



OFFICE OF THE ROURKELA MUNICIPAL CORPORATION
UDITNAGAR, ROURKELA, ODISHA-769012
E-mail ID: rourkelamunicipality@gmail.com

Tender Notice No. 8069

Date. 25.06.21

Tender Call Notice for Stray Cattle Management
under Rourkela Municipal Corporation

Commissioner, Rourkela Municipal Corporation, Rourkela invites Tenders from reputed, well established, experienced, financially sound and registered Agencies/ Firms/ NGOs/ CBOs/ Trusts for Stray Cattle Management in the City. The details of the tender paper can be downloaded from RMC website: www.rmc.nic.in. The interested bidder should submit the complete tender in the sealed cover addressed to **Commissioner, Rourkela Municipal Corporation, Uditnagar, Rourkela-769012 (Odisha)** super scribing as "**Tender for Stray Cattle Management under Rourkela Municipal Corporation**" through Speed Post/ Registered Post/Courier or By Hand on or before **19.07.2021** up to **1.00 PM**. The Tender will be opened on the same day at **4.30 PM** in presence of the Bidders who wish to attend. If the last date of submission & opening of bid happens to be a holiday, the next working day will be treated as the submission and opening of bid respectively. Authority reserves the right to accept any or all tenders without assigning any reason thereof.

SD/-

Commissioner

Rourkela Municipal Corporation

Date: 25.06.21

Memo No. 8070

Copy to Office Notice Board/ MIS, RMC for general public information and uploading of the tender document in the RMC website.

SD/-

Commissioner

Rourkela Municipal Corporation

Date: 25.06.21

Memo No. 8071

Copy to the Director, I&PR Dept., Govt. of Odisha, Bhubaneswar for information and requested to publish the copy of above mentioned notice in one highly circulated Odia daily (All Editions) and one highly circulated English daily (Eastern Edition) on 26.06.21. The font size should be 8 Points and rate should be as per I&PR.

SD/-

Commissioner

Rourkela Municipal Corporation



Tender Notice No. 8069

Date. 25.06.21

Tender Document

for

**Terms and Conditions of the Tender for Stray Cattle
Management
under Rourkela Municipal Corporation**

ROURKELA MUNICIPAL CORPORATION
Uditnagar, Rourkela (Odisha)-769012
Website: rmc.nic.in
Email Id: rourkelamunicipality@gamil.com

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TENDER SCHEDULE

Rourkela Municipal Corporation invites Tenders for Selection of agencies for "Stray Cattle Management under Rourkela Municipal Corporation"

Details of schedule for the bid are given below:-

Sl. No	Activity	Timeline & Address
1	Issue of Tender	25.06.2021
2	Last Date for submission of Pre-bid Queries (Through Email ID: rourkelamunicipality@gmail.com only)	07.07. 2021 by 5:00 PM
3	Pre-Bid Meeting (Only two member per bidder are allowed)	08.07. 2021 at 4:00 PM at Council Hall of RMC
4	Response to Pre-bid Query and issue of corrigendum, if any	09.07. 2021 by 5:00 PM through Office Notice Board & RMC website only
3	Last date of Submission of Tender by speed post/ registered post/courier / by hand (E-mail/FAX/Online Submission is not allowed)	19.07.2021 up to 1.00 PM
4	Opening of Technical Bids	19 .07. 2021 at 4:00 PM
5	Opening of Financial Bid	To be intimated later to technically qualified bidders only
6	Cost of Tender Document	Rs. 6,720/- (including GST) ; Rupees Eleven Thousand Two Hundred Only (Non-Refundable) through Demand Draft (DD) in favour of Commissioner, Rourkela Municipal Corporation, payable at Rourkela
7	Earnest Money Deposit (EMD)	Rs.20,000/- (Rupees Fifty Thousand only) (Refundable) in the form of Demand Draft (DD) in favour of Commissioner, Rourkela Municipal Corporation, payable at Rourkela

Tender document shall be available on website: www.rmc.nic.in

For Queries and Clarifications, send email to: rourkelamunicipality@gmail.com

SD/-
Commissioner
Rourkela Municipal Corporation

SECTION-I

INTRODUCTION

Rourkela was declared as Municipal Corporation in the year 2014 covering 40 Wards with the existing Municipality area Ward No. 1 to 33 with Jagda, Gopapali, Bramhanitarang, Sana Bramhanitarag, Jharatarang, Nabakrushna Nagar, Tala Balijodi, IDL Colony, Gopabandhunagar, Bhanja Colony, Sona Parbat and Dhardihi. The area of corporation is of 53.29 Sq. Kms.

