

F. No. K-11053(5313)/7/2020
Government of India
Ministry of Fisheries, Animal Husbandry and Dairying
Department of Animal Husbandry and Dairying

Krishi Bhawan, New Delhi
Dated 8th of May 2020

To,

Total Business Solution Pvt Ltd
11/5B, Lower Ground Floor,
Param Towers, Pusa Road, New Delhi, 110005

Subject: Appointment for services of Survey Agency to conduct a telephonic evaluation for flagship schemes of DAHD, GoI

Sir,

I am directed to convey the approval of the competent authority for appointment of Total Business Solution Pvt Ltd, 11/5B, Lower Ground Floor, Param Towers, Pusa Road, New Delhi, 110005 as a Survey agency for flagship schemes of DAHD, GoI with the following terms and conditions:

1. The Survey agency would be given the farmers'/beneficiaries' details (farmer name, state, district, village, mobile number and such others) from the INAPH portal which would be provided by the DAHD.
2. The Survey agency would have to enter the telephonic feedback survey results into the web form field provided in the INAPH online application interface. Credentials to the INAPH would be shared with the Survey agency after the issuance and acceptance of the work order.
3. The Survey agency can view a randomized list which will be provided by DAHD from the INAPH portal.
4. The Survey agency shall be given the ability to edit the records for which it has already made the calls and input "Yes/No" in a field called 'Feedback of Survey agency'.
5. The Survey agency will proactively coordinate with the Department to confirm their agreement on the Format for survey questionnaire data submission, Weekly Survey Summary Report and such other aspects before initiating the survey.
6. The Survey agency should initiate the survey immediately after the randomized list has been shared by DAHD with the Survey agency.
7. The Survey agency will need to call the farmers/beneficiaries in the village/district within 3 days of receiving the randomized list from DAHD.
8. The Survey agency should be well versed with the regional languages of India for conversing with the local farmers/beneficiaries. It is mandatory that the conversations are done in the regional language of the farmer.
9. The Survey agency will need to provide the cleaned data for completed questionnaires of randomized list which will be provided by DAHD per week without any duplication of farmers/beneficiaries and incomplete responses.


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10. The duly filled survey forms will be submitted to DAHD online by the Survey agency, on a daily basis.
11. The Survey agency will also need to provide a weekly summary of the calls made by it during the week. This summary will include the states, districts, villages covered, the total number of farmers/beneficiaries called, and the total number of questionnaires completed. The format for this weekly summary will be provided to the Survey agency by DAHD.
12. The Survey agency should have sufficient resources and infrastructure to fulfill the target set out by the DAHD for the telephonic survey.
13. The Survey agency should either have a centralized operating office in Delhi NCR region or should open a local branch office within Delhi NCR which is equipped with adequate infrastructure within 15 working days after the award of the contract.
14. The Survey agency should maintain recording of all the telephonic-calls made under this project and provide the recording to DAHD on request.
15. The Survey agency needs to provide an android based application to capture the completed survey forms. All completed survey forms should be uploaded on this application and be made available to DAHD. On completion of the project, the application should be handed to the department along with full source code.

16. Deliverables and Liquidity Damage:

S. No	Items	Deliverables Target	Frequency	Liquidity Damage
1	Collated and cleaned data for completed questionnaires/survey forms	Clean data for up to 25,000 completed questionnaires / survey forms equally proportioned between the states/UT as per the programme implementation schedule	Weekly	1. Deduction of 5%, in case of delay in non-submission of completed questionnaires from the list shared by DAHD at the end of every week. 2. Pursuant to a finding that there have been instances where surveys have been incorrectly, or fraudulently filled, DAHD may deduct up to 15% percent of monthly invoice amount.
2	Completed questionnaires/survey forms	Duly filled survey forms submitted to DAHD on-line	Daily	3. Submission of false/manipulated questionnaires
3	Compiled/ Summarized survey report	As per requirement of DAHD	Every Monday/ Weekly	feedback/ survey report may lead to termination of contract and forfeiture of PBG and

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S. No	Items	Deliverables Target	Frequency	Liquidity Damage
4	Periodic Survey Summary Report	As per requirement of DAHD	Periodic (weekly and monthly)	consequent, black listing of the agency. 4.Total of 05 defaults under any SLA would lead to termination of the contract and forfeiture of the PBG

17. **Payments Terms and Schedule:** Payment is due upon receipt of Survey agency's invoices as per the following payment schedule:

