

SAMBALPUR MUNICIPAL CORPORATION:SAMBALPUR Odisha - 768001

Phone No. 0663-2411316 / E Mail : sambalpurm.hud@nic.in

Notice No: 14529 /SMC

Date. 09/12/2025

DETAILED TENDER CALL NOTICE

Sealed bid in conformity with the detailed RFP (in single bid system) through online mode at www.tenderodisha.gov.in are invited from experience, financially sound company/trust/society/Ngo/govt owned entity/ individual/ proprietary firm registered under relevant statute for the work details mentioned below:-

Sl no.	Name of work	Contract period	Cost of bid document in Rs.	EMD in Rs.
01	ANIMAL BIRTH CONTROL (ABC) PROGRAMME OF DOGS UNDER JURISDICTION OF SAMBALPUR MUNICIPAL CORPORATION	01 year which will be extended for further 02 years (01 year at a time)		Rs.20,000/- (Rupees twenty thousand)

The details of the bid & bid document can be down loaded from SMC website www.smcsambalpur.nic.in and www.tendersodisha.gov.in from 10.12.2025 from 10.30 AM to 04.01.2026 upto 5.30pm. The filled up bid document will be received up to 04.01.2026 upto 5.30pm, through Online.

A pre-bid meeting shall be held at 17.12.2025 at 4.00pm in the conference hall of SMC for any clarification (if any).

The bid must accompany with the cost of bid document & EMD of required value as specified above through www.tendersodisha.gov.in in favor of Commissioner, Sambalpur Municipal Corporation, failing which the bid shall be out rightly rejected.

The technical bid will be opened on dtd.05.01.2026 at 11.00am and verified in presence of the bidder or their authorized representatives only on dtd. 05.01.2026 at 4.00pm. For representation, the technically qualified bidders shall be intimated.

The authority reserves the right to reject any or all bids without assigning any reasons thereof.

By orders of the Commissioner

Dy. Commissioner, ABC Sambalpur Municipal Corporation

Memo No. 14530 / SMC dtd. 89/12/2025

Copy forwarded to the DM & Collector, Sambalpur for favour of kind information.

Sambalpur Municipal Corporation

Memo no. 14531/SMC date 09/12/2025

Copy to MIS, SMC for upload in SMC website/ Office Notice board of SMC/Collector office/ Sub-Collector, Office/ Sadar Tahasil Office/ Maneswar Tahasil Office/ Dhankauda Block Office/ Maneswar Block Office for wide publication.

RFP Notice No: 14539 / Date: 09/12/2025

REQUEST FOR PROPOSAL



SELECTION OF SUITABLE AGENCY FOR UNDERTAKING THE ANIMAL BIRTH CONTROL (ABC) PROGRAMME OF DOGS UNDER JURISDICTION OF SAMBALPUR MUNICIPAL CORPORATION

SAMBALPUR MUNICIPAL CORPORATION

Durgapali, Sambalpur-768006, Odisha

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DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and inform action contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any los s, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bi dder or to appoint the selected Agency, as the case maybe, to provide the Services and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

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Sambalpur Municipal Corporation

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A. DATA SHEET

Sl. No.	Particulars	Details
1	Name of the Authority	Commissioner, Sambalpur Municipal Corporation Durgapali, Sambalpur – 768006, Odisha
2	Method of Selection	Highest Technical Score
3	Mode	The bidders must participate in ONLINE bidding only through www.tendersodisha.gov.in . Further details available at www.smcsambalpur.nic.in . Any addendum/corrigendum/cancellation of tender can also be seen on the said website. For queries, contact sambalpum.hud@od.gov.in
4	Proposal Validity	180 days
5	Publication of RFP Notice	09.12.2025
6	Deadline for Submission of Pre- Proposal / Pre-Bid Queries	16.12.2025 upto 5,30pm
7	Pre-bid Meeting date and time	17.12.2025 upto 5.30pm
8	Proposal Submission Last Date	04.01.2026 upto 5.30pm
9	Date of Opening of Technical Proposal	05.01.2026 at 4.00pm
10	Date of Technical Presentation	To be intimated later
11	Bid Processing Fee (Non- Refundable)	₹ 7,080 /- (incl. GST) through online mode on www.tendersodisha.gov.in
12	Earnest Money Deposit (EMD)	₹ 20,000 /- through online mode on www.tendersodisha.gov.in
13	Performance Bank Guarantee (PBG)	₹ 1,00,000 /- (Rupees One Lakh only)
14	Contact Person	Mahabir Prasad Meher, 9776111055
15	Place of Opening of Proposal	OSWAN conference Hall, SMC office, Sambalpur.

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B. INSTRUCTION TO BIDDERS

1. Introduction

SAMBALPUR city has presence of more than 15,000 stray dogs (Approx). In order to control street dog population in SAMBALPUR city, SAMBALPUR Municipal Corporation is taking steps for mass sterilization of the stray dogs through Animal Birth Control (ABC) program in decentralized manner either in package area or in concerned zone wise in collaboration with F & ARD Department, Govt. of Odisha. Keeping in view the increased urbanization and proportionate increase in stray dogs, it is planned to engage an agency to carry out Animal Birth Control Program efficiently. In this context, SMC invites Request for Proposal (RFP) from interested agencies to undertake Animal Birth Control (ABC) program i.e., either in package area or in the concerned zone of SMC, The schedule and location for ABC program will be communicated separately after selection of successful agency.

2. Eligibility Criteria

1. Consortium/ JV firms are not allowed for participation in this RFP.

II. Prior to the evaluation of the Qualification Proposals, each Bidder's Eligibility Proposal will be assessed based on the following Eligibility Criteria (Eligibility Criteria). Each Bidder is required to provide copies of the following supporting documents/information as part of its Eligibility Proposal failing which the Proposal will be rejected.