As per 2011 Census, there are 69609 numbers of households in Rourkela Municipal Corporation area having 3.09 Lakh population. Rourkela Municipal Corporation is the second largest urban habitat and a fast-growing city in the state and also declared as Smart City under Smart City Mission of Government of India. Apart from the Rourkela Municipal Corporation area, there is a Steel Township of SAIL adjacent to Corporation area and the population of those area is around 3 Lakhs.

As per a recent survey more than 10 Thousand numbers of Cows and Buffalos are existing in the Rourkela Municipal Corporation area & Steel Township. Mostly the Cows and Buffalos are shaded in between the habitats by the Milkmen. Abandoning cattle is very common in the city. Even young cows, are released with the expectation that they would eat on public places. People leave their cattle roaming on streets and take it during the nights. These animals often bring the flow of traffic on busy roads to a standstill along with major road accidents. Cattle roaming around freely in the city have become a serious problem. The problem of stray cattle, attacking children or older people and sometimes dying and rotting on the street side.

It is observed that several of the road accidents are caused due to direct vehicular hits to the animals or because the driver of the vehicle had to turn to avoid hitting the animals on the road. The situation turns all the more worse at night when it becomes difficult for the drivers to spot the stray animals due to darkness. These animals also pose problems to drivers; especially during the night. Vehicles usually move at a high speed on the roads thus posing more risk to lives of their occupants as well as stray animals. These abandoned animals can be spotted at many points in the city.

The animals not only get injured or killed but invariably involve human beings getting injured or even killed in the accidents. It is desirable that animals are not found roaming freely on the roads and near wayside garbage bins etc.

Presently, Rourkela Municipal Corporation constructed one kine house near Sector-14 in collaboration with Town Administration of area Township, RSP, where 150-200 cattle can be accommodated at a time.

Looking at the above scenario; Rourkela Municipal Corporation intends to invite this Tender from the eligible Bidders for "Stray Cattle Management" in the city. The details of Tender, Scope of Work and Terms & Conditions mentioned in the Tender document.

SECTION-II

INSTRUCTION TO BIDDERS

A. General Information:

- a) The Commissioner, Rourkela Municipal Corporation (RMC) requires the service of reputed, well established, experienced, financially sound and registered Agency to provide the services for ***"Humanly Catching, Transporting & Rehabilitation of Stray cattle under Rourkela Municipal Corporation area and Steel Township area (RSP) "***.
- b) The period of contract for providing the aforesaid service will be for **03 (Three)** years or subject to approval of the authority or until further order whichever is earlier from the date of effectiveness of the contract. The contract may be extended for a further period, on mutual consent depending upon the performance of the Service Provider subject to availability of fund as well as the discretion of the authority.
- c) The Least Cost Selection Method (LCSM) shall be adopted to select the Agency. However, the Tender Inviting Authority i.e. Commissioner, Rourkela Municipal Corporation, Rourkela, reserves the right to reject the lowest bid on the ground of being unreasonable or not-workable. In this regard the decision of the Commissioner, Rourkela Municipal Corporation, Rourkela will be final.
- d) The L1 bidder shall be selected on the basis of rate quoted in the financial bid after qualified in the technical bid.
- e) In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at L-1 price. However, the decision of the Commissioner, Rourkela Municipal Corporation, Rourkela shall be final during the overall selection process.
- f) The tender inviting authority reserves the right to terminate the contract at any time after giving 30 days' notice to Agency on ground of unsatisfactory performance / violation of statutory obligations or terms of the contract or any other valid reasons.

B. Eligibility criteria:

Sl. No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
(I)	<p>The bidder should be registered under appropriate authority, such as</p> <p>Registered under the Companies Act 2013</p> <p>Registered under the Indian Partnership Act 1932</p> <p>Registered under the Indian Trusts Act 1882</p> <p>Registered under the Societies Registration Act 1860.</p> <p>Registered under the Limited Liability Partnership Act 2008.</p>	<p>All concerned Certificate of Incorporation/ Registration under the appropriate authority</p>
(II)	<p>The bidder must have provided at least 1 (One) similar type of services to Central/State Government/Autonomous bodies / Agencies / societies / corporate bodies / ULBs etc. or Management of Gaushala</p>	<p>Copies of the work order from the previous authorities with satisfactory completion certificate from the concerned authority if any/ or Appropriate proof of service of similar nature</p>
(III)	<p>Must have average annual financial turnover of Rs 20 (Twenty) Lakhs during the last three (3) financial years (2018-19, 2019-2020 & 2020-2021)</p>	<p>Copies of audited Income/ Expenditure Statement and Balance sheet for the concerned period/ or Certificate from a CA regarding annual turnover</p>
(IV)	<p>The agency should not have been blacklisted by any Central / State government, or any other public sector undertaking or a corporation as on the date of this Bid.</p>	<p>An undertaking to this effect to be furnished by the bidder through Affidavit as per the format</p>
(vii)	<p>Must not have any pending judicial proceedings for any criminal offence against the proprietor/Director/Persons to be deployed by the Service Provider.</p>	<p>An undertaking to this effect to be furnished by the bidder as per the format.</p>
(viii)	<p>Other Statutory Documents:</p>	<p>Copies of :</p> <p>PAN,</p> <p>GSTIN,</p> <p>EPF</p> <p>ESI</p> <p>Labor License</p> <p>Registration Certificate</p> <p>IT return for the last 3 assessment years</p>

