

Request for Proposal (RFP)
For
Selection of an Agency for
Humanly Catching & Transporting of Stray Cattle and Lifting of
Dead Animals under the jurisdiction of
Rourkela Municipal Corporation (RMC) area



RFP Notice No. 14016

Date: 28.10.22

Rourkela Municipal Corporation
Udit Nagar, Rourkela
Dist. - Sundargarh (Odisha)
Pin-769012
Website: www.rmc.nic.in
E-mail ID: rourkelamunicipality@gmail.com

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DISCLAIMER

The information contained in this Request for Proposal ("RFP") or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of Rourkela Municipal Corporation (herein after referred to as RMC) or any of its employees or advisors, is provided to 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 document is not an agreement and is neither an offer nor invitation by the RMC to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their bids for qualification pursuant to this RFP (the "Bid"). This RFP document does not purport to contain all the information that each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the RMC and its employees or advisors to consider the objectives, technical expertise, financial situation 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, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

RMC and its employees and advisors 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 loss, 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, completeness or reliability of this RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this bid stage.

RMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP document.

RMC 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 document.

The issue of this RFP document does not imply that the RMC is bound to select a Bidder or to appoint the agency, as the case may be, for the project and the RMC reserves the right to reject all or any of the Proposals without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the RMC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the RMC 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 Bid, regardless of the conduct or outcome of the Bidding Process.

A. BIDDING SCHEDULE

Sl. No	Activity	Date & Time (IST)
1	Period of availability of RFP document for bidding	From Dt. 29.10.22 from 12:00 PM to Dt. 09.11.22 Up to 5:00 PM
2	Pre-Bid Meeting	Dt. 05.11.22 at 4:00 PM in the Council Hall of RMC
3	Last date & time for submission of RFP document	Dt. 10.11.22 Up to 1:00 PM
4	Date & Time of opening of the Technical Bids received	Dt. 10.11.22 at 4:30 PM
5	Date & Time of opening of the Financial Bids	To be intimated later on to the qualified Bidder after evaluation of technical bids

**SD/-
Commissioner
Rourkela Municipal Corporation**

B. DATA SHEET

SN	Activity	Details
1.	Name of the Client	Commissioner, Rourkela Municipal Corporation, Uditnagar, Rourkela-769012 (Odisha)
2.	Method of Selection	Least Cost Selection (L1)
3.	Proposal Validity Period	120 days
4.	Tender Document Cost (Non-Refundable)	Rs. 6720/- in the form of Demand Draft only drawn from any Scheduled Commercial Bank in India in favor of "Commissioner, Rourkela Municipal Corporation" payable at Rourkela
5.	Earnest Money Deposit (EMD)	Bid Security Declaration Form to be submitted in lieu of EMD
6.	Performance Bank Guarantee (PBG)/ Performance Security	3% of the contract value

C. INSTRUCTION TO BIDDERS

1. 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 69,609 numbers of households in Rourkela Municipal Corporation area having 3.09 Lakh populations. Rourkela Municipal Corporation is a fast-growing city in the state and also declared as Smart City under Smart City Mission of Government of India.

As per a recent survey, more than 9 Thousand numbers of Cows and Buffalos are existing in the Rourkela Municipal Corporation area. 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.

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. Therefore, it is desirable that animals are not found roaming free on the roads and/or near wayside garbage bins, etc. as it may lead to serious injury or death to both animal and person.

Looking at the above scenario; RMC intends to avail the services of a qualified and experienced agency that can undertake the work for catching of stray cattle and lifting of dead animals in the area of Rourkela Municipal Corporation.

2. Objective

There is approx. 1000 nos. of stray cattle under the jurisdiction of RMC area which may vary. The broad objective of the assignment is to avail the services of reputed, well established, qualified, experienced and registered agency to provide services for **“Humanly catching & transporting of stray cattle and lifting & burying of dead animals in the area as identified/ provided by RMC”**.