SI No.	Description	Supporting Document
1	The applicant must be an NGO/ Society/ Trust/ Animal Welfare Organization and must be registered under relevant Act / Rule in India [Copy of Incorporation/ Registration Certificate to be enclosed).	Documentary evidence shall have to be submitted along with the Proposal
2	The applicant must be recognized by the Animal Welfare Board of India (AWBI) and must have registration certificate of AWBI.	Documentary evidence shall have to be submitted along with the Proposal
3	The applicant must have conducted minimum 2 Animal Welfare activities under Govt./PSU/ any Govt, urban local bodies supported schemes/projects in India in the last Five years from date of issue of this RFP.	Experience certificate/ must be provided. (Copies of Work Orders/ Completion Certificates/ CA Certificate or any other relevant documents are to be submitted for verification). Form TECH -5
4	The applicant should have minimum annual turnover of Rs. 10.00 Lakhs/- during any of the FY 2021 -2022, FY 2022 -23 and FY 2023 -24. (Turnover certificate duly certified by CA and copies of ITR, Balance Sheet and Profit & Loss Account Statement to be submitted)	Statutory Auditor certificate along with Balance Sheet and Profit & Loss Statement as per Form TECH -3

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5	The bidder should not have been debarred/ blacklisted by the Govt./any Govt. undertaking bodies, and the applicant or any of its staff member/employee should not have any litigation in any of the Court(s)/Police Station in India.	appropriate value
6	The applicant shall submit the attested copy of the Registration Certificate issued by Veterinary Council of India/ State Veterinary Council, for each Veterinary Doctor, who shall be deployed on particular project. Applicant shall also submit a copy of experience certificate issued by Government Authority and at least one Veterinarian proposed to be deployed by the applicant shall have a total experience of having conducted at least two thousand (2000) Animal Birth Control Surgeries anywhere in India.	Documentary evidence shall have to be submitted along with the Proposal. (CV of the Doctor shall have submitted along with Proposal)
7	A Bidder shall not have a Conflict of Interest. A Bidder shall be considered to have a Conflict of Interest if any of the conditions set out in Clause 18 of this RFP apply to the Bidder.	Self-Declaration from the Bidder as per Form TECH -6

3. Format and Signing of proposal

- a) The proposal shall be submitted in one partile, Technical Proposal
- b) The proposals shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized by the bidder.
- c) Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the Proposal prior to submission of the Proposal.

4. Submission of Proposals Packing, Sealing and Marking of Proposals

- a) The bidders shall submit their proposals only through online bidding process from www.tendersodisha.gov.in on or before the last date and time of submission of proposal mentioned above.
- b) Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- c) The pages of each part of the bid documents/proposal shall be clearly numbered and stamped and the contents duly indexed.
- d) Telex, Cable or facsimile Proposals will be rejected

5. Number of RFP/ Single Application Eligibility:

Each bidder is eligible to submit only one application. It is imperative that bidder carefully review and consolidate all relevant information and details into a single, comprehensive proposal. Multiple proposals from the same bidder shall be rejected.

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6. RFP Document Fee

The proposal, complete in all respect as specified in the RFP Document, must be accompanied with a Non - refundable amount of Rs.7,080/ - (Rupees Seven thousand Eighty only) towards Bid Processing Fee through online mode of www.tendersodisha.gov.in

7. Earnest Money Deposit/ Bid Security:

The Bidder shall furnish as part of its Proposal, a bid security of Rs.20,000/ - (Rupees Twenty Thousand only) through online mode of www.tendersodisha.gov.in, returnable not later than 360 days from Proposal Due Date. In the event that the first ranked Bidder commences the assignment, the second ranked Bidder, whose proposal has been kept in reserve, shall be returned forthwith, but in no case not later than 360.

In case successful bidder is announced, the Bid Security of all unsuccessful bidders shall be returned, while the Bid Security of the successful bidder shall continue to be effective until the successful bidder furnishes the Performance Bank Guarantee (as per the provisions of this RFP). The Bid Security shall be forfeited if (a) a successful bidder fails to sign the Agreement for whatever reason, or (b) the bidder withdraws the tender during the validity period of tender.

8. Validity of Proposal

Proposals shall remain valid for a period of 180 (One hundred and eighty) days from the date of opening of the technical proposal. The Authority reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

9. Documents accompanying the Proposal:

Technical Proposal

The bidder must submit the following particulars / documents along with the Technical Proposal failing which the Proposal may be treated as non-responsive.

- a) Copy of Agency's incorporation certificate and AWBI registration Certificate
- b) Certificate of Incorporation, Copy of PAN & GST Registration
- c) Filled in Bid Submission Check List in Original (Annexure -I)
- d) Covering letter (TECH 1) on Bidder's letterhead.
- e) Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- f) General Details of the Bidder (TECH 2)
- g) Financial Capacity of the Bidder (TECH 3)
- h) Power of Attorney (TECH 4) in favour of the person signing the Proposal on behalf of the Bidder.
- i) Project Experience of the bidder (TECH 5)

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- j) Undertaking regarding Conflict of Interest (TECH 6)
- k) Undertaking for Non -Blacklisting (TECH -7)
- Valid Veterinary Council of India/State Veterinary Council Registration certificate of the Veterinary Doctors.
- m) Undertaking on judicial proceedings and/or criminal offences on the Bidder's letterhead.
- n) Undertaking on failure to perform, expulsion from the project or termination of contract on the Bidder's letterhead.
- o) RFP Document duly signed by Bidder's Authorized Signatory.

Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non -submission of required documents as listed above may lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP Document. The proposal must be complete in all respect and indexed. Each page should be numbered and signed by the authorized representative.

