# Rate Contract

Phone Nos.2570121, 2570123, 2570124 Tel. Fax No.0172-2570122

REGD. From:

The Director General, Supplies & Disposals, Haryana, SCO. No.09 (1st & 2nd Floor), Sector-16, PANCHKULA. E-mail:- supplies@hry.nic.in

To

M/s Bavya Health Services Pvt. Ltd., # 503, 40-26-41/1, Sai Balaram residency, Sriram Nagar, Krishna, VIJAYAWADA, Andhra Pradesh-520010 E-Mail: kodalisolutions@gmail.com

Memo. No. 48/HR/RC/G-2/2023-24/ Dated Panchkula, the:-

Subject:-

Two Year Rate Contracts for Hiring Services for Establishment of Operations Management of 1962/112 Call Center for Animals in Distress and On Call 24x7 Emergency Mobile Veterinary Services (MVS) for a period of two years (Extendable by 1 more year) Required by Haryana Livestock Development Board (Sr.No.16).

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With reference to your Tender No. & dated and this office acceptance letter No & Dated and your letter No. given in Schedule "A", on the subject noted above, I have to inform you that your offer has been accepted for the supply of stores to the terms & conditions given in the Schedule "A" and "B".

- 2. I enclosed herewith an agreement form in duplicate and request that the agreement may be executed on a non-judicial stamp paper of Rs.15/- signed and return to this office within 10 days from the date of issue of this Rate Contract. One copy of the agreement will be sent to you duly executed on behalf of Governor of Haryana for your record. You may kindly send power of attorney in favour of the person/persons who is/ are authorized to sign the agreement together with/their specimen signature duly attested by a Magistrate or Oath Commissioner or Resolution of the firm authorizing the persons to sign the documents on behalf of the firm.
- 3. The Contract shall come into force from the date of its issue and shall remain operative <u>upto 26.12.2025.</u> Government reserves the right to bring any Page 1 of 27

other party on the rate contract at any subsequent stage during the pendency of this rate contract.

- 4. The services must confirms to the approved specification/terms & conditions as given in Schedule "A" attached, failing which the same shall be rejected at your risk and cost.
- 5. The project is to be implemented as per the terms and conditions of DNIT. The firm has to strictly adhere to all the terms & conditions of DNIT.
- 6. The project must be started within the stipulated delivery period failing which the risk purchase will be affected against you and the excess cost thus incurred will be recovered from you. Delayed started services shall be accepted under penalty clause of the Schedule "B" unless the delivery period is extended by the competent authority.
- 7. The Director, Supplies & Disposals, Haryana reserves to himself the right to obtain contracted services when available from any Govt. Deptt./ approved source without prejudice to this contract.
- 8. Failure to execute agreement/ effect supplies within the stipulated period, repeatedly offering supplies liable to rejection or without prior inspection may render your earnest money/security liable to forfeiture, debarring your firm in addition to other remedies as available under the terms of the contracts.
- All cases, where payments are not made within time, should be referred to this office for taking necessary action against the defaulters.
- 10. Your attention is particularly invited to the provision of Schedule "B" regarding the compliance with requisitions, preparation and submission of bills and quarterly submission of statement of services.
- 11. PRICE FALL CLAUSE:- The price charged for the project/services shall not exceed in any way the lowest price at which you quote/project of identical description of services to GeM portal/State Govt./Central Govt./Institutions/undertaking/any other person during the delivery period/currency period of the rate contracts. If at any time during the delivery/currency period, you reduce the rate, sale price of quoted services to any person at the price lower than the price chargeable under this work order/contract, you are required to inform this office and price payable under the work order/contract for the services supplied after the date of coming into force of such reduction of rates shall stand correspondingly reduced to Page 2 of 27

that level. You shall promptly notify the reduction of rates to this office as well as to concerned Indenting Officers/ Consignees. You shall also give a certificate on your bills that the rates charged by you are not in any way higher to these quoted to the GeM portal and other State Govt. Central Govt. Institutions etc. during the corresponding period. The Indenting Officer shall be required to ensure that requisite certificate is given by the concerned firm on the bills before releasing their payments.

12. All disputes will be settled only within the jurisdiction of Head Quarters of the Directorate of Supplies & Disposals, Haryana, Panchkula.

Please acknowledge the receipt of this letter.

Deputy Director Supplies & Disposals Department, For & on behalf of Governor of Haryana

Endst. No. 48/HR/RC/G-2/2023-24/

Dated:

A copy of Schedule 'A' showing the prices accepted along with conditions of services i.e. conditions of contract applicable is forwarded to Managing Director, Haryana Livestock Development Board, Pashudhan Bhawan, Bays No.9-12, Sector-2, Panchkula Email:- <a href="https://hldb-hry@nic.in">hldb-hry@nic.in</a>.

- 1. They may indent for the requirement of the services/goods included in the Schedule "A" attached direct on the approved contractor under intimation to this office.
- 2. The security deposited by the firms would be released after two months of the termination of the contract and he is therefore, requested to send the complaints, if any, against the contractors to this office within this limit for settlement, failing which no complaint or claim will be entertained.
- 3. Please report all cases in which contractor fails to effect supply within the delivery period stipulated in the Schedule "A" after the expiry of stipulated delivery period to this office for effecting purchase at the risk and cost of the contractors failing which all responsibility will rest with Indenting Officers/Consignees for not effecting risk purchase within prescribed period.

Deputy Director For Director General, Supplies & Disposals Haryana Endst. No. 48/HR/RC/G-2/2023-24/

Dated:

A copy is forwarded to the Excise & Taxation Commissioner, Vijayawada, Andhra Pradesh-520010 for information and necessary action:-

He is requested to ensure that the GST is paid by the firm to Govt. against this rate contract.

Deputy Director For Director General, Supplies & Disposals Haryana

Endst. No. 48/HR/RC/G-2/2023-24/ 20032

Dated: 11/01/2014

A copy is forwarded to the following for information and action:-

- 1. The Accountant General (Audit), Haryana, Sector-33, Chandigarh.
- 2. The Controller of Stores, Punjab, Chandigarh.
- 3. The Controller of Stores, Himachal Pradesh Nigam Vihar, Shimla.
- 4. The Controller of Stores/Director of Industries and Commerce, J&K, Shrinagar.
- 5. St. Section.
- 6. Programmer, O/o DGS&D, Haryana.
- 7. Departmental Processing Charges branch O/o DGS&D, Haryana.

Deputy Director

For Director General, Supplies & Disposals Haryana

# SCHEDULE -"A"

Accepted rates of M/s Bavya Health Services Pvt. Ltd., # 503, 40-26-41/1, Sai balaram residency SRIRAM Nagar, Krishna, VIJAYAWADA, Andhra Pradesh-520010 E-Mail: kodalisolutions@gmail.com

Offer No.NIL dated 03.08.2023, your letter No. NIL dated 29.11.2023, this office acceptance letter No.19091 dated 14.12.2023 and your letter no. Nil dated 21.12.2023 & 02.01.2024.

Sr. No.	Description of Services	Total allocated Quantity of Project	Gross Rates / expenses per month per MVU inclusive everything i.e. GST/Service Charges/ levies etc. as well as include all components use in the Section A and Section B.
1.	Hiring Services for Establishment of Operations Management of 1962/112 Call Center for Animals in Distress and On Call 24x7 Emergency Mobile Veterinary Services (MVS) for the period of two years (Extendable by 1 more year).  (Instructions to the Bidders), Annexure-I, and other terms & conditions of the DNIT document.	Section A - To establish and operate 05 seater call center for 1962 services.  Section B - To operate and manage 50% work of 70 MVU of the DNIT and separate Jurisdictions of 11 District.	Rs.1,55,000/-
	TOTAL FINANCIAL COST SERVICE PROVIDER FOR DISTRICTS & 5-SEATER CA	R 35 MVUs IN 11	Rs.6,51,00,000/- (SIX CRORE, FIFTY ONE LAKH RUPEES ONLY)

The service provider shall be bound by all terms, conditions, and specifications as detailed in the DNIT of Tender document and acceptance letter dated 14.12.2023.

(THE DETAILED TERMS & CONDITIONS GIVEN IN ANNEXURE-I)

Deputy Director Supplies & Disposals Department, For & on behalf of Governor of Haryana

Page 5 of 27

### THE TERMS & CONDITIONS ARE AS UNDER:-

- The project is to be implemented as per the terms and conditions of DNIT. The firm has to strictly adhere to all the terms & conditions of DNIT.
- F.O.R.:- The above rates are F.O.R. destination basis in the State of Haryana and shall include everything/ all expenses as well as including all components use in the Section A and Section B.
- 3. GST: Inclusive as above.

#### 4. WORK PLAN ALLOCATION: -

The 50% work plan allocation and distribution of 11 districts to each firm would be made by the Intending Board (HLDB) in the work order. The number of MVUs allocated to each district and their base location for parking are to be provided by the Indenting Board (HLDB) in the work order.

The contract for the Operations & Maintenance of 70 (seventy) Mobile Veterinary Units (MVUs) and 10-seater Call Center be allocated equally between the two service providers namely M/s. Dhanush Healthcare Systems Pvt. Ltd., Hyderabad and M/s. Bavya Health Services Pvt. Ltd., Vijayawada.

Accordingly, each of the service providers is allocated 35 MVUs each to be operated in 11 of 22 districts in the state of Haryana. The operations and management of 10-seater Call Center will also be split between the two service providers, 5-seater each catering to the calls from the 11 districts assigned to the respective service provider.

The assignment of districts and MVUs may subject to be changed at the discretion of the Department of Animal Husbandry & Dairying (AH&D)/ Haryana Livestock Development Board (HLDB) based on the animal population, farmers/livestock owner's needs, and feedback.

The performance of the service provider will be monitored and will be factored into the future decision-making by the Department of AH&D/ HLDB.

# 5. JOB SPECIFICATIONS

The Department of AH&D/HLDB is responsible for the procurement of vehicles and their custom fabrication, necessary infrastructure for establishment and Operation of call center including electrical/telecommunication cabling and other basic amenities, and the Service Provider is responsible for Operations & Management of 5-seater Call Center and 35 (thirty-five only) Mobile Veterinary Vehicles (MVUs) in 11 districts for the entire period with the following requirements:

- The number of MVUs allocated to each district and their base location for parking are to be provided by the Indenting Department respectively.
- Procurement and necessary customization/modifications of 35 MVUs shall be the responsibility of the department. Vehicle details (including Chassis No., VIN, and Registration

- Tags) will provided by the Department/HLDB separately. Comprehensive Insurance and AMC (parts, consumables, labor, etc.) for each vehicle will be borne by the Service Provider.
- iii. The number of vehicles assigned to the service provider and districts allocated may be changed at any time, with prior notification to the service provider, at the discretion of the competent authority and/or designee.
- iv. The establishment of Call Center at Hisar with adequate space with basic amenities and other general facilities would be provided by the department (HLDB) as per DNIT.
- v. Departmentof AH&D/HLDB shall provide necessary medical equipment, medicines, vaccinations, and consumables to be placed in the MVUs.
- vi. Induction training of Veterinarian, Para-veterinarian, Driver-cum-Assistant, Call Center Executives, and any other essential staff and their annual refresher trainings would be the responsibility of the Service Provider.
- vii. Pre-operational expenses related to travel and survey work for identifying suitable base location for safe parking of MVUs in allocated districts and setting up of the Call Center facilities at Hisarwill be borne by the Service Provider.
- viii. 1962 program launch expenses shall be the responsibility of the Department/HLDB.

### 5.1 Call Center

- 5.1.1 The call center will serve as the nerve center of the 1962 project to extend high quality, timely, and reliable service to the farmers and livestock. It will operate on a 24 x 7 basis, seven days a week, to ensure that the needs of livestock are met at all times.
- 5.1.2 The Service Provider is expected to maintain the call center with strength of 5 seats, with the potential to expand as required. This center will be staffed by a team of professionals, including Call Center Executives, a Team Leader-cum-Trainer, IT Helpdesk, a Call Center Manager, and a Veterinarian for animal health requirements.
- 5.1.3 The Service Provider is expected to equip the Call Center with all the necessary IT equipment and other necessary hardware, software, etc. necessary to run the Center efficiently.
- 5.1.4 There will also be a Grievance Cell Executive to address any grievances that may arise.
- 5.1.5 In the event that a veterinary advice is needed, the Call Center Executive will direct the call to the Veterinary Surgeon present in the 1962 Call Center. The VS will be available 24 x 7 to provide veterinary medical advice and support to farmers and livestock owners.
- 5.1.6 The Mobile Application (Mobile APP) will be developed to track the dispatches and provide real-time updates to the command center, and respective dashboards.
- 5.1.7 The Call Center Executive is expected to attend calls received from farmers/livestock owners, record the needs of the animals, and direct the calls to Veterinarian present in the Call Center where necessary.
- 5.1.8 The Call Center will control the dispatch of MVUs and coordinate/monitor the deployment of MVUs online through GPS.

- 5.1.9 The Call Center Executive is also expected to obtain feedback from the farmers/livestock owners and record the feedback.
- 5.1.10 The Call Center shall provide required reports on the performance as required by the Department of AH&D/HLDB.

# 5.1.11 Qualifications of Call Center Staff:

**Veterinary Surgeon:** 

Qualifications: Bachelor's degree in Veterinary Science and Animal Husbandry (BVSc& AH) from a University included in the First or Second schedule to the Indian Veterinary Council (IVC) Act 1984 registered with Veterinary Council of India (VCI) or Haryana State Veterinary Council (HVC).

<u>Duties:</u> The Veterinarian placed in the Call Center shall provide veterinary advice and support to farmers and livestock owners. The veterinarian shall direct the MVUs to reach the livestock in case of emergency or any exigent animal health requirements. The Veterinarian shall also propagate governmental programs to the farmers/livestock owners. The Veterinarian shall be proficient in animal health coverage, infertility management, maintenance of animal health, administration/supervision of vaccinations, maintenance of breeding programs, disease control/containment/management, community development through livestock rearing, fodder development, veterinary aid during natural calamities or pandemics, and any other work as decided by Department of AH&D/HLDB. The veterinarian must be fluent in Hindi and acquainted with local dialects.

The area-specific veterinarian having the above mentioned qualifications will be given preference during the selection by the service provider. The second preference will be given to a resident of an adjoining region and so on.

### Call Center Executive:

<u>Qualifications:</u> Graduate in any discipline from a recognized central or state educational board. Preference should be given to a graduate in Agriculture or Biology and must be fluent in Hindi and acquainted with local dialects.

- 5.1.12 The service provider is solely responsible for Call Center and the facilities/equipment contained therein along with software/hardware procured in order to run the call center as per the requirements laid out in DNIT Tender document.
- 5.1.13 The service provider is solely responsible for securing the data collected, data security, and retention of the records by the call center. Detailed SOP(s) will be issued by the department/board based on mutual consent before the commencement of the program.
- 5.1.14 The Call Center Executives should also actively participate in propagating governmental programs, schemes, and feedback.

### 5.2 Mobile Veterinary Units (MVUs)

To fulfill the objectives of the program, suitable number of MVUs will be strategically located, for example, at Veterinary hospital or any governmental building or any other base location as decided by the Department of AH&D/HLDB) to minimize travel time and to provide animal emergency services within the target time. Headquarters of MVU would be Block level Veterinary Hospital at the district level. The MVUs would be parked there. The MVUs shall provide services as per the DNIT Tender Document.

MVUs will be allocated to each block based on animal population, demand for the service, and feedback. MVUs shall contain necessary medical equipment, essential drugs, vaccinations, and basic diagnostic laboratory facilities as per the list to be provided by the Department/HLDB.

All MVUs shall have GPS, a Tablet, and a small printer for online receipt of requests, updating status, and printing reports. MVUs shall be manned by one Veterinary Surgeon, one Veterinary and Livestock Development Assistant (VLDA), and one Driver-cum-Assistant.

