

# **BRAHMAPUR MUNICIPAL CORPORATION**

## **Notice Inviting RFP for selection of Agency for the Operation and Management of Goshala Constructed by BeMC at Gosaninuagaon and Hugulapata.**

NIT No : 13999

Dated : 26.09.2025

Brahmapur Municipal Corporation, Brahmapur invites Technical and Financial Proposals from Professional agencies of National and International repute for the operation and management of Goshala Constructed by the BeMC primarily for stray cattle in Goshala at Gosaninuagan and Hugulapata as specified in this RFP Document.

The detailed RFP document can be downloaded from the website link <https://www.berhampur.gov.in/> with effect from 26.09.2025 onwards and response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its implications.

Interested Agencies/Organisations are requested to submit the details to the undersigned as per the schedule indicated in the Fact Sheet by post (Registered / Speed Post / Courier) at the office of the Commissioner, Brahmapur Municipal Corporation, Brahmapur. Based on the eligibility criteria as mentioned in the RFP, the applicant agency will be selected.

For any further clarifications, please contact the Deputy Commissioner, BeMC, Brahmapur on Phone No 83288232974 during official working hours (10 am to 5.30 pm) on official working days.

The Authority reserves the right to accept or reject any RFP without assigning any reason thereof.

Sd/  
Commissioner  
Brahmapur Municipal Corporation

Memo No. 14000

Date: 26.09.2025

Copy submitted to the Collector and DM, Ganjam for kind information.  
Copy to CDVO, Ganjam, Brahmapur for information and necessary action.  
Copy to all Committee members for information and necessary action.

Sd/  
Commissioner  
Brahmapur Municipal Corporation

Memo No. 14001

Dt. 26.09.2025

Copy to the Steno to Mayor, Berhampur Municipal Corporation/ All Officers of BeMC/ office Notice Board/DA Receive/ spare copies to concerned files for reference and record.

Sd/  
Commissioner  
Berhampur Municipal Corporation

## Fact Sheet

Sl. No.	Milestone	Date
1	Request for Proposal (RFP) document made available to the applicants	26.09.2025
2	Response to queries (Pre-Bid Discussion)	08.10.2025 at 11:30 AM at BeMC Office, Brahmapur
3	Last date for receipt of Technical and Financial proposals (Sealed Envelope)	16.10.2025 by 05:00 PM at Brahmapur Municipal Corporation, Brahmapur, Ganjam, Brahmapur )
4	Opening of Technical proposals	17.10.2025 at 11:00 AM (At BeMC, Brahmapur )
5	Technical Presentation	20.10.2025 at 11:00 AM (at BeMC conference hall, Berhampur)
6	Opening of Financial proposals of applicants who qualify Technical criteria	To be intimated to selected Agency
7	Letter of Award	To be intimated to selected Agency
8	Start Date	To be intimated to selected Agency
9	Cost of Tender (Demand Draft)	INR 6,720/- (Rupees Six Thousand Seven Hundred and Twenty Only) for each Goshala in shape of DD in favour of Commissioner, Brahmapur Municipal Corporation, Brahmapur
10	Earnest Money Deposit (EMD) (Demand Draft)	INR 40,000/- (Rupees Forty Thousand Only) for each Goshala in shape of DD in favour of Commissioner, Brahmapur Municipal Corporation, Brahmapur
11	Performance Bank Guarantee	INR 4,00,000 (Rupees Four Lakh Only) for each Goshala
12	Method of Selection	QCBS 70:30
13	Contact Details	Deputy Commissioner, BeMC, Berhampur Mobile No 8328823294 Email- <a href="mailto:mcbemc08@gmail.com">mcbemc08@gmail.com</a>

### Note:

1. Commissioner, BeMC reserves the right to change any schedule. Please visit the website mentioned in the RFP document regularly for the same.
2. Proposals must be submitted before the date, time and venue mentioned in the Fact Sheet. Proposals that are received after the deadline will not be considered.



NIT NO: 13999

DATE: 26.09.2025

## **REQUEST FOR PROPOSAL (RFP)**

FOR

**SELECTION OF A PROFESSIONAL AGENCY**

**FOR OPERATION AND**

**MANAGEMENT OF GOSHALA**

**CONSTRUCTED BY BeMC,**

**AT- GOSANINUAGAON & HUGULAPATA**

Issuer:

**Brahmapur Municipal Corporation, Brahmapur**

**Dist- Ganjam, Pin-760002**

**Email: [mcbemc08@gmail.com](mailto:mcbemc08@gmail.com)**

Notice Inviting RFP for selection of Agency for the Operation  
and Management of Goshala Constructed by  
BeMC at Gosaninuagaon and Hugulapata.

NIT No : 13999

Dated :26.09.2025

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Sd/-  
Commissioner  
Brahmapur Municipal Corporation

## **DISCLAIMER**

The information contained in this Request for Proposal (hereinafter referred to either as "TENDER") document provided to the Bidders, by the Commissioner, BeMC hereinafter referred to as Commissioner or Deputy Commissioner or advisors, is provided to the Bidder(s) on the terms and conditions set out in this TENDER document and all other terms and conditions subject to which such information is provided.

The purpose of this TENDER document is to provide the Bidder(s) with information for operation and management of Goshalas constructed by the BeMC at Gosaninuagaon and Hugulapata. This TENDER document may not be appropriate for all persons, and it is not possible for the Commissioner, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this TENDER document.

Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this TENDER document and wherever necessary obtain independent advice from appropriate sources. Commissioner, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the TENDER document.

Commissioner, BeMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this TENDER document.

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# 1. Background

## About Animal Resources Development Sector, GANJAM.

The Animal Resources Development Department is responsible not only for increase in the milk, meat & egg production of the State but also the welfare of the animals. In order to provide animal protein containing essential amino acids, vitamins and minerals to the human population, the Animal Resource Development department plays an important role in our society. The department also look after the prevention & control of the diseases of the animals & birds. In this context, the Commissioner, BeMC plays an important role in implementation of the above programmes in the Corporation area as well as see the welfare of the domestic, stray and orphaned animals.

Stray cattle menace has reached an alarming proportion in Brahmapur town after the Severe Cyclonic Storm “PHAILIN” and “FANI”. There is extensive damage to the livestock sector in the district affecting the livelihood of the people. Thousands of cow sheds were damaged & also people lost their own shelter which forced them to let loose their animals causing increased population of the stray animals in Berhampur town. Previously people letting loose their male animals in the name of God or Goddess which is associated with ritual/belief within the community. Thus increased stray animal population after the cyclone has made the situation worse. These stray animals move around Main Road, street and often lock horns, hurt public in the town. Bull fighting in the middle of the road often cause panic among people and accidents at times. After Cyclone this phenomenon has led to increase the frequency of accidents, traffic problems, polluting the environment, damaging public and Government properties etc.

