

**OFFICE OF THE DIRECTOR  
ANIMAL HUSBANDRY AND VETERINARY DEPARTMENT  
ASSAM::GUWAHATI-3  
Phone and Fax: 0361-2668609      Email: assamvety@gmail.com**

RFP No. : VET/RKVY(11-12)/2/outsourcing/2011-12/777

Dtd. Guwahati the 23. Nov, 2011,

## **REQUEST FOR PROPOSALS**

### *Title of Services:*

**Establishment of 500 Nos. Integrated Livestock Development  
Centres (ILDC) for providing the services of Artificial  
Insemination and Veterinary first aid to Cattle in Seven districts  
of Assam under RKVY and NPCBB**

<b>Last Date &amp; Time of submission</b>	<b>:</b>	<b>21st December' 2011 by 3.00 PM</b>
<b>Date of opening</b>	<b>:</b>	<b>21<sup>st</sup> December' 2011 at 4.00 PM</b>

## Section 1: Invitation for Proposals

- 1.1 The Government of Assam received an assistance under RKVY and NPCBB from GOI and intends to apply a portion of this assistance to eligible payments under this proposed assignment for establishment of 500 Integrated Livestock Development Centers(ILDC) and also for providing veterinary first aid to the cattle.
- 1.2 This invitation to tender is for appointing a Service Provider Agency for “Establishment of 500 Nos. of Integrated Livestock Development Centres for providing the services of Artificial Insemination and veterinary first aid to Cattle under RKVY and NPCBB.
- 1.3 A firm will be selected under Quality-and Cost-Based Selection (QCBS) and procedures described in this RFP, in accordance with the World bank guidelines and procedures
- 1.4 The RFP includes the following documents:
  - Section 1 – Invitation for Proposal
  - Section 2 - Information to Consultants [including Data Sheet]
  - Section 3 – Pre-Qualification Proposal- Standard Forms
  - Section 4 - Technical Proposal - Standard Forms
  - Section 5 - Financial Proposal - Standard Forms
  - Section 6 - Terms of Reference
  - Section 7 - Standard Form of Contract.
- 1.5 Invited agencies are advised to study this tender document carefully. Submission of proposal shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. Sealed offers prepared in accordance with the procedures enumerated in the subsequent Sections should be submitted at the address given below:  
The Director,  
Animal Husbandry & Veterinary Department,  
Chenikuthi, Guwahati-781003, Assam, India.  
Tel. No. +91-361-2668609; Fax +91 361 2668609]
- 1.6 Last date for receipt of RFP is 1500 hours on **21st December’ 2011.**
- 1.7 Place, time and date of opening of Pre-Qualification proposals is  
Office of Director,  
Animal Husbandry & Veterinary Department,  
Chenikuthi, Guwahati-781003, Assam, India.  
**at 1600 hours on 21st December’ 2011.**
- 1.8 The office of Director, Animal Husbandry & Veterinary Guwahati, Assam shall not be responsible for non-receipt / non-delivery of the RFP documents due to any reason whatsoever. The Proposal received later than the deadline given above would be returned unopened.

## Section 2 : Instructions to Service Provider Agencies

- Definitions
- a)
  - b) “Client” means the agency with which the selected Consultant signs the Contract for the Services.
  - c) “Consultant” means any Service Provider Agency that may provide the Services to the Client under the Contract.
  - d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
  - e) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
  - f) “Day” means calendar day.
  - g) “Government” means the government of the Client’s country.
  - h) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides Short listed Consultants with all information needed to prepare their Proposals.
  - i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.
  - j) “Proposal” means the Pre-Qualification Proposal, Technical Proposal and the Financial Proposal.
  - k) “RFP” means the Request for Proposal to be prepared by the Client for the selection of Consultants, based on the SRFP.
  - l) “SRFP” means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.
  - m) “Services” means the work to be performed by the Consultant pursuant to the Contract.
  - n) “Sub-Consultant” means any person with whom or entity with which the Consultant subcontracts any part of the Services.
  - o) “Terms of Reference” (TOR) means the document included in the RFP (Section 5), which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
1. Introduction
- 1.1 The Client named in the Data Sheet will select the Consultant in accordance with the method of selection specified in the Data Sheet.
  - 1.2 The Proposal shall be submitted by the interested agencies in three-cover system for this bidding (i.e. in three separate sealed envelopes)-
    - a) Pre-Qualification Bid (EOI) in one sealed cover
    - b) Technical Bid in one sealed cover
    - c) Financial Bid in one sealed cover(All the above three envelopes shall be kept in one envelop and sealed)
  - 1.3 The proposal will be the basis for contract negotiations and ultimately for a signed contract with selected Consultant. When the assignment includes several phases, the performance of the consultant under each phase must be to the Client's satisfaction before work begins on the next phase.

- 1.4 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal. Consultants should contact the Client's representative named in the Data Sheet to arrange for their visit or to obtain additional information. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the Consultant in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.6 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

Conflict of  
Interest

- 1.7.1. Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
  - (a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.
  - (b) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.
  - (c) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.
- 1.7.2. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 1.7.3. No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or

Fraud and  
Corruption

agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

1.7.4,

- a) defines, for the purpose of this paragraph, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
  - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - (iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Borrower, designed to establish prices at artificial, noncompetitive levels;
  - (iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
- d) will declare the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract; and
- e) will have the right to require that, in contracts financed by the Bank, a provision be included requiring Consultants to permit the Bank to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and have them audited by auditors appointed by the Bank.

1.7.5 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with the above Para- 1.8 (d). Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

1.7.6 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

1.7.7 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.

Origin of Goods and Consulting Services	<p>1.8 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:</p> <ul style="list-style-type: none"> <li>(i) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country; or</li> <li>(ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any imports of goods from that country or any payments to persons or entities in that country.</li> </ul>
Only one Proposal	<p>1.7 The Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.</p>
Proposal Validity	<p>1.8 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.</p>
2. Clarification and Amendment of RFP Documents	<p>2.1. Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will post written copies of the response (including an explanation of the query but without identifying the source of inquiry) at the website of the Client <a href="http://www.arias.in">www.arias.in</a> or <a href="http://www.assamgovt.nic.in">www.assamgovt.nic.in</a> . Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Para 2.2.</p> <p>2.2. At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be posted on the website of the Client mentioned at clause 2.1 and will be binding on them. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.</p>
3. Preparation of Proposals	<p>3.1. The Proposal as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet.</p> <p>3.2. In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.</p> <p>3.3. While preparing the Technical Proposal, Consultants must give particular attention to the following:</p> <ul style="list-style-type: none"> <li>(i) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.</li> <li>(ii) It is desirable that the majorities of the key professional staff proposed be permanent employees of the firm or have an extended and stable working</li> </ul>

relationship with it.

- (iii) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in the country of the assignment.
- (iv) Alternative professional staff shall not be proposed, and only one curriculum vita (CV) may be submitted for each position.
- (v) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's national language.