10. Deadline for submission of Proposals

Proposals filled in all respect must reach SMC through online mode only through www.tendersodisha.gov.in.

11. Late Proposals

Proposals received after the deadline for submission of Proposals prescribed by SMC will be rejected.

12. Modifications and Withdrawal of Proposals

No modifications to the Proposal shall be allowed once it is received by SMC.

13. Pre-Bid Meeting

A pre-bid meeting as per the Bidding Schedule will be conducted at the SMC Office, 1st floor OSWAN Floor Conference Hall, Durgapali, Sambalpur. Bidder should submit their pre-bid queries at least one day prior to pre-bid meeting date. The same may be mailed to sambalpurm.hud@od.gov.in.

14. Proposal Opening

SMC will open all Proposals in the presence of Bidders or their authorized representatives who choose to attend, at the date and time mentioned and in the following location .

1st Floor OSWAN Conference Hall

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Durgapali, Odisha, India.

The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Proposal opening being declared a holiday for SMC, Proposals shall be opened at the appointed time and location on the next working day.

15. Bid Evaluation Methodology:

The technical proposals shall be evaluated in 2 (two) steps as explained below:

- (a) The Bid Document Fee and Bid security declaration form shall be checked. Proposals without the appropriate Bid Document Fee and EMD/ Bid Security from shall be considered non - responsive and shall be rejected out rightly.
- (b) Then the Eligibility Criteria of the Applicant shall be checked. The Technical Proposal of those Applicants who are meeting the Eligibility Criteria shall be considered for Technical Evaluation. The Proposals not meeting the Eligibility Criteria, as per Clause 2 of Section -B, shall be considered non-responsive and shall be rejected.
- (c) Bidders fulfilling the Eligibility Criteria shall be eligible for further detail technical evaluation where marks shall be awarded based on the following Parameter tabulated below:

Evaluation Parameter	Evaluation Criteria / Scoring Details	Maximum
Animal Welfare Activities	The applicant must have conducted minimum 2 Animal Welfare activities under Govt./PSU/any Govt. bodies/urban local bodies-supported schemes/projects in India in the last three years from the date of issue of this RFP.	Marks 30
	For minimum 2 nos – 20 Marks	
	For each additional Animal Welfare Activity – 5 Marks each, subject to maximum 10 marks.	
Annual Turnover	The applicant should have minimum annual turnover of ₹10.00 lakhs during any of FY 2021–22, FY 2022–23 or FY 2023–24.	30
	• ₹10.00 lakhs to upto 15.00 lakhs - 10 Marks	
	above ₹15.00 lakhs to upto-20.00 lakhs - 15 Marks	
	above ₹20.00 lakhs to upto 25.00 lakhs - 20 Marks	
	above ₹25.00 lakhs to upto 30.00 lakhs - 25 Marks	
	Above ₹30.00 lakhs = 30 Marks	
Experience in ABC Surgeries	The agency must have conducted at least 2000 Animal Birth Control (ABC) surgeries anywhere in India.	10
	Parameter Animal Welfare Activities Annual Turnover Experience in ABC	Animal Welfare Activities The applicant must have conducted minimum 2 Animal Welfare activities under Govt./PSU/any Govt. hodies/urban local bodies-supported schemes/projects in India in the last three years from the date of issue of this RFP. • For minimum 2 nos − 20 Marks • For each additional Animal Welfare Activity − 5 Marks each, subject to maximum 10 marks. Annual Turnover The applicant should have minimum annual turnover of ₹10.00 lakhs during any of FY 2021−22, FY 2022−23 or FY 2023−24. • ₹10.00 lakhs to upto 15.00 lakhs − 10 Marks • above ₹15.00 lakhs to upto −20.00 lakhs − 15 Marks • above ₹25.00 lakhs to upto 25.00 lakhs − 20 Marks • above ₹25.00 lakhs to upto 30.00 lakhs − 25 Marks • Above ₹30.00 lakhs + 30 Marks Experience in ABC The applicant must have conducted at least 2000 Animal Birth Control (ABC) surgeries anywhere in India

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		Fulfilling basic requirement - 7 Marks	
		For every additional 100 ABC surgeries beyond 2000 +1 extra Mark each (maximum 10 Marks)will awarded	
4	Presentation on Approach	The presentation (PowerPoint format) to SMC shall include:	30
	& Methodology	Understanding of scope of work, best practices, and previous project learning 10 Marks	
		Approach & methodology to be adopted – 10 Marks	
		Innovative ideas for monitoring of ABC program – 10 Marks	
	Total Marks	_	100

(d) Technical scores shall be calculated for bidders after the presentation to be made by them. The marks for presentation shall be awarded by the Committee constituted by SMC and the average of marks awarded by each committee member shall be taken into consideration as the marks for Presentation.

(e) Bidders shall have to score minimum 60 marks out of 100 marks for qualifying the Technical Proposal.

16. Final Evaluation and Selection of Applicant:

Applicant who scores minimum 60 marks out of 100 marks in technical proposal, then their proposals will be ranked according to their Technical score. The Selected Applicant shall be the First Ranked Applicant (having the highest technical score). The highest ranked bidder with the highest marks obtained in technical proposal shall be awarded with the assignment. The Second and third Ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in the RFP document.

17. Performance Security and Agreement:

SMC shall issue a letter of award (LoA) along with the Draft Contract Agreement to the selected Bidder within 10 days from the opening of the proposals. Within 10 days of such issuance, the selected firm is required to submit a Performance Security in the form of Bank Guarantee for an amount of Rs.1,00,000/ - (One Lakh only) and enter into the contract agreement with SMC. The format of the Bank Guarantee for Performance Security will be provided by SMC to the successful bidder, or the successful bidder may submit it in the standard format prescribed by any Nationalized or Scheduled Bank in India.

18. Right to Accept or Reject

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Dy. Commissioner Sambalpur Municipal CommeSMC reserves the rig ht, without any obligation or liability, to accept or reject any or all the proposals at any stage of the process, to cancel or modify the process or any part thereof or to vary any or the term and condition at any time, without assigning any reason whatsoever.

19. Conflict of Interest

There will be no conflict of interest of this assignment with any other assignment or transaction contracted by SMC with the selected firm.

20. Liability

The Liability of the selected agency under this agreement in any case shall not be beyond the amount of fees payable to the selected agency under this agreement.

21. Indemnity

The Agency at all times during the pendency of this agreement, keep the Government/ Authority Indemnified for any loss or damages suffered by the Authority/Government due to its work.

22. Law Governing the Contract:

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law,

23. Language:

All communications between the Agency and the Authority shall be done in English language only.

24. Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed as indicated in the agreement.

25. Commencement of Work

The successful agency (with valid PRC from AWBI) must enter into the agreement within one month of the Work Order being issued, and shall begin the Animal Birth Control (ABC) work on the next day after signing the agreement.

26. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between SMC and Agency.

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27. Force Majeure

- a) The terms and conditions mutually agreed upon this CONTRACT shall be subject to Force Majeure.
- b) Neither Sambalpur Municipal Corporation nor the Agency shall be considered in default in the performance of its obligations hereunder for such period, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, general strike, epidemic, accident, fire, wind, flood, earthquake or because of any law or order proclamation, regulation or ordinance by any Government or of any sub division thereof or an order by Court of Law, any act of God and State or any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected.
- c) Should one or both the PARTIES be prevented from fulfilling their contractual obligations by a state of Force Majeure lasting continuously for a period of one month, the parties shall consult with each other regarding future implications of the CONTRACT.
- d) In the event of Force Majeure both parties shall put in their best efforts towards resumption of the works at the earliest and shall put in their best efforts towards mitigating the costs incurred by the other party.

28. Termination

SMC may terminate this Contract, by not less than forty five (45) days written notice of termination to the Agency to be given after the occurrence of any of the events specified in paragraphs a, b & c.

- a. If the Agency do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing.
- b. If, as the result of Force Majeure, the Agency is unable to perform work entrusted for a period of not less than thirty (30) days. d. If the Agency is found to guilty under the following instances:

i. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

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ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borro wer of the benefits of free and open competition.

29. Termination of Contract

Either party can terminate the agreement by giving 45 days prior written notice.

30. Dispute Resolution

- a. If any dispute arises between parties in relation to this agreement, then it shall in the first instance be attempted to be resolved amicably by meetings between the parties.
- In case of any dispute not amicably settled, the matter to be referred to the Commissioner of the Sambalpur Municipal Corporation, whose decision shall be final and binding on both sides.
- All legal disputes are subject to the jurisdiction of SAMBALPUR courts only.

C. TERMS OF REFERENCE

1. Objective:

An objective of the project is to undertake the implementation of ABC program in compliances with the Animal Birth Control (Dogs) Rules 2023 and thereafter any other rules /laws/guidelines issued by Government of India/Odisha or directions/judgments given or passes by any Courts applicable to this work.

2. Definition:

Animal Welfare Activity: Under this RFP, the Animal Welfare activity includes the activities of conducting animal rescue/Animal Helpline (AHL) program, ABC program, conducting vaccination program of animals and other activities as directed by the

3. Duration of the Contract

Contract shall be for a period of 1 year from the date of signing of the contract with SMC. The contract can be renewed for a period of 1 years at a time up to 2 year after completion of initial contract period of 1 year on mutually agreed terms and conditions and subject to satisfactory performance of the Agency. The renewal of contract is at discretion of SMC.

4. Scope of Work

The successful Agency shall be required to perform the following tasks in the interest of protecting the health, safety, and convenience of the citizens and in compliances with the Animal Birth Control (Dogs) Rules 2023 and thereafter any other rules /laws/guidelines

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issued by Government of India/State or directions/judgments given or passes by any Courts applicable to this work.

- i. The successful Agency shall conduct ABC program in the existing veterinary hospital at Burla of SMC, SAMBALPUR. The ABC centre in existing veterinary hospital campus has facilities of operation theatre and post-operative care/observation facilities of having capacity of 40 kennels and it will be upgraded to 100 for better supervision of ABC programme.
- The successful Agency shall obey the SOP laid down by AWBI and its activities will be supervised by Sambalpur Municipal Corporation (SMC).
- iii. The successful agency shall establish an office within the SAMBALPUR area to ensure smooth contact and effective communication.
- iv. The successful Agency shall catch the stray dogs, implement the Animal Birth Control Program which involves sterilizing male and female stray dogs and also take up immunization & de-worming of the dogs and release them back to the same area from where they are caught as per the rules laid down in ABC (Dogs) Rules 2023/SOP dated.10.03.2023 (Published in Official Gazette) prepared by AWBI.
- v. Before the street dogs are captured in any locality, the representative of the local authority or of the Animal Welfare Organization shall put up banners or public notices making announcement informing residents that animals shall be captured from the area for the purpose of sterilization and immunization and will be released in the same area after sterilization and immunization.
- vi. The selected agency shall do announcement and may also briefly educate the residents of the area about the animal birth control programme and solicit the support of all the residents reassuring them that the local authority is taking adequate steps for their safety and the safety of the animals and such outreach efforts shall be instituted at each Animal Birth Control Center as well.
- vii. The capturing of the animals shall be done by using humane methods such as net catching or hand catching or any other manner that is less irksome to the animal and use of tongs or wires for catching dogs shall be strictly prohibited.
- viii. Street dogs under the age of six month shall not be captured for and undergo sterilization and female animals with puppies shall not be captured for sterilization till their litter is two months of age.
- ix. Dogs from the same family or social group may be kept one single kennel. Male and female dogs must be housed separately and the dogs shall be kept in quarantine kennels for twelve hours before surgery, without food or water.
- Euthanize the stray dogs, which are sick, rabid and rogue, by putting them to sleep in a humane manner.
- xi. A 'V' shaped notch shall be made on the right ear of each dog during sterilization surgery and such clipping of the ear helps in identification of the d og as sterilized and immunized, once it is back on the street and branding of dogs shall not be permitted.