So it is felt that pragmatic remedial measures need to be taken to tackle such issues by relocating these animals in the Goshala with adequate facilities in Brahmapur Municipal Corporation (BeMC), in association with the Professional Agency to manage the Goshala.

**2. Objectives of the Proposal** The objective of this assignment is to engage Agencies/Organisations registered under the Societies Registration Act, 1860 or Trust Acts or other similar laws of the State Governments, for Operation & Management of Goshala constructed by BeMC at Gosaninuagan and Hugulapata.

## 3. Scope of Work

The broad scope of work shall cover the following activities and the Agency is expected to adequately detail out these activities/components as part of their Technical Proposal. The Agency is also free to suggest any alternatives/changes to meet the objectives better, provided that such deviations are properly justified and implemented in an optimal manner.

### **The Agency shall be responsible for:-**

1. Management of Goshala at Gosaninuagaon and Hugulapata.
2. Provide Required Manpower for running the daily operations.
3. Establish requisite system to ensure adequate facilities for proper health of the stray cattle in the Goshala and also proper sanitation facilities.
4. The sick animals are to be treated properly & in case of death the Post-mortem to be conducted by Govt. veterinary doctors of the concerned area.
5. Management of the water body/bore wells.
6. Establish proper system, including tagging the cattle, to ensure the relocated stray cattle in the Goshala do not return back to the city.

### **Deliverables of the Agency/NGO/Institution/Firm**

1. Preparation & submission of Operation plan report within 7 days of issue of work order.
2. Submit monthly consolidated Reports on Survey in the Goshala & rescue operation.
3. Submit monthly consolidated Reports on the Management of the Goshala
4. Any other Report as per Instruction & required by the competent Authority.

## **4. Instruction to Bidders**

- I. The Bidders are invited to submit Technical and Financial proposals as per the given formats in separate sealed covers for the services required for the assignment.
- II. The selection would be based on the Quality-cum-Cost Based Selection (QCBS) procedure, subject to the Technical Proposal is in substantive compliance with the RFP requirements. The proposal will form part of the contract with the selected Agency.
- III. The Technical Proposal should be submitted along with Bid Cost of Rs. 6720/- (Non-refundable) a refundable EMD of Rs. 40,000/- in the form of DD drawn in favour of "Commissioner, Brahmapur Municipal Corporation" payable at Brahmapur.
- IV. The Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiations. Commissioner, BeMC is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the bidders.
- V. The selected bidder shall provide professional, objective, and impartial advice and at all times hold Commissioner's interest paramount.

- VI. The Technical and Financial proposals to be submitted by the Bidders should be firm and valid for a period of 180 days from the last date of submission of the proposal.
- VII. Bidders may request clarifications on the RFP document within 7 calendar days from the date of issue of this RFP. Any request for clarification must be sent in writing, or by E-Mail.
- VIII. At any time before the submission of Proposals, Commissioner, BeMC may amend the RFP by issuing an addendum. The addendum shall be a part of the original RFP and shall be uploaded in this website.
- IX. The proposal (Technical and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for Technical qualification, Technical and Financial proposals should respectively be in the prescribed formats given in the **Annexure 1 to 6**.
- X. An authorized representative of the bidders shall initial all pages of the Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- XI. The Agency will submit Manpower/Professionals as per **Annexure-4**.
- XII. Technical Proposal shall be placed in a separate sealed envelope clearly marked as,

**“TECHNICAL PROPOSAL FOR OPERATION & MANAGEMENT OF  
GOSHALA CONSTRUCTED BY BeMC AT GOSANINUAGAON AND  
HUGULAPATA**

Similarly, the Financial Proposal shall be placed in a sealed envelope clearly marked as **“FINANCIAL PROPOSAL FOR OPERATION & MANAGEMENT OF  
GOSHALA CONSTRUCTED BY BeMC AT GOSANINUAGAON AND  
HUGULAPATA**

The two envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall be clearly marked as **“PROPOSAL FOR OPERATION & MANAGEMENT OF GOSHALA  
CONSTRUCTED BY BeMC AT GOSANINUAGAON AND HUGULAPATA**

- XIII. The Proposals must reach to BeMC at the below mentioned address latest by 10.09.2025 by 05:00 PM.
- XIV. The proposals shall be sent by Registered Post/Courier/Speed Post/sealed drop box. Proposals sent through facsimile, email, is not allowed. The Proposals may also be submitted by hand and to be dropped in the drop box available at following address. The sealed proposals shall be addressed to

**Commissioner, Brahmapur Municipal Corporation  
At – Brahmapur, Dist- Ganjam-760001**

## 5. Eligibility Criteria

### 5.1 Eligibility requirements for the Agency:

The applicant must possess the requisite experience, strength and capability in providing the services necessary to meet the requirements as described in the RFP document. The applicant must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the services for operation and management of the Goshalas constructed by the BeMC.

The proposals must be complete in all respect and should cover the entire scope of work as stipulated in the RFP document. The invitation to Proposal is open to all applicants who qualify the eligibility criteria as given below:

<b>Conditions of Eligibility</b>			
<b>S. No.</b>	<b>Basic Requirement</b>	<b>Specific Requirement</b>	<b>Documents Required</b>
1.	Legal Entity	Applicants eligible for participating in the assignment should be a single Legal Entity registered in India.  Applicants should be registered under the Indian Societies Act / Indian Trust Act / Indian Religious and Charitable Trusts Act / or as a not for profit Company under the Companies Act or the relevant state Acts for at least three years as on the 1st September 2025.	- Registration Certificate  - PAN Card
2.	Applicant Turnover	The applicant should have a minimum average annual turnover of Rs 15 Lakhs over the last three FYs (FY 22-23, FY 23-24 & FY 24-25). If the balance sheet for the FY 24-25 is not available then that of FY 21-22 shall be considered.	Audited Balance sheet and Profit & Loss Statement OR Certificate from the statutory auditor
3.	Earnest Money Deposit (EMD)	The applicant should submit, as part of its proposal, an Earnest Money Deposit EMD of INR 40,000 (Rupees Forty Thousand only), for each Goshala in the form of Demand Draft drawn in favour of Commissioner, Brahmapur Municipal Corporation payable at Brahmapur	Original Demand Draft

4.	Applicant's Experience	Should have at least 1 years experience in operation and management of Goshalas.	Previous work orders/ Audit statement/ Completion certificates shall be submitted
5.	Authorized Representative from applicant	A Power of Attorney / Board Resolution/any other form of declaration in the name of the person signing the proposal.	Original Power of Attorney / Board Resolution Copy/any other form of declaration

## 6. Period of Execution

The initial period of contract shall be 2 years from the date of award of the contract. However, it can be extended based on the performance of the selected Agency.