The documents attached should be strictly in series as prescribed in the Technical Bid as per the above table. The bidder have to attach a summary about the experience attach with proper detail showing the name of employer with amount and time period of the work done year-wise. If the bidder attach unnecessary documents with the Technical Bid, the tender will be considered cancelled without assigning any reason.

C. Submission of Bid:

- a) The proposal complete in all respect as specified must be accompanied with a non- refundable amount of **Rs.6,700/-** including GST (Rupees Six Thousand SevenHundred) only towards **Cost of Tender Paper** in shape of Demand Draft from a Nationalized/ Scheduled bank in favour of Commissioner, Rourkela Municipal Corporation payable at Rourkela.
- b) **Ernest Money Deposit (EMD)** of **Rs.20,000/-** (Rupees Twenty Thousand Only) only in form of Demand Draft in favour of Commissioner, Rourkela Municipal Corporation payable at Rourkela from any nationalized / scheduled bank must be submitted along with the Technical Bid failing which the bid will be out rightly rejected.

EMD of unsuccessful bidders will be returned without interest after the award of the contract. The EMD of Successful Bidder will be returned after signing of the contract and submission of Security deposit without any interest/ or adjusted towards the security deposit.

Bids without Cost of Tender paper and EMD shall be rejected. *Exemption of EMD is permissible for the agencies, who are having MSME registration / Aadhaar Udyoga etc. on that particular service by submission of proof along with the Technical Bid.*

The EMD shall be forfeited if the successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the bid or shall take appropriate action by the Authority.

The bid should be sent through Speed Post/ Registered Post/Courier or By Hand on or before **19.07.21 up to 1.00 PM.**

To,

**The Commissioner
Rourkela Municipal Corporation
Uditnagar, Rourkela (Odisha)
Pin-769012**

- c) The Tender Inviting Authority will not be responsible for any postal delay. Bids reached after due date will be summarily rejected.
- d) The bid is invited under two bid systems i.e. Technical Bid and Financial Bid. The bidders are advised to submit two separate envelopes.

- e) The Technical Bid should be submitted in a sealed cover along with the Forms 1 to 5 and required documents with proper paging of documents with an index on front page of the Technical Bid and the following should be super-scribed on the envelope.

"Technical Bid for Stray Cattle Management under Rourkela Municipal Corporation"

Tender reference No.....Date.....

- f) The seal of the bidder should be affixed on the bottom left hand corner of the envelope.
- g) Similarly the Financial Bid in the prescribed format should be submitted in a sealed cover and the following should be super-scribed in the envelope.

"Financial Bid Stray Cattle Management under Rourkela Municipal Corporation"

Tender reference No..... Date

- h) The seal of the bidder should be affixed on the bottom left hand corner of the envelope.
- i) Both sealed envelopes (Technical Bid & Financial Bid) must be kept in a bigger third sealed envelope super-scribing as under :

"Tender for Stray Cattle Management under Rourkela Municipal Corporation"

Bid reference No. date

- j) Name, detail address, telephone/ mobile No., E-mail address of the bidder must be written in the bottom left hand corner of the bigger envelop in capital letters.
Bidders are requested to ensure this positively.
- k) Successful bidder will have to deposit the security deposit of Rs.50000/- (Rupees Fifty Thousand Only) in shape of Demand Draft / Bank Guarantee from any Nationalized/ Scheduled Bank situated within Odisha in favour of **Commissioner, Rourkela Municipal Corporation, Rourkela** as its commitment to perform services under the contract.
- l) Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the Security deposit. The Security deposit shall be released immediately after three months of expiry of the contract provided that there is no breach of contract on the part of the qualified bidder. In case, the contract is further extended beyond the initial contract period, the security deposit to be retained as per the existing terms and conditions.
- m) Any deviation from the prescribed procedures / required information / formats/ conditions shall result in out-right rejection of the bid. Any conditional bid shall be out- rightly rejected.

