



REQUEST FOR PROPOSAL (RFP)

for

Supply of 5.5 lakh doses approximately Sex Sorted Semen for Genetic Improvement of Cattle for the State of Odisha in Phased Manner during the Year 2021-22



**ODISHA LIVESTOCK RESOURCES DEVELOPMENT SOCIETY (OLRDS)
OBPI CAMPUS, SIRIPUR, BHUBANESWAR-751003**

Phone- 0674-2397985

Email: olrdsahd@gmail.com

Web site-www.olrds.nic.in



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FACT SHEETS:

THIS FACT SHEET COMPRISES IMPORTANT FACTUAL DATA ON THE RFP FOR QUICK REFERENCE OF THE BIDDER RELATING TO SUPPLY OF 5.5 lakh doses approximately Sex Sorted Semen for genetic improvement of Cattle for the State of Odisha in phased manner during the year 2021-22.

Clause Reference	Topic
Method of Selection	Least price method shall be used to select the Agency for supplying the Sex sorted semen. In this regard, it is pertinent to mention here that the EOI was called for by this organization for the above purpose vide EOI No.01 dated 05.05.2021. In this response all the participating bidders have been evaluated on the basis of pre-qualification criteria. Technical evaluation has been done for only those bidders who satisfied all the pre-qualification criteria. Price bid of only those bidders shall be opened who qualify in Technical Bid. Technically qualified bidder, who quotes the least price, will be selected as supplying firm for the assignment.
RFP document	RFP can be downloaded from www.olrds.nic.in , www.dahvsorissa.nic.in
Earnest Money Deposit (EMD)	The interested bidder has to provide a "BID SECURITY DECLARATION "in lieu of bid security with stipulation that if they withdraw or modify the bids during period of validity etc., they will be suspended for the time specified in the bid documents as per the prevailing Odisha General Financial Rules vide F.D. Notification no.8943/F Dt.18.03.2021 and corrigendum No.11858/F Dt.18.04.2021.
Scope of Work	Selected supplier Agency is expected to supply Sex sorted semen for genetic improvement of cattle for the State of Odisha in phased manner during the year 2021-22/ during the bid validity period.
Project Timeline	For the year 2021-22
Language of Bid	The proposal should be prepared by the Bidder in English language only.
Currency of the Bid	The currency of bid amount & taxes will be in Indian Rupees. The taxes as appropriate & applicable would be paid at the prevalent rates.



Performance security

- 1) Performance Security @ 3% of LOI (Letter of Indent) value is to be submitted by the successful bidders as per the prevailing Odisha General Financial Rules vide F.D. Notification no.8952/F Dt.18.03.2021 in the form of account payee Demand Draft drawn in favour of **CEO, OLRDS, Bhubaneswar** or as Performance Bank Guarantee given in Appendix- II with validity for a period of **24 months**. The performance security will be refunded to the concerned agency after 24 months without any interest subject to satisfactory completion of the scope of work as per EOI / RFP document.
- 2) In the event of any failure / default of the successful bidder with or without any quantifiable loss to the Govt., the performance security is liable to be forfeited.
- 3) The penalties to be imposed on the bidder at any stage which will be decided on the basis of the violation of bid conditions specifically mentioned in the EOI leading to forfeiture of performance security or leading to imposition of any such other penalty by the RFP inviting Authority.
- 4) Agreement shall be executed on confirmation of the Performance Bank Guarantee from the Concerned Bank.

Validity Period

Proposals/ Bids must remain valid minimum for one year from date of agreement or supply of 5.5 lakh doses of sex sorted semen whichever is earlier.

Bid to be Submitted to

The proposal must be submitted to:
The CEO OLRDS,
OBPI CAMPUS, SIRIPUR, BHUBANESWAR-751003
Phone- 0674-2397985
Email:olrdsahd@gmail.com



1. Submission of Proposals

As the bidders have already submitted the Technical Bid and Price Bid during submission of the EOI document & during supply of sex sorted semen Test doses, they have to submit the other document with their consent.

- a) The outer envelope thus prepared shall also indicate clearly the name, address, telephone number, e-mail ID and fax number of the bidder.
- b) All the pages of the RFP paper must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of bid.
- c) The original document shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be signed by the person (or persons) who sign(s) the RFP paper.
- d) All pages of the RFP shall be signed and stamped by the person or persons who sign the bid.