## 7. Evaluation and Selection

### 7.1 Technical Evaluation

Initial Bid scrutiny will be made and incomplete details as given below will be treated as non-responsive if Proposals

- i. Are not submitted in as specified in the RFP document
- ii. Received without the Letter of Authorization (Power of Attorney/Board Resolution/any other form of declaration)
- iii. Are found with suppression of relevant details
- iv. With incomplete information, subjective, conditional offers and partial offers submitted
- v. Submitted without the documents requested in the checklist
- vi. Have non-compliance of any of the clauses stipulated in the RFP
- vii. Have a lesser validity period

All responsive Bids will be considered for further processing as below.

Technical Evaluation Committee will prepare a list of responsive Applicants, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Committee according to the evaluation process defined in this RFP document. The decision of the Committee will be final & binding in this regard.

- a. Technical Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.

- b. Commissioner BeMC may conduct clarification meetings with each or any Applicant to discuss any matters, technical or otherwise.
- c. Further the scope of evaluation committee also covers taking any decision with regard to the Tender document, execution/ implementation of the project including management period.
- d. Proposal shall be opened in the presence of Applicants' authorized representatives who intend to attend at their cost. The Applicants' authorized representatives who are present shall sign a register giving evidence of their attendance.
- e. Proposal document shall be evaluated as per the following steps.
- i. Preliminary examination of pre-qualification/ eligibility criteria documents: The prequalification document will be examined to determine whether the Applicant meets the eligibility criteria, whether the Proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this RFP document will be rejected and will not be considered further.
- ii. Evaluation of document: A detailed evaluation of the bids shall be carried out in order to determine whether the Applicants are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the RFP document. Bids received would be assigned scores based on the parameters defined in the table below. All supporting documents submitted in support of Eligibility and Technical Evaluation matrix should comply with the following:
- Supporting document is to be submitted in Technical Cover.
  - Supporting documents should clearly indicate the value of the completed/ on-going project and scope of work/ services should be clearly highlighted.
  - In case of Applicant is having Non-Disclosure Agreement (NDA) with their client, no such experience will be counted (if agreement copy is not submitted). However, it can be considered if statutory auditor certificate can be furnished.
  - Applicants failing to comply with any of the above then the Bid will be summarily rejected.

### Technical Evaluation Criteria

Sl. No.	Evaluation Criteria	Maximum marks
1	<b>Technical Credentials</b>	<b>70</b>
1.1	The Applicant should have an average turnover of Rs 15 Lakhs for the last 3 FY. Rs 15-20 Lakhs- 10 marks Rs 20-25 Lakhs- 15 marks	20

	>Rs 25 Lakhs- 20 marks	
1.2*	Applicant's Experience in operating and management of Goshalas. 01 years- 10 marks 2-3 years- 15 marks >=3 years- 20 marks	20
1.3*	The Applicant should have experience of operating and managing Goshalas for stray cattle in Odisha with a minimum strength of 100. 100-200- 10 marks 200-300- 20 marks >300- 30 marks	30
<b>2</b>	<b>Technical Presentation</b>	<b>30</b>
2.1	Understanding of the assignment and work program to be exhibited along with the competence of the team.	10
2.2	Approach and Methodology	10
2.3	CV of Personnel	10
<b>3</b>	<b>Total</b>	<b>100</b>

\*The Applicants should provide supporting documents in the format given in Form 2 Annexure 1 below.

## 7.2 Financial Evaluation

The Applicant shall be selected on the basis of Quality cum Cost Based System (QCBS), whereby Technical Proposal will be allotted weightage of 70% and Financial Proposal will be allotted weightage of 30%. The Proposal with the lowest bid shall be given a financial score of 100 and all other proposals shall be given financial scores that are inversely proportional to lowest Financial Proposal as stated below. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

Financial Proposals of only those Applicants who scores at least 70% marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria.

The Financial Proposals shall be given scores as follows:

$S_f = 100 \times F_m / \text{Financial Proposal of Applicant under consideration}$

1.  $F_m$ : Lowest Financial Proposal 2.  $S_f$ : Financial Score

### **7.3 Selection Process**

For selection of Agency/Advisor, final ranking will be determined based on the combined total score for each Applicant separately. This will be done by applying a weight of 0.70 (or 70 %) and 0.30 (or 30%) respectively to the technical (Te) and financial scores (Sf) of each qualifying Proposal. The Total Score of Technical Proposal and Financial Proposal shall be computed as follows:

$$\text{Total Score} = (\text{Te} \times 0.70) + (\text{Sf} \times 0.30)$$

The Applicant scoring the highest Total Score shall be declared as the **“Selected Applicant”**

## **8. Site Visit & Verification of Information**

The interested bidders are encouraged to submit their proposal after visiting the Project site and ascertaining themselves the site conditions, location, surroundings, climate, access to the site, applicable laws, guidelines, regulations or any other matter considered relevant by them.

## **9. Default of Service**

Deviation and/ or Refusal and/ or non-Performance towards in any of the obligations described in the Scope of Services would be treated as default of service of the selected Firm. Upon default of service, the Commissioner, BeMC would reserve the right to forfeit the Performance Security and the payment outstanding for the said job. In addition, the Commissioner, BeMC would also have the right to terminate the agreement with the selected firm.

## **10. Tender Document Fee**

Non-refundable Tender Document (downloaded from the website) cost in shape of Demand Draft from any scheduled commercial bank in favour of Commissioner, Brahmapur Municipal Corporation payable at Brahmapur for Rs.6720/- (Rupees Six thousand Seven Hundred and Twenty only) for each application is to be furnished by the bidder along with the technical Bid. Bid without the requisite tender Document cost shall be treated as non responsive and rejected.

## **11. Earnest Money Deposit (EMD)**

EMD in shape of Demand Draft from any scheduled commercial bank in favour of Commissioner, Brahmapur Municipal Corporation payable at Brahmapur for Rs.40,000/- (Rupees Forty thousand only) for each application is to be furnished by the bidder along with the Technical Bid. Bid without the requisite EMD shall be treated as non-responsive and rejected. No exemption from submission of EMD is allowed. No adjustment of EMD with respect to other works previously lying in BeMC is allowed. Unsuccessful bidder's EMD will be discharged/ returned within 60 days from the date of execution of the agreement between BeMC and the selected firm. No interest will be paid on EMD. The EMD may be forfeited in the following conditions: (a) If a Bidder withdraws its Bid during the period of validity of the Bid, (b) In case of a successful bidder, if the bidder fails to execute the work assigned.

## 12. Performance Security

At the time of signing the Contract the successful bidder shall submit a Performance Security in the form of a demand draft for Rupees Rs 4,00,000/- (Rupees Four lakh only) of a scheduled nationalized bank payable at Berhampur, favouring the Commissioner, Brahmapur Municipal Corporation; or in the form of a Performance Bank Guarantee, from a scheduled nationalized bank with a branch in Berhampur, for Rupees Rs 4,00,000/- (Rupees Four lakh only) with a validity of Two year. The Performance Bank Guarantee will be in accordance with the pro-forma bank guarantee given in **Annexure-2**.