- n) All entries along with the pages in the bid document should be legible, filled-in clearly and signed by the authorized representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory should be attached.
- o) The technical Bid will be opened by the Tender Committee of Rourkela Municipal Corporation and authorized representatives of the bidder who wish to be present on the spot at that time. The date of opening of the financial bid of the technically qualified bidders shall be intimated to them in due course of time and it will be opened in presence of the authorized representatives of the technically qualified bidder who wish to be present on the spot at that time. It is not mandatory on the part of the tenderer to be present in person or through authorized representative at the time of opening of the financial bid. The Financial bid can be opened by the concerned authority as per schedule.
- p) The bid shall be valid for a period of 180 days from the date of opening of the bids and no request for any variation in quoted rates and/withdrawal of bids on any ground by the bidder shall be entertained.
- q) To assist in the analysis, evaluation and computation of bids, the tender inviting authority i.e. Commissioner, Rourkela Municipal Corporation, Rourkela may ask the bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
- r) The bidder having the lowest evaluated financial bid (L-1) would be considered for award of the contract subject to fulfillment of the terms and conditions of the bid documents. However, the Tender Inviting Authority is not bound to accept the lowest quoted rate on ground of being unreasonable or not workable.
- s) The quoted rates shall include all statutory obligations of Central/State/ Or Any other Authority.
- t) The Agency shall be liable for all kinds of dues payable in respect of manpower deployed / provided under the contract and the authority shall not be liable for any dues for availing the services of the personnel.
- u) The price comparative statement of the price bid of all successful qualified technical bid tenderers will be prepared and will be placed by the Tender Committee before the authority for issuing of work order and signing of contract.
- v) The tender inviting authority; Commissioner, Rourkela Municipal Corporation, Rourkela reserves the right to reject any or all bids and terminate the tender process without assigning any reason thereof.

SECTION-III

DEFINATIONS

The **Acceptance** is the date when the Contract came into existence upon receipt by the Contractor of the **Letter of Acceptance** issued by the Employer.

The **Commencement Date** means the date when the Operator shall commence its Operations.

The **Commissioner** means Commissioner of Rourkela Municipal Corporation, Rourkela.

The **Compensation Events** are those defined.

The **Competent Authority** is the Person or Persons appointed by the employer/Corporation and notified to the operator, who shall be responsible for supervising the Operator, administering the Contract, certifying payments due to the Operator, and awarding extensions of time. The Corporation may also appoint any Person or Persons to assist the Competent Authority and provide project management Operations for this Contract. Any Person or Persons appointed by the Corporation to carry out the responsibilities of the Competent Authority and assist it, shall be termed as the "Competent Authority's Representative".

The **Completion Date** is the date when the Employer notifies the Contractor that the contract period is over.

The **Contract** is the contract between the Employer and the Contractor.

The **Contract Data** defines the documents and other information given under this section which comprises the Contract.

The **Contract Period** means the tenure of the Contract, upon completion of which this Contract terminates. The tenure is said to have commenced from the Commencement Date and terminates on the Completion Date or the Termination Date, as applicable.

The **Contractor** is a person or corporate body whose bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the Comprehensive bidding document submitted by the Contractor to the Employer.

The **Corporation** means Rourkela Municipal Corporation, Rourkela.

The **Commissioner** means the Commissioner, Rourkela Municipal Corporation, Rourkela for the time being holding that office and also its successor and shall include any officer authorized by it. The Commissioner shall, subject to the provisions of relevant sections of the Acts applicable, act as the employer's /Corporation representative for the purposes of this contract.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

The **Customers** means the citizen of Rourkela Municipal Corporation and Steel Township area (RSP) and other customers within the Service Area receiving Service by means of the operations of the Facilities and/or System.

Days are calendar days; **Weeks** are calendar weeks; **Months** are calendar months.

The **Defect** is any part of the services not provided/satisfactorily provided in accordance with the Contract.

The Defect Notice Period is the period stated in the condition of contract within which the Employer may notify the Contractor of a Deficiency pursuant to Clause

The **Defects Correction Period** is suitable time period from the time of receipt of information by the Contractor of the Employer's notice to correct any Defects in the work.

The **Employer means Municipal Corporation, Rourkela which** is the first party who will employ the Contractor/Operators to carry out the Works.

The **Equipment** is the Contractor's machinery and vehicles brought to the service area for collection and transportation of Waste/Silt etc.

The **Facilities** means all utilities and structures constructed within the Service Area responsible for effective delivery of service/operation as per contract provisions.

The **Good Operating Practices** means the standards, practices, methods and procedures as practiced in India and conforming to all technical requirements, law, directive, clearances and the requirements of any Authority and that degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled, prudent and experienced Operator, engaged in the same type of undertaking under the same or similar circumstances as the Operator pursuant to this Contract.

The **Household** means family catered by one kitchen. In case of Hostels, eating joints every individual will be considered a household.

The **Health Officer** means medical officer(Health) posted at Rourkela Municipal Corporation.

The **Initial Contract Price** is the Contract Price at the date of the Employer's written acceptance of the bid.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall Comprehensive the obligation under the contract. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

The **Law** includes any constitutional provision, statutes, laws, decrees, ordinance, subordinate legislation, orders, rules or regulations having the force of law and rules of civil and common law and equity.