3. Eligibility Criteria

- a) The bidder should be a Company/ Firm/ Society/ Trust/ NGO/ Animal Welfare Organization registered under relevant act(s)/ rules in India. (*Copies of Incorporation / Registration certificate, PAN Card to be enclosed*).
- b) The bidder should have a min. annual turnover of Rs 10.00 Lakhs during any of the FY 2018-19, FY 2019-20 and FY 2020-21. (*Turnover certificate duly certified by CA and copies of ITR, Balance Sheet and Profit & Loss Account Statement to be submitted*).
- c) The bidder and/or its employee and staff should have not been debarred/ blacklisted by any Central / State government department / public sector undertaking / other government entities or local body in last 05 years in India prior to the date of issue of this RFP. (*Undertaking to be submitted*).
- d) The bidder should have ESI/ EPF registration.
- e) Preference shall be given to similar nature of experienced Bidder.

4. Scope of Work

The bidder shall be required to perform the following tasks on behalf and on the authority of RMC in the interest of protecting the health, safety, and convenience of both the citizens and animals.

Broadly, the scope of work of the selected agency is divided into two parts: -

- (i) Part – 1: Humanly catching of stray cattle found roaming within the Rourkela Municipal Corporation area and transporting them to the area identified/ provided by RMC through special designed vehicles.
- (ii) Part – 2: Lifting of dead animals found within the Rourkela Municipal Corporation area and transporting and burying them to the area identified/ provided by RMC.

The work will be carried out in compliance with the rules/ laws/ guidelines issued by the Government of India and/or directions/ judgments given or passed by any Hon'ble Court applicable to this work.

- a) To ensure removal of stray cattle from public areas without injuring them and lifting of dead animals as per the rules and guidelines issued by any government authority.
- b) The bidder shall be required to provide necessary manpower, support staff and animal catching vehicle and all required equipment's and safety gears to carry out the work.
- c) The bidder shall carry out the work of creating awareness on behavioral changes towards stray cattle and coordinate with local veterinary department for treatment of ill cattle, if any such case occurs during the catching of stray cattle.
- d) Special care and attention should be given while catching the pregnant/ old/ infant cattle.
- e) The bidder shall 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 of the stray cattle.
- f) The details of the cattle caught, and dead animals lifted & buried shall be mentioned in a register and the same register to be maintained by the bidder, which shall be produced at the time of verification by Rourkela Municipal Corporation.

- g) Advance intimation shall be given to Rourkela Municipal Corporation from time to time, regarding the schedule of catching and transportation of stray cattle.
- h) The animal catching & lifting vehicle must be washed and sprayed with necessary solution before it is taken out every time by the bidder.

5. Terms & Conditions

- a) The bidder must issue the Identity Cards to each employee mentioning employee name, employee ID, gender, blood group and any other relevant information. The Identity Cards must be signed by successful bidder and concerned officer of Rourkela Municipal Corporation. The employees are required to always wear the Identity Card during the working hours.
- b) The animal catchers shall have sufficient experience and trained in catching the stray cattle in humane manner and lifting of dead animals.
- c) The bidder shall be responsible for procurement/ hiring, fuel, lubricants, and complete O&M of vehicles for catching stray cattle and lifting of dead animals, at its' own cost. The bidder will have to arrange alternate vehicles immediately in case of any damage and breakdown of the vehicle. The drivers of the vehicles must always carry authentic documents as per the law.
- d) The bidder shall be responsible for the safety of the manpower engaged for the service and shall provide all necessary protective uniforms, equipment, safety gears etc., required to carry out the work to its staff.
- e) If during the period of engagement any loss of property/ vehicle and/or life takes place, then the loss and account of the same shall be borne entirely by the bidder and the RMC shall not be held responsible and liable for any such claims. The bidder shall be responsible for the payments arising out of any third-party claims. The bidder is advised to procure insurance for meeting such liabilities at his own cost.
- f) The bidder shall indemnify RMC from/ against any claims made or damages suffered by RMC by reason of any default on the part of the selected agency in the due observance and performance of the provisions of any law which may be related to the purpose of the agreement and to the area in which premises are located.
- g) RMC will not be responsible for any accident / theft / loss of life etc. involving any personnel / asset of the bidder while on work. The bidder itself would be responsible for such accident / incident and for any kind of compensation to any worker/ employee/ person for such accident. The bidder is advised to have its personnel and assets insured under suitable insurance schemes at its own cost.
- h) Obligation for adhering to statutory norms and regulations laid down by any Statutory Body of Central/State Government in connection with catching and transportation of stray cattle shall be vested in the bidder.
- i) Any legal action arose during plying of the vehicles, then it will be borne by the bidder and the Rourkela Municipal Corporation will not be held responsible.
- j) The animal catching & lifting vehicle shall carry a First Aid Box to treat emergency bites/ accidents.
- k) The bidder shall provide 24 hours helpline (Dedicated Mobile Number/ Telephone Number) to receive and register the calls pertaining to catching & lifting of animals.
- l) The bidder shall be responsible for procuring all kind of equipment, items and other goods required for the assignments.

- m) The rate for the assignment should be submitted in the prescribed format (Financial bid) mentioned in the RFP. The rate must be inclusive of all items, equipment's, manpower, vehicles and applicable taxes & duties. The rate will be valid for the entire period of contract and during the extended contract period, if any. No amount will be payable for the young calf feeding on milk which is transported by the bidder along with cattle.
- n) The bidder will have to arrange all the manpower (drivers, animal catcher, etc.) used in the work, and the responsibility to pay all the expenditure on this will be taken up by the bidder.
- o) The bidder will have to comply with all instructions issued by the RMC/ State Government from time to time.
- p) RMC will issue warning letters to the selected bidder in case of non-compliance of any of the scope of work and/ or terms & conditions. If the bidder work is not found satisfactory after issuing 03 warning letters, then the RMC will have the right 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 the bidder on ground of unsatisfactory performance / violation of statutory obligations or terms of the contract or any other valid reasons.
- q) In case the bidder intends to withdraw the services and terminate the contract/ work order, it shall be mandatory upon him to issue 30 days' notice before such withdrawal of service and termination of agreement/ work order.
- r) The bidder shall be solely responsible for all Central/ State Government statutory compliances especially to the laws related with Labor, Labor Welfare, Animal, Animal Welfare, Service Taxes and Minimum Wages etc. If any notice is served to the bidder for any non-compliance by any Central/ State Government authority, then the bidder shall have to inform RMC about it right away. The bidder shall also keep the RMC posted about all subsequent developments with regard to such notices.
- s) Conditional proposals submitted by the bidder shall stand canceled.

6. Tender Document Cost

- i. The bidder is required to submit RFP document cost along with the proposal amounting to **Rs. 6,720/-** in the form of **Demand Draft** only drawn from any Scheduled Commercial Bank in India in favor of "Commissioner, Rourkela Municipal Corporation" payable at Rourkela.
- ii. Any bid not accompanied by RFP document cost shall be summarily rejected.

7. Earnest Money Deposit (EMD)

A Bidder is required to deposit, along with its Bid, a Bid Security Declaration form in the format as provided in Annexure – VII (the "Bid Security Declaration") in lieu of Bid Security/ Earnest Money Deposit. The Bid shall be summarily rejected if it is not accompanied by the Bid Security Declaration form.

8. Performance Security

The selected bidder, for due and faithful performance of its obligations under the contract, shall be required to provide a "Performance Security" for an amount equal to 3% of total contract value in the form of a 'Bank Guarantee' / 'Demand Draft' issued from any Scheduled Commercial Bank in India drawn in favour of "Commissioner, Rourkela Municipal Corporation" payable at Rourkela, to Rourkela Municipal Corporation prior to signing of Agreement. The performance security shall remain valid till the end of the contract period and beyond 3 months from the contract's expiry period. No interest whatsoever shall be paid on the amount of Performance Security deposited by the agency.

9. Payment Terms

The agency is required to submit the monthly invoice for payment of the said services to the office of Commissioner, RMC by the 7th day of each succeeding month.

The agency while submitting the monthly invoice shall provide all necessary documents as mentioned below for supporting the claim. If any deficiency found in these documents, then the concerned agency will be responsible for it.

- i. Authentic slips of transportation of stray cattle to the area identified/ provided by RMC
- ii. Authentic slips of lifting and burying of dead animals at the area identified/ provided by RMC
- iii. Performance register having details of the cattle caught and dead animal buried.

The payment will be released to the selected agency as per actual after due verification of the submitted monthly invoice and supporting documents and approval of the competent authority of RMC.

TDS as applicable shall be deducted from the payment as per the Income Tax Act.

The charge as quoted by the selected agency shall remain unchanged during the period of contract or in any extended period of contract.

10. Number of Bids and Cost thereof

No Bidder shall submit more than one Bid for the Project. Violation of this shall lead to disqualification of the bidder. Conditional bids will not be accepted.

The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. RMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

11. Validity of Bids

The proposal shall remain valid for a period not less than 120 (One Hundred and Twenty) days from the bid due date ("Proposal Validity Period"). Validity of Proposal shall be extended for a specified additional period at the request of RMC with same terms & condition.

A bidder agreeing to the request will not be allowed to modify his proposal for the period of such extension.

12. Right to Accept or Reject Any or All Bids

Notwithstanding anything contained in this RFP, RMC reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons, therefore. In the event, the RMC rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

RMC reserves the right to reject any Bid and/ or Tender if:

- (i) at any time, a material misrepresentation is made or uncovered, or
- (ii) the Bidder does not provide, within the time specified by the RMC, the supplemental information sought by the RMC for evaluation of the Bid.

13. Consortium

The Bidders are not allowed to form consortium for participating in the project.

14. Contract Period

The period of contract for providing the aforesaid service will be for 06 (Six) months 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 agency. The decision on period of extension, if any shall be made by the RMC only and the same cannot be challenged in any forum.

15. Pre-bid Meeting

Interested firms may send their queries to RMC in writing in rourkelamunicipality@gmail.com and the same should reach before 01 (one) day from the date of Pre-Bid Meeting as mentioned in the Schedule of RFP. The queries received after the prescribed date will not be entertained by RMC.

The queries must be submitted in following format only:

RFP Name:			
Subject: Request for Clarification			
Name and Address of the Organization submitting query:			
Name and Position of Person submitting query:			
Contact details of the Organization / Authorized Representative: Tel: Mobile:Fax: Email:			
Sl. No.	RFP Clause No. / Page No.	Content of RFP requiring clarification	Points of clarification required
1.			
2.			
3.			

The responses to the queries will be uploaded on website www.rmc.nic.in without identifying the source of queries. All the bidders are requested to be in touch with the RMC website.

The bidder's designated representatives are invited to attend the Pre-Bid Meeting at their own cost, to be held on the specified date and place as mentioned below:

**Council Hall
Rourkela Municipal Corporation
Uditnagar, Rourkela-769012, Odisha**

RMC shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the RMC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the RMC to respond to any question or to provide any clarification.

RMC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the RMC shall be deemed to be part of the RFP document. Verbal clarifications and information given by the RMC or its employees or representatives shall not in any way or manner be binding on the RMC.

16. Amendment of RFP

At any time prior to the Bid Due Date, RMC may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFP by the issuance of Addendum or a Corrigendum.

Any Addendum or a Corrigendum thus issued will be a part of the RFP and shall be published online on the RMC website www.rmc.nic.in . RMC will assume no responsibility for receipt of the Addendum and Corrigendum.

In order to accord the Bidders a reasonable time for taking an Addendum or a Corrigendum into account, or for any other reason, RMC may, in its sole discretion, extend the Bid Due Date.

17. Format and Signing of Proposal

Interested agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP.

Submission of a proposal in response to this RFP document shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. Material deficiencies in providing the information requested may result in rejection of a proposal.

The interested agencies shall provide all the information sought under this RFP. RMC will evaluate only those proposals that are received in the required formats and complete in all respects.

The proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the proposal shall be initialed by the Authorized signatory of the bidder.

The Bid and all communications in relation to or concerning the Bidding Documents shall be in English language. Any printed literature furnished by the Bidder written in another language must be accompanied by its translation in the English language duly authenticated by the Bidder, in which case, for purposes of interpretation of the Bid, the translation shall govern.

The currency for the purpose of the proposal shall be in Indian Rupees.

The pages of each part of the proposal shall be clearly numbered and stamped and the contents duly indexed. The proposal should not include any loose papers other than RFP document cost.

18. Submission of Proposal: Packing, Sealing and Marking of Proposals

The agencies are required to submit their proposals in a separate sealed envelope, along with bidder's name and address in the left-hand corner of the envelope and super scribed in the following manner.

“Application for Selection of an Agency for humanly catching and transporting of stray cattle and lifting of dead animals under the jurisdiction of Rourkela Municipal Corporation (RMC) area”

The bidder's name & address shall be mentioned in the left-hand bottom corner of the outer envelope.

The bidder proposal will consist of 03 (three) parts:

- a) **Envelope – 1: RFP Document Cost (Non-refundable) of Rs 6,720/-** in the form of Demand Draft issued by any Scheduled Commercial Bank in India in favor of “Commissioner, Rourkela Municipal Corporation”, payable at Rourkela. If the RFP document cost is found proper, then only technical proposal will be entertained.
- b) **Envelope – 2: “Technical Proposal”** shall submit in the format, together with the documents specified below:
 - Annexure – I: Cover Letter
 - Annexure – II: Details of Bidder
 - Annexure – III: Technical Capacity of Bidder
 - Annexure – IV: Financial Capacity of Bidder
 - Annexure – V: Power of Attorney for Signing of Bid
 - Annexure – VI: Undertaking from the Bidder
 - Annexure – VII: Bid Security Declaration Form

- c) **Envelope – 3: “Financial Proposal”** in the format as provided in Annexure – VIII of the RFP documents.

All the three envelopes (Envelope – 1, Envelope – 2 & Envelope – 3) should be sealed and marked separately. If the Financial Proposal is enclosed in the envelope marked ‘Technical Proposal’, and vice versa, or is not sealed, the Proposal will be rejected.

The three envelopes containing the RFP Document Cost (Envelope 1), Technical Proposal (Envelope 2) and Financial Proposal (Envelope 3) shall be put together in an outer envelope.

If the envelopes are not sealed and marked as instructed above, RMC assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

The proposal should be sent to the following address:

To,

**The Commissioner
Rourkela Municipal Corporation
Uditnagar, Rourkela-769012, Odisha**

Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

19. Bid Due Date

The Bids in the prescribed form as mentioned above must be delivered and received at the address mentioned above on or before the scheduled date and time of submission of bid as stated in the schedule of bidding process. Bids submitted by fax transmission /e-mail shall not be accepted.

Proposals received without requisite tender document cost shall be summarily rejected.

RMC may, in exceptional circumstances and its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all bidders only on its website www.rmc.nic.in .

20. Late Bids

Bids received by the RMC after the specified date and time as mentioned in the schedule of bidding process shall not be eligible for consideration and shall be summarily rejected.

21. Acknowledgement by the Bidder

It would be deemed that by submitting the proposal, the Bidder has:

- a) Made a complete and careful examination of the RFP document;
- b) Received all relevant information requested from the RMC;
- c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the RMC;
- d) agreed to be bound by the undertakings provided by it under and in terms hereof; and
- e) Independently verified all information received from the RMC.

RMC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Selection Process, including any error or mistake therein or in any information or data given by the RMC.

RMC shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

22. Disputes

During the bidding process no dispute of any type would be entertained. Even in such cases where RMC ask for additional information from any bidder, the same cannot be adduced as a reason for citing any dispute.

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Rourkela, Odisha shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Bidding Process.

23. Confidentiality

The firm shall treat the details of the output of the assignment and the services as confidential and shall not publish or disclose the details of the output, deliverables / milestones submitted in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous written consent of the RMC.

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the RMC in relation to or matters arising out of or concerning the Bidding Process. RMC will treat all information, submitted as part of the Bid, in confidence and would require all those who have access to such material to treat the same in confidence. RMC may not divulge any such information unless it is ordered to do so by any Statutory Entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the RMC.

24. Evaluation of Bids

Evaluation of Technical Proposal

- a) RMC constituted "Technical Evaluation Committee" will be responsible for evaluation and of proposals received based on the responsiveness of the Bidder to the terms & conditions using the eligibility criteria as specified in this RFP.

- b) If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the RMC may, in its sole discretion, seek clarifications/ information in writing from any Bidder regarding its Bid. Any clarification submitted by a Bidder with regard to its Bid that is not in response to a request by RMC shall not be considered.
- c) In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the RMC as incorrect or erroneous, the RMC shall reject such claim and exclude the same from evaluation. Where any information is found to be patently false or amounting to material misrepresentation, the RMC reserves the right to reject the Bid in accordance with the provisions of the RFP.
- d) After the technical evaluation is completed, the RMC will notify the Bidders whose Technical Proposals meet the eligibility criteria, indicating the date, time, and location for opening of Financial Proposals. (Bidders' attendance at the opening of Financial Proposals is optional).
- e) RMC will simultaneously notify the Bidders whose Proposals did not meet the eligibility criteria or Bidders whose Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals will be returned unopened after completion of the selection process.
- f) Bidders are advised that qualification of Bidders will be entirely at the discretion of RMC. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- g) RMC reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.

Evaluation of Financial Proposal

- h) The rate quoted by the bidder shall be all inclusive, as payable by RMC to carry out the work specified in this RFP document.
- i) The Financial Bids of only those Bidders who clear the technical evaluation stage will be evaluated. The bidders or their authorized representatives who are present to witness the Financial Bid opening shall sign an attendance sheet / register evidencing their attendance as a witness to the Financial Bid opening process. In the event of the specified date of Financial Bid opening being declared a holiday, the Financial Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the RMC.

25. Bidding Parameter

The Least Cost Selection Method (LCSM) shall be adopted to select the Agency.

The L1 bidder shall be selected on the basis of rate quoted in the financial bid after qualified in the technical bid. The work will be awarded to the bidder quoting the lowest charges for catching & transporting of stray cattle and lifting of dead animals.

However, the RFP 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 Rourkela Municipal Corporation, Rourkela will be final.

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.

In the event of two or more Bidders quoting same rate in financial proposal for the Project, RMC may ask the tie Bidders to submit their revised Financial Proposals with the rates quoted by them earlier as reserve rate for such Financial Bid. In such case, the Bidder who amongst the tie Bidders, quotes the lowest rate in the revised Financial Bid will normally be declared as the Selected Bidder for the Project.

The RFP 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.

26. Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the RMC makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the RMC and/ or their employees/ representatives on matters related to the Bids under consideration.

27. Award of Project

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by RMC to the Selected Bidder and the Selected Bidder shall, within 7 (Seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.

In the event the duplicate copy of the LOA duly signed by the selected bidder is not received by the stipulated date, unless it consents to extension of time for submission thereof, the right to signing of the agreement would be forfeited by RMC and the next eligible firm may be considered for the project.

28. Signing of the Agreement

The selected bidder required to execute the agreement with RMC within such time period from the date of issue of LOA, as specified by RMC.

29. Commencement of Assignment

The selected bidder shall commence the services from the date of signing of Agreement / issuance of work order or such other date as may be mutually agreed.

30. Important Information for Bidders

- a) Interested bidders are expected to carefully examine all instruction, information, forms, annexure etc. of this RFP document. Failure to comply with the requirement of RFP documents shall lead to the rejection of the proposal.
- b) By participating in the selection process all participating bidders shall agree in full to abide by the terms & conditions mentioned in this document.

- c) If at any stage before, during or after the selection process, it is found that the bidder has provided false information, it will lead to the immediate disqualification of the bidder and the RMC shall not be liable in any manner, whatsoever.
- d) The decision of the committee formed by the RMC for the selection process, shall be final and binding on all participating bidders and no disputes of any manner shall be entertained.
- e) The participating bidder shall bear all its costs associated with or relating to the preparation and submission of its proposal and the RMC 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.
- f) All information made available to RMC during the selection process shall be considered as privileged information. RMC shall not use this information for any purpose other than the selection process.
- g) Proof for fulfillment of selection criteria mentioned in the RFP document should be submitted. If the proposal is submitted without valid documents, OR is not in the prescribed formats, the proposal will be rejected. All documents should be submitted in the spiral bound. No loose document other than the tender document cost shall be accepted.
- h) No bidder shall contact RMC on any matter related to its proposal after the time of submission of application, unless requested so in writing. Any effort by the bidder to influence RMC in their decision in respect of evaluation will result in rejection of the proposal.
- i) RMC reserves its right to call for clarifications / original of the supporting document for verification, as deemed fit and to cross check for any details as furnished by the bidder.
- j) The firm will not engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

ANNEXURE – I: COVER LETTER
(on the letter head of the Bidder)

Date:

To

The Commissioner
Rourkela Municipal Corporation
Uditnagar, Rourkela-769012, Odisha

Sub: “Selection of an Agency for humanly catching & transporting of stray cattle and lifting of dead animals under the jurisdiction of Rourkela Municipal Corporation (RMC) area”.

1. With reference to your RFP Document dated _____, I / We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as an agency for the subject project. The proposal is unconditional and unqualified.
2. I/We acknowledge that RMC will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of the agency, and we certify that all information provided in the proposal and in the annexes, are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such proposal are true copies of their respective originals.
3. This statement is made for the express purpose of selection as the agency for the aforesaid project.
4. I / We shall make available to RMC any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I / We acknowledge the right of RMC to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I / We certify that in the last five 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 against the bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - a. We have examined and have no reservations to the RFP documents, including any Addendum/corrigendum issued by RMC;
 - b. I / We do not have any conflict of interest;

- c. I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with RMC or any other public sector enterprise or any government, Central or State; and
 - d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 8. I / We understand that you may cancel the selection process at any time and that you are neither bound to accept any proposal that you may receive nor to select the consultant, without incurring any liability to the bidders in accordance with the RFP document.
 - 9. I /We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory RMC which would 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 / We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 - 11. I /We 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 RMC (and/ or the Government of India) in connection with the selection of agency or in connection with the selection process itself in respect of the above-mentioned project.
 - 12. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the project is not awarded to me/us or our proposal is not opened or rejected.
 - 13. I / We agree to keep this offer valid for 120 (One hundred and twenty) days from the last date of submission of proposal (Bid Due Date) as specified in the RFP document.
 - 14. In the event of my/our firm being selected as the successful bidder, I/we agree and undertake to provide the services in accordance with the provisions of the RFP and subsequent agreement.
 - 15. I/We have studied RFP and all other documents carefully. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by RMC or in respect of any matter arising out of or concerning or relating to the selection process including the award of project.

16. The RFP document cost, technical proposal and financial proposal are being submitted in separate envelopes and put together in outer envelope.
17. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

For and on behalf of: _____

(Bidder Stamp)

(Signature, name and designation of the authorized signatory)

(Name, Title and Address of the Authorized Signatory)

ANNEXURE – II: DETAILS OF BIDDER
(on the letter head of the Bidder)

SN	Minimum Document for Eligibility	Compliance
1.	Name of the Bidder	
2.	Legal Status of the Bidder (i.e. the bidder must be a Private Limited Company/ Public Limited Company/ Partnership firm/ Limited Liability Partnership Firm/ Proprietorship firm/ Society/ Trust registered under relevant act(s) in India):	
3.	Registered Office Address with telephone, fax, website and email:	
4.	Country & Year of Incorporation (Please attach copy of certificate of incorporation/ registration):	
5.	PAN Card	
6.	Turnover Certificate duly attested by Chartered Accountant (Please attach copy of ITR, Balance Sheet, Profit & Loss A/c Statement for the FY 2018-19, FY 2019-20 & FY 2020-21)	
7.	Brief description of the bidder including details of its main lines of business and proposed role and responsibility in this Project: (Attach supporting documents such as Company profile / brochures, etc. if any)	
8.	Name, designation and contact no. of the Authorized Representative of the Bidder to whom all references shall be made:	
9.	RFP Document Cost (DD No. & Bank Name)	
10.	Has the bidder been debarred/ blacklisted by any Central / State government department / public sector undertaking / other government entities or local body in India in last 5 years prior to the date of issue of this RFP.	

Note: If answer to the statement at SN. 10 is yes, then the Bidder is not eligible for this assignment.

(Signature, name and designation of the authorized signatory)
For and on behalf of

ANNEXURE – III: TECHNICAL CAPACITY OF BIDDER

Abstract of Bidder's Experience

S N	Name of Project	Name of Client with Address and Contact No.	Date of Award of Contract / Assignment	Date of Completion of Project	Cost of Project (in Rs. Crore)	Attachments (Contract Agreement/ Work Order / Completion Certificates)
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)

Note:

- (i) The bidder should provide details of only those projects that have been undertaken by it under its own name.
- (ii) Certificate from Client regarding experience should be furnished (Enclosed WorkOrder/ Agreement Copy/ Completion Certificate).
- (iii) The bidder may attach separate sheets to provide brief particulars of other relevant experience of the bidder.

For and on behalf of:_____

(Bidder Stamp)

(Signature, name and designation of the authorized signatory)

ANNEXURE – IV: FINANCIAL CAPACITY OF BIDDER

Financial Year	Annual Turnover (in Rs.)
FY 2018-19	
FY 2019-20	
FY 2020-21	

Name of the Chartered Accountant:

(Signature, Seal, and registration number of the Chartered Accountant)

Date:

For and on behalf of:_____

(Bidder Stamp)

(Signature, name and designation of the authorized signatory)

Note: Please provide certified copies of Audited Financial Statements (ITR, Balance Sheet and Profit & Loss Account Statement) of the Organization / Agency for the period FY 2018-19, FY 2019-20 & FY 2020-21.

ANNEXURE – V: POWER OF ATTORNEY

(on Stamp Paper of relevant value)

Know all men by these presents, We_____ (name of firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms_____ (Name), son/ daughter /wife of_____ and presently residing at_____ (Address), who is presently employed with us and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the “**Attorney**”), to do in our name and on our behalf, all such acts, deeds and things as are necessary in connection with or incidental to submission of our bid for the RFP “Selection of an Agency for humanly catching and transporting of stray cattle and lifting of dead animals under the jurisdiction of Rourkela Municipal Corporation (RMC) area” (the “**Project**”) in response to the RFP document dated __being issued by Rourkela Municipal Corporation (the “**RMC**”), including but not limited to signing and submission of all documents and providing information/responses to RMC in all matters in connection with our Bid for the above said project.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS____DAY OF____. 20__.

For.....

(Signature)

(Name, Designation and Address)

Witnesses:

1.

2.

(Notarized)

Accepted

.....

(Signature)

(Name, designation and address of the Attorney)

ANNEXURE – VI: UNDERTAKING FROM THE BIDDER

(On Letterhead of the Bidder)

To

The Commissioner

Rourkela Municipal Corporation

Uditnagar, Rourkela-769012, Odisha

Sub: “Selection of an Agency for humanly catching & transporting of stray cattle and lifting of dead animals under the jurisdiction of Rourkela Municipal Corporation (RMC) area”.

Sir,

We do hereby undertake that our agency is not blacklisted/ debarred by any of the Central & State Governments or Public Sector Undertakings or other Government Authorities or Local Body in India in last 5 years as on the date of the submission of the RFP.

Also, none of the work has been rescinded / terminated by any Central or State Govt. Department / Public Sector Undertaking / Other Govt. entity or local body after award of contract to us during last 5 years due to our non-performance.

We further confirm that we are aware that our Proposal for the captioned subject would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Dated this _____ Day of _____ 20 _____

For and on behalf of: _____

(Bidder Stamp)

(Signature, name and designation of the authorized signatory)

ANNEXURE – VII: BID SECURITY DECLARATION FORM
(On Letterhead of the Bidder)

To

The Commissioner
Rourkela Municipal Corporation
Uditnagar, Rourkela-769012, Odisha

Sub: “Selection of an Agency for humanly catching & transporting of stray cattle and lifting of dead animals under the jurisdiction of Rourkela Municipal Corporation (RMC) area”.

Sir,
I/We, _____ (name and designation) on behalf of
_____ (organization name), the undersigned, declare that:

1. I/We understand that, according to conditions of the RFP, bid must be supported by a Bid Security Declaration In lieu of Bid Security/ Earnest Money Deposit.
2. I/We hereby accept that RMC/ Client/ Employer/ RFP Inviting RMC shall cancel our bid and / or suspend/ prohibit/ debar/ blacklist us from participating in bidding in any contract for a period of 180 days, if we are in breach of any obligation under the bid conditions, as under (without prejudice to our rights to claim damages or any other legal recourse):
 - a) I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
 - b) Having been notified of the acceptance our Bid by RMC during the period of bid validity or extended period, if any
 - i. fail or refuse to execute the contract/ agreement, or
 - ii. fail or refuse to furnish the Performance Security Deposit.
3. I/We understand that this Bid Security Declaration shall expire if I/We are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful bidder through award of contract; or (ii) after the expiry date of the bid validity of my/our bid.

For and on behalf of: _____

(Bidder Stamp)

(Signature, name and designation of the authorized signatory)

ANNEXURE – VIII: FINANCIAL BID
(On Letterhead of the Bidder)

Name of Work: “Selection of an Agency for humanly catching & transporting of stray cattle and lifting of dead animals under the jurisdiction of Rourkela Municipal Corporation (RMC) area”.

SN	Description of Work	Unit	Rate to be quoted by bidder (in Rs)
1	Catching & transporting of stray cattle and lifting & burying of dead animal	Per animal	

Note:

1. Bidder is required to quote rate inclusive of all items, equipment's, manpower, vehicles and applicable taxes & duties.

Date:

Place:

For and on behalf of _____

(Bidder Stamp)

(Signature, name and designation of the authorized signatory)