## 13. Governance Structure

A Goshala Management Committee (GMC) shall be formed with the following as members

- |                              |                 |
|------------------------------|-----------------|
| a. Commissioner, BeMC        | Chairman        |
| b. Sub-Collector, Berhampur  | Member          |
| c. Deputy Commissioner, BeMC | Member Convenor |
| d. CDVO, Ganjam, Berhampur.  | Member          |
| e. ADVO (AW) Ganjam          | Member          |
| f. S.D.V.O. Berhampur.       | Member          |

The Management Committee shall overview the entire functioning of the Goshala and conduct performance review in every six months. All payments by BeMC shall be made after the approval of the Management Committee

## 14. Validity of Bid

Proposal shall remain valid for 180 days from the last date of submission of Proposal. A Proposal valid for a shorter period shall be rejected as non-responsive.

## 15. Disputes

All legal disputes are subject to the jurisdiction of Berhampur court only.

## 16. Acknowledgement by Bidder

**It shall be deemed that by submitting a Proposal, the bidder has:**

- made a complete and careful examination of the RFP, general condition of contract, submission formalities and evaluation mechanism;
- received all relevant information requested from Commissioner, BeMC/
- acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in this invitation document or furnished by or on behalf of the Commissioner, Brahmapur Municipal Corporation.
- satisfied itself about all matters, things and information necessary and required for submitting the proposal and performance of all of its obligations there under;

e. acknowledged that it does not have a conflict of interest with any other Agency;  
and

f. Agreed to be bound by the undertaking provided by it under and in terms hereof  
Commissioner, BeMC shall not be liable for any omission, mistake or error on the part  
of the firm in respect of any of the above or on account of any matter or thing arising out  
of or concerning or relating to this invitation document or the selection process,  
including any error or mistake therein or in any information or data given by the  
Commissioner, BeMC.

## **17. Right to reject any or all Proposals**

Notwithstanding anything contained in this invitation document, BeMC  
reserves the right to accept or reject any Proposal and to annul this selection Process  
and reject all proposals, at any time without any liability or any obligation for such  
acceptance rejection or annulment, and without assigning any reasons thereof n  
approval of Goshala management committee.

Commissioner, BeMC also reserves the right to reject any Proposal if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the firm does not submit sufficient information as being asked for

## **18. Penalty**

BeMC shall deduct 1% of the work order value at each stage for delay of  
submission of reports beyond 3 weeks.

## **19. Language**

The Proposal and all communications in relation to or concerning the Selection  
Process shall be in Odia or English language and strictly on the formats provided in this  
invitation document.

## **20. Late Submission**

Proposals received after the deadline for submission prescribed by BeMC will not  
be entertained and shall be rejected.

## **21. Modifications and Withdrawal of Proposals**

No modifications to the Proposals shall be allowed once it is received by BeMC

## **22. Award of Project**

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the  
BeMC to the selected bidder and the 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 BeMC and the next eligible firm may be considered for the project.

## **23. Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the selected firm, it shall execute the Contract Agreement within a period of 7 days from the date of issuance of LOA. The selected bidder shall also deposit the performance security before the execution of the contract agreement. The successful bidder shall not be entitled to seek any deviation in the Agreement.

## **24. Commencement of Assignment**

The selected bidder shall commence the assignment within 7 days from the date of signing of the Agreement. If the bidder fails to commence the assignment as specified herein, BeMC may, unless it consents to extension of time thereof may forfeit the Performance Security and appropriate the same.

## **25. Consortium**

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

## **26. Proprietary data**

All documents and other information provided by BeMC or submitted by the bidder to BeMC shall remain or become the property of BeMC. The bidders are to treat all information as strictly confidential. BeMC will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Agency to BeMC in relation to the project shall be the property of BeMC

## **27. Bidding Parameter**

The bidding parameter shall be cost of maintenance per stray cattle per day.

## **Cover Letter**

(On the Letterhead of the applicant)

To,  
The Commissioner  
Brahmapur Municipal Corporation  
Brhahmapur

Sir,

We, the undersigned, offer to provide the Operation and Management of \_\_\_\_\_ Goshala constructed by BeMC in accordance with your Request for Proposal dated \_\_\_\_\_.

We are hereby submitting our Proposal, which includes this Technical and Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it would lead to our disqualification. We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unconditional in all respects and we agree to the terms and conditions of the Request for Proposal.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other applicant or other person(s) and also not done any act, deed or thing which is or could be regarded as anticompetitive.

Thanking You,

Yours Sincerely,

Duly signed by the Authorised Signatory of the Applicant  
(Name, Title and Address of the Authorised Signatory)

# Details of Applicant

(On the Letter Head of the Applicant)

(a) Name of the Bidder:
(b) Name of the contact person :
(c) Designation :
(d) Company/Firm :
(e) Address :
(f) Telephone number :
(g) E-mail address :
(h) Fax number :
(i) Mobile number:
(j) Annual Turnover for the latest 3 years available:
2021-22
2022-23
2023-24
2024-25
Duly signed by the Authorised Signatory of the Applicant
(Name, Title and Address of the Authorised Signatory)

Signed and sealed by a Chartered Accountant

Membership No.

**PROPOSAL SUBMISSION FORM**

(On Bidder's letterhead)

To

The Commissioner,  
Brahmapur Municipal Corporation,  
Brahmapur

Date:

Sub: Technical Proposal against RFP for engaging Agency for operation and management of \_\_\_\_\_ Goshala constructed by BeMC.

Dear Sir,

- I. With reference to your RFP document dated \_\_\_\_\_, I/we, having examined the RFP Documents and understood their contents, hereby submits our Proposal for operation and management of \_\_\_\_\_ Goshala constructed by BeMC.
- II. The Proposal is unconditional and unqualified.
- III. All information provided in the Proposal and in the Forms & Annexure is true and correct. This statement is made for the express purpose of qualifying as an Applicant for undertaking the Project.
- IV. We shall make available to the BeMC any additional information it may find necessary or required to supplement or authenticate the Bid.
- V. We acknowledge the right of the BeMC to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- VI. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- VII. We declare that:
  - A. We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the BeMC.