The **lead** means one site distance from work place to dumping site.

The **Letter of Acceptance** means the document from the Corporation addressed to the Operator indicating acceptance of the Contract Price and its acceptance of the Operator as the preferred Party to carry out the Operations under this Contract.

The **MSW** means any municipal solid waste/garbage/debris/silt/seasonal waste generated within the Service Area on daily basis. The biomedical waste and industrial waste are excluded from the definition of MSW.

The **Notice to Proceed** is the notice issued by the Employer to the Contractor to proceed with operations and services. Whenever possible the Notice to Proceed will be issued by the Commissioner or his authorized representative immediately upon signing of the Contract, or as soon thereafter as is feasible considering the availability of the Site and other relevant factors.

The **Operations** means the maintenance of the Facilities and/or System including manning, operating, inspection, repair, redress of complaints and other operations required for fulfilling the Operator's obligations under the Contract.

The **Operator** means contractor, and its legal successors in title, but not (except with the consent of the Council) any assignee, whose Bid to carry out the Operations has been accepted by the Council.

The **Operating Year** means each successive period, the first such period commencing on the date on which the operations period commences and ending three hundred and sixty-five (365) days later, and each subsequent period commencing on the expiration of the previous period and ending at the end of the duration mentioned above.

The **Party** means either the Corporation or the Operator; one of the parties to this Contract, and "Parties" means both the parties to this Contract.

The **Person** means any natural person, firm, Council, company, voluntary association, partnership, joint venture, trust, incorporated organization, unincorporated organization, Authority or other entity, having legal capacity to sue and be sued in its name.

The **Residents** means all habitants of the area including but shall not be limited to residents/hotels and restaurants / shopkeepers / establishments / institutions including community places, open spaces, unoccupied houses etc./ industrialists and all such persons who are responsible for generation of Municipal Solid Waste.

Deputy Commissioner means Deputy Commissioners of Rourkela Municipal Corporation, for the time being holding that office and also its successor.

The **Security Deposit** means the deposit provided by the Operator, as a performance guarantee under this Contract.

The **Service Area** means in relation to Operations under this Contract, the area covered by the existing Facilities and/or System and as indicated in the Appendices to the Contract, which in this case is whole of the Rourkela Municipal Corporation area, Rourkela Steel Township area (RSP).

The **Site handing over Date** is the date upon which the Employer shall give possession of all parts of the Site to the Contractor.

The **Start Date** is the date when the Contractor can commence work on the Contract.

A **Subcontractor** is a person or corporate body who has a contract with the Contractor to carry out a part of the work in the Contract.

The **Successor Operator** means the Corporation and any Person appointed by the Corporation to become the Operator of the Facilities and/or System following the Termination Date or Completion Date, as the case may be.

The **Tax** means the Indian Tax, duty, levy, service charge and other charges whatsoever charged, imposed or levied by Central, State or Local Governments or any Authority together with any interest and penalties in relation thereto.

Temporary Works are works designed, constructed, installed, and removed by the Contractor which are needed for providing the conservancy and sanitation services in the area.

The **Termination Date** means the date on which the Contract is terminated by way of defaults of either the Corporation or the Operator, or as a result of a Force Major event, or as indicated in these Conditions of Contract.

A **Variation** is an instruction given by the Employer which varies the scope of services.

The **Works** means the operation and services in service area as per the scope of work in this tender.

SECTION-IV

SCOPE OF WORK & OBJECTIVE

Humanly catching of stray cattle found roaming within Rourkela Municipal Corporation area and Rourkela Steel Township area (RSP) abandoned by cattle/dairy owners can be caught and transported to RMC Kine House (Gaushala) situated at Sector-14, Rourkela through Special designed vehicles, Rehabilitation of Stray cattle and Management of the Kine House. The objectives are as follows

- A. To ensure removal of stray cattle from public areas without injuring them and carry them safely to Kine house. They will be fed properly and looked after in a humane manner.
- B. To make farmers responsible for tethering their own animals.