1.1 Authentication of Bids

The RFP paper shall be accompanied by a power-of-attorney in the name of the signatory of the proposal who can bind for the Firm / Company.

1.2 Preparation and Submission of RFP Paper

2. Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions / presentations, preparation of RFP paper, in providing any additional information required by the OLRDS to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. The CEO OLRDS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.1 Language

The Proposal shall be filled by the Bidder in English language only. If any supporting documents submitted are in any language



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other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

2.2 Venue & Deadline for Submission of RFP Paper

Proposals, in its complete form in all respects as specified in the RFP paper, must be submitted on or before the last date and time of submission of bid as mentioned on the cover page of the RFP paper at the address specified below through Registered Post / Speed Post / Courier Service/ by hand. No other way of submission of RFP paper shall be considered. The CEO OLRDS shall not be responsible for any postal/ Courier Service delay.

The RFP along with documents may be submitted to:

**Odisha Livestock Resources Development Society (OLRDS)
OBPI Campus, Siripur, Bhubaneswar-751003, Odisha**

2.3 Late submission of RFP

- 2.3.1 RFP received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- 2.3.2 The RFP submitted by fax / e-mail etc. will not be considered.
- 2.3.3 CEO, OLRDS shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on the subject will be entertained.
- 2.3.4 CEO, OLRDS reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments. Such amendments shall be hosted in the OLRDS website and will be published in the same newspaper in which the RFP call notice is published- to be decided by OLRDS.

3. Evaluation Process

- 3.1 The technical committee under the Chairmanship of Director, AH & VS with following members will evaluate the responses of the bidders & the price bid
- i. F-A-cum- Special Secretary, F&ARD Department- Member
 - ii. Additional Director (Planning), DAH&VS- Member
 - iii. Additional Director (Livestock Development) - Member
 - iv. Additional Director (Disease Control), DAH&VS- Member



- v. Joint Director, FSB, Cuttack, DAH&VS- Member
 - vi. Joint Director, VOTI, Bhubaneswar- Member
 - vii. Dr Nigam Nayak, Specialist, OLRDS- Member
- 3.2 The Evaluation Committee constituted for EOI Evaluation shall evaluate the RFP papers and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence as specified in clause – 5.1 of RFP paper may lead to rejection.
- 3.3 The decision of the Committee in the evaluation of RFP papers shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- 3.4 The Committee may ask for meetings with the Bidders to seek clarifications on their proposals
- 3.5 The Committee reserves the right to reject any or all proposals on the basis of any deviations.
- 3.6 Each of the RFP paper shall be evaluated as per the criteria and requirements specified in this RFP paper.

4. RFP Opening

The last date of receipt of RFP is: **15.11.2021 up to 5 P.M.** The Financial bids will be opened on **16.11.2021 at 11.30 A.M.** in the presence of the Bidders OR their authorized representatives, who may be present at the time of opening. The representatives of The bidders are to carry the identity card OR a letter of authority from the bidders to identify their bonafides for attending the opening of the proposal. The date of opening for Financial Bid will be communicated to the bidders after analyzing the Conception rate of Test AIs conducted using test Sex sorted samples. RFP Validity

The offer submitted by the Bidders shall be valid for minimum period of one year or supply of 5.5 lakh doses of sex sorted semen whichever is earlier.

4.1 RFP Evaluation

- 4.1.1 Initial scrutiny will be held and incomplete details as given below will be treated as non-responsive and liable to be rejected. If RFP papers;
 - 4.1.2 Are not submitted as specified in the RFP document.
 - 4.1.3 Received without the Letter of Authorization (Power of Attorney).
 - 4.1.4 Are found with suppression of details.
 - 4.1.5 With incomplete information, subjective, conditional offers and partial offers deviating from earlier submitted capacity of the firm.