Pre-Qualification  
Proposal Format

3.3.1 The conditions for Pre-Qualification for the Service Provider Agency and documents to be submitted in support must be as given below and as prescribed in the Data Sheet and attached standard forms in Section-3

Requirements	Documents to be submitted by agencies
The Service provider agency must have an annual turnover of more than IN Rs. 5,00,00,000 (IN Rs. Fifty million) for Artificial Insemination and breed improvement activities for cattle in each of the last three financial years	Copy of audited financial statement / Letter from auditors for last three financial year starting from 2007-08 onwards
The Service provider agency must have had experience of executing at least five similar assignments of total order value of INR 5,00,00,000 (INR Fifty million) in the areas of Artificial Insemination for cattle, particularly in India	Details of Engagement along with copies of Work Orders, progress report/ completion certificate from their Clients.
The Service provider agency must have been working in the field of Artificial Insemination and breed improvement activities for cattle at least for last (5) five years	Details of Engagement along with copies of Work Orders, progress report/ completion certificate from their Clients.
The Service Provider Agency must have at least five (5) full time Veterinarians, each having five (5) years experience in the areas related to Artificial Insemination and breed improvement activities for cattle	Declaration from Agency along with details of Veterinarians.

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Technical Proposal  
Format and Content

3.4. Consultants are required to submit a Full Technical Proposal (FTP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following Para from (a) to (e) using the attached Standard Forms (Section 4). A page is considered to be one printed side of A4 or letter size paper.

- (a) A brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 4. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or

through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

- (b) The comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 4).
  - (c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 4.
  - (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 4).
  - (e) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 4).
- 3.5. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.
- Financial Proposals 3.6. The Financial Proposal shall be prepared using the attached Standard Forms (Section 5). It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at headquarters), and (b) reimbursable expenses indicated in the Data Sheet. These costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- Taxes 3.7. The Consultant may be subject to local taxes (such as: value added or sales tax, service tax, income taxes, duties, fees, levies etc.) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such taxes amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 3.8. Consultants may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.
- 3.9. Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 5.
4. Submission, Receipt, and Opening of Proposals 4.1. The original proposal (Pre-Qualification Proposal, Technical Proposal and Financial Proposal; see Para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2. An authorized representative of the Consultants shall initial all pages of the original Pre-Qualification Proposal, Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Pre-Qualification Proposal, Technical

and Financial Proposals shall be marked "Original".

- 4.3. The Proposals shall be marked "Original" or "Copy" as appropriate. The Proposals shall be sent to the addresses referred to in Para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Proposals are to be made from the original. If there are discrepancies between the original and the copies of the Proposals, the original governs.
- 4.4. The original and all copies of the Pre-Qualification/EOI Proposal and Technical Proposal shall be placed in separate sealed envelope clearly marked "Pre-Qualification Proposal" "Technical Proposal". Similarly, the original and all copies of the Financial Proposal shall be placed in a sealed envelope clearly marked "Financial Proposal" and with a warning "Do Not Open With the Technical Proposal." The envelopes containing the Pre-Qualification Proposal, Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Loan, and be clearly marked "Do Not Open, Except In Presence of the Official Appointed, Before 1500 hrs IST on 30.11.2011". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 4.5. The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6. The Client shall open the Pre-Qualification Proposal immediately after the deadline for their submission. The envelopes with the Technical and Financial Proposal shall remain sealed and securely stored.

#### 5. Proposal Evaluation

- 5.1. From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Pre-Qualification Proposal and/or Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
- 5.2. Evaluators of Pre-Qualification Proposal and Technical Proposals shall have no access to the Financial Proposals until the Pre-Qualification, technical evaluation, including any Bank reviews and issuance of a "no objection" letter, is concluded.

#### Evaluation of Pre-Qualification & Technical Proposals

- 5.2.1 On the basis of information furnished in the Pre-qualification Proposal, pursuant to Clause 3.3.1, Firms will be pre-qualified. The Proposal of Firms, who do not qualify at this stage, will not be taken up for further evaluation. Proposals of only pre-qualified Firms will be taken up for further evaluation.
- 5.3. The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum qualifying technical score indicated in the Data Sheet
- 5.4. In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, the highest ranked firm is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in para. 1.2 and the Data Sheet.

Public Opening and Evaluation of Financial Proposals

- 5.5. After the technical evaluation is completed , the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 5.6. Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants and the Bank.
- 5.7. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.7, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
- 5.8. In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

6. Negotiations

- 6.1. Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract

Technical negotiations

- 6.2. Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the

Consultant.

- Financial negotiations 6.3. It is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- Availability of Professional staff/experts 6.4. Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
- Conclusion of the negotiations 6.5. Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.
7. Award of Contract 7.1. The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other agencies that they were unsuccessful and return the unopened Financial Proposals of those consultants who did not pass the technical evaluation (para. 5.3).
- 7.2. Within fifteen (15) days of the receipt of notification of award from the client, the selected agency shall have to furnish a performance security in accordance with the conditions of contract and sign the contract agreement. Failure on the part of the selected agency to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the contract award. In that event the client may award the Contract to the next lowest ranked agency whose offer is substantially responsive and is determined by the client to be qualified to perform the Contract.
- 7.3. The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
8. Confidentiality 8.1. Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Bank's antifraud and corruption policy.

**Section-2: Instructions to Consultants/ Service Providers/ Agencies:  
DATA SHEET**

<b>Clause Reference</b>	<b>Particulars</b>
1.1	Name of the Client: Sri Mukti Gogoi, ACS, Director, Animal Husbandry and Veterinary Department, Chenikuthi, Guwahati-781003, Assam, India. Tel. No. +91-361-2668609; Fax +91 361 2668609 Method of selection: Quality and Cost Based Selection [QCBS]
1.2	Pre-qualification Proposal, Technical Proposal and Financial Proposal to be submitted in three separate sealed envelope at the time of submission of RFP Name of the assignment is: “Establishment of 500 Nos. of Integrated Livestock Development Centres for providing the services of Artificial Insemination and veterinary first aid to Cattle under RKVY and NPCBB
1.3	<u>A pre-proposal conference will be held:</u> <i>No</i>
1.4	The Client will provide the inputs and facilities as mentioned in the “Terms of Reference” for the assignment.
1.14	Proposals must remain valid for 90 days after the submission date, i.e. until: 06-03-2012 by 5-00 PM (IST)
2.1	Clarifications may be requested 7 days before the submission date. The address for requesting clarifications is: Dr.Mrinmoy Kr. Das, Addl. Director (HQ) cum Nodal Officer, AACP/LDC, Dr.Nayanjit Deka,B.O. AACP/LDC Address: Directorate of Animal Husbandry and Veterinary Department ,Chenikuthi, Guwahati-781003, Assam, India. Telephone: +91-361-2668609 Fax: +91-361-2668609 E-mail: <a href="mailto:assamvety@gmail.com">assamvety@gmail.com</a>
3.1	Proposals shall be submitted in English
3.3 (i)	(i) The estimated number of professional staff-months required for the assignment is 33,300 staff-months (ii) The minimum required experience of proposed professional staff State Coordinator- 10 years Zonal Coordinator- 7 years Veterinary Doctors- 5 years Artificial Insemination worker- suitably trained (iii) Reports that are part of the assignment must be written in English.
3.3.1	The format for the Pre-Qualification Proposal to be submitted would be as per prescribed formats in Section-3 Criteria for evaluation of Pre-Qualification Proposal are that the Service Provider Agency must: <ul style="list-style-type: none"> <li>• have an annual turnover of more than INR 5,00,00,000 (INR Fifty million) for Artificial Insemination and breed improvement activities for cattle in each of the last three financial years</li> <li>• have had experience of executing at least five engagements of total order value of INR 5,00,00,00 (INR Fifty million) in the areas of Artificial Insemination for cattle in similar socio-demographic and geographical region</li> <li>• have been working in the field of Artificial Insemination and breed improvement activities for cattle at least for last five years</li> <li>• have at least five full time Veterinarians, each having five years experience in the areas related to Artificial Insemination and breed improvement activities for cattle.</li> </ul>
3.4	The format of the Technical Proposal to be submitted is: FTP and as per formats in Section-4.
3.4	Training is a specific component of this assignment: Yes. As mentioned in the “Terms of Reference” for the assignment.
3.7	Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes. The Client will reimburse the Consultant for any such taxes paid by the Consultant.