SECTION -V

TERMS & CONDITIONS OF TENDER

- 1. Tenderer should arrange minimum 01 cattle catcher vehicles like Tractor. RMC will provide 2 numbers of trolleys which can be easily attached to a vehicle like tractor to transport the cattle.
- 2. The Agency should have adequate staff (technical & non-technical) for catching stray cattle, feeding of rehabilitee cattle, cleaning of Kine house premises, keep and watch of Kine house premises and Management of the Kine House.
- 3. Tenderer arrange all the required items such as Bamboo stick, ropes, Balli etc. at his own cost and level for use in these vehicles for humanly catching the stray cattle.
- 4. The agency shall auction the stray cattle with advance information to RMC, if so decided by RMC, if the cattle owner does not come to take the cattle from the kine house after catching of the cattle for a particular period of time.
- 5. The Agency shall carry out the work of catching stray cattle, Creating Awareness on behavioural changes towards stray cattle, and coordinate with local veterinary department for treatment of ill cattle, if any such case occurs during the stay of stray cattle at the Kine house.
- 6. The cattle catchers shall have sufficient experience or will have to be trained in catching the cattle in a humane manner.
- 7. The Agency shall make arrangements to feed the cattle while they are in the Kine house.
- 8. The Agency shall obey the norms and rules in force for catch, feed and medical care of the cattle.
- 9. Special care and attention should be given while catching the pregnant/old/infant cattle as per the SOP/norms/rules in force.

10. The agency have the responsibility for keep and watch of the Kine house premises.
11. The agency is responsible to maintain the Kine house clean and hygienic. Lacking on this penalty of Rs. 500/- per day will be imposed.
12. Minor maintenance of Kine House like Water Pipe Line, Electricity etc is the responsibility of agency. Major repairs to be done by Rourkela Municipal Corporation as per the requirement and the same to be informed by the agency on written to RMC.
13. The details of the cattle caught, released to owners on payment of penalty, auctioned if so shall be mentioned in a prescribed register and the same register to be maintained by the Agency, which shall be produced at the time of verification by Rourkela Municipal Corporation.
14. Advance intimation shall be given to Rourkela Municipal Corporation from time to time, regarding the schedule of catching, releasing and auctioning of stray cattle.
15. The Agency shall be responsible for procurement/ hiring, fuel, lubricants and complete O&M of vehicles for catching stray cattle; on its' own cost. The bidder will have to arrange alternate vehicles immediately in case of any damage and breakdown of the vehicle. The vehicles and Drivers must be authentic documents as per the law.
16. The Agency shall be responsible for the safety of the persons engaged for the programme and shall provide protective uniforms and equipment etc., to the staff. Any damage / loss to the vehicles / life/ other property caused or legal action arose during plying of the vehicles, then it will be borne by Agency; and Rourkela Municipal Corporation will no way responsible.
17. The cattle catching vehicle shall have a First Aid Box to treat emergency accidents.
18. The cattle catching vehicle must be washed and sprayed with necessary solution before it is taken out every time.
19. The Agency shall provide 24 hours help line (Dedicated Mobile Number/ Telephone Number) to receive and register the complaints and also to attend complaints on priority basis.
20. The agency should be responsible for procuring all kind of equipment, food items and other goods required for the assignments.
21. The agency have to deposit the actual penalty amount collected from the cattle owners with copy of the receipt at the office of RMC on weekly basis.
22. The agency have to deposit the actual amount collected by auction of stray cattle with copy of the receipt at the office of RMC as and when applicable, if so decided.
23. The rate for the assignment should be submitted in the prescribed format (Financial bid) mentioned in the Tender. The rate must be inclusive of the rate of large animal, rate of small animal and the rates of bull animals. The rate will be valid for the entire initial period of contract i.e 3 years. No amount will be payable for the young calf feeding on milk which is transported by tenderer along with cow.

24. Along with the Condition-01, as well as the instructions of the Rourkela Municipal Corporation officials / Officials of RSP Steel Township, the cattle will also to be caught. Not attending of the complaint within 01 (One) hour, penalty of Rs.200/- will be imposed per complaint.
25. The workers engaged for this purpose are required to be guided with the guided security device. If not, then the penalty of Rs 200 / - per day will be collected.
26. The tenderers must be followed animal cruelty rules. Tenderer themselves will be responsible for catching animals, carrying vehicles, loading and any kind of atrocities /damage caused to the animal during transport, as a result of which criminal and civil action is being conducted in accordance with the rules.
27. There should not be a blacklist participating in the tender and no obligation is against the firm. It is mandatory to give an affidavit of this requirement.
28. The tenderer will have to arrange all the manpower (drivers, laborers, feeder, keep and watch etc.) used in the work, and the responsibility to pay all the expenditure on this will be the tenderer. It is mandatory for the tenderer to comply with the rules laid down for the upliftment of workers by the Government of India, the Government of Odisha and the state institutions.
29. The performance returns including the triplicate bills for payment shall be submitted to the Commissioner, Rourkela Municipal Corporation, duly attested by Dy.Commissioner of Rourkela Municipal Corporation by the 10th of the succeeding month. The copies of the authentic slips of transportation of cattle will also be attached along with each submission bill. If any deficiency found of these documents, then the concerned firm will be responsible for it. The payment will be released by third week of the succeeding month. The percentage of GST/IT as applicable and instructed by State/ Central Govt. will be deducted from the payment as TDS.
30. The Rourkela Municipal Corporation shall provide well established Kine house, Land and other accommodations to accommodate the stray cattle and staff.
31. The Rourkela Municipal Corporation shall provide basic facilities like water and electricity at the Kine house.
32. The RMC will provide the receipt books to the agency for collecting the penalty amount and/or for stray cattle auction purpose.
33. Tenders will have to comply with the all instructions issued by the State Government and Corporation Office from time to time.
34. Work should be started by tenderer within 15 days after issuance of the work order.
35. If the work of the firm is not found satisfactory after issuing 03 warning letters, then Rourkela Municipal Corporation have rights to terminate the said work. Also, Commissioner, Rourkela Municipal Corporation reserves the right to terminate the contract at any time after giving 30 days' notice to Agency on ground of unsatisfactory performance / violation of statutory obligations or terms of the contract or any other valid reasons.
36. In case the Agency intends to withdraw the services and terminate the Contract, it shall be mandatory upon him to issue Two months notice before such withdrawal of service and termination of agreement.