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- xii. The successful Agency shall carry out stray dog census in different wards of SMC limit as per the rules laid down in ABC (Dogs) Rules 2023/SoP prepared by State Animal Welfare Board of Odisha/ AWBI's guideline.
- xiii. The successful Agency shall be required to engage required experienced manpower such as drivers for Dog Catching vehicles /Vans, dog catchers /handlers , paravets, other supporting staffs, veterinary doctors/surgeons to carry out sterilization and vaccination required for carrying out the ABC program.
- xiv. The successful Agency Shall Provide Required no of Van's With Necessary modification for safe handling and transportation of Dogs (As per Transport of Animal Rule 1978).
- xv. During sterilization and surgery, the Agency shall ensure the administration of appropriate anesthesia to each dog, following standard veterinary protocols. The type and dosage of anesthesia used shall be recorded and documented for each procedure to ensure the safety and well-being of the animals.
- xvi. The successful Agency shall undertake and bear the expenses towards pre-operative care including medicines and feeding, surgery and post operative care including medicines and feedings. After recovering from the surgery, the dogs shall be kept in kennels for at least four days after the Sterilisation for post-operative care and adequate and healthy food twice a day and potable drinking water at all times shall be provided to each dog. Male and female dogs should be housed separately.
- xvii. The successful Agency shall bear all the expenditure inclusive of taxes if any to conduct the ABC program including rent of dog catching vehicles, medicine, feeds and surgical materials expenses, staffs' salaries, lodging & food for its staffs, fuel expense, expenses toward other consumable materials etc. for undertaking ABC program.
- xviii. The dogs shall be released at the same place or locality from where they were captured. The date, time, and place of their release shall be duly recorded after ensuring their complete recovery. A representative from the respective authority shall accompany the SMC team at the time of release. Additionally, the Agency shall deploy a suitable application for geo -tagging the locations of the dogs during both capture and release."
- xix. The successful Agency shall inform and obtain the permission from SMC in advance regarding schedule of catching and sterilizing of stray dogs.

5. General Conditions

- The personnel deployed shall be the employees of the Successful Agency and all statutory liabilities will be paid by the Successful Agency such as ESI, EPF, Workmen's Compensation Act etc.
- The persons deployed by the Successful Agency should be properly trained, have requisite experience and skills to undertake job as mentioned in the RFP.

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- The Agency shall have its own Establishment/Set up/Mechanism to provide training of personnel to ensure correct and satisfactory performance of his/her duties and responsibilities under the contract
- The Agency at their end should ensure the Health and Safety measures of the staffs as deputed for the works
- The Agency shall engage only such personnel, whose antecedents and health have been thoroughly verified including character and police verification and other formalities. The Agency shall be fully responsible for the conduct of their staff.
- The Agency at all times should indemnify the contracting Authority against all claims, damages or compensation under the provisions of payment of wages Act; Minimum Wages Act; Employer's Liability Act, the Workmen Compensation Act; Industrial Disputes Act, Maternity Benefit Act, or any modification thereof or any other law relating thereof, and rules made hereunder from time to time. Contracting authority will not own any responsibility in this regard. Agency shall have to ensure the payment of minimum wages across all categories of skilled/semiskilled/unskilled manpower as per latest notification of the State Government.
- The staff to be deployed through the Agency in the ABC Centre shall not claim any benefit, compensation, absorption, or regularization of their services in the State Govt./SMC establishment either under the provision of Industrial Disputes Act. or Contract Labour (Regulation & Abolition) Act. The Agency should have to obtain an undertaking from the deployed persons to the effect that the deployed person is the employee of the Agency and shall submit the said undertaking to the Contracting Authority.
- All liabilities arising out of accident or death of the personnel provided by the Agency while on duty shall be borne by the Agency
- Adequate supervision will be provided to ensure correct & effective performance
 of the services in accordance with the prevailing assignment and instructions
 agreed upon between the two parties.
- The Agency and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the areas of the ABC premises.
- The Agency shall be responsible to protect all properties and equipment of the clinical facility entrusted to it, if any.
- Any damage or loss caused by Agency's persons in whatever form, would be recovered from the Agency.
- In the event of any breach/violation or contravention of any terms and conditions contained herein by the Agency, the performance security deposit of the Agency shall be forfeited.
- Any liability arising out of any litigation (including those in consumer courts) due to any act of Agency's personnel shall be directly borne by the Agency including all expenses/fines. The concerned Agency's personnel shall attend the court as and when required.
- The staffs engaged by the Agency shall not take part in any staff union and association activities.