Clause Reference	Particulars																				
	Consultants are requested to consult tax consultants for guidance and indicate the estimated taxes and duties separately in the financial proposal.																				
3.8	Consultant to state all cost in the national currency: INR																				
3.10	Proposals must remain valid for 90 days.																				
4.3	Consultant must submit the original and 4 copies of the Pre-Qualification Proposal, Technical Proposal, and the original & 2 copies of the Financial Proposal.																				
4.5	The Proposal submission address is: Sri Mukti Gogoi, ACS, Director, Animal Husbandry and Veterinary Department ,Chenikuthi, Guwahati-781003, Assam, India. Tel. No. +91-361-2668609; Fax +91 361 2668609] Proposals must be submitted not later than the following date and time: 06-12-2011 by 1500 hrs (IST)																				
5.3	Criteria and point system for the evaluation of Full Technical Proposals are: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Sl. no.</th> <th style="width: 60%;">Proposal COMPONENT</th> <th style="width: 15%;">Weightage in technical score</th> <th style="width: 20%;">Minimum Qualification score</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Specific experience of the Consultants relevant to the assignment</td> <td style="text-align: center;">30</td> <td style="text-align: center;">18</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: a) Technical approach and methodology b) Work plan c) Organization and staffing</td> <td style="text-align: center;">30 20 5 5</td> <td style="text-align: center;">18</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Key professional staff qualifications and competence for the assignment a) Task Leader/ Project Coordinator b) Expert in specific field c) Support Staff</td> <td style="text-align: center;">40 20 10 10</td> <td style="text-align: center;">24</td> </tr> <tr> <td></td> <td style="text-align: center;">Total</td> <td style="text-align: center;">100</td> <td style="text-align: center;">60</td> </tr> </tbody> </table> <p style="text-align: center;">The Technical Bid Score 'St' of the agency shall be derived as under  <math>S_t = (S_{tm}/S_H)</math>, where  <math>S_t</math> is the Technical Bid Score  <math>S_{tm}</math> = Total technical bid marks of the bid under consideration  <math>S_H</math> = Highest total technical bid marks amongst all evaluated bids</p>	Sl. no.	Proposal COMPONENT	Weightage in technical score	Minimum Qualification score	1	Specific experience of the Consultants relevant to the assignment	30	18	2	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: a) Technical approach and methodology b) Work plan c) Organization and staffing	30 20 5 5	18	3	Key professional staff qualifications and competence for the assignment a) Task Leader/ Project Coordinator b) Expert in specific field c) Support Staff	40 20 10 10	24		Total	100	60
Sl. no.	Proposal COMPONENT	Weightage in technical score	Minimum Qualification score																		
1	Specific experience of the Consultants relevant to the assignment	30	18																		
2	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: a) Technical approach and methodology b) Work plan c) Organization and staffing	30 20 5 5	18																		
3	Key professional staff qualifications and competence for the assignment a) Task Leader/ Project Coordinator b) Expert in specific field c) Support Staff	40 20 10 10	24																		
	Total	100	60																		
5.6	The single currency for price conversions is: Indian Rupees. The source of official selling rates is: State Bank of India [SBI] B.C. Selling rate of Exchange. The date of exchange rates is: the last date for submission of proposals indicated in Clause 4.5 of Data Sheet.																				
5.7	The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$ , in which $S_f$ is the financial score, $F_m$ is the lowest price and $F$ the price of the proposal under consideration. The weights given to the Technical and Financial Proposals are: $T = 0.75$ ; and $F = 0.25$ The Total score of the Tenderer will be determined as under. Total Score ( $T_s$ ) = (75 x $S_t$ ) + (25 x $S_f$ )																				
6.1	Address for contract negotiations: Director, Animal Husbandry and Veterinary Department , Chenikuthi, Guwahati-781003, Assam, India.Tel. No. +91-361-2668609; Fax +91 361 2668609]																				
7.2	Expected date for commencement of services Within 30 days from the date of signing of contract agreement at Office of The Director, Animal Husbandry and Veterinary Department ,Chenikuthi, Guwahati-781003, Assam, India.																				

## Section 3: Pre-Qualification (PQ) Proposal- Standard Forms

### Form PQ 1: Pre-Qualification Bid - Agency Profile

Please provide with the following information / documents. Please note all information requested in Form PQ 1 is mandatory for Agency and each of the Consortium Members, if any

- Company Information
  - a) Name of the Agency
  - b) Address of the Agency
  
- Contact Person
  - a) Name
  - b) Designation
  - c) E-Mail id
  - d) Telephone (with STD code)
  - e) Fax No. (with STD code)
  
- Consortium Details\*\*\* (if any)
  - a) Name of the Consortium Member
  - b) Address of the Consortium Member
  
- Financial statement
  - a) Please provide with audited statement / certificate from Auditor of the Agency and all Consortium members (if any) stating the turnover of the company
  
- Registration Certificate / Certificate of Incorporation
  - a) Please provide with Registration Certificate / Certificate of Incorporation. These Certificates need to be provided for both the Agency and each of the Consortium Members

*\*\*\*wherever the Agency include Consortium Members please provide with a letter of Understanding / Association with the Prime Agency*

## Form PQ 2: Pre-Qualification Bid – Pre-Qualification criteria

Interested agencies shall provide the documents listed below for pre-qualification

Sl.	Requirements	Documents to be submitted by agencies
1	The Service provider agency must have an annual turnover of more than IN Rs. 5,00,00,000 (IN Rs. Fifty million) for Artificial Insemination and breed improvement activities for cattle in each of the last three financial years	Copy of audited financial statement / Letter from auditors for last three financial year starting from 2007-08 onwards
2	The Service provider agency must have have had experience of executing at least five similar assignments of total order value of INR 5,00,00,000 (INR Fifty million) in the areas of Artificial Insemination for cattle, particularly in India	Details of Engagement **along with copies of Work Orders, progress report/ completion certificate from their Clients. <b>Engagement details without the work order copies / letter from Client shall not be accepted</b>
3	The Service provider agency must have been working in the field of Artificial Insemination and breed improvement activities for cattle at least for last (5) five years	Details of Engagement **along with copies of Work Orders, progress report/ completion certificate from their Clients. <b>Engagement details without the work order copies / letter from Client shall not be accepted</b>
4	The Service Provider Agency must have at least five (5) full time Veterinarians, each having five (5) years experience in the areas related to Artificial Insemination and breed improvement activities for cattle	Declaration from agency along with details of Veterinarians***.