37. Dispute Resolution

In case of any dispute during the period of tender, a Settlement Committee will be constituted. In which the Commissioner, Rourkela Municipal Corporation, Dy.Commissioner, RMC, Accounts Officer, RMC, Executive Engineer, RMC and Authorized Representatives of Agency Join as members. The disputed matter must be submitted within one month before the Settlement Committee. The decision taken by the Settlement Committee will be final and will be valid for both parties (Rourkela Municipal Corporation and Firm).

Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of both the parties. However, if the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Commissioner in Case of Municipal Corporation.

The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act,1996, as amended from time to time.

The cost of Arbitration shall be borne by the respective parties in equal proportion. During the pendency of the arbitration proceedings and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration. Arbitration proceedings will be held in the office of Arbitrator appointed for this purpose only.

38. Jurisdiction of Court

The courts of Rourkela or High Court at Cuttack shall have the exclusive jurisdiction to try all disputes, if any, arising out of the agreement between the parties.

39. Other Important Conditions of the Tender

- a) Joint Venture will not be allowed. Subletting of contract is also not permissible and treated as Criminal Offence.
- b) Participation of any agency who is Black-Listed/De-Listed by any Government Department/Agency /Board/Company in India in any capacity during last 5 years shall not be allowed to participate in the tender and affidavit of the same shall be submitted along with Technical Bid.
- c) In any emergency condition, Rourkela Municipal Corporation has the right to depute the manpower/ machinery for any other work.

- d) That Service Provider shall be solely responsible for all Central/State Government statutory compliances especially the laws related with Labour, Labour Welfare, Service Taxes and Minimum Wages etc. If any notice is served to the Service Provider for any non- compliance by any Central/State Government authority, The Service Provider shall have to inform Rourkela Municipal Corporation about it right away. The Service Provider shall also keep the Rourkela Municipal Corporation posted about all subsequent developments with regard to such notices.
- e) The successful bidder has to issue the Identity Cards to each employee mentioning employee name with his father name, gender as per scope of work, and other information. The Identity Cards must be signed by successful bidder and concerned Authority of Rourkela Municipal Corporation.
- f) The tenderer will have to accept all the general and special conditions of the tender.
- g) Conditional tenders submitted by the tenderer can be canceled.

SECTION – VI

TECHNICAL BID
COVERING LETTER
(BIDDER LETTER HEAD)

Date:

To

Commissioner
Rourkela Municipal Corporation
Uditnagar, Rourkela

Sub : Regarding Tender for Stray Cattle Management under Rourkela Municipal Corporation .

Dear Sir,

I, the undersigned, offer to participate in the tender process to provide service for Stray Cattle Management under Rourkela Municipal Corporation in accordance with your Tender Notice No..... dated..... . We are hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes.

I hereby declare that all the information and statements provided in the technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to 180 Days and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I, hereby unconditionally undertake to accept all the terms and conditions as stipulated in the Tender document. In case any provision of this tender are found violated, then your office shall have the rights to reject our proposal including forfeiture of the earnest money deposit absolutely.

I remain,

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation: _____

FORM – 1 (TECHNICAL BID)

1	Name of the Bidder	
2	Name of the Director of the Biding Firm	
3	Registration Number of Agency and type of Registration (Attach self-attested copy)	
4	Full Address of Registered Office	Postal Address:
		Telephone/ Mobile No.:
		FAX No.:
		E-Mail ID:
5	Name & telephone number of the authorized person signing the bid	Name and Designation:
6	Details of Cost of Tender Paper and Earnest Money Deposit: (Separate Demand Draft for Bid processing Fees & EMD. Demand Draft Details)	Mobile Number:
		D.D No.:
		Date:
		Amount (Rs.)
7	PAN No. (Attach self-attested copy)	Drawn on Bank:
8	GSTIN (Attach self-attested copy)	
9	E.P.F. Registration No. (Attach self-attested copy)	
10	E.S.I. Registration No. (Attach self-attested copy)	
11	Lobour License (Attach self-attested copy)	
12	Acceptance to all the terms & Conditions of the tender (Yes/No)	
13	Power of Attorney/ authorization letter for signing the of the bid documents	
14	Please submit an undertaking that no criminal case is pending with the Police at the time of submission of bid.	
	Kindly mention the total number of pages in the tender document.	