S.No.	Deliverable	Percentage of Payment
1	Submission of verified survey summary report and collated data, as per requirement	Quarterly invoice should be 25% of the total project cost. Payment to be released after the authentication/ verification of the submitted monthly survey summary report in the desired template as per guidance of DAHD
2	Final report submission with collated data	16% of the total project cost payment to be released after authentication/ verification of the final report in the desired template (softcopy) and accepted by the DAHD

Note:

1. Minimum assured guarantee of 10,000 survey questionnaires per week
2. The Survey agency should have an ability to scale up to maximum 25,000 survey questionnaires per week
3. GST shall be paid as applicable
4. For facilitating Electronic transfer for funds, the M/s Total Business Solution Pvt Ltd shall be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished to DAHD. These details should also be furnished on the body of every bill submitted for payments by M/s Total Business Solution Pvt Ltd.
5. Currency: The price is payable to M/s Total Business Solution Pvt Ltd in local currency i.e. Indian Rupees.

18. **Duration of engagement:** Duration of the engagement of the Survey agency would be one (01) year, which can be extended for another one year on sole discretion of DAHD subject to satisfactory performance on the same terms and conditions.

19. **Confidentiality:**

- a. Survey agency shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, information, documents, technical data, experience and know-how given to him by DAHD without the prior written consent of DAHD.
- b. Survey agency further undertakes to limit the access to confidential information to those of its employees, implementation partners who reasonably require the same for the proper performance of the Contract provided however that Survey agency shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.
- c. DAHD and the Survey agency agree to keep confidential (i) the terms and conditions of the Contract (ii) any data/ information related to the Contract which is not in public domain and which may have a material effect on the Contract, and (iii) any opinion, advice, statement, experts' views, documents, technical particulars, etc., provided by DAHD to the Survey

agency and vice versa. Further, the Survey agency and DAHD agree that none of the foregoing matters may be disclosed or referred to publicly or to any third party not concerned with the Contract excluding the Government of India (GOI), DAHD or its authorized assignees or any such other body which has the authority to ask for such information under the law, except in accordance with the written authority of the other Party.

20. Force Majeure:

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

For delays arising out of Force Majeure, Agency shall not claim any extension for a period exceeding the period of delay attributable to the causes of Force Majeure and neither DAHD nor Survey agency shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

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

21. For carrying out services as Survey agency as per this order DAHD shall pay, M/S Total Business Solution Pvt Ltd @ Rs. 18570.00/- (Rs. Eighteen thousand five hundred seventy only) for Per 1,000 completed questionnaire Cost in INR per week exclusive of all taxes as per terms of RFP for 1 (one) year.
22. Rs 22,28,400/- (Rs. Twenty two lakh twenty eight thousand four hundred only) shall be deposited by M/s Total Business Solution Pvt Ltd as Performance Security (equivalent to 10 (Ten) percent of the cost of financial proposal) from a Nationalized/Scheduled Bank, before start of work on assignment, in form of a Bank Guarantee. Performance Security will be retained by DAHD until the completion of the assignment by the by M/s Total Business Solution Pvt Ltd and be released 60 (Sixty) Days after the completion of the assignment.

23. Work Order will be issued, by DAHD in duplicate to the M/s Total Business Solution Pvt Ltd and the M/s Total Business Solution Pvt Ltd shall sign and return the duplicate copy of the Work Order in acknowledgement thereof within 7 (seven) working days of the receipt of the Work Order. In failure of same, M/s Total Business Solution Pvt Ltd may, unless it consents to extension of time for submission thereof, forfeit the Earnest Money Deposit in full or pre-estimated loss and damage suffered by DAHD on account of failure of M/s Total Business Solution Pvt Ltd to acknowledge the Work Order, and the next highest-ranking bidder shall be considered.
24. All information and manuals, from time to time, shall be drawn up in English language.
25. M/s Total Business Solution Pvt Ltd shall, at its sole cost and expense, deploy adequate staff and personnel, sufficiently trained and qualified, fully competent, medically fit and equipped for providing services diligently and efficiently in accordance with the terms hereof.
26. All future communications by M/s Total Business Solution Pvt Ltd shall be done with the office of Mission Director NADCP (email mdnadcp-ahd@gov.in, cc to jsdairy-ahd@gov.in).
27. The conditions mentioned in RfP shall be considered to be integral part of this Work Order.

This issues with the approval of the Competent Authority and as concurred by IFD vide No. 7888 dated 1.5.2020

Yours faithfully,



(Deepak Sethi)

Under Secretary to Government of India

Copy to:

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

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Copy for Information to:

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



(Deepak Sethi)

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