The service provider is solely responsible for all the statutory, legal obligations and associated liabilities with regard to heath care services offered to the animals. The Service provider is also responsible for safe up-keeping and maintenance of MVUs, Call Center, and other governmental properties provided by the department to the service provider.

The service provider is solely responsible for safe up-keeping of the MVUs and medical equipment placed in the MVUs along with inventory management of medicines, vaccines, and consumables placed in the MVUs.

### 5.2.1 Qualification and Duties of MVU Staff

### Veterinary Surgeon:

# Veterinary and Livestock Development Assistant (VLDA):

<u>Qualifications:</u> Diploma in Veterinary or Animal Husbandry or Diploma in Livestock Extension from registered Veterinary Institutions as per VCI norms. The VLDA must be fluent in Hindi and acquainted with the local dialects.

The area-specific Para veterinarian having the above mentioned qualifications will be given preference during the selection by the service provider. The second preference will be given to a resident of an adjoining region and so on.

## Driver-cum-Assistant:

Qualifications: Driver-cum-Assistant should have a valid License as per state transport norms (service providers are directed to refer to the Department of Transportation, Government of Haryana for additional information) and should be physically fit.

# 6. ROLES AND RESPONSIBILITIES OF THE SERVICE PROVIDER

- 6.1 The Service Provider will run the Call Center with required qualified staff (Refer to Section 2.2.12) including a Veterinary Surgeon who are proficient in English and Hindi.
- 6.2 Equipping the Call Center with necessary infrastructure (hardware, software, Automatic Call Distributor (ACD), Mobile Application development, etc.) to receive/record calls, offer telemedicine services though Veterinary Surgeon (VS) and dispatch MVUs where necessary, monitor the movement of MVUs, and to collect/analyze call center data through dashboard would be the responsibility of the Service Provider as per DNIT. The Service Provider is responsible for ensuring that the center is well equipped to perform its function efficiently for the duration of the Program.
- 6.3 The Service Provider shall be responsible for the Operation and Maintenance (O&M) of 35 MVUs provided and meet O&M requirements during the contract period following conditions laid out in the DNIT Tender document.
- 6.4 The Service Provider shall provide required qualified staff (Refer to Section 2.2.1) to run the MVUs, including Veterinary Surgeon, Veterinary and Livestock Development Assistant (VLDA), and Driver-cum-Assistant.
- 6.5 The Service Provider will be responsible to dispose bio-medical waste generated via the operation of MVUs as per the Bio-Medical Waste Management Rules.
- 6.6 The Service Provider shall be responsible for safe up-keeping of Call Center and MVUs.
- 6.7 The Service Provider shall incorporate Inventory Management System on the details of medicines, vaccines, and other consumables used during the operation of MVUs and shall submit periodic reports as per the schedule laid out by the Department of AH&D/HLDBfor audit purposes.
- 6.8 The Service Provider should submit reports on the animals treated as per the schedule laid out in DNIT Tender document or as and when required by the Department of AH&D/HLDB.

# DETAILS OF SERVICES TO BE PROVIDED

# List of probable Veterinary Services:

- First Aid Services 7.1.1
- Diagnostic Services: Blood sample and testing, Fecal/Urine sample and testing 7.1.2
- **Emergency Clinical Cases:** 7.1.3
  - 7.1.3.1 Metabolic diseases like milk fever, ketosis, etc.
  - 7.1.3.2 Infectious Diseases
  - 7.1.3.3 Protozoan Diseases
  - 7.1.3.4 Food poisoning, Bloating, Acid Indigestion, Diarrhea
  - 7.1.3.5 Organo Phosphorous Poisoning
  - 7.1.3.6 Plant Poisoning
  - 7.1.3.7 Snakebite/insect bite

7.1.3.8 Allergies

7.1.4 Surgical Cases

7.1.4.1 Injuries

7.1.4.2 Abscess

7.1.4.3 Wound

7.1.4.4 Fractures

7.1.4.5 Amputation of tail and dehorning or disbudding

7.1.4.6 Rumenotomy, horn cancer, etc.

7.1.5 Gynecological Cases

7.1.5.1 Artificial Insemination

7.1.5.2 Infertility

7.1.5.3 Dystocia, Prolapse of Vagina & Uterus, etc.

7.1.5.4 Mummified foetus and macerated foetus

7.1.5.5 Caesarean

7.1.5.6 Castration

7.1.6 Prophylactic

7.1.6.1 Vaccination

7.1.6.2 De-ticking

7.1.7 Any other Clinical Emergencies

<u>Note:</u> Emergency /Case Types to attend by the MVUs can be changed at any time as per the directions of the MD/HLDB and will be duly notified to the service provider.

# 7.2 Operation of MVU

- 7.2.1 MVUs have to provide services (Breeding, Curative,, Preventive) on a roster basis as well as Emergency Veterinary Services in 11 districts assigned to the Service Provider.
- 7.2.2 MVUs shall be available in a single shift (12:00 Noon till 08:00 PM) and shall be staffed by team professionals consisting of one VS, one VDLA, and one Driver-cum-Assistant. The exact timings may be changed/modified as per the decision of MD/HLDB as and when required based on the need and feedback.
- 7.2.3 Day to day activities of the service will be monitored by the service provider and shared with HLDB and to respective officials to update Department/CM Dashboards.
- 7.2.4 The service provider generates a case ID for every emergency they attend and treat the animal, wherein the picture of the farmer/livestock owner and animal is taken on-site and store as an e-record and health profile of the livestock for data management and future reference as needed.
- 7.2.5 The staff and equipment shall be deployed as per the service plan/route plan for MVU as approved by the controlling officer or Call Center Manager or the person authorized by the service provider.
- 7.2.6 Refer to DNIT Tender document for other specific details.

### 8. TRAINING OF THE STAFF

8.1 Every employee of the Service Provideron the first deployment on the Call Center or MVU must go through an induction training for at least one week to understand the Dial 1962 Program and its objectives, focus on the services offered, communication skills, and citizen-centric conduct, Standard Operating Procedures (SOPs), and refreshing domain knowledge.

- 8.2 Driver-cum-Assistant should be trained on safe driving skills/vehicle maintenance registers/inventory registers and duties related to assisting Veterinarian and Paraveterinarian during the course of the treatment.
- 8.3 The trainings for Veterinarian and Para-veterinarian should include treatment protocols and creating and maintaining Livestock Case Reports (LCRs).
- 8.4 Refresher training to all the employees in Call Center and MVUs should be given once a year on the topics relevant for an individual employee.
- 8.5 Training modules and the duration of trainings designed for specific role should be submitted by the Service Provider to the Department of AH&D/HLDB prior to the commencement of the Program.
- 8.6 The exact content and duration of the trainings will be decided by the Department of AH&D/HLDB and will be informed to the Service Provider before the commencement of the program.

### 9. PAYMENTS & PENALTIES

- 9.1 The bills submitted by the service provider should contain Bank Account Number and IFSC Code on their bills for electronic transfer of funds towards payments at the Managing Director of Haryana Livestock Development Board (HLDB) for completed work.
- 9.2 The bills must be submitted in duplicate by the 10<sup>th</sup> of each month.
- 9.3 The department reserves the right for third-party evaluation, as and when required, or by the office of MD, HLDB, before the payment is made.
- 9.4 Payment for the services provided will be approved and released monthly by the MD of HLDB.
- 9.5 80% of the payment will be made upon bill submission and any penalties will be deducted from the remaining 20%.
- 9.6 The final 20% payment will be based on data verified by the Joint Director/Nodal Officer and/or Deputy Director of the concerned district through a web portal.
- 9.7 Income Taxes and other taxes will be deducted from the bill from time to time. If any new legislation comes into effect for the deduction of tax at source, the deduction will be made under that legislation. A necessary Income Tax Certificate will be issued by the concerned authority detailing the amount so deducted at the source and penalties will be deducted from the bill. The authority will issue a certificate detailing tax deduction.
- 9.8 Final bill settlement and refund/adjustment will be made after all contractual obligations are met and no amounts are due from the service provider. Unless there are specific reasons, all accounts are expected to be settled within 6 (SIX) months from the date of completion of work as per the fund availability under the scheme.
- 9.9 The service provider cannot abandon the contract due to delayed payment from the Department/HLDB for the services provided.
- 9.10 The service provider shall perform and deliver services in line with the time schedule indicated in the DNIT document. If the service provider encounters conditions that threaten timely delivery and performance of services, the service provider shall promptly

notify MD, HLDB and/or designee in writing the reasons for such a delay. MD, HLDB shall review the situation as quickly as possible following the receipt of service provider's notice may, at its discretion, extend the service provider's time for delivery and performance of service with or without liquidated damages.

- 9.11 The Service Provider must submit written requests for payment to the MD, HLDB together with an invoice that appropriately describes the services delivered/performed.
- 9.12 Payment shall be made in Indian rupees.
- 9.13 Bidders should be aware of applicable taxes.
- 9.14 Payments must be made as soon as possible by the MD, HLDB on monthly basis but in no event later than 45 days following the Service Provider submission of a legitimate invoice or claim. Providing Monthly OPEX payments to the Service Provider on actual to support the running of the services.

Delay in payments to the suppliers beyond the stipulated credit period indicated in the work order, unless supported by cogent reasons and approved by a higher authority, will attract penal interest on the defaulting amount @ Rs. 25/- per rupees one lakh per day of delay beyond the stipulated credit period. Non provision of adequate budget will be no ground for delay in payments to the supplier. This is as per provisions contained at Para 17 of G.O. No.2/2/2010-4I-BII of dated 28.05.2010 (or as amended from time to time in this regard).

9.15 Service Level Agreement (SLAs) and Penalties are given in the below table.

Service	Service Level	Definition	Measure / Month	Penalties
Call Center	Delay in Attending Calls	Calls Attended after 4 rings	Should be < 10%	For any delayed call above 10% - Rs 200/- per call per day
	Call Center Uptime	Monthly Uptime	Should be > 98%	If < 98% - Rs. 2000/- per day
MVUs	Average Mobile Unit Uptime	Vehicles on road	Should be > 95%	If < 95% - Rs. 5000/- per day per vehicle
	Treatment (Preventiv e & Curative)	Avg./Unit/Month	Should attend to all the calls received or be not < 200 cases per vehicle per month	If < 200 cases - Rs. 1000/- per vehicle per day
	Route Plan Deviation	Any unplanned deviation from the assigned route plan	5% deviation with proper reasoning to be submitted	If the number of deviations is > 5% - Rs. 1000/- per deviation

HR	Availabilit y of Veterinary Surgeon	Veterinary Surgeon with apron should accompany the vehicle all times	100% availability	Rs. 1000/- per absence per surgeon per day. Without apron, a penalty of Rs. 200/- per instance
Operations	Awareness	Service provider must conduct educational/outreach programs through social media (SM)/TV/Print media.  Work done must be published fortnightly in 2 vernacular newspapers in Haryana in coordination with Animal Husbandry department/HLDB of Government of Haryana	whole state	If programs are < 70 - Rs. 5000/- per missed program per month
NOTE	Penalties are subjected to review as and when required or at the discretion of cauthority.			

The replacement of staff in case of any vacancy will have to be done within 7 days positively. Otherwise, a penal recovery of Rs. 1000 per staff per day will be deducted from the bills raised.

#### 10. PRICE ESCALATION

The price negotiated by the HPPC at Rs. 1,55,000/- per MVU per Month will remain applicable for 2 (TWO) years of the contract. There would a 5% per MVU per Month price escalation for the Operational Expenses (OPEX) for the third year, if extended.

However, during the period of contract, if wage rates are revised by the Government of India (GoI), the tendering authority/department will inform the service provider the revised wages as per the letter from GoI.

The rates payable for personnel shall be revised to the new wages and will such wage escalation will be borne by the Department during the first two years of the contract and will be considered in 5% price escalation during the third year, if extended.

The manpower will be engaged by the service provider in consultation with the Department/HLDB as per the norms decided by the Ministry of Fisheries, Animal Husbandry and Dairying, Department of Animal Husbandry & Dairying, Government of India (GoI).

#### 11. DELIVERY PERIOD:-

The project should be started after placing the orders/ signing of contract, 70 Mobile Veterinary Units (35 MVU each firm) will be established as a start as soon as possible but not later than 30 days and expandable to 225 Mobile Veterinary Units (In equal proportions with mutual consent of each firm). The penalty of Rs. 10,000/- per day would be imposed after 30 days till the initiation of the services.

Or

If the contractor fail to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch stipulated in the supply order, the delayed consignment will

be subject to 2% penalty per consignment per month recoverable on the value of the stores supplied. The other details will be as per provision contained in Sr. No. 14 of "Schedule-'B' Condition of Contract".

#### 12. GENERAL CONDITIONS

# 1. BACK GROUND & RATIONALE OF THE PROJECT

The Dial 1962 program assists in delivering on-site medical assistance to farmers, who can take advantage of the services by dialing the designated 1962 number to reach the call center for the Veterinary Services Program. This enables the farmer to better grasp the situation and receive device from the local veterinarian for better grasp the situation and receive advice from the local veterinarian for better animal husbandry practices. The farmer will also be told of additional government programs that are open to him in addition to receiving comprehensive information on managing the health of his cattle.

For the Veterinary Doctor and Assistant's, the State Government plans to deploy a mobile-based solution. Veterinary Doctor and Assistant's will be able to enter and amend data for beneficiaries under their jurisdiction using the tablet-based application through which services like program chart, dashboard, or porting data can be accessed and advice given to the farmer or issues resolved can be entered. Since the data are input "at source" by the healthcare service providers themselves, this ensures prompt entry and updating of data as well as improves the data quality. When fully deployed across the State, the system will promote improvements in the effectiveness, caliber, and accountability of frontline service providers (Veterinary Doctor and Assistant's) and professionals; given that it would be entirely Digitally Managed.

It is planned to offer breeding facilities, preventive care, and treatment in remote areas that are typically under serve do run-serviced. However, ambulatory services must fulfill two purposes.

The factors driving the increase in demand for animal products include urbanization, expansion in the population and income, and these factors together. To increase the productivity of their cattle, small livestock owners in rural areas need veterinary services, especially therapeutic and consulting services. Given the government's aim of providing a livelihood through animal husbandry and this sector has the potential to enlarge and modify due to rising demand for livestock products. The Mobile Veterinary Unit may be helpful in developing monitoring strategies, public awareness campaigns, and disease containment plans. To treat animals on-site, the animal health camps will be held in isolated, in hospitable places and villages.

# 2. AIMS

The program's goal is to build a "Mobile Veterinary Services" to reinforce the service delivery system, ensuring better accessibility to the departmental services/schemes in the field and, as a result, increased productivity at the farmer's farm/doorstep.

### 3. OBJECTIVES

- To assess the general health and to treat the Livestock
- To offer a free "On the Spot "diagnostic service to identify the illness.
- · To identify the prevalent, wide spread diseases in the region.
- To offer ambulatory service at the doorstep (Breeding, Curative).
- To educate farmers to use the right current technologies to increase productivity.
- To create disease surveillance and monitoring of illnesses in livestock.
- To stop the spread of disease.
- To spread awareness of the departmental plans
- To raise knowledge of the department's services and preventive healthcare for livestock.

### 4. PROJECT SCOPE

- a. To provide Haryana's livestock owners with comprehensive, round-the-clock emergency veterinary response services. You can improve people's access to 24x7 veterinary care and minimize their vulnerability by providing emergency response services. A 24-hour call center handling the toll-free number 1962 should work in three (3) shifts of 8 hours each with six call takers and one veterinary surgeon during the first shift (6:00 AM to 2:00 PM), two call takers and one veterinary surgeon in the second shift (2:00 PM to 10:00 PM), and two call takers and one veterinary surgeon in the third shift (10:00 PM to 6:00 AM).
- b. The call center should organize and manage the GPS connectivity to better manage Mobile Veterinarian Units (MVUs), GIS (Geographical Information System) integration with computer telephony, GPS (Global Positioning System) integration, GSM/GPRS (Global System for Mobile Communication/General Packet Radio Service) integration, integrated monitoring and tracking system for MVUs, call management, performance monitoring and reporting.
- c. The department reserves the right to change/modify the shift timings or to increase the number of call takers/veterinary surgeons as per the desire/demand of MD, HLDB/DG, AH&D. Other modalities may be changed as and when required.
- d. The factors driving the increase in demand for animal products include urbanization, expansion in the population and income, and these factors together. To increase the productivity of their cattle, small livestock owners in rural areas need veterinary services, especially therapeutic and consulting services. The sector has room to grow and adapt because of the fast-rising demand for livestock products and the government's emphasis on animal husbandry as a source of income. The Mobile Veterinary Units (MVUs) may be helpful in developing monitoring strategies, public awareness campaigns, and disease containment plans. To treat animals on-site, the animal health camps will be held in isolated, inhospitable places and villages.
- e. Educating the farmers on the best vaccination practices is an all important task to control the spread of diseases and for better management of cattle and small livestock. The department/HLDB shall provide necessary vaccines and medicines and Mobile Veterinary Units are expected to stock such medicines/vaccines as required for the services and vaccinate cattle/small livestock as required.
- f. While government run dispensaries/veterinary hospitals provide necessary services to the cattle/small livestock, MVU services are expected to provide the said services at the farmer's doorstep. Coordinating/Integrating MVU operations with dispensaries/hospitals is extremely beneficial for monitoring health and wellbeing, and stop the spread of diseases as MVUs reach remote places. Thus, MVUs are expected to coordinate and integrate their operations with dispensaries/hospitals working under Animal Husbandry Department/HLDB.
- g. All the data related to 1962 emergencies will the property of the concerned department and the service provider should not share or disseminate without the express consent from the department.

### 5. OPERATIONAL SCOPE

For the duration of the agreement, the service provider shall be responsible for Operations & Management of the 70 Mobile Veterinary Units (MVUs) at present and extendable to 225MVUs that the Authority has identified, subject to the following conditions.

## Overview of Mobile Veterinary Unit Services (MVU)

a. The establishment of a Veterinary Response Centre involves setting up a centralized facility to manage and monitor the activities of the Mobile Veterinary Units (MVU) dispatches. This center will be equipped with all the necessary IT equipment and other necessary hardware, software, accessories, and mobile application infrastructure. The responsibility of setting up the center before commencement of the program and maintaining this center for the duration of the program lies with the service provider selected.

- b. The IT equipment will include computers, servers, printers, and other necessary hardware components. The software will include programs and applications necessary to manage the operations of the center and monitor the Mobile Veterinary Units dispatches. The mobile application will be developed to track the dispatches and provide real-time updates to the command center, and respective dash boards.
- c. The infrastructure for the center will include network connections, furniture, and other necessary components. The service provider will be responsible for ensuring that the center is equipped with all the necessary resources including the hardware, software, and necessary accessories to perform its functions efficiently and on completion/termination, the whole system, that is hardware and software will have to be surrendered to the department/HLDB as such. No sharing or taking away any data in any form will be permitted at any cost and it will be the sole property of the department/HLDB.
- d. The basic amenities and other general facilities in the call center will be provided by the department/HLDB. The running costs like electricity bills and internet expenses will be borne by the service provider.
- e. A separate supplementary agreement is to be signed before the commencement of the program detailing best practices on data collection, security, and retention of the records by the call center.
- f. Detailed SOP(s) will be issued by the department/HLDB before the commencement of the program.
- g. The establishment of the Veterinary Response Centre and its associated components is essential to ensuring effective management and monitoring of the Mobile Veterinary Units dispatches. The agency's responsibility in this regard is critical to the success of the program.

### Section A

#### I. CALL CENTER:

- a. The Veterinary Response Centre will serve as the nerve center of the entire project to extend high-quality, timely, and reliable services to the farmers and livestock. It will operate on a 24x7 basis, seven days a week, to ensure that the needs of livestock are met at all times.
- b. The call center is expected to have a total strength of 10 seats, with the potential to expand as required. This center will be staffed by a team of professionals, including Call Center Executives, a Team Leader cum Trainer, IT Helpdesk, a Call Center Manager, and Veterinary Doctors for online medical consultancy. There will also be a Grievance Cell Executive to address any grievances that may arise.
- c. In the event that a veterinary advice is needed, the Call Center Executive will direct the call to one of the Veterinary Doctor's present in the 1962 Call Center. These doctors will be available 24x7 to provide veterinary medical advice and support to farmers and livestock owners. During the hospital time, the call may also be transferred to the regular in-charges of the veterinary hospitals/dispensaries for providing the services.
- d. There is an existing 112 National Emergency helpline number to cater to the needs of the caller for an immediate emergency assistance services of the state of Haryana and the department will request existing 112 call centers within the jurisdiction of Government of Haryana to direct calls related to the animals in distress to the "1962 Call Center" for immediate action/redressal, and vice versa. Hence, the Service Provider should establish necessary API integration between the proposed 1962 and existing 112 Call Centers so that no emergency call would be missed.

Initially, the Service Provider will operate the Call Center with 10-seater (05 seater each) capacity to be operated on 24x7 and may be scaled up to 20 seats on expansion at the discretion of the competent authority. Necessary space, basic amenities, internet

connectivity, and other general facilities in the call center will be provided by the department. The running costs for the call center including electricity and internet/broadband bills will have to be borne by the service provider. An introductory animal husbandry training for a period of 10 days to all employees engaged to attend the calls will have to be provided mandatorily by the service provider before the launch of the program/call center.

# The following Infrastructure required to be fulfilled and would be Provided by the Service Provider:

- Sound acoustics
- Appropriate Cooling (proper Air-conditioning)
- Work stations setup 10 systems
- Servers' installation- 16 TB and should be expandable.
- Server STD [Database/Redundant/Application]
- Firewall
- Network Switches (48 Port)
- PRI lines (based on the call load in bound and out bound PRIs One (30 channels)
- Dialer (identify the appropriate one and installation)
- Digital Phone 10 numbers [additional licenses required as stand by] (VOIP License)
- Media Gateway
- Headphones
- Automatic Call Distributor (ACD)
- Softphones (Computer Telephony Integration)
- CRM
- Integration
- Database
- Remaining regular/common amenities
- The call center in full functional form will have to be established within 30 days positively. Otherwise, a penal fine of Rs. 10,000 per day will be imposed.
- Meanwhile build the proper CRM, get the complete and update the database like Geographical information, coverage, service-related information etc.
- If the department so decides, the service provider should have the ability to switch to cloud-based data management.
- f. Additionally, the Service Provider need to ensure the below mentioned points while setting up the call center:
- i. Call Center Dialer

To automate prospects, reach out in bulk, you'll need a resilient <u>phone system</u> (preferably with an auto dialing or predictive dialing functionality to increase call coverage and call connect rates). Now configure the right dialing strategy considering your team size, prospect lists, and your potential for expansion.

A contact center infrastructure is a framework composed of the physical and virtual resources that a call center facility needs to operate effectively. Infrastructure components include automatic call distributors, integrated voice response units, computer-telephony integration and queue management.

### ii. CRM

When you set up a call center, storing your customers' information and other data in a well-structured form is important. To keep your customer service process smooth and in place, you should figure out various factors to choose the best CRM solution for your business.

### iii. Alternative Channels

Single channel reach out strategy is not effective; your <u>contact center software</u> needs to have a multi-channel strategy. It is always better to know your customers' demographics and their favorite channels where they spend most of their time to let them know about your products and services.

### iv. Agent Monitoring

To keep a check on your agents' performance and productivity, you need a <u>monitoring</u> <u>feature</u> in your call center software which allows you to record calls and measure the key Agent metrics to measure your agents' productivity. It allows Supervisors to plan better and improve call center Agent productivity.

### v. Lead Management

Structuring which prospects to call, when to call and in which priority is critical for an outbound call center operation. A good CRM enables supervisor to effectively manage leads, dial order, prospect status /disposition, and retry order. Lead management is a critical piece that binds a telemarketing call center.

### vi. Data Security

Data security is undoubtedly one of the most crucial concerns of all businesses. Everyone responsible for using personal data has to follow strict 'data protection principles' including: making sure the information is used fairly, lawfully and transparently; used for specified, explicit purposes; used in a way that is adequate, relevant and limited to only what is necessary.

Essential Data Protection Methods include risk assessments to understand data security concerns, backups that are regularly made and updated to prevent loss of data (backups should be performed as per previously agreed timelines/methods in consultation with the department/HLDB); data that is well-encrypted during acquisition (collection), processing and storage; access controls to define the access to sensitive personal data; and finally, clear and concise data protection policies.

The service provider should consider the following elements of data protection elements at the onset of the project and defined clearly in consultation with the department/HLDB: lawfulness of the data collection methods and processes, purpose of collected data being limited to the current project, Data minimization, accuracy of the data collected, integrity of the data in its original form and confidentiality of personal information, and clearly defined accountability policies.

Virtual call center software comes with robust security features that keep your data safe within the cloud data backup. As remote contact center software providers are solely responsible for reviewing the security protocols, businesses rely more on cloud security.

A separate supplementary agreement would be signed before the commencement of the program detailing data collection, data sharing, security, and retention of the records by the call center. Detailed SOP(s) will be issued by the department/HLDB before the commencement of the program.

# g. Design and Setup of the Call Center: (Few Key Components)

- · Unit dispatching with computer assistance;
- Automatic call distribution (ACD);
- Voice loging capabilities;
- GPS integration;
- Highly secured network;

- Scalability for operation expansion;
- · Ease of maintenance
- Sound acoustics
- Appropriate Cooling (proper Air-Conditioning)
- · Work stations setup
- Servers' installation
- PRI lines(based on the call load in-bound and out-bound PRIs)
- Dialer(identify the appropriate for installation)
- Soft phones (Computer Telephony Integration)
- CRM
- Integration
- Database
- MIS
- Common amenities as required for call center facility
- A phone system to automate calls (preferably with an auto dialing or predictive dialing functionality to increase call coverage).
- A functional call center facility requires contact center infrastructure. Automatic call
  distributors, integrated voice response systems, computer-telephony integration, and
  queue management are examples of infrastructure components.
- · Highly secure and comprehensive customer database management
- A multi-channel approach needs to be implemented in call centers.
- A monitoring function in call center software that enables recording calls and tracking key Agent metrics for performance and productivity.
- The call center must have out bound and in bound call facilities setup, with automated messaging system through the telephony system, to direct the call as required only by the system SLA's
- Data security to be assured by the Service Provider.
- The data generated in all forms will be the sole property of the department/HLDB.

### II. MOBILE APPLICATION (MOBILE APP):

This app should be designed to ensure that the needs of farmers and livestock are met in the quick stand most efficient manner possible.

- The app should capture the location of the caller, which will enable for faster dispatch
  of the Mobile Veterinary Service Vehicle.
- The Mobile application to help in tele-medicine advisory in helping the farmers for immediate advice on few precautions to be taken for the animal.
- Automated messaging system incorporated to in the form the caller through the telephony system
- The Mobile application should be Android/iOS friendly for the end user.
- The Mobile Veterinary Units services strategy can be benefited from the inclusion of a mobile application, which has the potential to increase customer retention and expand outreach efforts.
- Sending and receiving messages in real-time
- Voice message facility, video calls and security mechanism are to be facilitated.

# III. MANPOWER

- The responsibilities of service provider for effective management of staff of Mobile Veterinary Units to deliver high-quality services and achieve its objectives.
- The Service Provider need to identify suitable manpower to run the operations
  effectively in consultation with the department/HLDB (the minimum qualification for
  Veterinarian would be BVSC & AH registered with VCI / HVC, Para veterinarian would be
  diploma in Veterinary from registered Veterinary Institutions as per VCI norms and for
  Drive cum Attendant should have valid License as per state transport norms & should be
  physically fit.

- The call takers and executives in the call center must be a graduate in any discipline.
   The call takers and executives should be well-versed in English and Hindi.
- In case of any loss of life or material the service provider would be solely responsible for any compensation or any payment so loss & damages.

### IV. TELEMEDICINE SERVICES

The Tele Medicine Services are to be provided with the help of Toll-Free Number 1962 Call Center to the livestock farmers of the state. Telephonic Triaging of cases by call center veterinarian would be made in the following ways:-

- Simple cases- the call center veterinarian can suggest treatment overall
- · The call center veterinarian can suggest home remedies
- The counsel to Farmers/Livestock owners can be made on best management practices, feeding practices and guide them on de-worming & vaccination of livestock
- Emergency cases call center veterinarian can decide on directing MVU immediately or later based on the emergent nature of the condition and can guide owners on stabilizing livestock before MVU arrives
- Critical cases- priority will be given for dispatching MVU's to these cases by Call Center Veterinarian

### V. GPS TRACKING MECHANISM

- · To find the nearest MVU to the livestock location
- Locate nearest veterinary dispensary/ hospital from the MVU location
- · Cut the response time in the golden hours
- Effectively verify driver/MVU locations
- · Re-route the MVU's to livestock location in emergencies
- · Monitor the non- emergency MVU speeding to improve the safety of MVU and it's crew
- Ensure that the drivers are assigned to base locations
- To monitor MVU-wise fuel consumption

### Section B

### I. Mobile Veterinary units (MVU)

- a. The service provider is accountable for the operation and management of vehicles, specifically the mobile veterinary vehicle. This vehicle is equipped with necessary medical equipment and diagnostic tools, as well as basic diagnostic laboratories and essential medications that are distributed free of charge to treat animals.
- b. The vehicles will have to have a registered Veterinary Doctor or Surgeon, a VLDA, a Driver-cum-assistant. These team members will work together to provide high-quality veterinary care and support to farmers and livestock owners.
- c. The service provider is responsible to equip each vehicle with a GPS, a tablet, and a small printer to facilitate online receipt of requests, up-to-date the status of calls, and print receipts for farmers.
- d. Coverage: The vehicles will be stationed at strategic locations throughout the state, mapping the vehicles to approximately 6,848 Villages along with Dera's and Dhani's as recommended by the government, to minimize travel time and ensure that farmers and livestock owners receive timely assistance.
- e. The Mobile Veterinary Units will be available in single shift (12:00 Noon till 08:00PM) and will be staffed by a team of professionals consisting of one veterinary doctor, one VLDA, one driver-cum-assistant, who are trained to respond to emergencies and provide veterinary care. The exact shift timings may be changed/modified as per the decision of MD, HLDB/DG, AH&D as and when required. Other modalities may be changed as and

when required. The day-to-day activities of the service will be monitored by the Service Provider and shared with the Haryana Livestock Development Board concerned departments, and respective officials Dashboard along with CM Dashboard as required from time to time.

- f.The Service Provider has to assign and manage staff for a single shift. With 70 and extendable to 225 Mobile Veterinary Units spread across the state.
- g. The service provider generates a case ID for every emergency they attend and treat the animal, wherein the Livestock Owner & the Animal treated Picture is taken onsite in order to store a e-record and health profile of the livestock for data management purposes and future reference as needed.

# (II) 1962 PROCESS FLOW

The software is run through a call-center that is conveniently positioned, where the subsequent procedure is carried out.