- 4.1.6 Submitted without the documents requested in the checklist.
- 4.1.7 Have non-compliance of any of the clauses stipulated
- 4.1.8 With lesser validity period
- 4.1.9 Received without Bid Security Declaration in Appendix-III.
- 4.1.10 All responsive Bids will be considered for further processing as below :

RFP Committee will make scrutiny of responsive bidders, who comply with all the Terms and Conditions of the RFP. All eligible bids will be considered for further evaluation by the Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

5. Criteria for Evaluation

Proposals for this contract will be assessed in accordance with price quoted by the firm & performance criteria of the bull. However, the decision of the evaluation committee will be final & binding upon the bidders. All bids will primarily be evaluated on the basis of eligibility criteria. The RFP Committee will carry out a detailed evaluation of the financial Proposals, only those who qualifies all eligibility criteria by taking into account the following factors:

- Overall completeness and compliance with the requirement.
- Proposed work-plan which will demonstrate whether the bidder can achieve the performance standards within the time frame described in documents or not.
- Any other relevant factors, if any, or CEO OLRDS deems necessary or prudent to take into consideration.

In order to facilitate the technical proposal evaluation, the technical criteria laid down have been presented in subsequent sections. Bidders qualifying in the technical evaluation will only be considered for further financial bid evaluation. Bids of RFPs which don't possess the minimum specified documents will be considered technically non-responsive and hence debarred from being considered for further evaluation.

5.1. Pre-Qualification Criteria

All bids will primarily be evaluated on the basis of Pre-Qualification Criteria. The Committee will carry out a detailed evaluation of the Proposals, only those who have submitted documents as relevant to the bidder.



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5.2. Financial Evaluation

The bidders qualified in the Technical Bid will be eligible to participate in the Financial Bid. The Bidders quoted lowest price per sex sorted semen straw will be awarded with the Contract.

Arithmetical errors will be rectified on the following basis. Amount mentioned in word will prevail against the figure RFP for in case of any discrepancy in Financial Proposal. Technically qualified bidder quoting the lowest price per sex sorted semen straw for each breed will be declared as preferred bidder.

6. Selection of Semen Supplying Agency

6.1. Award Criteria

CEO OLRDS will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

6.2. Right to Accept Any Proposal and To Reject Any or All Proposal(s)

The CEO OLRDS reserves the right to accept or reject any proposal, and to annul the RFP process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for such action.

6.3. Notification of Award

Prior to the expiration of the validity period, CEO OLRDS will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the RFPing process/ public procurement process has not been completed within the stipulated period, CEO OLRDS may like to request the bidders to extend the validity period of the bid. In such case such extended period shall be accepted as mutually agreed upon.

Upon successful bidder's signing the contract, OLRDS will notify each unsuccessful bidder and return their EMD if any.

6.4. Contract Finalization and Award

CEO OLRDS shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Price Evaluation. On this basis the draft contract agreement would be finalized for award & signing.



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6.5. Signing of Contract

After notification by CEO OLRDS on the successful bidder that its proposal has been accepted, CEO OLRDS shall enter into a contract, incorporating all clauses and the proposal of the bidder between the department and the successful bidder. The Draft Legal Agreement will be provided as a separate document.

6.6. Failure to Agree with the Terms and Conditions of the RFP Paper

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP paper shall constitute sufficient grounds for the annulment of the award, in which event CEO OLRDS may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, CEO OLRDS shall forfeit teEMD if any of the successful bidder.

6.7 Period of Contract:

The period of contract shall be for a period of one year from the date of execution of agreement. The period may be extended for further periods on mutual agreement by both the parties on similar terms and conditions.

7.1. Payment Terms

CEO OLRDS will release the payment to the supplier in three phases. The mode of payment will be as follows.

i. The 1st payment (60% of the supplied semen cost) will be made after – successful evaluation of the quality control test of the semen by Joint Director, FSB, Cuttack in the presence of representative of concerned supplying firm if they wish so.

ii. The 2nd installment of payment (30% of the supplied semen cost) will be made after – successful evaluation of the conception rate utilizing ^{best} 2000 doses of sex sorted semen in field from each lot of total semen straws supplied and taking proportionate no. of straws at random from each category. In case of achievement of 40% conception full 2nd installment will be released. In case of achievement of conception between 30-40% then the payment of this installment will be released on pro rata basis. In case of less than 30% of conception, the firm has to replace the complete doses of sex sorted semen supplied in that particular lot.

iii. The 3rd installment of payment (10% of the supplied semen cost) will be released after evaluation of 90% female calf born out of the AI conducted in above 2000 ^{Hes.} for which conception rate has been evaluated. In case of less than 90% female calf born this installment will be disallowed.