- B. We do not have any conflict of interest in accordance with the RFP document.
  - C. 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, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the BeMC or any other public sector enterprise or any government, Central or State; and
  - D. We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice.
- VIII. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
- IX. We declare that we have no business relationship with any other firm submitting a Proposal for the Project.
- X. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- XI. 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.
- XII. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
- XIII. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we shall intimate the BeMC of the same immediately.
- XIV. We hereby irrevocably waive any right which we may have at any stage at law or however otherwise arising to challenge or question any decision taken by BeMC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

- XV. In the event of our being declared as the successful applicant, we agree to enter into an Agreement in accordance with the draft attached in the RFP document.
- XVI. We have studied all the RFP Document carefully. We understand that except to the extent expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the BeMC or in respect of any matter arising out of or concerning or relating to the selection Process including the award of contract.
- XVII. The Assignment Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement.
- XVIII. We agree and understand that the Proposal is subject to the provisions of the RFP Documents. In no case, we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Proposal is not opened.
- XIX. We agree to keep this offer valid for 180 (one hundred and eighty) days from the Proposal Due Date specified in the RFP.
- XX. 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,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the Authorized signatory)

Name and seal of Bidder

## Form 2 Annexure 1

### Organisational Structure

Sl. No	Subject head/Particulars	
1.	Name, address, telephone & Fax number of the bidder:	
2.	Registration No. (Incorporate certificate No. and Date etc. as applicable)	
3.	Name, Address, Telephone and Fax No of the Head of the Organization / Agency	
4.	No. of Full-Time Project Management staff working in your organization / Agency for last 3 years	
5.	No. of Technically Qualified staff engaged on Full-Time Basis in your Organization / Agency for last 3 Years	
6.	No. of non-technical Project Management staff engaged in full time basis in your Organization / Agency for last 3 Years (Incorporate a brief profile of Project Management Non-Tech Staff)	
7.	No. of Technical and Non-Technical Project Management staff turnover during last 3 years (Incorporate a list of the staff, designation, and year of leaving the Organization / Agency).	
8.	Year wise turnover of the Organization/ Agency over last 3 years	
9.	List of Projects & its Funding Agency in last 3 years	
10.	List of Similar Projects or Equivalent projects & its Funding Agency in last 3 years	
11.	List the years of experiences the bidder possesses related to operation and management of Goshalas	

### Format –A of Form 2 Annexure-1

List assignments related to ‘Operation & Management of Goshalas’ to prove years of experience:

SI No	Name of the Project and Year	Sponsoring Agency / Govt. Dept / Other Client/ Own	Duration	Coordinator of the Project	No of FullTime staff Involved	No of cattle	No of Hired Consultants involved	Location	Value of the work

\* The bidder should submit copies of order from client with scope of work and project value and work completion certificates.

### Format –B of Form 2 Annexure-1

\*List of assignments related to ‘Operation & Management of Goshalas’ with at least 200 cattle:

SI No	Name of the Project	Sponsoring Agency / Govt. Dept / Other Client	Associated Government Authority	Coordinator of the Project	No of FullTime staff Involved	No of cattle	Location	Value of the contract

\* The bidder should submit copies of order from client with scope of work and project value and work completion certificates.

## Form 3. Annexure 1

What had been the approaches and methodologies followed by your organization / agency for Operation & Management of the Goshalas or similar projects, mentioned in Form 2 (Present a Diagrammatic presentation of project management structures)

### Approach & Methodology

This Form is to enable the bidders to demonstrate their responsiveness to the requirements.

1. List out in bullet points what are the 'Major Deliverables' of the bidder under Operation & Management of Goshala Constructed by BeMC.
2. Frame-in the proposed methodologies and approaches along with the work plan in a tabular form against 'Each of the Major Deliverables'.
3. List out at least 05 major challenges, including those that may be peculiar to the city where surveys or Mobilisation or Rescue operation are to be conducted, that you contemplate to encounter in the course of executing the assignment and how would you overcome those challenges.
4. List out at most in 10 sentences your methodologies and approaches towards 'Quality Control' of the Operation & Management of the Goshalas for stray cattle mentioned above.

**Format of Bank Guarantee**

In consideration of the Commissioner, Brahmapur Municipal Corporation, Berhampur (hereinafter called the "Client") having offered to accept the terms and conditions of the proposed agreement(hereinafter called the "said Agreement") between Commissioner, Brahmapur Municipal Corporation, Brahmapur and M/s..... (hereinafter called the "said Bidder") for the work of Operation & management of Goshala under BeMC having agreed to production of an irrevocable bank guarantee for Rs. \_\_\_\_\_(Rupees \_\_\_\_\_ only) as a security / guarantee from the Bidder for compliance of its obligations in accordance with the terms and conditions in the said agreement. We \_\_\_\_\_ (hereafter referred to as the "Bank") hereby undertake the following:

1. We undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
2. The payment so made by us under bond shall be a valid discharge of our liability for payment there under, and the contractor/Agency/Firm(s) shall have no claim against us for making such payment.
3. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Client under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Client certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.
4. We further agree with the Client that the Client shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Client or any indulgence by the Client to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
6. We lastly undertake not to revoke this Guarantee except with the prior consent of the Client in writing.

7. This guarantee shall be valid up to..... Unless extended on demand by the Client Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and unless a claim in writing is lodged with us under this Guarantee shall stand discharged. Dated the \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_.

Signature of the Authorised Officer of the bank  
Name & designation of the Officer Seal,  
Name & Address of the Branch  
Address of the bank

**DRAFT CONTRACT**

THIS CONTRACT (“CONTRACT”) is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2025 at ----- .

**BETWEEN:**

Commissioner, Brahmapur Municipal Corporation, Brahmapur having its office at Ramlingeswar Park Road, Brahmapur (herein after referred to as “BeMC” or the “First Party” which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assignees) of One Part

**AND**

Name of the organisation, a company / firm having its registered / head office at \_\_\_\_\_ (hereinafter referred to as the “Agency” or the “Second Party” which expression shall, unless it be repugnant to the context or meaning thereof, includes its administrators, successors and permitted assignees) of the Other Part The ..... and the Agency are, collectively, referred to “Parties”.

WHEREAS the ..... requires the Agency to provide the services as defined in Appendix II (‘the Services’);

AND WHEREAS the Agency has agreed to provide the Services on the terms and conditions set out in this Contract.

IT IS HEREBY AGREED between the Parties as follows:

1. Documents: The following appendices are integral parts of this Contract:

Appendix 1 :- General conditions of the Contract

Appendix 2 :- Services to be provided by the Agency

Appendix 3 :- Applicable Fees and Charges payable to the Agency and accepted by the .....

This Contract constitutes the entire Contract between the Parties in respect of the Agency’s obligations and supersedes all previous communications between the Parties, other than as may be expressly provided for herein. It may be amended only by a written instrument signed by both Parties.

2. Commencement and Duration of the Services

The Agency shall start the Services on [insert start date] (‘the Start Date’) and shall complete them by [insert end date] (‘the End Date’) unless this Contract is terminated earlier in accordance with its terms and conditions.

3. Time of the Essence

Time shall be of the essence as regards the fulfilment by the Agency of its obligations under this Contract.