**\*\*Format for details of engagement (please note all fields are mandatory)**

S.No	
Client Name	
Engagement Title	
Engagement Start and End date	
Fee (in INR)	
Country of execution of engagement	
Detailed Description of services offered	

**\*\*\* Format for providing full time employee details**

S.No.	Name	Employee of (Firm's name)	Nature of employment (Salaried / Contractual)	Employed since	Service line with the firm	Expertise domains

## **Section 4: Technical Proposal - Standard Forms**

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 (Instruction to Consultant) of the RFP for Standard Forms required and number of pages recommended.

- TECH-1     Technical Proposal Submission Form
  
- TECH-2     Consultant's Organization and Experience
  - A     Consultant's Organization
  - B     Consultant's Experience
  
- TECH-3     Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
  - A     On the Terms of Reference
  - B     On the Counterpart Staff and Facilities
  
- TECH-4     Description of the Approach, Methodology and Work Plan for Performing the Assignment
  
- TECH-5     Team Composition and Task Assignments
  
- TECH-6     Curriculum Vitae (CV) for Proposed Professional Staff

**FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To,

The Director,  
Animal Husbandry and Veterinary Department ,  
Chenikuthi, Guwahati-781003,  
Assam, India.  
Tel. No. +91-361-2668609; Fax +91 361 2668609

Dear Sir,

.. We, the undersigned, offer to provide the consulting services for “Establishment of 500 Nos. of Integrated Livestock Development Centres for providing the services of Artificial Insemination and veterinary first aid to Cattle under Government Schemes in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.14 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_

## FORM TECH-2 : Agency's Organization and Experience

### A – Agency's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

---

### B – Agency's Experience

Relevant Services Carried Out in the Last Five Years  
That Best Illustrate Qualifications

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.]

<b>Assignment Name:</b>		<b>Country:</b>
Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Location within Country:		
Name of Client:		N <sup>o</sup> of Staff:
Address:		No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Rupees):
Name of Associated Consultants, If Any:		N <sup>o</sup> of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Agency's Name: \_\_\_\_\_

**FORM TECH-3**  
**Comments and Suggestions on the Terms of Reference and**  
**on Counterpart Staff and Facilities to be Provided by the Client**

A - On the Terms of Reference

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

On the Terms of Reference:

- 1.
- 2.
- 3.
- ...

**B - On Counterpart Staff and Facilities**

*[Comment here on facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet*

On the data, services, and facilities to be provided by the Client

- 1.
- 2.
- 3.
- ...

**FORM TECH-4**

**Description of Approach, Methodology and Work Plan for Performing the Assignment**

*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (maximum 50 pages, inclusive of charts and diagrams) divided into the following three chapters:*

Technical Approach and Methodology,  
Work Plan, and  
Organization and Staffing,

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

**FORM TECH-5 TEAM Composition and Task Assignments**

1. Key Professional Staff of the organization					
Sl No	Name	Firm	Area of Expertise	Position Assigned	Task Assigned

2. Support Professional					
Sl No	Name	Firm	Area of Expertise	Position Assigned	Task Assigned

**FORM TECH-6 FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF**

Proposed Position: *[only one candidate shall be nominated for each position]*: \_\_\_\_\_

Name of Firm: *[Insert name of firm proposing the staff]*: \_\_\_\_\_

Name of Staff: *[Insert full name]*: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies/ Associations: \_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

**Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]*

**Education:**

*[Summarize college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment. Use about one quarter of a page.]*

**Employment Record:**

*[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]*

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

**11. Detailed Tasks Assigned**

*[List all tasks to be performed under this assignment]*

**12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**

*[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]*

Name of assignment or project: \_\_\_\_\_

Year: \_\_\_\_\_

Location: \_\_\_\_\_

Client: \_\_\_\_\_

Main project features: \_\_\_\_\_

Positions held: \_\_\_\_\_

Activities performed: \_\_\_\_\_

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]*

**Languages:**

*[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]*

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_  
*[Signature of staff member and authorized representative of the firm]* Date: \_\_\_\_\_  
*Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_

## **Section 5. Financial Proposal - Standard Forms**

*[Comments in brackets [ ] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]*

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2.

FIN-1	Financial Proposal Submission Form
FIN-2	Form FIN-2 Form for Breakdown of Costs for 1 <sup>st</sup> Year
FIN-3	Form FIN-2 Form for Summary of Costs for 2 <sup>nd</sup> Year onwards. by Activity

**FORM FIN-1 Financial Proposal Submission Form**

[Location, Date]

To,

The Director,  
Animal Husbandry and Veterinary Department ,  
Chenikuthi, Guwahati-781003,  
Assam, India.  
Tel. No. +91-361-2668609; Fax +91 361 2668609]

Dear Sir,

We, the undersigned, offer to provide the consulting services for “Establishment of 500 Nos. of Integrated Livestock Development Centres for providing the services Artificial Insemination and veterinary first aid to Cattle under Government Schemes in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*]<sup>1</sup>. The amount of the local taxes, as identified/estimated is shown in the summary separately.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.14 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_

- 
- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
  - 2 If applicable, replace this paragraph with: “No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution.”



**FORM FIN-2 Form for Breakdown of Costs for 1<sup>st</sup> Year**

Cost during 1<sup>st</sup> Year

Sl no	Major Head	Costs	Taxes	Service Tax	Total
1	Total Capital Cost				
	(i)Break up of capital cost (item wise)				
	(a)				
	(b)				
	(...)				
	(II)Total Training Cost				
	Break up of training cost (item wise)				
	(a)				
	(b)				
	(..)				
2	Total Operational Cost				
	(I)Breakup of Operational Cost(item wise)				
	(a)				
	(b)				
	(...)				
	(II) total operational cost of State Office				
	Break up of operational cost (item wise)				
	(a)				
	(b)				
	(...)				
	(III) total operational cost of Zonal Office				
	Break up of operational cost (item wise)				
	(a)				
	(b)				
	(...)				
	(III) total operational cost of Vety Office				
	Break up of operational cost (item wise)				
	(a)				
	(b)				
	(..)				
	(III) total operational cost of ILDC				
	Break up of operational cost (item wise)				
	(a)				
	(b)				
	(...)				

Note: While filling up this form, the agency should consider the inputs to be provide by the client during 1<sup>st</sup> year

---

**Financial Proposal Form FIN-3: Total Cost from 2<sup>nd</sup> to 5<sup>th</sup> Year**

Price per calf born out of AI done in previous year (s)

Particulars	2 <sup>nd</sup> year	3 <sup>rd</sup> year	4 <sup>th</sup> year	5 <sup>th</sup> year	End of project
Price per calf born during 1 <sup>st</sup> year		-			
Price per calf born during 2 <sup>nd</sup> year					
Price per calf born during 3 <sup>rd</sup> year					
Price per calf born during 4 <sup>th</sup> year					
Price per calf born during 5 <sup>th</sup> year					

**Note:** The payment from 2<sup>nd</sup> year onward will be made as per the targets specified in the TOR and while quoting the price per calf borne, the agency should include all costs for achieving the specified targets including service taxes etc.

## Section 6: Terms of Reference

### 1. BACKGROUND

- 1.1. The Artificial Insemination (AI) Programme is a major thrust area of the livestock development activities of the Animal Husbandry & Veterinary Department (AHVD) of Assam. The activity is accordingly been proposed to be taken up under Government Schemes.
- 1.2. The Govt. of Assam has decided to replicate the success of other States of India, where AI activity has been outsourced. Accordingly, to implement the same, the proposal is invited from service providers having experience in establishment of integrated livestock development centers (ILDC) for Artificial Insemination services for breed improvement and veterinary first aid to the cattle.

### 2. OBJECTIVE:

- 2.1. The objective of the outsourcing for Integrated Livestock Development Centers is to carry out A.I. activities in cattle in seven selected districts of Assam;
- 2.2. The assignment is to provide breeding and management services, through establishment of 500 nos.(Five hundred) ILDC, at the doorstep of farmers in the following seven(7) districts of Assam. Each of the ILDC will be operated by trained personnel of the service provider and will cover about 8 – 10 villages(1000 breedable Cows).
- 2.3. This assignment is expected to create an appropriate economic and productive environment for the small dairy holders, who have poor access to the existing AI services.
- 2.4. This assignment is also expected to increase milk production and thereby more subsidiary income to the farmer, and also sustainability of ILDCs.
- 2.5. Effective time bound implementation of tasks under the assignment would benefit the under privileged farmers as well as enhancement of milk production in the state and create self-employment opportunities.

### 3. SCOPE:

- 3.1. The service provider shall establish 500 nos. of Integrated livestock Development Centers in the following district of Assam namely

Sl.No	Name of District	No. of ILDC	Funding Agency	Semen of recommended breed for insemination
1	Sonitputr	80	AACP	Jersey
2	Dhubri (South Salmara & Mancachar Development Block)	45	{NPCBB and RKVY}	Sahiwal
3	Goalpara	69		Sahiwal
4	Lakhimpur	100		Sahiwal
5	Dhemaji	85		Sahiwal
6	Hailakandi	45		Jersey
7	Karimganj	76		Jersey
	Total	500		

The activity may be expanded to other districts as well, depending on the success rate and also satisfactory service.

- 3.2 The Location of ILDC in 7 (seven) districts will be decided by the service provider in consultation and with the approval of the Client based on availability of breedable cattle and other facilities available therein
  - a) The location and jurisdiction of the ILDCs will be based on 1000 breedable female bovine coverage for each of the centre. However population may vary between 900-1200 breedable cattle.
  - b) Part of the Departmental buildings wherever possible would be made available to the service provider for setting up of their centers.

c) In case of non availability of such facility, the service provider will set up its own centers after conducting survey.

- 3.3 The service provider will have to perform A.I. activities as per the targets besides basic animal health services.
- 3.4 The ILDC will have to offer mobile services of Artificial Insemination at the doorstep of the farmers for production of upgraded/cross bred calves from existing non – descript indigenous cattle with the semen of quality bulls of breeds mentioned in the table above in clause 3.1.
- 3.5 The Certificate in advance (prior to commencement of AI services) from the source of origin (Frozen Semen Production Center) will have to be furnished to the Client for approval regarding pedigree of bulls including average milk yield of dams and cousins whose semen are proposed to be used. The service provider would be able to commence AI activities only after semen quality proposed to be used has been approved by the Client. This approval would have to be taken by the service provider from the Client for every consignment of semen.
- 3.6 The consumable inputs required for the services will have to be procured by the service provider at their own cost. The scale at which the equipments would be provided by the Client for setting up of ILDCs is as per the table below

Equipments	Scale
1. BA-35	1 per centre
2. BA-3	2 per centre
3. TA-55	1 per five centres
4. AI Kit	1 per centre
5. Castrator	1 per centre

3.7 The service provider would have to engage full time field functionaries as per the norms, qualification and experience laid down below, after obtaining approval of their engagement from the Client:

Sl. No.	Field Functionaries	Norms	Qualification	Experience	Remarks
1.	State Coordinator	1 per 500 ILDC	Degree in Veterinary Science from recognized University	10 year experience in the relevant field	Shall be Key Staff/ Personal
2.	Zonal Coordinator	1 for Morigaon, 1 for Lakhimpur & Dhemaji, 1 for Dhubri & Goalpara, 1 for Karimganj & Hailakandi	Degree in Veterinary Science from recognized University	7 year experience in the relevant field	Shall be Key Staff/ Personal
3.	Veterinary Doctor	1 per 10 ILDC	Degree in Veterinary Science from recognized University	5 year experience in the relevant field	Shall be Key Staff/ Personal
4.	AI worker	1 per ILDC	12 <sup>th</sup> pass from recognized Board	Suitably trained	Support Staff

3.8 The service provider will also participate and co-operate with the AHVDs programmes, scheme, exhibition, calf rally, health camp etc.

#### 4 PERIOD OF ASSIGNMENT:

- 4.1 Initially the period of assignment will be of 1 year and may be extended further, subject to satisfactory out put and availability of funds.
- 4.2 Funding for the first year for 500 centres will be provided under under NPCBB and RKVY schemes of Government. Funding for next four years for 500 ILDC centres is likely to be provided by the Government of Assam by pooling fund from various sources.

4.3 The contract agreement will be initially signed for a period of one year for 500 ILDC under NPCBB and RKVY schemes of Government.

**5 ELIGIBILITY, SELECTION & TRAINING OF PRIVATE AI WORKER AND TARGET:**

- 5.1 The service provider shall make arrangement for Training/Refresher training to the selected or already trained AI worker.
- 5.2 The selection criteria of candidate, training syllabus, hand books and training module will be finalized in consultation with the Client. Candidates having minimum qualification of 12<sup>th</sup> Standard passed shall be the basic eligibility.
- 5.3 The certificate shall be issued following the completion of intensive training and the signatory authorities of the certificate shall be the authorized officer from the Client and Service provider.
- 5.4 The stipend and training expenditure shall be incurred by the service provider.
- 5.5 The yearly target of artificial insemination and calves born per centre in project area shall be as per the table given below:

Year of operation	Expected no. of A.I.	Conception rate	Calves born	Remarks
Ist Year	300	30%	22	Last quarter of year
2 <sup>nd</sup> year	300	30%	89	67(calves of 225 of previous year and 22 nos. of last quarter
3 <sup>rd</sup> year	300+11=311	30%	92	89+3
4 <sup>th</sup> year	300+45=345	30%	102	89+13
5 <sup>th</sup> Year	311+46=357	30%	106	92+14

- 5.6 Work progress of each ILDC shall be assessed quarterly. The count for the targets of the improved calves for the first year shall be commenced from the 10<sup>th</sup> month from the start of an ILDC centre and for the subsequent years, it will be twelve months.
- 5.7 The Verification of calves born shall be done on quarterly basis. Random checking of certified calves shall be done by the designated officials of the Client.

**6 FACILITIES TO BE PROVIDED BY THE EMPLOYER:**

- 6.1 Technical know how will be provided as well as exchange of views with the service provider.
- 6.2 Data required for establishment of ILDC will be provided.
- 6.3 Infrastructure for training will be provided.
- 6.4 The AI equipments mentioned at clause 3.6 above will be provided.
- 6.5 The service provider will be provided with the list of villages along with available breedable cattle. Based on the list, the service provider may form a cluster of villages for setting of the ILDC's.
- 6.6 The Client will not undertake the A.I. activity in the selected areas for establishment of ILDC by service provider.

**7 MONITORING OF PROGRESS AND REVIEW**

- 7.1 Monitoring and review of ILDC shall be at three different levels, viz. Village/ ILDC level, District level and State level. At the Village/ ILDC level, it should be daily, weekly and monthly by the service provider and the Veterinary Assistant Surgeon (VAS) of the Client. At district level, it should be monthly, quarterly and annually by the District Coordination Committee. At State level, it should be quarterly and annually by the State Coordination Committee. Progress reports shall be in two different formats (to be developed by the Client), one for monthly physical progress and second for half yearly report related to financial expenditure based on physical progress and calf verification.
- 7.2 Calf certification certificate will have to be given by AI worker engaged by the service provider with the counter signature of Veterinary Assistant Surgeon of the Client Department along with joint photograph of Owner, Cow & Tagged-Calf followed by recommendation of district co-ordination committee in the prescribed format.

7.3 Details terms and conditions for progress reports, formation of co-ordination committee at three different levels would be fixed following joint sitting of the Client and the service provider.

<b>Format for Calf Borne certification</b>					
<b>A certificate to be issued by the owner regarding calf born through AI</b>					
<b>Name of owner</b>	<b>Address</b>	<b>Tag Mark of the Calf</b>	<b>Joint Photograph of owner, calf and the cow</b>	<b>Bull No. of FS straw</b>	<b>Signature of cow owner</b>
Signatures:					
<b>AI worker</b>	<b>Client's Veterinary Assistant Surgeon</b>	<b>Chairman, District co-ordination Committee</b>			
<b>N.B. Calf should not be older than 7 days at the time of photograph</b>					

**8 PAYMENTS FOR SERVICES**

8.1. The payment for services would be made based on the cost agreed upon by the Client after negotiation with the selected service provider. The payment from second year onward would be based on the targets given above in clause 5.5 concerning calves born. Funds will be released subject to the following conditions:-

- (i) Submission of calf verification certificate.
- (ii) Submission of recommendation made by District Co-ordination Committee
- (iii) Submission of utilization certificate of first year.

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# **STANDARD FORM OF CONTRACT**

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**CONTRACT FOR CONSULTANTS' SERVICES**

**between**

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**[name of the Client]**

**and**

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**[name of the Agency]**

**Dated:** \_\_\_\_\_

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## I. Form of Contract

(Text in brackets [ ] is optional; all notes should be deleted in final text)

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, [name of client] (hereinafter called the "Client") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Client") and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the "Consultant").]

### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) The Government of Assam received an assistance under RKVY and NPCBB from GOI and intends to apply a portion of this assistance to eligible payments under this proposed assignment for establishment of 500 Integrated Livestock Development Centers(ILDC) and also for providing veterinary first aid to the cattle. That such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the credit, and (iii) that no party other than the Client shall derive any rights from the agreement providing for the credit or have any claim to the credit proceeds;
- (d) The Client will make eligible payments under this Contract for 500 (five hundred) ILDCs of the fund received under the Government schemes.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices: [Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix]
    - Appendix A: Description of Services (
    - Appendix B: Reporting Requirements
    - Appendix C: Key Personnel and Sub-Consultants
    - Appendix D: Breakdown of Contract Price – based on negotiation and linked to the information provided by the agency in their financial proposals
    - Appendix E: Services and Facilities Provided by the Client
    - Appendix F: Form of Advance Payment Guarantee
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
  - (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

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For and on behalf of *[name of Client]*

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*[Authorized Representative]*

For and on behalf of *[name of Consultant]*

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*[Authorized Representative]*

*[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Consultant

*[name of member]*

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*[Authorized Representative]*

*[name of member]*

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*[Authorized Representative]*

## II. General Conditions of Contract

### 1. GENERAL PROVISIONS

- 1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government of India, as they may be issued and in force from time to time.
  - (b) “Consultant” means any private or public entity that will provide the Services to the Client the Contract.
  - (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
  - (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
  - (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
  - (g) “GC” means these General Conditions of Contract.
  - (h) “Government” means the Government of the Client’s country.
  - (i) “Key Staff/ Personal” means the Key Staff/ Personal as indicated in the TOR for the assignment.
  - (j) “Local Currency” means the currency of the Client’s country.
  - (k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
  - (l) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
  - (m) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
  - (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
  - (o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
  - (p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
  - (q) “In writing” means communicated in written form with proof of receipt.
- 1.2 Law Governing Contract This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 1.3 Language This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices
- 1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
- 1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- 1.5 Location The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the

		Government's country or elsewhere, as the Client may approve.
1.6	Authority of Member in Charge	In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
1.7	Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.
1.8	Taxes and Duties	The Consultant, Sub-Consultants, and their Personnel shall pay all taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.
1.9	Fraud and Corruption	
1.9.1	Definitions	It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as Consultants under Bank-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Bank: <ul style="list-style-type: none"> <li>(a) defines, for the purpose of this provision, the terms set forth below as follows: <ul style="list-style-type: none"> <li>(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or in contract execution;</li> <li>(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;</li> <li>(iii) "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Borrower, designed to establish prices at artificial, noncompetitive levels;</li> <li>(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;</li> </ul> </li> </ul>
1.9.2	Measures to be taken	<ul style="list-style-type: none"> <li>(b) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;</li> <li>(c) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract;</li> </ul>
1.9.3	Commissions and Fees	(d) will require the successful Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

## 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1	Performance Security and Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both Parties, pursuant to submission of performance security, as provided in SCC, by the selected agency for 5% of the cost finalized for the 1 <sup>st</sup> year (to protect the client against <i>any</i> financial loss in the event of default of the selected agency under the
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		Contract). The date the Contract comes into effect is defined as the Effective Date.
2.2	Commencement of Services	The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
2.3	Expiration of Contract	Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
2.4	Modifications or Variations	Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
2.5	Force Majeure	
	2.5.1 Definition	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
	2.5.2 No Breach of Contract	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
	2.5.3 Extension of Time	Any period within which a Party shall, pursuant to this Contract, 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 as a result of Force Majeure.
	2.5.4 Payments	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, 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 Service after the end of such period.
2.6	Termination	
	2.6.1 By the Client	<p>The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).</p> <p>(a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.</p> <p>(b) If the Consultant becomes insolvent or bankrupt.</p> <p>(c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>(d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>(f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>In the event of termination of the contract due to occurrence of any one of the events specified in the paragraphs (a) through (f) of this Clause, the performance</p>

- security submitted by the agency may be forfeited to the Government by the client.
- 2.6.2 By the Consultant The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:
- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
  - (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
  - (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- 2.6.3 Payment upon Termination Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:
- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
  - (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

### 3. OBLIGATIONS OF THE CONSULTANT

#### 3.1 General

- 3.1.1 Standard of Performance The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties.

#### 3.2 Conflict of Interests

The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

#### 3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

#### 3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

#### 3.2.3 Prohibition of Conflicting

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in

Activities	any business or professional activities which would conflict with the activities assigned to them under this Contract.
3.3 Confidentiality	Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
3.4 Insurance to be Taken Out by the Consultant	The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
3.5 Consultant's Actions Requiring Client's Prior Approval	The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions: <ul style="list-style-type: none"> <li>(a) Entering into a subcontract for the performance of any part of the Services,</li> <li>(b) Appointing such members of the Personnel not listed by name in Appendix C, and also for replacing any key Staff/ Personal indicated in the TOR/ Description of Services.</li> <li>(c) Any other action that may be specified in the SC.</li> </ul>
3.6 Reporting Obligations	(a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
3.7 Documents Prepared by the Consultant to be the Property of the Client	(a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
3.8 Accounting, Inspection and Auditing	The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative and/or the Bank, and up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client or the Bank, if so required by the Client or the Bank as the case may be.
<b>4. CONSULTANT'S PERSONNEL</b>	
4.1 Description of Personnel	The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.
4.2 Removal and/or Replacement of Personnel	(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall

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provide as a replacement a person of equivalent or better qualifications.

- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 5. OBLIGATIONS OF THE CLIENT

- 5.1 Assistance and Exemptions The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance as indicated in the TOR/ Description of services.
- 5.2 Change in the Applicable Law Related to Taxes and Duties If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities The Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

## 6. PAYMENTS TO THE CONSULTANT

- 6.1 Payment The total payment due to the Consultant shall not exceed the Contract Price, which shall be inclusive of all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price The price payable is set forth in the SC.
- 6.3 Payment for Additional Services For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendix- D.
- 6.4 Terms and Conditions of Payment Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the agency of an advance payment bank guarantee for the same amount (From any Nationalized commercial or scheduled commercial bank from India) , and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.
- 6.5 Interest on Delayed Payments If the Client has delayed payments beyond **sixty (60) days** after the due date stated in the Clause SC 6.4, interest shall be paid to the agency for each day of delay at the rate stated in the SC.

## 7. GOOD FAITH

- 7.1 Good Faith The Parties undertake to act in good faith with respect to each other's rights under this

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Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Resolution Any dispute between the Parties as to matters arising pursuant to this Contract 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 provisions specified in the SC.

### III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.3	The language is English
1.4	The addresses are: Client: Director, Animal Husbandry and Veterinary Department, Chenikuthi, Guwahati-781003, Assam, India Attention: <u>Shri Mukti Gogoi, ACS or whoever is the Director, Animal Husbandry and Veterinary Department</u> Phone/Fax : 0361 – 2666739/2668609 E-mail: <u>assamvety@gmail.com</u>  Consultant: Attention: Facsimile: E-mail: <u>(To be filled up at the time of signing of agreement)</u>
{1.6}	{The Member in Charge is <i>[insert name of member]</i> } <i>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</i>
1.7	The Authorized Representatives are: For the Client: <u>(To be given in the final contract agreement)</u> For the Consultant:
1.8	The Client will treat all taxes and duties under the assignment as per applicable laws in the India and also laws of the State of Assam.
2.1	a) Within fifteen (15) days of the receipt of notification of award from the client, the selected agency shall have to furnish a performance security in accordance with the conditions of contract and sign the contract agreement. Failure on the part of the selected agency to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the contract award. In that event the client may award the Contract to the next lowest ranked agency whose offer is substantially responsive and is determined by the client to be qualified to perform the Contract. b) Upon successful completion of the assignment the performance security will be released by the client, and upon return of the goods provided by the client or procured by the agency out of the fund made available by the client
2.2	The date for the commencement of Services is <i>[insert date]</i> . [The date will be finalized during negotiations, which however shall not be beyond 60 days from the date of signing contract agreement).
2.3	The time period shall be <i>[as indicated in the TOR/ Description of Services. Initially for one year but likely to be extended for another 4 years]</i>
3.4	The risks and the coverage shall be as follows: (a) First Party motor vehicle liability insurance in respect of all motor vehicles operated by the Consultant or its Personnel or any Sub-Consultants or their Personnel related to the assignment under the contract ; (b) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (c) insurance against loss of or damage to equipment purchased in whole or in part with funds provided under this Contract (100% of the value of the equipments).
3.5 (c)	As indicated in the TOR/ Description of Services
6.2	The amount and currency is <i>[insert amount]</i> . (to be finalized after negotiations)
6.4	<b>Payment Details</b> The account No. is ..... in the ..... Bank, ..... Branch..... (Code.....): <b>Payments shall be made by the client according to the following schedule:</b>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p><b>(A) Payments during the First Year:-</b></p> <p>i) Within 45 days from the date of execution of the contract agreement, the client will make advance payment to the selected agency, for the 90% of the 1st year's capital cost, on submission of relevant supporting proforma-invoices and also collateral Bank Guarantee from Nationalized or scheduled commercial Bank for the equivalent amount. (The Bank Guarantee format is provided in the RFP document)</p> <p>ii) The Bank Guarantee amount could be reduced to the extent of the amount for which final-invoices for procurement is submitted. The balance 10% will paid by the client following the performance report or test report/ proof of supply of the equipments etc. The client would release the Bank guarantee after acceptance of the performance report or test report/ proof of supply of the equipments etc.</p> <p>iii) On submission of proof of operationalization of ILDCs and on submission of demand by the consultant, within 45 days the client will make advance payment to the selected agency for 50% of the 1st year's operational cost, subject to submission of collateral Bank Guarantee from Nationalized or scheduled commercial Bank for the equivalent amount. (The Bank Guarantee format is provided in the RFP document). Balance 50% will be paid upon submission utilization certificate for 70% of the amount as released as advance. The Bank Guarantee for the operational costs would be released at the end of the year subject to acceptance of the performance report of the agency.</p> <p>iv) The client will make advance payment to the selected agency for 70% of the 1st year's total training cost. Balance 30% will be paid on completion of the training program.</p> <p><b>(B) Payment from 2<sup>nd</sup> year onwards:</b></p> <p>i) The operating cost per centre for the 2<sup>nd</sup> year would be paid as follows:</p> <p>(a) at the beginning of second year, @ of the agreed amount per calf born, proportionate to the number of calves -born achieved out of the pooled targets of 22 calves born per centre, against AI done in the 1<sup>st</sup> year and considering the district as a unit.</p> <p>(b) on completion of six (6) months, @ of the agreed amount per calf born, proportionate to the number of calves -born achieved out of the pooled targets of 50% of 89 calves born per centre against AI done and considering the district as a unit.</p> <p>(c) at the end of the year, @ of the agreed amount per calf born, proportionate to the number of calves -born achieved out of the pooled targets of balance 50% of 89 calves born per centre against AI done and considering the district as a unit.</p>
	<p>ii) The operating cost per centre for the 3<sup>rd</sup> year would be paid as follows:</p> <p>(a) on completion of six (6) months, @ of the agreed amount per calf born, proportionate to the number of calves -born achieved out of the pooled targets of 50% of 92 calves born per centre against AI done and considering the district as a unit.</p> <p>(b) at the end of the year, @ of the agreed amount per calf born, proportionate to the number of calves -born achieved out of the pooled targets of balance 50% of 92 calves born per centre against AI done and considering the district as a unit</p> <p>iii) The operating cost per centre for the 4<sup>th</sup> year would be paid as follows:</p> <p>(a) on completion of six (6) months, @ of the agreed amount per calf born, proportionate to the number of calves -born achieved out of the pooled targets of 50% of 102 calves born per centre against AI done and considering the district as a unit.</p> <p>(b) at the end of the year, @ of the agreed amount per calf born, proportionate to the number of calves -born achieved out of the pooled targets of balance 50% of 102 calves born per centre against AI done and considering the district as a unit</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract																																										
	<p>iv) The operating cost per centre for the 5<sup>th</sup> year would be paid as follows:</p> <p>(a) on completion of six (6) months, @ of the agreed amount per calf born, proportionate to the number of calves -born achieved out of the pooled targets of 50% of 106 calves born per centre against AI done and considering the district as a unit.</p> <p>(b) at the end of the year, @ of the agreed amount per calf born, proportionate to the number of calves - born achieved out of the pooled targets of balance 50% of 106 calves born per centre against AI done and considering the district as a unit</p> <p>vi) Payment shall however be made by the client based on the Calf verification certificate, in the format given below, is to be given by the Artificial Insemination worker to be counter signed by clients' Veterinary Assistant Surgeon along with photographs of Owner, Cow &amp; Tagged-Calf followed by recommendation of district co-ordination committee</p> <table border="1" data-bbox="320 768 1347 1200"> <thead> <tr> <th colspan="6" data-bbox="320 768 1347 801"><b>Format for Calf Borne certification</b></th> </tr> <tr> <th colspan="6" data-bbox="320 801 1347 835">A certificate to be issued by the owner regarding calf born through AI</th> </tr> <tr> <th data-bbox="320 835 448 936">Name of owner</th> <th data-bbox="448 835 576 936">Address</th> <th data-bbox="576 835 831 936">Tag Mark of the Calf</th> <th data-bbox="831 835 1086 936">Joint Photograph of owner, calf and the cow</th> <th data-bbox="1086 835 1214 936">Bull No. of FS straw</th> <th data-bbox="1214 835 1347 936">Signature of cow owner</th> </tr> </thead> <tbody> <tr> <td data-bbox="320 936 448 1003"></td> <td data-bbox="448 936 576 1003"></td> <td data-bbox="576 936 831 1003"></td> <td data-bbox="831 936 1086 1003"></td> <td data-bbox="1086 936 1214 1003"></td> <td data-bbox="1214 936 1347 1003"></td> </tr> <tr> <td colspan="6" data-bbox="320 1003 1347 1099">Signatures:</td> </tr> <tr> <td colspan="2" data-bbox="320 1099 703 1167">AI worker</td> <td colspan="2" data-bbox="703 1099 959 1167">Client's Veterinary Assistant Surgeon</td> <td colspan="2" data-bbox="959 1099 1347 1167">Chairman, District co-ordination Committee</td> </tr> <tr> <td colspan="6" data-bbox="320 1167 1347 1200">N.B. Calf should not be older than 7 days at the time of photograph</td> </tr> </tbody> </table> <p>Client shall make payments within 60 (sixty) days from the date of receipt of above document by the agency.</p>	<b>Format for Calf Borne certification</b>						A certificate to be issued by the owner regarding calf born through AI						Name of owner	Address	Tag Mark of the Calf	Joint Photograph of owner, calf and the cow	Bull No. of FS straw	Signature of cow owner							Signatures:						AI worker		Client's Veterinary Assistant Surgeon		Chairman, District co-ordination Committee		N.B. Calf should not be older than 7 days at the time of photograph					
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6.5	The interest rate is: <b>14%</b>																																										
8.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. In case of Dispute or difference arising between the client and the agency relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act of India, 1996.</p> <p>2. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a <b>technical matter</b>, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the <b>Assam Veterinary Council, Guwahati</b> for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <b>Assam Veterinary Council, Guwahati</b> would again be requested to appoint a sole arbitrator, by the either Party, for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the selected agency shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, for the third arbitrator the <b>Bar Association of Hon'ble Gauhati High Court</b> would be requested by either Party, for appointment of the third arbitrator.</p>																																										

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(c) If, in a dispute subject to Clause SC 8.2 2.(b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <b>Bar Association of Hon'ble Gauhati High Court</b> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p>2. <u>Rules of Procedure.</u> Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration as detailed in the Arbitration and Conciliation Act of India, 1996 and as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <b>Guwahati, Assam , India;</b></p> <p>(b) only the <b>English</b> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding, unless either of the party opts to challenge the verdict of the arbitral tribunal in a court of law, as per provisions of the Arbitration and Conciliation Act of India, 1996 .</p>

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## IV. Appendices

### **APPENDIX A – DESCRIPTION OF SERVICES**

*Note: Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc. The details would be finalized on negotiation with the selected agency concerned based on RFP document.*

### **APPENDIX B - REPORTING REQUIREMENTS**

*Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. The details would be finalized on negotiation with the selected agency concerned based on RFP document*

### **APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS**

*Note: List under:*

- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of the Key Personnel to be assigned to work, and estimated staff-months for each.*
- C-2 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 or C-2.*

### **APPENDIX D - BREAKDOWN OF CONTRACT PRICE**

*Note: List here the elements of cost used to arrive at the breakdown of the price.*

*This appendix will also be used for determining remuneration for additional services, if required.*

### **APPENDIX E - SERVICES AND FACILITIES PROVIDED BY THE CLIENT**

*Note: List here the services and facilities to be made available to the Consultant by the Client based on the TOR and Minutes of the Pre-Award Negotiations*

### **APPENDIX F - FORM OF ADVANCE PAYMENTS GUARANTEE**

*Note: See Clause GC 6.4 and Clause SC 6.4.*

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## Bank Guarantee for Advance Payment

\_\_\_\_\_ *[Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: \_\_\_\_\_ *[Name and Address of Client]*

Date: \_\_\_\_\_

ADVANCE PAYMENT GUARANTEE No.: \_\_\_\_\_

We have been informed that *[name of Consulting Firm]* (hereinafter called "the Consultants") has entered into Contract No. *[reference number of the contract]* dated *[insert date]* with you, for the provision of *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in figures]* (*[amount in words]*) is to be made against an advance payment guarantee.

At the request of the Consultants, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*)<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number \_\_\_\_\_ at *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the \_\_\_ day of \_\_\_\_\_, 2\_\_\_, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

The Guarantor agrees to grant extensions of this guarantee for a period not to exceed four years, in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
*[signature(s)]*

*Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*

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<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.