- i. A farmer calls 1962; the Call executive answers; the system records the complaint; the system, based on the farmer's location, assigns the case to the closest available unit; based on the call volume; the units are dispatched in accordance with the daily route plan; the veterinary Doctor and veterinary assistant attend to the case; and, once the treatment is done, the Veterinary Doctor and veterinary assistant close the case and submit the details in the system. The reports are created and distributed to all the stakeholders involved.
- The veterinary Doctor and veterinary assistants will prepare the list of medications required for the day's cases in accordance with the Daily Route Plan that the system has assigned.
- iii. While on call with the farmer, the Call Executive will advise him/her to keep the cattle available when the unit arrives.
- iv. A system-generated SMS will be issued to the farmers informing them of the date and approximate time of the Mobile Veterinary Unit (MVU) arrival. If the call is emergency related Call Executive will transfer the call to Veterinary Doctor available in the Call Center for immediate assistance, where in this facility is available 24x7 to avail the services.

# (III) ROLES AND RESPONSIBILITIES

# a) Responsibilities of the Department (Government)

The Haryana Livestock Development Board is responsible for several key initiatives to support animal health and wellness in the region. Part of the initiation some of the key responsibilities to run the Mobile Veterinary Services:

- i. The service provider will have to execute an agreement with the DGS&D,MD, HLDB.
- ii. Providing 70 Mobile Veterinary Units as a start and with possible fleet expansion to 225 Mobile Veterinary Units as needed, the vehicles are to be equipped with essential medical equipment and diagnostic tools, as well as basic diagnostic labs and essential drugs for free distribution to animals.
- iii. The call center will be established either at Hisar or at Panchkula. Adequate space with basic amenities and other general facilities in the call center will be provided the department/HLDB. Sufficient space suitable for expansion whenever required as per program expansion will be provided by the department/HLDB.
- iv. Ensuring that parking arrangements are made for the Mobile Veterinary Units at government offices and adequate space is provided for staff to operate from.
- v. Providing Monthly OPEX payments to the Service Provider on actual to support the running of the services, as per the tender agreement.
- vi. Department of AH&D /HLDB would be responsible to provide necessary medicines and vaccinations as and when required for the Mobile Veterinary Units for the services. The

Service Provider must maintain receipts/records of inventory of medicines/vaccines placed in the MVUs and submit a weekly report to the concerned department. Additionally, the Service Provider must ensure that all the medicines issued or vaccines administered are mentioned in the LCR (Livestock Case Records).

- vii. In summary, the Haryana Livestock Development Board is responsible for providing comprehensive and quality veterinary care to animals in the region through the use of Mobile Veterinary Services, 24x7 Call Center Round the clock services and other resources.
- viii. Surprise inspection of vehicles and the logbooks/maintenance records by the designated officer of the department /HLDB may be done without any prior notice.
- The department will assign its officer as "Nodal Officer" "Privacy Officer" or any other ix. duties personal with the to monitor call center, collection/retention/protection methods, prepare statistics and other necessary information to be presented on the department's or CM's dashboard, and necessary report generation after collecting necessary information/data from the service provider. The Nodal Officer may conduct surprise inspections to ensure the personal data collected by the call center is protected as per the norms of the government and IT act.

### b) Responsibilities of the Service Provider:

- Establishing and running a call center with the adequate staff proficient in English and Hindi.
- ii. The service provider will equip the call center with all the required equipment/software/hardware/accessories and any other ancillary item necessary for efficient operation of the call center and any costs arising out will be borne by the service provider.
- iii. The service provider shall maintain an asset register for all the assets received/procured during the program and protect the assets for the duration of the program.
- iv. Ownership Clause: The service provider should surrender to the department all the equipment, hardware, software, and accessories or any other information in the call center up on either completion or termination of the program.
- Operating and maintaining of the 70 to 225 Mobile Veterinary vehicles provided, including equipping the vehicles with medical equipment, vaccinations and essential drugs as provided.
- vi. Deploy a team who are proficient in English and Hindi to run the mobile veterinary services, including veterinary doctors, veterinary assistants, and drivers-cum-assistant, as suggested by department of AH&D / HLDB.
- vii. The Service Provider has to hire the Suitable manpower (e.g., Veterinary Surgeon, Veterinary and Livestock Development Assistant, Driver-cum-assistant) to run the MVU operations in consultation with the Department of Animal Husbandry, Haryana. The Service Provider has to ensure required trainings are conducted for a period of not less than 15 days and submit such training records to the concerned department. These trainings are to be made mandatory for any new employee working on the 1962 project. Training for Driver-cum-Assistant include safe driving skills/vehicle maintenance registers/inventory registers and duties related to assisting the VS/VLDA during the course of treatment; operational training for VS/VLDA; and treatment protocols and Livestock Case Report (LCR) for the Veterinary Surgeon. The exact content and period of trainings will be decided by the department/HLDB and will be informed to the Service Provider before commencement of the program.
- viii. Submitting daily reports on the animals treated, online and an offline hard copy, a consolidated report submitted to the heads of the department once at the end of every month.
- ix. The Service Provider should conduct a field survey, to map the deployment of staff as required per SLAs to the locations across the State as advised by the government.

- x. Responsible for Manpower Deployment and Training of Administrative, Operational, Fleet and IT Teams, as required by SLA's and deployed to the assigned site locations.
- xi. The service provider will be responsible for providing quality services as per the department/Haryana Livestock Development Board initiatives.
- xii. The service provider is responsible for managing the day-to-day operations of the mobile veterinary units, including staffing, vehicle maintenance, and record-keeping.
- xiii. The Department will provide the medicine for free to the Mobile Veterinary Units, which the service provider must distribute for free to farmers.
- xiv. It is the sole responsibility of the service provider to follow the IT Act and all other state of Harvana and Government of India acts/laws. .
- xv. The service provider has to follow the minimum wages act for his/outsourced employees as per the directions of Government of India/Government of Haryana for the contract employees and duly insure them as per the requirements of the labor act, and undertake annual medical checkups and health screening of his/outsourced employees and maintain necessary health records. The service provider has to provide an undertaking to this effect. Typical ambulance crew consists of a Veterinary Surgeon, Veterinary and Livestock Development Assistant (VLDA), and Driver-cum-Assistant.
- xvi. The service provider has to maintain the MVUs properly with periodically scheduled services, repairs & maintenances. Vehicle/equipment maintenance registers and MVU logbooks in its entirety must be accurate and up-to-date and submit all the records to the department/HLDB as and when requested. Failure to maintain the vehicles properly and up-keeping the maintenance records accurately will be liable for a penalty as defined in the Table 6.
- xvii. The service provider has to maintain the equipment and accessories in good condition and keep the maintenance records up to date. Failure to maintain the equipment and accessories properly and up-keeping the maintenance records accurately will be liable for a penalty as decided by the department. The service provider will be liable if any equipment/accessory in the MVU is lost or damaged.
- xviii. The service provider is not authorized to sub-contract or sub-lease the operations and the management of either call center or MVUs to any third party.

# (v) Penalty clause for rejected samples/ material offered by the Bidder:

In case, the material offered for inspection by the firm fails to meet the specifications stipulated in NIT/Order/Contract and the samples are rejected by the Inspecting Committee, the Indenting Board will have the right to levy a penalty at 0.1% of the total order value. In case, the material offered for inspection fails during the 2nd inspection also, the Indenting Department will have the right to increase the penalty to 0.25% of the total order value. In case, the material offered fails during the 3rd and final inspection also, the firm will be liable for penal action including forfeiture of security, risk purchase, debarring/ blacklisting in future, and no further opportunity for inspection would be provided to the supplier firm.

## 8. STANDARD TERMS AND CONDITIONS

### a. Use of Document and Information

- Without obtaining prior written approval from MD, HLDB the bidder must not reveal, share, or
  utilize the bid document, contract, or any part of it, or any information provided by or on
  behalf of DGS&D, MD, HLDB in connection with it, to anyone other than an employee of the
  bidder who is involved in fulfilling the contract. Such disclosure to an employee must be
  confidential and limited only to the extent required for the performance of the contract.
- The bidder must not use any documents or information provided for the project without obtaining prior written permission from MD, HLDB, except for the purpose of carrying out the contract.

 All documents (including the bid document) provided by MD, HLDB, other than the contract itself, are the property of DGS&D, MD, HLDB and must be returned to MD, HLDB (with all copies) upon completion of the bidder's obligations under the contract, if so, requested by MD, HLDB.