For and on behalf of the Corporation

Name:

Date:

For and on behalf of Agency

Name:

Date:

Witness 1

Name:

Date:

Address:

Witness 2

Name:

Date:

Address:

## General Conditions of Contract

### 1. DEFINITIONS

- 'the Agency' means the person, partnership or company with whom this Contract is placed.
- 'the Agency's Representative' means the Project Coordinator who is responsible for all contractual aspects of the Contract on behalf of the Agency.
- 'the Agency's Personnel' means any person instructed pursuant to this Contract to undertake any of the Agency's obligations under this Contract, including the Agency's employees and agents.
- 'the BeMC's Representative' means any entity appointed by the BeMC to act on the BeMC's behalf with regard to supervision and/or management of this Contract.
- 'the Services' means the services set out in **Appendix -2**.
- 'the Nodal Officer' means the person named in Appendix II, who is responsible for ensuring coordination between the BeMC and the Agency
- 'Contract Documents' means the documents listed in the Contract Agreement, including any amendments thereto.
- 'Contract Price' means the price payable to the Agency as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- 'Contract' means this Contract entered into between the BeMC and the Agency, together with the Contract Documents referred to herein, including all attachments, appendices, and all documents incorporated by reference herein.

### 2. SEVERABILITY

Every paragraph, part, term or provision of this Contract is severable from the others. If any paragraph, part, term or provision of this Contract is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining paragraphs, parts, terms and provisions of the Contract shall not be affected thereby but shall remain in full force and effect.

### 3. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of employer and employee, principal and agent, partners, or joint ventures between the BeMC and Agency, or BeMC's and Agency's officers, directors, partners, managers, employees or agents. The Agency, subject to this Contract, has complete charge of personnel performing the Services and shall be fully responsible for the Services performed by it or on its behalf hereunder. The Contract shall commence on the date it is executed by the Parties.

#### **4. DURATION OF THE CONTRACT**

The Contract period with the selected Firm shall be valid for a period of 2 years from the date of execution of the contract agreement, extendable upon satisfactory performance.

#### **5. MODE OF PAYMENT**

The payment is made as per the monthly invoice raised by the selected agency, based on the rate as approved under the RFP and recorded in **Appendix 3**.

#### **6. PENALTY FOR DEFAULT**

Penalty at the rate of 1% cost of the balance / delayed work, per week of delay shall be levied on the Fee subject to a maximum of 10% of the total cost of Services. In the event of total default / failure by the Agency in providing Services, the BeMC reserves the right to get the Services executed by any other Agency at the cost and risk of the Second Party.

#### **7. TERMINATION OF THE CONTRACT**

This Contract shall be effective on the date hereof and shall continue in full force until completion of the Services or terminated earlier as described below:

##### **Suspension or Termination without Default of the Agency**

The BeMC may, at its sole discretion, suspend or terminate this Contract at any time by notifying the Agency and giving the reason(s) for such suspension or termination. Where this Contract has been so suspended or terminated the Agency shall:

- a. take such steps as are necessary to terminate the provision of the Services, in a cost-effective, timely and orderly manner; and
- b. provide to the BeMC not more than 10 days after the BeMC notifies the Agency of the suspension or termination of this Contract an account in writing, stating any costs due before the date of suspension or termination; Subject to the BeMC's approval, such amount shall be paid to the Agency within 30 days of receipt from the Agency of an Invoice in respect of the amount due.

##### **Suspension or Termination with Default of the Agency**

The BeMC may notify the Agency of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of the BeMC, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Agency to remedy that dissatisfaction and the time within which it must be completed.

Where this Contract is suspended and the Agency subsequently fails to remedy the dissatisfaction, the BeMC may terminate this Contract forthwith.

The BeMC may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred terminate this Contract forthwith where:

- a. the Agency or any member of the Agency's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
- b. the Agency or any member of the Agency's Personnel has committed an offence under the Prevention of Corruption Acts 1988 or the National Security Act 1980 or in breach of Clause 10 of this Contract; or
- c. the Agency is an individual or a partnership and at any time:
  1. becomes bankrupt; or
  2. is the subject of a receiving order or administration order; or
  3. makes any composition or arrangement with or for the benefit of the Agency's creditors; or
  4. makes any conveyance or assignment for the benefit of the Agency's creditors; or
    - a. the Agency is a company and:
      - (1st) an order is made or a resolution is passed for the winding up of the Agency; or
      - (2nd) a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Agency.
    - b. the Agency is a partnership or a company and there is a Change in Control.

However, the Contract will continue if the BeMC states that it has 'no objection' to the continuation of the Contract after the Change in Control.

Where this Contract is terminated in accordance with this Clause, the Agency shall without prejudice to the BeMC's other remedies, which includes encashment of the Performance Bank Guarantee given by the Agency's bank, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.

## **8. INDEMNIFICATION**

Agency shall indemnify, defend and hold the BeMC harmless from any and all claims demands causes of actions, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorney's fees and court costs, sustained or incurred by or asserted against the BeMC by reason of or arising out of Agency's gross negligence or wilful misconduct with respect to Agency's duties and activities within the scope of this Contract. Except for Agency's gross negligence or wilful misconduct, the BeMC shall indemnify, defend and hold Agency and its partners, directors, officers, agents, servants and employees (collectively, the "Agency Indemnities") harmless from and against any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses incurred in the capacity of a defendant or a witness, and all other costs and expenses (including without limitation attorneys' fees and court costs) to which any of the Agency Indemnities may become liable or subject by reason of or arising out of the performance or non-performance of Agency's duties and activities within the scope of this Contract.

The BeMC shall indemnify, defend and hold Agency harmless from any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorney's fees and court costs sustained or incurred by or asserted against the Agency by reason of or arising out of the BeMC's negligence, wilful misconduct with respect to the BeMC's duties and activities, including but not limited to any information provided by the BeMC to the Agency upon which the Agency shall rely in providing the Services.

### **Limitation of Liability**

Agency's total liability howsoever caused and whether arising under contract, tort (including negligence) or otherwise shall not exceed the total amount of the Fees paid by the Client to the Agency for the Services rendered under this Contract. Notwithstanding any other provision of this Contract, neither party shall be liable to the other party for any indirect, consequential, incidental or special losses or damages of any kind or nature, and any claim by either party in any way related to, or arising out of, this Contract or any Services provided hereunder shall be limited to such party's actual, direct damages.

### **10. CONFIDENTIALITY**

The Agency shall treat the details of the output of the Services as confidential and for the Agency's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to the BeMC or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous written consent of the BeMC.

### **11. COMPLIANCE WITH LAWS**

The Agency shall take due care that all its documents comply with all relevant laws and statutory regulations or ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract.

### **12. GOVERNING LAW AND JURISDICTION**

This Contract shall be governed by the laws of the Union of India. The Courts of Brahmapur shall have jurisdiction over all matters arising out of or in relation to this Contract.

### **13. DISPUTE RESOLUTION**

Amicable resolution Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Contract (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties in presence of Goshala Management committee.