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- The Contracting Authority shall not be responsible for providing residential accommodation to any of the deployed personnel of the Agency.
- If as a result of post payment audit any overpayment is detected in respect of any
 work done by the Agency or alleged to have been done by the Agency under the
 tender, it shall be recovered by the authority from the Agency. If any
 underpayment is discovered, the amount shall be duly paid to the Agency by the
 authority.
- All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the SMC. The Agency and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them and shall not knowingly lend to any person or company any of the effects or assets of the shelter, under its control.
- The Agency shall not assign or sublet this Agreement or any part thereof to any third party.
- The Agency shall ensure that the person deployed are disciplined and shall enforce prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering and shall not engage in gambling or any immoral act.
- In case, SMC decides to replace any Staff as deployed by the Agency, then the Agency shall have to replace the same with equal or higher qualified within a maximum period of 15 days from the date of replacement notice/communication issued by SMC. Similarly, in case any Staff wishes to resign from the prevailing assignment, then he/she must be liable to serve 15 days' notice period from date of his/her resignation, and the Agency shall have to provide the equal or higher qualified key professional staff within a maximum period of 15 days from the date of his/her resignation. In such above cases, if Agency fails to replace or provide Staff within a maximum period of 15 days from date of his/her replacement notice or resignation notice, then penalty at the rate of Rs.2000/ per day of delay shall be levied by SMC subject to maximum 30 days of delay and there after the Agency shall be deemed to be default/failure in execution of the contractual assignment. In the event of default / failure by the Agency in providing Services, SMC reserves the right to forfeit the Performance Security.
- In case the agency is in breach of ABC(Dogs) rules/ guidelines or applicable law prevalent for ABC program/ SoP as prepared by State Animal Welfare Board of Odisha then in such case SMC shall levy a penalty of Rs. 5000/ - per case or incident.
- Agency shall have to perform sterilization of minimum 500 dogs per month at
 existing ABC centre and it is utmost responsibility of the Agency to ensure the
 meeting of aforementioned target on monthly basis. In case, the Agency will not
 meet the aforesaid target on monthly basis, then penalty shall be imposed at the
 rate INR 200/- on each shortfall of surgery/sterilization of dogs.
- In the event of any casualty involving a dog in the kennel, either before or after sterilization, the Agency shall provide a detailed post -mortem report along with a proper justification to the SMC. If it is determined that the casualty occurred due to

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- negligence or lack of care on the part of the Agency, the SMC reserves the right to take appropriate disciplinary or legal action against the Agency.
- Counting and Disposal of Reproductive Organs: The reproductive organs removed from male and female dogs during sterilization shall be stored in a 10% formal dehyde solution at the Animal Birth Control (ABC) Center, in compliance with the rules specified under Point 17 of the Department of Animal Husbandry and Dairy notification dated 10th March 2023. The storage, counting, and disposal of these organs shall be conducted as per the guidelines and procedures outlined in the notification.
- The ABC Monitoring Committee which has been constituted shall oversee the implementation of the ABC program. The monitoring of implementation of ABC program shall be carried out as per Standard Operating Procedure (SoP) issued by State Animal Welfare Board of Odisha or any SOP as issued by the SMC.
- The successful Agency shall keep and update the records as per the (SoP) issued

6. SMC Responsibility

- SMC shall assist the Agency in getting ID cards, duly signed by Municipal Commissioner or his authorized representative, within stipulated time i.e., within 7 days of the signing of the contract.
- SMC shall make available all rules and regulation including SoP prepared by State Animal Welfare Board of Odisha
- SMC shall make a fixed payment of Rs. 1650/ per Dog to carry out the Animal Birth Control Program to the Successful Agency as per the scope of work laid down herein RFP. Break -up of the same is as hereunder: -
 - Dog catching and admission to the ABC center and relocation to areas from where captured: - Rs.200/ - per Dog
 - Pre-operation care including medicines and feedings, surgery and postoperative care including medicines and feedings: Rs. 1450/- per Dog.

7. Payment Terms

- The Successful Agency shall raise invoice monthly. The invoice along with supporting documents must be verified and certified by SDVO -SMC and Officer in charge of SMC, Nodal Officer -ABC Program for reimbursement of expenses incurred. No GST shall be paid towards these expenses.
- Then, the invoice is to be submitted to the office of the Deputy Commissioner (ABC).
 The payment will be released to the selected Agency after due verification of the
 submitted monthly invoice and supporting documents upon approval of the competent
 authority of SMC.

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- The Agency have to submit the invoices along with supporting documents as mentioned in below by the 7th day of each succeeding month to the office of Deputy Commissioner (ABC), SMC
 - Register book of dog catching & releasing during the month
 - Register book of dog sterilization during the month
 - o Post-operative care records
 - Attendance sheet of engaged manpower
- The charge as quoted by the selected agency shall remain unchanged during the period of contract or in any extended period of contract.

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23 PROPOSAL - STANDARD FORMS

Tech -1 - Cover Letter

(ON BIDDER'S LETTER HEAD)

[Location, Date]

To.

The Commissioner

Sambalpur Municipal Corporation

Durgapali, SAMBALPUR - 768006, Odisha

Sub: Selection of Agency for undertaking the Animal Birth Control program under jurisdiction of SMC.

Dear Sir,

- With reference to your RFP document no. ______, dated ______, I/We, having examined the RFP Documents and understood their contents, hereby submit my/our proposal for the aforesaid Project. The Proposal is unconditional and unqualified.
- 2. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of the Agency for the aforesaid Project, and we certify that all information provided in the proposal and its Annexures along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the proposal are true copies of their respective originals.
- This statement is ma de for the express purpose of our selection as Agency for the execution of the aforesaid Project.
- I shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the BID.
- 5. I acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- 6. I certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have ha d any contract terminated by any public authority for breach on our part.