All claims will be submitted to following address:

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The Chief Executive Officer
Odisha Livestock Resources Development Society (OLRDS) OBPI Campus,
Siripur, Bhubaneswar-751003 Email: olrdsahd@gmail.com

7.2 Force Majeure

This clause shall mean and be limited to the following in the execution of the contract placed by the department.

- War / hostilities
- Riot or civil commotion
- Earth Quake, Flood, Tempest, Lightning, pandemic or other natural physical disaster
- Restrictions imposed by the Government or other statutory bodies, which is beyond the control of the contracted, which prevent or delay the execution of the order by the supplier. The supplier shall advise the department in writing the beginning and the end of the above clauses of delay, within 7 days of occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure CEO OLRDS reserves the right to cancel the contract without any obligation to compensate the consultant in any manner for whatsoever reason, subject to the provision of clause mentioned.

7.3 Arbitration

All disputes, differences, claims and demands arising under the contract shall be referred to the CEO OLRDS for final decision and the same shall be binding on all parties. Any other terms and conditions mutually agreed prior to finalization of the order / agreement shall be binding on the Supplier. CEO OLRDS and the approved supplier shall make every effort to resolve amicably through direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute arises between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matter the decision of which is specially provided for by the general conditions, such disputes shall be referred to the Commissioner-Cum-Secretary, F&ARD, Govt. of Odisha. The decision of the Commissioner-Cum-Secretary, F&ARD will be binding on both the parties.

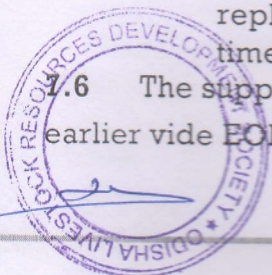
7.4 Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Bhubaneswar courts only.

7.5 Liquidated Damages

The selected supplier must supply the 1st batch of indented semen doses within 30 days of signing the contract. Any delay in supplying the items will invite a penalty @ Rs.500/- for delay per day beyond the stipulated timeline. The same clause is also applicable for delay in replacement of good quality semen straws beyond the stipulated timeline of 30 days.

7.6 The supplier is to adhere to any other conditions as specified in the EOI floated earlier vide EOI No.01 Dated.05.05.2021.



Form 1: Past Assignment Citation Format

RFP No., Date:

I. Client Details

1. Name of the Client:

2. Sector of the Client (Put a tick Mark ,,): a. Govt. in India b. Govt. in Odisha
c. PSU in India d. Others

3. Detail of concerned officer of the client (Name, Designation, Address, Phone, e-mail):

II. Project Detail

4. Name of the Assignment:

5. Purchase Order No & Date

6. Project Start Date:

Completion Date:

7. Total Cost (Excluding Tax in INR):

8. No. of Training imparted to AITs on use of sex Sorted Semen:

9. Implementation of training programme at : a) State Level b) District Level c) Block level

10. Brief details about the past assignment on supply of SSS :

Signature of witness

Signature of the Bidder

Date:

Date:

Place

Place:

Company Seal



Form 2: Affidavit of not be under Ineligibility

Before the Executive Magistrate/ Notary Public Sri _____

AFFIDAVIT

I, Sri / Smt. _____ aged about _____
S/o./D/o./W/o. _____ Proprietor/Partner/ Director
of M/s. _____ At- _____ Po- _____, P.S-
_____, Dist- _____ do hereby solemnly affirm and
state as follows:

- 1) That pursuant to the RFP call notice Dated,.....of CEO,OLRDS for Supply 5.5 lakh doses approximately Sex Sorted Semen for genetic improvement of Cattle for the State of Odisha in phased manner during the year 2021-22, I/my firm/company am/is an intended bidder to participate in the said RFP process.
- 2) That as per terms & conditions of the RFP documents, I am to declare that, I/my firm/company have not been blacklisted by any Central/State Govt. Organization or by any Public Sector undertakings of the State/Central Govt.
- 3) That neither any criminal case nor any vigilance case is pending againstme/my firm/company before any forum.
- 4) That I/my firm/company not have any record of poor performance, abandoned work, having inordinately delayed completion and having faced Commercial failures etc. for any State Government or Government of India organization/department.
- 5) That this affidavit is required to be produced with RFP paper before the CEO,OLRDS. That the facts stated above are true to the best of my knowledge and belief. Identified by me

Deponents

Advocate

The above deponent being present before me & duly identified by Sri..... Advocate states on oath that the facts stated above are true to the best of his/her knowledge.

Deponent

Executive Magistrate/

Notary Public _____

***Strike out whichever is not applicable.**



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Form 3: Approach & Methodology

RFP No., Date:

Describe about Approach, Methodology, Work Planned understanding of the assignment, organization of training programme for AITs in Odia language (the bidder can facilitate the "Training of Trainers" for Veterinarians in English / Hindi, who in turn can train in Odia language to para-vets & other AITs), key Professional of the Bidder, Staff Qualification and competency for the assignment in this form.

Signature of witness

Date:

Place:

Signature of the Bidder

Date:

Place:

Company Seal



Form 4 : Bid Letter

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Location,

Date>

To

CEO, OLRDS Bhubaneswar

Sub: Submission of the financial bid for supply of sex sorted semen.

Dear Sir / Madam,

We, the undersigned, offer to supply of 5.5 lakh doses approximately Sex Sorted Semen for genetic improvement of Cattle for the State of Odisha in phased manner during the year 2021-22 in Odisha in accordance with your Request for Proposal << RFP No. >> dated <<Date>> and our Proposal (Technical and Financial Proposals as per EOI) has been submitted earlier to OLRDS.

1. PRICE AND VALIDITY

All the prices mentioned in our RFP are in accordance with the terms as specified in the RFP documents. All the prices of price bid and other terms and conditions of this Bid are valid for a period -----days from the date of opening of the Bid.

We understand that the actual payment would be made as per the existing tax rates during the time of payment.

2. UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. RFP PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in RFP documents.

4. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders.

In case you require any other further information/documentary proof in this regard before evaluation of our RFP, we agree to furnish the same in time to your satisfaction.

5. BID PRICE

We declare that our Bid Price submitted earlier is for the entire scope of the work as specified in the appropriate section in the RFP. These prices are indicated Commercial Bid attached with our RFP as part of the RFP. 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.

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

We hereby declare that our RFP is made in good faith, without collusion or fraud and the information contained in the RFP is true and correct to the best of our knowledge and belief.

We understand that our RFP is binding on us and that you are not bound to accept a RFP you receive.

Thanking you,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory: -

, Name of Firm:-

, Address:-



Form 5: Financial Proposal

RFP No., Date:.....

All the prices are quoted & submitted to OLRDS earlier as per the format already called for.

GST (... %) will be paid as per the prevailing Government norm.

Signature of witness

Date:

Place:

Signature of the Bidder

Date:

Place:

Company Seal



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Appendix-I: Financial Bid

Form 8: Compliance Sheet for Financial Proposal

RFP No., Date:

Please check whether following have been submitted earlier to OLRDS in the respective covers.

- a. Financial Bid Yes/No
- b. Bid Letter Yes/No

Signature of witness

Date:

Place:

Signature of the Bidder

Date:

Place:

Company Seal



Appendix II: Performance Bank Guarantee

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To

The CEO, OLRDS, Bhubaneswar

Whereas, <<name of the supplier and address>> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <<insert contract no.>> dated <<insert date>> to provide services for <<name of the assignment>> to CEO, OLRDS. (Hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the Bidder shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<name of the bank>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<<insert value>> (Rupees <<insert value in words>> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs.<<insert value>> (Rupees <<insert value in words>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>) Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs<<insert value>> (rupees<<insert value in words>> only).
- II. This bank guarantee shall be valid up-to<<insert expiry date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any partthereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>>) failing which our liability under the guarantee will automatically cease.

Signature of witness

Signature of the Bidder

Signature of the authorised representative of Bank

Date:

Date:

Date:

Place:

Place:

Place:

Company Seal

Bank Seal



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Appendix III: Bid Security Declaration

Signature of witness

Date:

Place:

Signature of the Bidder

Date:

Place:

Company Seal