## **Arbitration Procedure**

Any dispute or disagreement which cannot be resolved by both Parties and any controversy, claim or dispute otherwise arising in connection with this Contract shall be referred to an arbitrator to be agreed between the Parties or, failing such agreement, will be referred to the Client's City Courts. The decision of the arbitrator shall be final and binding on both Parties. The place of arbitration shall be Berhampur. Performance during Dispute Resolution Pending the submission of and / or decision on a dispute, and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Contract, without prejudice to a final adjustment in accordance with such award.

## **14. WAIVER**

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Contract

- a. Shall not operate or be construed to operate as a waiver of any other or subsequent default hereof or of any other provision(s) or obligation(s) under this Contract;
- b. Shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- c. Shall not affect the validity or enforceability of this Contract in any manner. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver / breach of any terms, conditions or provisions of this Contract.

## **15. MODIFICATION**

Modification of the terms and conditions of this Contract, including any modification of the scope of Services, may only be made by written Contract between the Parties.

## **16. NOTICES**

Unless otherwise stated, notices to be given under this Contract including, but not limited to a notice of waiver of any term, breach of any term of this Contract and the termination of this Contract, shall be in writing and shall be given by hand delivery, recognised courier, mail, email, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove.

## **17. TRANSFER OF CONTRACT**

No Party may assign its interests in the Contract without the prior written consent of the other Party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Contract.

**18. VARIATIONS**

The BeMC may, by written notice to the Agency, direct the Agency to vary the scope, sequence or timing of the Services with suitable compensation for such variation to be agreed mutually and the Agency shall be bound to comply with the direction.

**19. PERFORMANCE BANK GUARANTEE**

The Agency has submitted to the Commissioner, BeMC a Performance Bank Guarantee as under:

[Details as applicable to be filled in]

Bank’s Branch or Office: [insert complete name of Guarantor]

Beneficiary: [insert complete name of Agency]

PERFORMANCE GUARANTEE No.: Dated:

Commissioner,  
Berhampur Municipal Corporation,  
Berhampur

Dear Sir,

We have been informed that [insert complete name of Successful Bidder] (hereinafter called "the Successful Bidder") has received a Letter of Intent issued by you for entering into a Contract with you, for the undertaking survey works as fully described in your RFP no \_\_\_\_\_, dated \_\_\_\_\_ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the said RFP a Performance Guarantee is required as a condition precedent for entering into the Contract.

At the request of the Successful Bidder, we hereby irrevocably undertake to pay you any sum(s) not exceeding [(insert amount – 10% of the value of the contract) in figures and words] upon receipt by us of your first demand in writing declaring the Contractor to be in default under the Contract, without cavil or argument, or your needing to prove or show grounds or reasons for your demand of the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year], and any demand for payment under it must be received by us at this office on or before that date. [In preparing this Guarantee, the Purchaser might consider adding the following text to the Form] We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the

Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[Signatures of authorized representatives of the bank and the Contractor]

## Appendix 2

### Responsibilities and Obligations of the Agency

The Agency shall:

- a) Conduct survey of stray cattle in **urban areas of Berhampur**
- b) Conduct rescue operation of stray cattle as and when required.
- c) Operate & Manage the Goshala as per the Standard Procedure
- f) Operating & managing the Goshala constructed by BeMC by engaging suitable personnel in a smooth and safe way.

## Appendix-3

### Applicable Fees to the Agency and accepted by the BEMC

The Commissioner, BeMC shall pay the Agency a fee at the rate of Rs..... (Indian Rupees \_\_\_\_\_ only) per cattle per day. This fee / price for Agency's services payable by the BeMC for the services of the Agency is all inclusive; it includes all costs and profits of the Agency in connection with Operation & Management of Goshala constructed by BeMC and also includes all national or state taxes.

## Annexure-4

### 1- Goshala Manager

#### 1. Nature of the Job

To be responsible to provide technical support in ensuring effective, quality services delivery of the Goshala. S/he will provide technical expertise in designing, technical inputs, guidance, carrying out operation & management of the Goshala and coordinate with relevant officials/members and stakeholders.

#### 2. Minimum Qualifications:

- A. Bachelor's degree in any discipline with special knowledge and experience in urban development, urban issues ,water, sanitation and hygiene at the local and national level with at least 3 years' experience
- B. Good knowledge and experience of participatory approaches in programme/project development and implementation and have Good knowledge of government procedures will given preference.
- C. Good interpersonal verbal and written skills including presentation skills Understanding of project planning and implementation.
- D. Computer proficiency in MS Office & Internet browsing

#### 3. Core Competencies:

- A. Self-motivation: Displays timeliness and accuracy in carrying out their role, by their personal energy and enthusiasm and willingness to learn to exceed expectations in their role.
- B. Drive for results: Demonstrate level of responsibility and accountability in meeting commitments and objectives. Illustrated by evidence of seeking better ways of doing things, looking to improve on status quo and willingness to deal with difficult situations that affect output of their role.
- C. Planning and organizing: Ability to process requirements of role effectively. Is able to gather and use resources effectively. Is able to prioritize their and /or their teams' workload appropriately and review and amend priorities and actions as and when required.
- D. Initiative: Ability to work independently, within a set context; to act on current or future problems or opportunities; to respond creatively and effectively to the unexpected. Displays a curious and questioning approach in their role and environment.
- E. Teamwork: Ability and inclination to work cooperatively with others. Will recognize the value of sharing ideas, knowledge and information with others and takes personal responsibility for doing so.

- F. Managing relationships: Ability to understand and react appropriately to motivations that drive colleagues' behaviour. Is sensitive to cultural differences, gender and social inclusion and behaves appropriately.
- G. Knowledge Management: Able to synthesize information, learns and shares with others. Recognizes the value of sharing knowledge and takes personal responsibility for doing so.

#### **4. Key Role & Responsibilities**

- A. Actively Coordinate and support the supervising authority and committee member
- B. Management & Decentralisation of duties among the Goshala workers & keep the record & register perfectly and maintenance of register.
- C. Establish proper system in place for dealing with the dung within the Goshala premises and ensure a clean environment for the bulls and cows.
- D. Coordination & arrangement for conducting health check-up and vaccination programme for the bulls and cows.
- E. Make sure the stray cattle do not return back to the town.
- F. Establish a proper governance system with effective checks and balances.
- G. Actively responsive to all senior officials of BeMC, Berhampur

## Form-1 Annexure-4

### 1- Format for CV of Goshala Manager

Name :

Post :

Date of Birth & Age:

- **Qualification**

S L No	Exam Passed	College/institution/University	Year	Subjects	Division & Percentage

- **Current Position if any**

S L No	Post	Agency/NGO/ Institution	Year& Name of Project	Role & Responsibilities	Gross salary

- **Past work Experience, if any**

S L No	Post	Agency/NGO/ Institution	Year& Name of Project	Role & Responsibilities	Gross salary

- **Training attend/Exposures if any**

SL No	Name of Training	Name of Organisation	Key points of Training	Duration of Training

- **Languages**

SL No	Language	Read			Speak			Write		
		Average	Poor	Good	Average	Poor	Good	Average	Poor	Good
1	Odia									
2	Hindi									
3	English									
4	Others									

- **Membership of professional bodies if any**

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- **Publications, if any:**

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Above mentioned facts are true to the best of my mind and knowledge.