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7. I declare that:

- a) I have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and Jurisdiction of Sambalpur Municipal Corporation (SMC).
- b) I have not directly or indirectly or through a n agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- c) I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engage d or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
- d) the undertakings given by us along with the Application in response to the RFP for the Project were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I shall continue to abide by them.
- 8. I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
- 9. I/We certify that I/we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 10. I undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
- 11. I further acknowledge and agree that in the event such change in control occurs after signing of the Agreement up to its validity, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
- 12. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

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- 13. In the event of i /wc were declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 14. I have studied all the Bidding Documents carefully and also surveyed the project area. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
- The BID Security & Bid document cost is submitted along with the bid.
- The documents accompanying the Technical Bid, as specified in the RFP, have been submitted in separate files.
- 17. I agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project / Contract is not aw arded to me or our BID is not opened or rejected.
- 18. The BID Price has been quoted by me after taking into consideration all the terms and conditions stated Jurisdiction of Sambalpur Municipal Corporation (SMC). In the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
- 19. I agree and undertake to abide by all the terms and conditions of the RFP document.
- 20. I shall keep this offer valid for 180 (one hundred and eighty) days from the BID Du e Date specified in the RFP.
- 21. I hereby submit our BID for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

In witness thereof, I submit this BID under and in accordance with the terms of the RFP document.

Yours faithfully,

Authorized Signatury with Date and Seal:	
Name and Designation:	
Address of Bidder:	

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TECH -2 Bidder's Organization (General Detail)

SI. No.	Description	Full Details / Format
1	Name of the Bidder	
		Tel:
2	Address for Communication	Fax:
_		Email ID:
3	Name of the Authorized Person	Mobile No.:
	Signing & Submitting the Bid on behalf of the Bidder	Email ID:
4	Registration / Incorporation Details	Registration No.:
_	y morporation betains	Date & Year:
_		Yes / No
5	Local Office in Odisha	If Yes, furnish contact details.
		Amount:
6	Bid Processing Fee Details	Online Reference No.: Date:
		Name of the Bank:
		Amount:
7	EMD Details	Online Reference No.:
	and the second second	Date:
3	PAN Number	Name of the Bank:
		-
)	Goods and Services Tax Identification Number (GSTIN)	
0	Willing to Carry Out Assignment as per Scope of Work of the RFP	YES
1	Willing to Accept All Terms and Conditions as Specified in the RFP	YES

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

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TECH -3 Bidder Organization (Financial Details)

Financial In	Financial Information in INR			
Details	FY 21-22	FY 22-23	FY 23-24	
Average Annual Turnover (in Lakhs).		1146 60	11 23-24	Average

Audited certified financial statements for the last Three FYs (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form).

Filled in information in this format must have to be jointly certified and sealed by the

CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.

Signature and Seal of the Company Auditor with Date in original

Authorized Signatory [In full initials with Date and Seal]:

Communication Address of the Bidder:

[NB: No Scanned Signature will be entertained]

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TECH-4

Format for Power of Attorney

(On Stamp Paper)

Know all men by these presents, We company/firm/trust/organization/agency and address of the irrevocably constitute, nominate, appoint and authorize Mr., presently residing at	he registered office] do hereby / Ms. (name),
AND we hereby agree to ratify and confirm and do her deeds and things done or caused to be done by our said exercise of the powers conferred by this Power of Attorne things done by our said Attorney in exercise of the powers he always be deemed to have been done by us.	Attorney pursuant to and in y and that all acts, deeds and
IN WITNESS WHEREOF WE, THE ABOVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY	NAMED PRINCIPAL HAVE
For	
(Signature, name, designation and address)	
Witnesses:	
1.	
2.	
(Notarized)	
Accepted	
Incommon management	
(Signature) (Name, Title and Address of the Attorney)	
Dec. 25 -524	-2/2
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	Dy-Commissioner Sambalpur Municipal Corporation

TECH -5
(Bidder's Past Experience Details)

S. N	Name of Project	Name of Client with address and contact numbers	Date of Award of Contra ct	Date of completion of assignment (for both completed and ongoing projects)	Perio d of Servic e	Descripti on of project area	Contrac t Value (in INR)	Description of services provided
1	2	3	4	5	6	7	8	9

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

Note: Bidders are requested to furnish the list of assignments of similar nature undertaken during the last 5 Years (preceding the Proposal Due Date) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document and Completion Certificate from the previous Clients need to be furnished along with the above information.

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TECH-6

Information Regarding Any Conflicting Activities and Declaration thereof

Are there any activities carried out by your Agency which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Clause 1, Point (9). If yes, please furnish details of any such activities.

If no, please certify,

IN BIDDER'S LETTER HEAD

I, hereby declare that our Agency _______ as Individual is not indulged in any such activities which can be termed as the conflicting activities as mentioned in Part B: Instructions to the Bidder] under Eligibility Criteria: Clause 2, Point (7).

I, also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the Authority which shall be binding on us.

Authorized Signatory [In full initials with Date and Seal]:

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TECH -7

Undertaking for Non -Blacklisting on Stamp Paper

[On the Stamp Paper of appropriate value in shape of a notarized affidavit]

1/we, hereby undertake that, our organization has not been blacklisted / debarred by any of the Central / State Government Ministry / Department/ Office or by any Public Sector Undertaking (PSUs) and

I/we are not blacklisted by any authority and that no de barment/blacklisting should not have any litigation in any of the Court(s)/Police Station in India subsists as on the Proposal Due Date.

Yours sincerely,

Authorized Signature

[In full and initials]:

Name and Designation of the Signatory:

Name of the Bidder and Address

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Annexure - I

Sl. No.	Description of Document	Submitted (Yes/No)	Page No.
1	Filled-in Bid Submission Check List (Annexure-I)		
2	Covering Letter (TECH-1)		
3	Bid Processing Fee of ₹/- in form of DD/BG		
4	Bid Security / EMD		
5	General Details of the Bidder (TECH-2)		
6	Financial Details of the Bidder (TECH-3)		
7	Power of Attorney (TECH-4) in favour of the person signing the bid on behalf of the bidder		
8	Similar Project Experience of the Bidder (TECH-5)		
9	Self-Declaration on Potential Conflict of Interest (TECH-6)		
10	Undertaking for Non-Blacklisting on Stamp Paper (TECH-7)		
11	Undertaking on judicial proceedings and/or criminal offences on the Bidder's letterhead		
12	Undertaking on failure to perform, expulsion from the project or termination of contract on the Bidder's letterhead		
13	Valid Veterinary Council of India / State Veterinary Council Registration Certificate of the Veterinary Doctors		
14	RFP Document duly signed by Bidder's Authorized Signatory	r 397	

Undertaking:

- All the information have been submitted as per the prescribed format and procedure.
- Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered along with Index Page.
- All pages of the proposal have been sealed and signed by the authorized representative.

