

BRAHMAPUR MUNICIPAL CORPORATION

NOTICE INVITING RFP FOR SELECTION OF AN AGENCY FOR UNDERTAKING THE ANIMAL BIRTH CONTROL (ABC) OF DOGS UNDER JURISDICTION OF BEMC

RFP No : 13471

Dated : 17.09.25

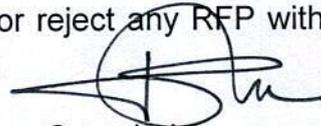
Brahmapur Municipal Corporation, Brahmapur invites Technical Proposals from an NGO/ Society/ Trust/ Animal Welfare Organization for **Mass Sterilization of the stray dogs through Animal Birth Control (ABC) program** as specified in this RFP Document.

The detailed RFP document can be downloaded from the website link <https://www.berhampur.gov.in/> with effect from 18.09.25 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 7978544170 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.



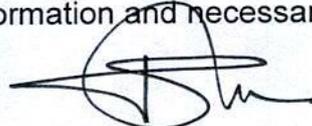
Commissioner

Brahmapur Municipal Corporation

Memo No. 13472

Date: 17.09.25

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



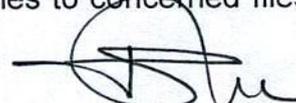
Commissioner

Brahmapur Municipal Corporation

Memo No. 13473

Dt. 17.09.25

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.



Commissioner

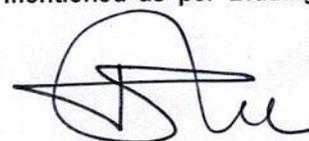
Berhampur Municipal Corporation

BIDDING SCHEDULE

Period of availability of RFP document for bidding	From Date <u>18.09.25</u> at 11.00 AM to Dt. <u>06.10.25</u> Up to 5.30 PM
Date, Time and venue for Pre-Bid Meeting	Dt. <u>25.09.25</u> at 4PM in the Mini Conference Hall of Brahmapur Municipal Corporation.
Last date for receipt of Technical and Financial proposals(Through speed/Registered post or Courier/Hand delivery)	Dt. <u>07.10.25</u> till 5.00 PM
Date and Time of opening of Technical proposals	Dt. <u>10.10.25</u> at 11.30 AM
Date and Time for Technical presentation of technically eligible applicant	Shall be intimated later
Cost of Tender (Demand Draft)	INR 7080/- (Rupees Seven Thousand Eighty Only) in shape of DD in favour of Commissioner, Brahmapur Municipal Corporation, Brahmapur
Earnest Money Deposit (EMD) (Demand Draft)	INR 20,000/- (Rupees Twenty Thousand Only) in shape of DD in favour of Commissioner, Brahmapur Municipal Corporation, Brahmapur
Contact Details	Deputy Commissioner, BeMC, Berhampur Mobile No 7978544170 Email- mcbemc08@gmail.com

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 as per Bidding schedule. Proposals that are received after the deadline will not be considered.



Commissioner
Berhampur Municipal Corporation

RFP No..13471..

Date: 17.09, 25

REQUEST FOR PROPOSAL

SELECTION OF AN AGENCY FOR UNDERTAKING THE ANIMAL
BIRTH CONTROL (ABC) OF DOGS
UNDER JURISDICTION OF BeMC



BRAHMAPUR MUNICIPAL CORPORATION

Ramalingeswar Tank Road, Brahmapur, Odisha 760002

DISCLAIMER

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

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

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

The Client, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process. The client also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Applicant upon the statements contained in this RFP.

The Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Client is bound to select an Applicant or to appoint the selected Agency, as the case maybe, to provide the Services and the Client reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

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

A . BIDDING SCHEDULE

Period of availability of RFP document for bidding	From Date <u>18.09.25</u> at 11.00 AM to Dt. <u>06.10.25</u> Up to 5.30 PM
Date, Time and venue for Pre-Bid Meeting	Dt. <u>25.09.25</u> at 4PM in the Mini Conference Hall of Brahmapur Municipal Corporation.
Last date for receipt of Technical and Financial proposals(Through speed/Registered post or Courier/Hand delivery)	Dt. <u>07.10.25</u> till 5.00 PM
Date and Time of opening of Technical proposals	Dt. <u>10.10.25</u> at 11.30 AM
Date and Time for Technical presentation of technically eligible applicant	Shall be intimated later

B. INSTRUCTION TO BIDDERS

1. Introduction

Brahmapur City has presence of more than 5000 stray dogs. In order to control street dog population in Brahmapur city, Brahmapur Municipal Corporation is taking steps for mass sterilization of the stray dogs through Animal Birth Control (ABC) program in decentralized manner either in package area or in concerned zone wise in collaboration with F & ARD Department, Govt. of Odisha. Keeping in view the increased urbanization and proportionate increase in stray dogs, it is planned to engage an agency to carry out Animal Birth Control Program efficiently. In this context, BeMC invites Request for Proposal (RFP) from interested agencies to undertake Animal Birth Control (ABC) Program i.e., either in package area or in the concerned zone of BeMC. The exact locations for undertaking ABC program are to be finalized in later stage i.e., after selection of successful Agency.

2. Eligibility Criteria

- a. The applicant must be an NGO/ Society/ Trust/ Animal Welfare Organization and must be registered under relevant Act / Rule in India (Copy of Incorporation/ Registration Certificate to be enclosed).
- b. The applicant must be recognized by the Animal Welfare Board of India (AWBI) and must have registration certificate of AWBI.
- c. The applicant should not have been debarred/ blacklisted by the Govt./any Govt. undertaking bodies, and the applicant or any of its staff member/employee should not have any litigation in any of the court(s)/Police Station in India.
- d. The applicant must have conducted minimum 10 Animal Welfare activities under Govt./PSU/ any Govt. bodies supported schemes/projects in India in the last three years from date of issue of this RFP.
- e. The applicant should have minimum annual turnover of Rs.10.00 Lakhs during any of the FY 2021-2022, FY 2022-2023 and FY 2023-2024 (Turnover certificate duly certified by CA and copies of ITR, Balance Sheet and Profit & Loss Account Statement to be submitted).

3. Format and Signing of proposal

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

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

- a) The Technical Proposal must be inserted in sealed envelope, along with bidder's name and address in the left-hand corner of the envelope and super scribed in the following manner.

TECHNICAL PROPOSAL for Selection of an Agency for undertaking Animal Birth Control (ABC) Program under jurisdiction of BeMC

- b) The envelope shall be addressed to BeMC, Brahmapur at the following address:
Commissioner ,
Brahmapur Municipal Corporation
Near Ramalingeswar Tank Road
Berhampur-760002,Odisha
- c) If the envelope is not sealed and marked as mentioned above, then BeMC will assume no responsibility for the proposals being misplaced or opened prematurely.
- d) Telex, Cable or facsimile proposals will be rejected.

5. RFP Document Fee

Proposal Document fee for Rs.7080/- (Rupees Seven Thousand Eighty Only) (Non-refundable) and EMD of Rs. 20,000/- (Rupees Twenty Thousand only) in shape of Demand Draft from any scheduled commercial bank in favor of Commissioner "Berhampur Municipal Corporation" payable at Brahmapur to be furnished by the bidder along with the Technical Proposal. Proposals without the requisite Document fee and EMD shall be treated as non-responsive and rejected out rightly.

6. Validity of Proposal

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

7. Documents accompanying the Proposal:

1. Technical Proposal

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

- a) Non-refundable proposal document fee of INR 7080/- (Indian Rupees Seven Thousand and Eighty only), in shape of DD from any scheduled commercial bank drawn in favor of Commissioner "Berhampur Municipal Corporation", payable at Berhampur.
- b) EMD of Rs. 20,000/- (Rupees Twenty Thousand only) in shape of Demand Draft from any scheduled commercial bank in favor of Commissioner "Berhampur Municipal Corporation" payable at Berhampur
- c) Copy of Agency's incorporation certificate and AWBI registration certificate
- d) Affidavit in a stamp paper for not having being debarred/blacklisted by the Govt./any Govt. undertaking bodies and the applicant or any of its staff members/employees should not have any litigation in any of the Court(s)/ Police Station in India
- e) Cover letter as per the format in Form-A
- f) Bidder's profile as per the format in Form-B
- g) Past experience of the applicant in Form-C (**The bidder must have to submit the supporting document for the work undertaken by him such as copy of work order / Agreement. Without such document the project shall not be considered for technical evaluation**)

8. Deadline for submission of proposals.

Proposals filled in all respect must reach BeMC at the address, time and date specified in Section-A Bidding Schedule of the RFP document through Speed Post, Registered Post or Courier or by hand delivery only. If the specified date for the submission of Proposals is declared as a holiday for BeMC, Brahmapur, the Proposals will be received up to the appointed time on the next working day.

9. Late Proposals

Proposal received after the deadline for submission of proposals prescribed by BeMC will be rejected.

10. Modification and Withdrawal of Proposals

No modification to the Proposal shall be allowed once it is received by the BeMC ,
Brahmapur.

11. Pre-Bid Meeting

A pre-bid meeting as per the Bidding schedule will be conducted at the BeMC Mini
Conference Hall. Bidder should submit their pre-bid queries at least one day prior to
pre-bid meeting date. The same may be mailed to mcbemc08@gmail.com.

12. Proposal Opening

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

Mini Conference Hall

Brahmapur Municipal Corporation,

Near Ramalingeswar Tank Road, Brahmapur -760002,Odisha

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

13. Bid Evaluation Methodology:

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

Step-I: Opening of Technical Proposal

(a) The Bid Document Fee and EMD form shall be checked. Proposals without the
appropriate Bid Document Fee and EMD form shall be considered non-responsive and
shall be rejected out rightly.

(b) Then the Eligibility Criteria of the Applicant shall be checked. The Technical Proposal
of those Applicants who are meeting the Eligibility Criteria shall be considered for

Technical Evaluation. The proposals not meeting the Eligibility Criteria, as per Clause 2 of Section-B, shall be considered non-responsive and shall be rejected.

(c) Bidders fulfilling the Eligibility where marks shall be eligible for further detail technical evaluation where marks shall be awarded based on the following Parameter tabulated below:

Sl.No	Parameter	Total/Maximum Marks
1	The applicant must have conducted minimum 10 Animal Welfare activities under Govt./PSU/ any Govt. bodies supported schemes/ projects in India in the last three years from the date of issue of this RFP	40
	<ul style="list-style-type: none"> • For minimum 10 nos. Animal Welfare Activities as per above criteria-20 marks • For 05 additional Animal Welfare Activity as per above criteria-10 marks, subject to maximum 20 marks 	
2	The applicant should have minimum annual turnover of Rs.10.00 Lakhs during any of the FY 2021-2022, FY 2022-2023 and FY 2023-2024.	30
	<ul style="list-style-type: none"> • Rs 10.00 Lakhs to Rs 15.00 Lakhs as per above criteria:10 Marks • Above Rs 15.00 Lakhs to Rs 20.00 Lakhs as per above criteria:15 Marks • Above Rs 20.00 Lakhs to Rs.25 Lakhs as per above criteria: 20 Marks • Above Rs. 25 Lakhs to Rs. 30 Lakhs as per above criteria: 25 Marks • Above Rs. 30 Lakhs as per above criteria:30 Marks 	
3	<p>Presentation on Approach & Methodology: The presentation must be shown in powerpoint to BeMC on the scheduled date time and venue to be intimated later. The presentation should contain following information such as</p> <ul style="list-style-type: none"> • Understanding the Scope of Work, best 	

	<p>practices and learnings gained from prior experience in ABC projects (case studies),etc- 10 Marks</p> <ul style="list-style-type: none"> • Approach & Methodology to be adopted- 10 Marks • Innovative idea for monitoring of ABC program- 10 Marks 	30
	TOTAL	100

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

(e) Technical Scores shall be calculated for bidders after presentation to be made by them. Bidders shall have to score minimum **60 marks out of 100 marks** for qualifying the Technical proposal.

14. Final Evaluation and Selection of Applicant:

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

15. Performance Security and Agreement:

BeMC shall issue a letter of award (LoA) along with the Draft Contract Agreement to the selected Bidder within 10 days from the opening of the proposals. Within 10 days of such issuance, the selected firm is required to submit a performance Security in the form of Bank Guarantee for an amount equivalent to 3% of the contract value and enter into the contract agreement with BeMC and start to provide the manpower on an immediate basis. The format of Bank Guarantee for Performance Security will be provided by BeMC to the successful bidder.

16. Right to Accept or Reject

BeMC reserves the right, without any obligation or liability, to accept or reject any or all the proposals at any stage of the process, to cancel or modify the process or any part thereof or to vary any or the term and condition at any time, without assigning any reason whatsoever.

17. Conflict of Interest

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

18. Liability

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

19. Indemnity

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

20. Law Governing the Contract:

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

21. Language:

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

22. Notices.

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

23. Commencement of Work

The Agency shall begin carrying out the work immediately after issue of work order or signing the contract.

24. Modification

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

25. Force Majeure

(a) The terms and conditions mutually agreed upon this CONTRACT shall be subject to Force Majeure.

(b) Neither Brahmapur Municipal Corporation nor the Agency shall be considered in default in the performance of its obligations hereunder for such period, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, general strike, epidemic, accident, fire, wind, flood, earthquake or because of any law and order proclamation, regulation or ordinance by any Government or of any subdivision thereof or an order by Court of Law, any act of God and State or any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected.

(c) Should one or both the PARTIES be prevented from fulfilling their contractual obligations by a state of Force Majeure lasting continuously for a period of one month, the parties shall consult with each other regarding future implications of the CONTRACT.

(d) In the event of Force Majeure both parties shall put in their best efforts towards resumption of the works at the earliest and towards mitigating the costs incurred by the other party.

26. Termination due to force majeure

The ULB may terminate this Contract, by not less than ninety (90) days written notice of termination to the Agency to be given after the occurrence of any of the events specified in paragraphs a, b & c.

a. If the Agency do not remedy a failure in the performance of their obligations under the Contract, within ninety (90) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing.

b. If, as the result of Force Majeure, the Agency is unable to perform work entrusted for a period of not less than ninety (90) days.

C. For the purpose of this Clause:

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

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

27. Termination of Contract

Either party can terminate the agreement by giving 30 days prior written notice.

- 28.**
- a. If any dispute arises between parties in relation to this agreement, then it shall in the first instance be attempted to be resolved amicably by meetings between the parties.
 - b. In case of any dispute not amicably settled, the matter to be referred to the Commissioner of the Brahmapur Municipal Corporation, whose decision shall be final and binding on both sides.
 - c. All legal disputes are subject to the jurisdiction of Brahmapur courts only

TERMS OF REFERENCE

1. Objective:

An objective of the project is to undertake the implementation of ABC program in compliances with the Animal Birth Control(Dogs) Rules 2001 and thereafter any other rules /laws/guideline issued by Government of India/Odisha or directions/judgements given or passes by any Courts applicable to this work.

2. Definition:

Animal Welfare Activity: Under this RFP, the Animal Welfare activity includes the activities of maintenance of cattle shelter/Goshala, conducting animal rescue/Animal Helpline (AHL) program, ABC program, conducting vaccination program of animals, feeding to stray animals etc.

3. Duration of the Contract

Contract shall be for a period of 1 year from the date of signing of the contract with BeMC. The contract can be renewed for a period of 6 months at a time up to 1 year after completion of initial contract period of 1 year on mutually agreed terms and conditions and subject to satisfactory performance of the Agency. The renewal of contract is at discretion of BeMC.

4. Scope of Work

The scope of work for the Agency shall broadly include-

The successful Agency shall be required to perform the following tasks in the interest of protecting the health, safety, and convenience of the citizens and in compliances with the Animal Birth Control (Dogs) Rules 2001 and thereafter any other rules /laws/guidelines issued by Government of India/State or directions/judgments given or passed by any Courts applicable to this work.

- a. The successful Agency shall conduct ABC program in the existing veterinary hospital campus at Brahmapur. The ABC centre in existing veterinary hospital campus has facilities of one operation theatre and post-operative care/observation facilities of having 120 kennels.
- b. The successful Agency shall catch the stray dogs, implement the Animal Birth Control Program which involves sterilizing male and female stray dogs and also take up immunization & de-worming of the dogs and release them back to the same area from where they are caught as per the rules laid down in ABC (Dogs) Rules 2001/SOP prepared by State Animal Welfare Board of Odisha and/AWBI's guideline.
- c. Euthanize the stray dogs, which are sick, rabid and rogue, by putting them to sleep in a humane manner.
- d. Sterilized dogs shall be collared round the neck; their ears shall be clipped in "V" shape at the tip of the ear for identification.
- e. The successful bidder shall carry out stray dog census in different wards of BMC limit as per the rules laid down in ABC (Dogs) Rules 2001/SoP prepared by State Animal Welfare Board of Odisha/AWBI's guideline
- f. The successful Agency shall be required to engage required manpower such as drivers for Dog Catching vehicles, dog catchers, paravets, other supporting staffs, veterinary doctors/surgeons to carry out sterilization and vaccination required for carrying out the ABC program.
- g. The successful Agency shall undertake and bear the expenses towards pre-operative care including medicines and feeding, surgery and post-operative care including medicines and feedings.
- h. The dogs shall be caught in a human manner and the ABC program shall be carried out as per Animal Birth Control (Dogs) Rules, 2001 under the Prevention of Cruelty to Animal Act, 1960 and standard Operating procedure (SoP) prepared by State Animal Welfare Board of Odisha.
- i. The successful Agency shall bear all the expenditure inclusive of taxes if any to conduct the ABC program including rent of dog catching vehicles, medicine, feeds and surgical materials expenses, staff's salaries, lodging & food for its staffs, fuel expense, and expenses toward other consumable materials etc. for undertaking ABC program.
- j. The successful Agency shall inform and obtain the permission from BeMC in advance regarding schedule of catching and sterilizing of stray dogs.

5. General Conditions

- a. The personnel deployed shall be the employees of the Successful Agency and all statutory liabilities will be paid by the Successful Agency such as ESI, EPF, Workmen's Compensation Act etc.
- b. The persons deployed by the Successful Agency should be properly trained, have requisite experience and skills to undertake job as mentioned in the RFP.
- c. Selection of Staff including remuneration and operation will be done by the Agency strictly as per criteria mentioned vide L.No. 210(10) dtd 13.07.2022 of the Office of the Director, AH&VS – cum- Member Secretary, State Animal Welfare Board, Odisha.
- d. The Agency shall have its own Establishment/Set up/Mechanism to provide training of personnel to ensure correct and satisfactory performance of his / her duties and responsibilities under the contract
- e. The Agency at their end should ensure the Health and Safety measures of the staffs as deputed for the works
- f. The Agency shall engage only such personnel, whose antecedents and health have been thoroughly verified including character and police verification and other formalities. The Agency shall be fully responsible for the conduct of their staff
- g. The Agency at all times should indemnify the contracting Authority against all claims, damages or compensation under the provisions of payment of wages Act; Minimum wages Act; Employer's Liability Act, the Workmen Compensation Act; Industrial Disputes Act, the Maternity Benefit Act, or any modification thereof or any other law relating thereof, and rules made hereunder from time to time. Contracting authority will not own any responsibility in this regard. Agency shall have to ensure the payment of minimum wages across all categories of skilled/semiskilled/unskilled manpower as per latest notification of the state Government.
- h. The staff to be deployed through the Agency in the ABC Center shall not claim any benefit, compensation, absorption, or regularization of their services in the State Govt./BeMC establishment either under the provision of Industrial Disputes Act. Or Contract Labor (Regulation & Abolition) Act. The Agency should have to obtain an undertaking from the deployed persons to the effect that the deployed person

is the employee of the Agency and shall submit the said undertaking to the Contracting Authority.

- i. All liabilities arising out of accident or death of the personnel provided by the Agency while on duty shall be borne by the Agency
- j. Adequate supervision will be provided to ensure correct & effective performance of the services in accordance with the prevailing assignment and instructions agreed upon between the two parties.
- k. The Agency and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the areas of the ABC premises.
- l. The Agency shall be responsible to protect all properties and equipment of the clinical facility entrusted to it, if any.
- m. Any damage or loss caused by Agency's persons in whatever form, would be recovered from the Agency.
- n. In the event of any breach/violation or contravention of any terms and conditions contained herein by the Agency, the performance security deposit of the Agency shall be forfeited.
- o. Any liability arising out of any litigation (including those in consumer courts) due to any act of Agency's personnel shall be directly borne by the Agency including all expenses/fines. The concerned Agency's personnel shall attend the court as and when required.
- p. The staffs engaged by the Agency shall not take part in any staff union and association activities.
- q. The Contracting Authority shall not be responsible for providing residential accommodation to any of the deployed personnel of the Agency.
- r. If as a result of post payment audit any overpayment is detected in respect on any work done by the Agency or alleged to have been done by the Agency under the tender, it shall be recovered by the authority from the Agency. If any underpayment is discovered, the amount shall be duly paid to the Agency by the authority.
- s. All necessary reports and other information will be supplied on a mutually agreed basis and regular meeting will be held with the BeMC. The Agency and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them and shall not knowingly lend to any person or company any of the effects or assets of the shelter, under its control.

- t. The Agency shall not assign or sublet this Agreement or any part thereof to any third party.
- u. The Agency shall ensure that the person deployed are disciplined and shall enforce prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering and shall not engage in gambling or any immoral act.
- v. In case, BeMC decides to replace any Staff as deployed by the Agency, then the Agency shall have to replace the same with equal or higher qualified key professional staff within a maximum period of 15 days from the date of replacement notice/communication issued by BeMC. Similarly, in case any Staff wishes to resign from the prevailing assignment, then he/she must be liable to serve 15 days' notice period from date of his/her resignation, and the Agency shall have to provide the equal or higher qualified key professional staff within a maximum period of 15 days from the date of his/her resignation. In such above cases, if Agency fails to replace or provide Staff with a maximum period of 15 days from date of his/her replacement notice or resignation notice, then penalty at the rate 1% on the monthly invoice per day of delay shall be levied by BeMC subject to maximum 30 days of delay and there after the Agency shall be deemed to be default/failure in execution of the contractual assignment. In the event of default/failure by the Agency in providing Services, BeMC reserves the right to forfeit the performance Security.
- w. In case the agency is in breach of ABC(Dogs) rules/guidelines or applicable law prevalent for ABC program/ SoP prepared by State Animal Welfare Board of Odisha then in such case BeMC shall levy a penalty of Rs.5000/case or incident.
- x. Agency shall have to perform sterilization of minimum 70 dogs per month at existing ABC center and it is utmost responsibility of the Agency to ensure the meeting of aforementioned target on monthly basis. In case, the Agency will not meet the aforesaid target on monthly basis, then penalty shall be imposed at the rate INR 100/- on each shortfall of surgery/sterilization of dogs.
- y. The ABC Monitoring Committee which has been constituted shall oversee the implementation of the ABC program. The monitoring of implementation of ABC program shall be carried out as per Standard Operating Procedure (SoP) issued by State Animal Welfare Board of Odisha or any SOP as issued by the BeMC.
- z. The successful Agency shall keep and update the records as per the (SoP) issued by State Animal Welfare Board, Odisha.

aa. The successful agency shall install high resolution CC Cameras covering all areas of the ABC Programme with minimum 01 month video recording.

6. BeMC Responsibility

1. BeMC shall assist the Agency in getting ID card, duly signed by Municipal Commissioner or his authorized representative, within stipulated time i.e., within 7 days of the signing of the contract.
2. BeMC shall make available all rules and regulation including SoP prepared by State Animal Welfare Board of Odisha
3. BeMC shall make a fixed payment of **Rs. 2000/-** per Dog to carry out the Animal Birth Control Program to the Successful Agency as per the scope of work laid down herein RFP.
 - (a) Dog catching and admission to the ABC center and relocation to areas from where captured: **-Rs.200/-** per Dog
 - (b) Pre-operation care including medicines and feedings, surgery and post-operative care including medicines and feedings: **Rs.1800/-** Per Dog.

7. Payment Terms

(a) The Successful Agency shall raise invoice monthly. The invoice along with supporting documents must be verified and certified by ADVO(DC) office of the CDVO Ganjam, Brahmapur and Officer in charge of BeMC, Nodal officer-ABC program for reimbursement of expenses incurred. No GST shall be paid towards these expenses.

(b) Then, the invoice is to be submitted to the office of the Commissioner BeMC. The payment will be released to the selected Agency after due verification of the submitted monthly invoice and supporting documents upon approval of the competent authority of BeMC.

(c) The Agency have to submit the invoices along with supporting documents as mentioned in below by the 7th day of each succeeding month to the office of Commissioner (ABC), BeMC

- (1) Register book of dog catching & releasing during the month
- (2) Register book of dog sterilization during the month
- (3) Post-operative care records
- (4) Attendance sheet of engaged manpower

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

C. PROPOSAL – STANDARD FORMS

(To be submitted on letter head of the bidder duly signed by authorized signatory)

FORM A – COVER LETTER

Date.....

To,

The Commissioner
Brahmapur Municipal Corporation
Ramalingeswar Tank Road
Berhampur-760002, Odisha

Subject: - Selection of Agency for undertaking the Animal Birth Control program under the jurisdiction of BeMC

Sir,

We have examined in detail and have understood the terms and conditions stipulated for eligibility of the Applicant in the RFP Document issued by BeMC. We agree and undertake to abide by all these terms and conditions. We hereby submit all the necessary information and relevant documents during submission of our RFP, we undertake, if our Proposal is accepted, to deliver services as specified in the RFP document.

We acknowledge that we have not, during the last three year, failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract.

We are enclosing Document Fee of **INR 7080/-**EMD in the form of Demand Draft (DD No.....Dt.....drawn on) payable to the Brahmapur Municipal Corporation.

As per RFP the validity of the proposal is 180 days from the date of submission of proposal and we agree that the proposal is unconditional. We understand that BeMC reserves the right to reject any application without assigning any reason thereof.

Yours Faithfully,

Signature of Authorized Person and seal

Name and Designation

Name of the Company

Form B - BIDDER'S PROFILE

1. Name of Agency
2. Name of signing authority of the bid
3. Address of the applicant with telephone number, email, and website
4. Name of the act under which registered
5. Registration No. and Date of registration
6. Animal Welfare Board of India Recognition Code No.
7. Details of facility available for carrying out training program, if any, be furnished.
8. Details of Animal Welfare activities undertaken over last three years
9. Annual turnover of the Agency:

Financial Year	Turnover Amount (In INR)	Average Turnover (In INR)
2021-2022		
2022-2023		
2023-2024		

Signature of Authorized Person and seal

Name and designation Name

Of the Company Dated:

Note: The applicant must attach the following documents

1. Copy of Agency's registration certificate under relevant law
2. Copy of AWBI Registration Certificate
3. Affidavit in a stamp paper for not having debarred/blacklisted by the Govt. /any Govt. undertaking bodies, not having any litigation in any of the Court(s)/Police Station
4. Provide certified copies of Audited Financial Statement(ITR, Balance Sheet and P/L Account Statement) of the Organization/Agency for the period FY 2021-22, FY 2022-2023, & FY 2023-2024.
5. The bidder should submit last three years Audit Report.
6. The Bidder should submit the Solvency Certificate.

FORM C – PROJECT EXPERIENCE

The application must have conducted minimum 10 Animal Welfare activities under Govt./PSU/ any Govt bodies supported schemes/projects in India in the last three years from the date of issue of this RFP

	Project – 1	Project – 2	Project -3	Project – 4	Project – 5	Project - 6
Name of Project						
Name of Client						
Address of Client						
Scope of Work						
Date of signing of Agreement						
Date of completion of Work						
Project Location						
Copy of work order/Agreement						

Signature of Authorized Person and Seal

Note:

- The bidder must have to submit the supporting document for the work undertaken by him such as copy of Work order/ Agreement. Without such document, the project shall not be considered for technical evaluation.