professional Liability Insurance: Service Provider will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Service Provider 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 Service Provider hereunder or (ii) the proceeds, the Service Provider may be entitled to receive from any insurance maintained by the Service Provider to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

#### **4.1.6. Penalty**

- 4.1.6.1. **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 of Animal Husbandry, the selected agency will have to come up with a solution within a given timeframe failing which penalty of **10%** of the total project cost will be imposed. The other form of penalty not mentioned in the RfP will be decided by the appropriate authority (at Joint Secretary Level) on case to case basis.
- 4.1.6.2. **Penalty will also be imposed in cases of death of the animal due to negligence of service provider/destruction of properties/ equipment.**

4.1.6.3. 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 Service Provider 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 Service Provider 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, .....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 Service Provider] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the Service Provider 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 SERVICE PROVIDER, resulting in a Work Order valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the Work Order) and the Service Provider 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 Service Provider 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 Service Provider. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Service Provider 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 SERVICE PROVIDER 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 Service Provider 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 Service Provider 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 Service Provider /the Bank or any absorption, merger or amalgamation of the Service Provider /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 Service Provider] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in yy 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.