Authorized Signatory [In full and initials]:	
Name and Designation with Date and Seal:	

PROCEDURE UNDER E-TENDERING INSTRUCTIONS TO APPLICANTS

DEFINITIONS:

a) Tender portal: The e-Procurement Portal of Government of Odisha introduced for e-Tendering which can accessed https://www.tendersodisha.gov.in .

b) Use of valid Digital Signature Certificate of appropriate class (Class II or class III) issued from registered certifying authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra is mandatory for all users.

c) For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.

Words in capital and not defined in this document shall have the same meaning as in the Request for Proposal ("BID").

1. PARTICIPATION IN BID:

1.1 PORTAL REGISTRATION:

The Contractor/Bidder intending to participate in the bid is required to register in the portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital signature certificate (DSC) to his/her unique Login ID. He / She has to submit the relevant information as asked for about the firm/contractor. The portal registration of the bidder/firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) PAN and (ii) Registration Certificate (RC) / VAT Clearance Certificate (for procurement of goods) /GST Certificate of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ VAT Clearance/GST Certificate. Any change of information by the bidder is to be re authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.

1.2 Any third party/company/person under a service contract for operation of e-Procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement process that are undertaken through the e-Procurement system irrespective of who operates the system.

2. LOGGING TO THE PORTAL:

The Contractor/Bidder is required to type his/her Login ID and password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.

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3. DOWNLOADING OF BID:

The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.

4. CLARIFICATION ON BID:

The bidder may ask question related to tender online in the e-procurement portal within the period of seeking clarification. The Officer inviting the bid /Procurement Officer-Publisher will clarify queries related to the tender.

5. PREPARATION & SUBMISSION OF BID

- Detailed BID may be downloaded from Tender Portal for detail study and preparation of his bid and the Application may be submitted online following the instructions appearing on the screen.
- The following shall be the form of various documents in the Application: II.
- A. Only Electronic Form (to be uploaded on the Tender Portal)
- (a) Power of Attorney for signing the Application
- (b) Technical proposal as per format prescribed in the RFP.
- (C) EMD of Rs.20,000/- (Rupees twenty thousand only) submitted in Online Mode.
- (d) Other documents as per requirement of BID.
- The Applicant shall upload scanned copies of the documents as specified above on the Tender Portal in designated locations of Technical Proposal before 17:00 hours Indian Standard Time on the Application due date i.e. on
- (date to be specified). It may be noted that the scanned copies can be prepared in file format i.e. IV. PDF and/or JEPG only. The Applicants can upload a single file of size of 5 MB only but can upload multiple files.
- The bidder shall log on to the portal with his /her DSC and more to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents,
- Bids cannot be submitted after due date and time. The bids once submitted VI. cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid.
 - The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.
- VII. Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.
- The Bidder should ensure clarity/legibility of the document uploaded by him VIII. to the portal. IX.
- The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender

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- The bidder should check the system generated confirmation statement on the status of the submission.
- XI. The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- XII. The tender inviting officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- XIII. The Bidder is required to upload documents related to his eligibility criteria and qualification information duly filled in.
- XIV. The Bidder will not be able to submit his bid after expire of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.

6. SIGNING OF BID:

The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness /authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false / fabricated / bogus, his EMD/ Bid Security shall stand forfeited & his name shall be recommended for blocking of portal registration and the bidder is liable to be blacklisted.

7. SECURITY OF BID SUBMISSION:

- All bid uploaded by the Bidder to the portal will be encrypted.
- The encrypted Bid can only be decrypted / opened by the authorized openers on or after the due date and time.

8. RESUBMISSION AND WITHDRAWAL OF BIDS:

- Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
- Resubmission of bid shall require uploading of all documents including price bid a fresh.
- III. If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- IV. The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.
- V. The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

9. OPENING OF THE BID:

I. Bid opening date and time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.

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Dy. Commissioner

Samuelph Macistral Corporation

- All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.
- III. The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.
- In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid, the bids will be opened at the appointed time on the next working day.
- V. Combined bid security for more than one work is not acceptable.

10. EVALUATION OF BIDS:

- All the opened bids shall be downloaded and printed for taking up evaluation.
- The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that "the documents as available in the portal containing--- nos of pages".
- III. The bidder may be asked in writing/ online to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The officer inviting tender may ask for any other document of historical nature during Technical evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the Bidder's price bid. Non submission of legible documents may render the bid non-responsive.
- iV. The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
- V. The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.
- VI. The Procurement Officer-Evaluators; will evaluate bid and finalize list of responsive bidders.
- VII. Applicant who scores minimum 60 marks out of 100 marks in technical proposal, then their proposals will be ranked according to their Technical score. The Selected Applicant shall be the First Ranked Applicant (having the highest technical score). The highest ranked bidder with the highest marks obtained in technical proposal shall be awarded with the assignment. The Second and third Ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in the RFP document.

DISCLAIMER

The Applicant must read all the instructions in the BID and submit the same accordingly.

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Dy. Commissioner Sambalpur Municipal Corporation のでは、日本のでは