Place:

Date:

Signature of Candidate

## Annexure-4

### 2- Goshala Supervisor

#### 1. Nature of the Job

Overall project and worker management ensuring specific project strategies and activities are achieved as stated in the project document.

#### 2. Minimum Qualifications:

- a. Bachelor's degree in any discipline with special knowledge and experience in urban development, urban issues ,water, sanitation and hygiene at the local and national level with at least 3 years' experience
- b. Good knowledge and experience of participatory approaches in programme/project development and implementation.
- c. At least 3 years experience in reporting, Documentation & Management in Govt project.
- d. Excellent interpersonal verbal and written skills including presentation skills Understanding of project planning and implementation.
- e. Computer proficiency in MS Office & Internet browsing

#### 3. Core Competencies:

- a. Self-motivation: Displays timeliness and accuracy in carrying out their role, by their personal energy and enthusiasm and willingness to learn to exceed expectations in their role.
- b. Drive for results: Demonstrate level of responsibility and accountability in meeting commitments and objectives. Illustrated by evidence of seeking better ways of doing things, looking to improve on status quo and willingness to deal with difficult situations that affect output of their role.
- c. Planning and organizing: Ability to process requirements of role effectively. Is able to gather and use resources effectively. Is able to prioritize their and /or their teams' workload appropriately and review and amend priorities and actions as and when required.
- d. Initiative: Ability to work independently, within a set context; to act on current or future problems or opportunities; to respond creatively and effectively to the unexpected. Displays a curious and questioning approach in their role and environment.
- e. Teamwork: Ability and inclination to work cooperatively with others. Will recognize the value of sharing ideas, knowledge and information with others and takes personal responsibility for doing so.
- f. Managing relationships: Ability to understand and react appropriately to motivations that drive colleagues' behaviour. Is sensitive to cultural differences, gender and social inclusion and behaves appropriately.

- g. Knowledge Management: Able to synthesize information, learns and shares with others. Recognizes the value of sharing knowledge and takes personal responsibility for doing so

#### **4. Key Role & Responsibilities**

- a. Supervision of all the activities of the Goshala and make sure all workers are engaged in their respective duties.
- b. Ensure proper management of electricity & water
- c. Ensure efficient management of the water bodies/bore wells.
- d. Identification & rescue of the cattle in fight/injury
- e. Actively responsive to all senior officials of BeMC.

## Form-2 Annexure-4

### 2- Format for CV of Goshala Supervisor

Name :

Post :

Date of Birth & Age:

- **Qualification**

S L No	Exam Passed	College/institution/University	Year	Subjects	Division & Percentage

- **Current Position if any**

S L N0	Post	Agency/NGO/ Institution	Year& Name of Project	Role & Responsibilities	Gross salary

- **Past work Experience, if any**

S L N0	Post	Agency/NGO/ Institution	Year& Name of Project	Role & Responsibilities	Gross salary

- **Training attend/Exposures if any**

SL No	Name of Training	Name of Organisation	Key points of Training	Duration of Training

- **Languages**

SL No	Language	Read			Speak			Write		
		Average	Poor	Good	Average	Poor	Good	Average	Poor	Good
1	Odia									
2	Hindi									
3	English									
4	Others									

- **Membership of professional bodies if any**

--

- **Publications, if any:**

--

Above mentioned facts are true to the best of my mind and knowledge.

Place:

Date:

Signature of Candidate

## FINANCIAL BID

To

The Commissioner,  
Brahmapur Municipal Corporation,  
Brahmapur.

Sub: Financial Proposal for Operation & Management of Goshala constructed by BeMC.

Sir,

1. We, the undersigned, offer to provide the operation and maintenance services for the above in accordance with your RFP. Bidding parameter is cost per stray cattle per day for "operation and management of Goshala constructed by BeMC.

N.B: The expected parameters for calculation of the project cost are

- a. Electricity Charges / telephone & Water Rent,
- b. Maintenance of the Gosevashram complex and ensure proper hygiene
- c. Management of the water bodies/bore well
- d. One Manager
- e. One supervisor
- f. 1 worker for every 75 cattle
- g. Ensure adequate nutrition to the cattle.
- h. Misc Expenditure

The Project cost shall be finalized by BeMC when the selected Agency submits the operational plan report within 7 days of issue of work order. Financial quotation shall be Exclusive of any tax.

2. Our Financial Proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal.

3. We undertake that in competing for and, if the award is made to us, in executing the above services, we will strongly observe the laws against fraud and corruption to force in India namely "Prevention of Corruption Act 1988" We understand that you are not bound to accept any Proposal you receive.

SL NO	Item	Rate (Rs)
1	Quote per cattle per day (in Rs) <b>Includes feeding, health coverage, manpower, electricity &amp; other charges required for maintaining the Goshala.</b>	

\* The above quote is Exclusive of all taxes.

Yours sincerely,

Authorized Signature: Name and Title of Signatory:

Name of Firm:

Address

## Annexure-6

### UNDERTAKING

It is certified that my firm/agency/company has never been black listed by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India or Government of Odisha or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency as on \_\_\_\_\_.

Date:\_\_\_\_/\_\_\_\_/2025

Place:

Signature of Bidder

Name of Signatory

Name of the Bidder

Seal of the Bidder

### Checklist for Bidders

SL No	Covered Envelope	Head	Sub head
1			Check that all pages of all papers being submitted, except the Bid Bond, are duly authenticated by the person signing Form 1 & the Covering letter
2	1 St Covered Envelope	Technical Bid	Latest three years financial statements (one set only)
3			2. Copies of work orders / completion certificate / Agreement/ MoU/ Self-Certified Organisation(please see Bidding System, Technical Bids for details) one set only
4			3. Approaches & Methodology for Operation & Management of the Goshala
5			4. Copies of payment certificates (Please see Bidding System, Technical Bids for details) one set only.
6			5. Bid Cost and EMD on prescribed format or Demand Draft for bid security
7			6. Undertaking Formats for not Blacklisting Annexure-6
8			7. Demand draft for cost of RFP
9			8. Forms Annexure 1 to 6
10			9. CVs of the Personnel Annexure-4 (form-1 and 2)
12	2nd covered Envelope	Financial Bid	Ensure that the envelope containing Financial Bid contains only (FINANCIAL BID)
13	3rd Covered Envelope	Tender for Operation & Management of Goshala constructed by BeMC (Technical Bid & Financial Bid)	