### b. Annulment Of Award

The selected Service Provider (after signing an agreement with the Supplies & Disposals, Haryana for this project) fails to meet the requirements outlined in the RFP Document and/or the provisions of the Service Provider Agreement, it will result in the cancellation of the award with the forfeiture of the security deposit.

### c. Violation Of Agreement By The Service Provider

Failure to Abide Agreement - The Service Provider must strictly comply with the conditions outlined in the Service Provider Agreement. Any violation of these conditions by the Service Provider may lead to the termination of the agreement, without affecting the rights of the Authority as specified in the Service Provider Agreement.

#### d. Notifiable alerts to the bidder:

Throughout the duration of the contract: Any Livestock illness that must be reported to the Government officials by law is referred to as a notifiable ailment. The gathering of data gives the Government the ability to monitor the Livestock illness and gives advance notice of any outbreaks.

### e. Contract Amendment

The provisions of the Contract may not be changed or modified except by a written amendment signed by both parties.

### f. Assignment

The Service Provider may not delegate any of its performance responsibilities under this Contract, in whole or in part, without DGS&D, MD, HLDB /DG, AH&D's prior written agreement.

#### g. Sub-Contract

The project does not authorize sub-letting, sub-contracting / out-sourcing to any third party other than the service provider.

### h. Delays in Supplier's performance

- a) The Service Provider shall perform and deliver the services in line with the time schedule indicated in DNIT. The project should be started after placing the orders as soon as possible but not later than 30 days. The penalty of Rs. 10,000/- per day would be imposed after 30 days till the initiation of the services.
- b) If the Service Provider encounters conditions that threaten timely delivery of products and performance of services during the performance of the Contract, the Service Provider shall promptly notify DGS&D, MD, HLDB / DG, AH&D in writing of the fact of the delay, its expected duration, and its reason(s). DGS&D, MD, HLDB / DG, AH&D shall review the situation as quickly as possible following receipt of the Service Provider's notice, on the advice of the executive committee, and may, at its discretion, extend the Service Providers time for performance, with or without liquidated damages.
- c) Failure by the Service Provider to meet its delivery responsibilities shall subject the Service Provider to the imposition of appropriate liquidated damages, unless an extension of time is agreed upon by the executive committee without the application of liquidated damages.

# i. Liquidated Damages

The DGS&D, MD, HLDB / DG, AH&D shall, without limiting its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, an amount equal to, as per the terms indicated in the bid document, until actual delivery or performance, subject to any

Page 25 of 27

applicable maximum limit, if the Service Provider fails to deliver or perform any or all of services within the time period(s) specified in the Contract.

### j. Termination for Deviation

- a) The DGS&D, MD, HLDB / DG, AH&D may terminate the Contract in full or in part by sending a written notice of default to the Agency if:
- b) The Service Provider fails to provide the services within the agreed time frame or any extension granted by DGS&D, MD, HLDB / DG, AH&D,
- c) The Service Provider fails to fulfill other obligations under the Contract, or
- d) The Service Provider is deemed by DGS&D, MD, HLDB / DG, AH&D to have engaged in corrupt or fraudulent practices.
- e) In case of termination, DGS&D, MD, HLDB / DG, AH&D may obtain similar services on its own terms and the Service Provider will be responsible for any additional costs. The Service Provider must continue fulfilling the remaining part of the contract.

# k. Force Majeure

- a)If and to the extent that the Service Provider's delay in performance or other failure to perform its obligations under the Contract is caused by an incident of Force Majeure, the Service Provider shall not be liable for loss of its performance security, liquidated damages, or termination for default.
- b) For the purposes of this Article, "Force Majeure" refers to an uncontrollable, unforeseeable incident that was neither the Supplier's fault nor the result of their carelessness. The DGS&D, MD, HLDB / DG, AH&D, acting in its sovereign role, wars or revolutions, fires, floods, landslides, epidemics, quarantine restrictions, and freight embargos are only a few examples of such disasters.
- c)If a Force Majeure situation arises, the Service Provider shall promptly notify the DGS&D, MD, HLDB / DG, AH&D in writing of such condition and the cause thereof. Unless otherwise directed by the DGS&D, MD, HLDB / DG, AH&D in writing, the Agency shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### I. Resolution of Disputes / Arbitration

- Any disagreement or dispute that develops between the DGS&D, MD, HLDB / DG, AH&D and the Service Provider under or in relation to the contract shall be resolved amicably by direct informal negotiation.
- ii. If the DGS&D, MD, HLDB / DG, AH&D, and the Service Provider are unable to settle a contract disagreement amicably after twenty (20) days after the start of such informal conversations, either party may request that the dispute be submitted to the formal methods outlined in this document. These procedures may consist of, but are not limited to, third-party-mediated conciliation.

# iii. The following shall be the process for resolving disputes

- a) The Arbitration and Conciliation Act of India, 1996 will be followed in the event that a disagreement or difference arises between the MD, HLDB / DG, AH&D and the Service Provider on any matter originating from or related to this agreement.
- b) If any question, difference or objection whatsoever shall arise, in any way connected with or arising out of the contract agreement, the same shall be referred for arbitration to the Administrative Secretary of the DGS&D, Department of Animal Husbandry & Dairying, who shall be the sole arbitrator and his decision shall be final and binding and where the matter involves a claim, the amount, if any, awarded in such arbitration shall be recoverable in respect of the matters so referred.
- c) The arbitration hearings will take place in either in Chandigarh or in Panchkula, Haryana.

d) The arbitrators' decision is final and enforceable against both parties.

### m. Taxes and Duties

Until delivery of the contractual services to the user or as per the provisions of the tender document, if specifically indicated, the Service Provider shall be solely responsible for all taxes, toll taxes, duties, license fee, Octroi, road permits, etc. incurred. If necessary, an income tax deduction will be taken when paying the bidder.

# n. Corrupt, Fraudulent and Unethical Practices

If MD, HLDB / DG, AH&D finds that a bidder used dishonest, or unethical tactics to compete for or complete a contract, DGS&D, MD, HLDB / DG, AH&D will reject the proposal for award and may also restrict the bidder from participating in future MD, HLDB / DG, AH&D tenders.

- a) In order to influence a public official's decision during the evaluation, conclusion, and/or execution of a contract, it is prohibited to offer, give, receive, or solicit anything of value directly or indirectly.
- b) Fraudulent practice includes collusive behavior among bidders (prior to or after bid submission) intended to set bid prices at artificially low levels and deny the purchaser the advantages of free and open competition, as well as any act or omission or misrepresentation of facts intended to influence a procurement process or the execution of a contract to the detriment of the purchaser.
- c) Any behavior on the part of the bidder that seeks to interfere with the tender process in any way is referred to as "unethical practice." After the initial bid is opened, any unsolicited discount offers, financial bid amount reductions, upward revisions of product quality, etc., will be considered unethical behavior.
- d) If any violation, the service provider may be blacklisted with a prior notice of 15-days as per the desire/demand of the department/HLDB.

### o. Services on Go Live

The bidder will start providing service in the following manner:

Within 30 days of contract signing, 70 Mobile Veterinary Units (35 MVU each firm) will be established as a start and expandable to 225 Mobile Veterinary Units (In equal proportions with mutual consent of each firm).

**Note:** In the event of a dispute, the clauses in this section shall take precedence over clauses mentioned elsewhere in the bid document.

# p. Termination

The contract agreement can be terminated by the DGS&D, Board or the Company by giving a prior notice of one month to the other party. However, in the event of any breach of the agreement at any time on the part of the company, the contract may be terminated summarily by the DGS&D, Managing Director, Haryana Livestock Development Board, Panchkula without any notice or compensation to the contracted company.

#### q. Jurisdiction

All disputes arising out of this tender or the subsequent contract shall be subject to jurisdiction of civil courts in Panchkula only.

(OTHER TERMS & CONDITIONS WILL BE AS PER DNIT & SCHEDULE-"B" ATTACHED)

Deputy Director Supplies & Disposals Department, For & on behalf of Governor of Haryana

Page 27 of 27