Authorized Signatory with Date and Seal

FORM – 2 (TECHNICAL BID)

Financial Turnover of the bidder for the last 3 (three) financial years.

Financial Year	Turn Over Amount (In INR)	Average Turnover (in INR]
2018-2019		
2019-2020		
2020-2021		

Authorized Signatory with Date and Seal

FORM – 3 (TECHNICAL BID)

Details of Similar type service provided by the bidder

Sl. No.	Name of Authority with Complete Address & Fax no	Type of services provided with details of manpower deployed	Amount Received for the Contract Period (in INR)	Duration	
				From	To
1					
2					
3					
4					
5					

Note: Experience certificate/ Work Order Copy/ Contract document must be attached to proof such experience.

Authorized Signatory with Date and Seal

FORM – 4 (TECHNICAL BID)

UNDERTAKING

**[On the Stamp Paper of appropriate value in shape of affidavit from the
Notary regarding non-blacklisting]**

I, hereby undertake that, our organization has not been blacklisted / debarred by any of the Central / State Government Department/ Office or by any Public Sector Undertaking (PSUs)/ Autonomous Body/ ULB and not blacklisted by any authority during the **recent past**.

Yours sincerely,

Authorized Signature

Name and Designation of the Signatory:

Name of the Bidder and Address:

FORM – 5 (TECHNICAL BID)

UNDERTAKING

[On the Bidder's Letter Head regarding not has any pending judicial proceedings for any criminal offences]

I, hereby undertake that there is no criminal case pending in any Court of Law against our company or against the Proprietor/Director/Persons to be deployed by our company.

I/we further certify that Proprietor/Director/Persons to be deployed by our company/ of my company have not been convicted of any offence in any Court in India during the **recent past**. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely,

Authorized Signature
[In full and initials]

Name and Designation of the Signatory:

Name of the Bidder and Address:

SECTION – VII
FINANCIAL BID

NAME OF WORK:- Humanly Catching, Transporting & Rehabilitation of Stray cattle under the jurisdiction of Rourkela Municipal Corporation area and Rourkela Steel Township (RSP).

Sl. No.	Description of Work	Unit	Price in Rs.
1	Catching and Transportation Charges of Cattle	Per Cattle	
2	Feeding, Medical Care, Keep and Watch of the Kine House, Collection of Penalty, Auction if so decided by RMC and other terms and conditions of the Tender	Per Cattle Per Day	

Note: Bidder is required to quote rate inclusive of all applicable taxes & duties.

(Authorized Signatory)

Date:

Place:

Signature and stamp

DRAFT CONTRACT AGREEMENT

THIS AGREEMENT is made on the <<day>> day of <<month>> 2018

BETWEEN:

Rourkela Municipal Corporation (RMC) having its office at, Udit Nagar, Rourkela – 12 (Odisha) hereinafter referred to as "The RMC" (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in- office and assigns) of the FIRST PART;**AND**

M/s <<name of selected company>>having its registered office at <<registered office address>> (India) and place of business at <<business address of company>> hereinafter referred to as "The Agency" (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the SECOND PART; WHEREAS

The RMC is desirous to "Stray Cattle Management" as per SOP/ norms/ rules in force and for this purpose, the RMC floated Request for Proposal (RFP No. RMC/).

The Agency, represented to the RMC that it has the required professional skills, and personnel and technical resources, and has agreed to provide the services on the terms and conditions set forth in this Contract;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Tender.

The following documents in relation with the Tender issued for selection of Agency shall be deemed to form and be read and construed as part of this document; all Annexure, amendments, supplements, corrigendum or clarifications thereto Notification of Award etc.

The contract shall begin from the date of signing of the contract, as and when the work would be assigned to the Agency.

The mutual rights and obligations of the RMC and the Agency shall be as set forth in the Contract, in particular: the Agency shall carry out the services in accordance with the provisions of the Contract; the Agency shall provide professional, objective and impartial advice and at all times hold the RMC's interest paramount, strictly avoid conflicts with other assignments/ jobs, downstream projects or their corporate interests and act without any consideration for future work; and the RMC shall make payments to the Agency in accordance with the provisions of the Contract.

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

Signed by:

(Name and designation)
Authorized Signatory of the agency

Signed by:

(Name and designation)
Authorized Signatory of the RMC

Witness 1:

Witness 2: