



**OULGARET MUNICIPALITY  
PUDUCHERRY-5**



Tender Notice No.47-166 / Health/ OM/ 2019-20.

OM/e-tenders/405/2020-21

ID.No.2020\_DLA\_6880\_1

**REQUEST FOR THE PROPOSAL (RFP)  
FOR THE ABC PROGRAMME FOR STRAY  
DOGS IN  
OULGARET MUNICIPALITY**

<b>Availability of Tender Document</b>	<b>:</b>	<b>19-10-2020 @ 10.00 A.M onwards</b>
<b>Last Date for Sale of Tender Document</b>	<b>:</b>	<b>16-11-2020 upto 03.30 P.M</b>
<b>Last Date and Time for Receipt of Tenders</b>	<b>:</b>	<b>16-11-2020 @ 03.30 P.M</b>
<b>Time and Date of Opening of Tenders</b>	<b>:</b>	<b>16-11-2020 @ 04.00 P.M</b>
<b>Place , Time and Date of Pre Bid Meeting :</b>	<b>:</b>	<b>02-11-2020 @ 11.00 A.M Oulgaret Municipality.</b>
<b>Place and Date of Opening of Bid:</b>	<b>:</b>	<b>16-11-2020 @ 04.00 P.M, Oulgaret Municipality.</b>
<b>Address for Communication:</b>	<b>:</b>	<b>The Commissioner, Oulgaret Municipality, II Cross, Jawahar Nagar, Puducherry - 5</b>

Contact No: 0413-2201142

e-Mail: [om.pon@nic.in](mailto:om.pon@nic.in)

Website: <http://oulmun.in>

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## SECTION: 1– LETTER OF INVITATION (LOI)

**Subject:** Oulgaret Municipal council invites detailed proposals from Animal Welfare Organisation and such other entities as mentioned in ABC (Dogs ) Rules 2001 (“the Proposals”) for Sterilization (ABC), ARV & De-worming including, catching, post-operative care, releasing etc, or Euthanise the stray dogs, which are sick, rabid and rogue, by putting them to sleep in a humane manner.

1. Animal Welfare Organisations, NGOs, Agency, Firm etc., hereby invited to submit Technical and Financial proposals required for the above assignment, which could form the basis for future negotiations and ultimately a contract between The Commissioner, Oulgaret Municipality and the selected *-herein after referred to as Client.*

2. The purpose of the assignment is :

1	Sterilization (ABC), ARV & De-worming including, catching, post-operative care, releasing or Euthanise the stray dogs, which are sick, rabid and rogue, by putting them to sleep in a humane manner, etc., complete.
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3. The following documents are enclosed to enable the intending bidder to submit proposal:

- (a) Terms of Reference (TOR) – Annexure 1
- (b) Supplementary Information for the intending bidder including suggested formats for the submission of Technical and Financial Proposals –Annexure 2
- (c) Form of Contract for Execution of Work under which the Services will be performed. (Annexure 3).

4. In order to obtain first hand information on the assignment and local conditions, a representative of intending bidder may visit the Client before the proposal is submitted. The intending bidder’s representative shall meet or call over telephone the following official:

The Municipal Health Officer,  
Oulgaret Municipality,  
Jawahar Nagar,  
Puducherry – 605005. Mobile: 9442121141                      Land Line:0413-2200812

Please ensure that advance intimation regarding your visit if any, is sent to enable to make appropriate arrangements.

## 5. Submission of Proposals:

- a) Tender documents can be downloaded and submitted Online through the website <https://pudutenders.gov.in>, only by those intending bidder having Valid Key and Digital Signature Certificate.
- b)

(i)	Availability of NIT and remittance of EMD from (Online only)	:	19-10-2020 to 16-11-2020	10.00 a.m. to 3.30 p.m.
(ii)	Pre-Bid meeting	:	02-11-2020	11.00 a.m in the Chamber of the Commissioner
(iii)	Closing time for submission of e-tender	:	16-11-2020	3.30 p.m.
(iv)	Date and Time of opening of tender	:	16-11-2020	4.00 p.m.
(v)	Financial bid opening date	:	Date will be informed later in portal	
(vi)	Bid Validity	:	120 days	
(vii)	Period of work	:	24 man months from the date of issue of work order.	

**NOTE:** The Municipality shall endeavour to conduct the Pre-bid Meeting through online also. Bidder interested to participate in the Pre-bid through online need to give proper request by email to [om.pon@nic.in](mailto:om.pon@nic.in) (on or before 26-10-2020) with full details of the bidder, Mobile No., etc.,

### c) **Submission of EMD and Tender Document:**

- (i) The cost of tender document is Rs.1050/- (Rupees One Thousand and fifty only) including GST.
- (ii) The cost of EMD is Rs.1,00,000/- (Rupees One Lakh Only).
- (iii) As the Bids are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate (DSC) at the earliest. Tenderer shall submit their offer in electronic format in above mentioned website on or before the scheduled date and time as mentioned above after digitally signing the same. No offer in physical format of financial bid shall be accepted and any such offer if received by Oulgaret Municipality, Puducherry shall be summarily rejected.
- (iv) The cost of Tender document and Earned Money Deposit (EMD) are to be submitted through Online mode in favour of the Commissioner, Oulgaret Municipality only and failure to provide EMD and cost of tender document as specified here shall lead to rejection of bid. Technical bids shall be opened and scrutinized at 4.00 P.M on 16-11-2020 in the Chamber of the Commissioner, Oulgaret Municipality.

(v) **Online submission of EMD, Tender cost, Tender Documents, Technical Qualification Bid and Financial Bid**

(vi) The completed bid comprising of documents indicated in Technical bid and financial bid digitally signed should be uploaded in the website cited along with scanned copy of requisite certificates / documents as are mentioned in different sections in the bidding document.

**5.1 Conditions:**

- i) The tender without earnest money deposit and cost of tender document will be summarily rejected.
- ii) The jurisdiction of court shall be at Puducherry.
- iii) The tender of the bidder who does not satisfy the eligibility and Technical bid criteria in the bid documents shall be liable to be rejected summarily without assigning any reason and no claim whatsoever on this account shall be considered.
- iv) The eligibility criteria and other conditions are appended herewith.
- v) The Commissioner, on behalf of the Oulgaret Municipal Council, Puducherry reserves the right to alter, cancel and add extra conditions, besides reserves the right to reject any / all offers without assigning any reason thereof.
- vi) The contractor not to claim any condition apart from the NIT.
- vii) The tender can be postponed or cancelled at any time due to administrative reasons and no claim shall be entertained on this account.
- viii) Possession of Digital Signature Certificate (DSC) and registration of the eligible Contractors /Firms/ Individual/Co-op., societies on the website i.e. <https://pudutenders.gov.in> shall be prerequisite for e-tendering. The Tender proposals must be submitted through <https://pudutenders.gov.in> in compliance with respective conditions following the formats/schedules given in the Supplementary Information for Bidders.

For further details and e-tendering schedule, visit website <https://pudutenders.gov.in>.

Please contact e-Procurement cell e-Tender help desk for guidance in Phone No. 0413-2220225 & 1800 3070 2232 (Toll Free) during office hours.

## 5.2 Opening of Proposal

The Technical bid tenders will be opened on 16-11-2020 in e-procurement portal in presence of such bidders or their authorized representative who may choose to be present. **If and only if the conditions laid down as per clause 7(b) is found fulfilled by the bidder, opening of financial bid shall be effected (i.e.) the bids without fulfilling the conditions put forth in the clause 7(b) of this RFP, such bids shall summarily be rejected.** The Commissioner, Oulgaret Municipality, Puducherry reserves the right to change the opening time and date of tender for administrative reason by notifying the same in the website. If the last date of opening date of tenders happen to be public holiday the same will be opened on the next working day.

## 6. General Conditions:

1. The duration of the work will be for 24 months and may be extended by one more year, by the Commissioner, Oulgaret Municipality at his discretion.
2. This Oulgaret Municipality shall provide ready to occupy building infrastructure to an area of (a) RCC roof area 50.00 Sq. mts. (b) GS sheeted roof 40.00 Sq. mts. while the total compounded area being 200 Sq. mts. with electricity and water facilities. 1.50 Ton split AC for operation theatre and post operative care units. Minimum 10 dogs may be caught per day for ABC/ARV operation and necessary arrangements infrastructure as requested by the concessionaire for housing 100 dogs in the Dog kennel for undertaking the complete process from catching to releasing will be provided by this Municipality.
3. The successful Bidder / selected Organizations will be required to perform the following tasks on behalf and on the authority of the Oulgaret Municipality in the interest of protecting the health, safety and convenience of the citizens and in compliance with the Animal Birth Control Rules issued by Animal Welfare Board of India.
  - i) Catching stray and nuisance creating dogs in entire Oulgaret Municipal area.
  - ii) Transporting them to Dog Sterilization Centres and/or Isolation wards or such other places as specified by Oulgaret Municipality.
  - iii) Making them sterile by spaying or castration operation and taking post operative care including food, medicine, ear notching and anti-rabies immunization.
  - iv) Euthanise the stray dogs, which are sick, rabid and rogue, by putting them to sleep in a humane manner and releasing the dogs to its original location of their catch or keep them in Isolation ward.

4. Implement the above work as per guidelines and rules of the Animal Welfare Board of India (refer SOP at the link [http://awbi.in/awbi-pdf/revised\\_abc\\_module.pdf](http://awbi.in/awbi-pdf/revised_abc_module.pdf) & <http://awbi.in/awbi-pdf/TRANSPORT%20OF%20ANIMALS,%20RULES,%201978.pdf>) and under supervision of the Oulgaret Municipality, Puducherry, the successful applicants should be registered or be recognized by the Animal Welfare Board of India.
5. The successful bidder has to engage as many dog catchers and veterinary doctors as required as per site condition and situation prevailing. But at least two persons and dog catching vehicle with driver are to be arranged in a mutually agreed station pertaining to Oulgaret Municipality at any point of time round the clock to attend emergency works with in a period of 4 hours during the entire contractual period.
6. The daily programme of catching stray dogs will be intimated by the Municipal Health Officer, Oulgaret Municipality daily.

## **7. Part-I. Technical Qualification Bid must consist of the following information:**

### **(a) ORGANIZATIONAL DETAILS: (Form-4)**

1. Brief information of the eligible Animal Welfare Organisations, NGOs, Agency, Firm etc.,
2. Name and address of the eligible Animal Welfare Organisations, NGOs, Agency, Firm etc.,
3. Name of Key personnel/Telephone Nos./Email I.D and existing manpower details.
4. Type of organization (Proprietors/Partnership/Private Ltd./Public Ltd. and Co.,)
5. Date of incorporation.
6. Annual turnover with Audit statement for 3 years 2016-17, 2017-18 and 2018-19.
7. An undertaking to the effect that the bidder has not been black listed by any Government Department/Agency/Society. The undertaking shall be in stamp paper of Rs.20/- value and signed before a Notary public. Failure to submit the undertaking will lead to rejection of the bid. (Form -11)
8. Present activities / business of the organization. (Form – 6)

### **(b) ESSENTIAL TECHNICAL PRE QUALIFICATION-OF THE FIRM:**

The bidder must have taken up the work of catching of stray dogs, implementing the Animal Birth Control (ABC) / Anti Rabes Vaccination (ARV) Programme for more than 1000 dogs during the **past five years (2015 to 2019)** in any Local Body in India and details must be given in Form -5. The cumulative Number of ABC's undertaken for the five years from 2015 to 2019 shall be considered for evaluation.

**The certified copy of work order with completion certificate provided by the concerned local body is must for qualification in technical bid. Bids without the said qualification/copies will not be considered for opening of financial bid.**

The successful applicant is required to be registered or be recognized by the Animal Welfare Board of India.

**All the documents relating to the technical qualification bid should be scanned and uploaded online only.**

## **8. Part – II . Financial bid:**

The quoted rate for Sterilization (ABC), ARV & De-worming including, catching, post-operative care, releasing etc., or Euthanize the stray dogs, which are sick, rabid and rogue, by putting them to sleep in a humane manner complete shall be done by considering the following,

1. The intending bidder may go through the General conditions carefully at Clause- 6 and rate may be quoted accordingly.
2. No compensation shall be given to the concessionaire in the event of any injury/loss of life/damage to equipments to the men and requirements employed by the concessionaries due to any natural calamity, accidents, etc. The concessionaire is accordingly advised to avail appropriate insurance to tackle such eventualities. Further, the concessionaire shall indemnify the Oulgaret Municipality against any claim whatsoever in respect of any damage to vehicles and equipments deployed by him.
3. The intending bidder before quoting the financial bid may if he so desires, visit the Dog Kennel at Truck Terminal, Mettupalayam during office hours to assess the nature of work to be carried out.

## **9. Deliverables.**

1. The stray dogs are to be Caught, Sterilized (ABC), give ARV & De-wormed including, post-operative care, release, etc or Euthanise the stray dogs, which are sick, rabid and rogue, by putting them to sleep in a humane manner complete.
2. The registers regarding statistics of number / Gender/ dates and events (Catching, ABC, ARV & De-worming including, post-operative care, releasing, etc.), Signature of the Municipal Health Officer, Junior Engineer (Health), Inspectors and ward in charge are to be maintained by the Successful bidder.
3. Fortnightly and cumulative status report should be submitted to Municipality on the 2<sup>nd</sup> and 4<sup>th</sup> Friday of every month which is to be hosted in Oulgaret Municipality Website.



4. The rate includes engagement of appropriate vehicle, manpower, fuel, driver charges and all applicable taxes, labour laws, insurance, incidental charges etc., for catching stray dog ABC, ARV & De-worming including, post-operative care, releasing, etc.,

#### **10. Payment Terms:**

1. Payment will be made based on the nos. of dogs caught and full exercise of catching, Sterilization (ABC), ARV & De-worming including, post-operative care, releasing is completed. It is mandatory to co-ordinate with Assistant Veterinary Surgeon, Animal Husbandry, Puducherry and obtain certification.
2. The Client designates Municipal Health Officer, Oulgaret Municipality, as Client's Coordinator; The Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

#### **11. Procedures for Payment**

1. The Operator shall submit a bill for payment at the end of every month. The bill shall be in accordance with the Services carried out during the Contract Period from the last date of the previous bill and shall also account for any outstanding amounts, which are due from the Municipality.
2. Contractor shall submit his activity report in prescribed format on weekly basis or as instructed by officer from time to time at ward level.
3. The Competent Authority shall check the Operator's bill and certify the amount to be paid to the Operator after taking into account any incentive or penalties for the period in question. Where the incentives and penalties are still to be determined, the Municipality shall proceed to make payment to an extent of ninety (90) per cent of the amounts due, subject to the condition that no major deficiency in the Services has been noticed.
4. The Municipality shall pay the Operator the amounts certified by the Competent Authority within sixty (60) days of the date of each certificate. All payments shall be made in Indian Rupees.

#### **12. Penalty Clause:**

The details of Penalty to various deficiency in operational activity are as per clause 22 of Terms of Reference.

### **13. Deciding the Award of Contract**

1. The bidders conforming to the essential criteria mentioned at para 7 (b) i.e bidder to have under taken minimum 1000 ABC during the past five years (2015 to 2019) and with proper registration (or) recognition by Animal Welfare Board of India alone shall be considered Technically qualified and taken up for further evaluation of financial bid. Further, the bidder shall have to furnish complete details of the organisation as mentioned at para 7 (a) and all documents / evidences sought for thereto and in Form 4, 6, 11 etc., need to be given completely. In complete furnishing of documents / evidence / certificates (or) incomplete Forms shall lead to rejection of the Technical Bid.
2. The intending bidders who satisfy the above criteria alone will be considered for opening of financial bid.
  - i. The Client will select the lowest proposal ['evaluated' price] among those who get qualified in the technical qualification.
  - ii. Changes agreed will then be reflected in the Financial Proposal using proposed unit rates (No negotiations of the unit rates)
3. It is estimated that about 24 Man-months of services will be required for this assignment and generally you should base your financial proposals on this figure.
4. You are requested to hold your proposal valid for 120 days from the date of submission without change in the personnel proposed for the assignment and your proposed price. The Client will make its best efforts to select a intending bidder within this period.
5. Assuming that the contract can be satisfactorily concluded in 1 month you should be expected to take up/commence the assignment in 10 days from the letter of award of contract. In case of failure to start the work within the stipulated 10 days from the date of award of contract, the EMD and Performance guarantee amount will be forfeited and the Commissioner shall cancel the tender.
6. No Joint Ventures permitted.
7. Please note that the remuneration which you receive from this assignment will be subject to normal tax liability as per rules. Kindly contact the concerned tax authorities for further information in this regard, if required.

COMMISSIONER  
OULGARET MUNICIPALITY

Annexure:

1. Terms of Reference (TOR)
2. Supplementary Information to intending bidder.
3. Contract format under which Assignment will be performed

**TERMS OF REFERENCE (TOR)**

The Terms of Reference should include the following:

1. The successful Bidder / selected Organizations/ Contractors will be required to perform the following tasks on behalf and on the authority of the Oulgaret Municipality in the interest of protecting the health, safety and convenience of the citizens and in compliance with the Animal Birth Control Rules issued by Government of India:
  - a) Catching stray and nuisance creating dogs in an entire Oulgaret Municipal area.
  - b) Transporting them to Dog Sterilization Centres and/or Isolation wards or such other places as specified by Oulgaret Municipality.
  - c) Making them sterile by spaying or castration operation and taking post operative care including food, medicine, ear notching and anti-rabies immunization.
  - d) Euthanise the stray dogs, which are sick, rabid and rogue, by putting them to sleep in a humane manner.
  - e) Releasing sterilized dogs to its original location of their catch or keep them in Isolation ward
2. Implement the above work as per guidelines and rules of the Animal Welfare Board and under supervision of the Oulgaret Municipality, Puducherry, the successful applicants should be registered or be recognized by the Animal Welfare Board of India.
3. The Oulgaret Municipality shall provide ready to occupy building infrastructure to an area of (a) RCC roof area 62.00 Sq. mts. (b) GS sheeted roof 35.00 Sq. mts. while the total compound area being 200 Sq. mts. with electricity and water facilities. 1.50 Ton split AC for operation theatre and post operative care units. Minimum 10 dogs caught per day for ABC/ARV operation as 100 dogs can be housed in the Dog kennel for undertaking the complete process from catching to releasing.
4. The successful applicants will be required to arrange for other facilities like, Dog catching cans, dog catchers etc.,
5. The successful Bidder shall own or obtain lease, required number of dogs catching vehicles along with drivers and dog catchers.
6. The dog catchers shall have sufficient experience or will have to be trained in catching the dogs in a humane manner.

7. The successful Bidder shall engage fulltime / part time veterinary doctors / surgeons to carry out the sterilizations and vaccinations required under the ABC programme.
8. The successful Bidder shall make arrangements to feed the dogs while they are pounded.
9. The dogs shall be caught in a humane manner and the ABC / ARV / euthanization shall be carried out in consonance with the provisions of Animal Birth Control (Dogs) Rules, 2001 and the Prevention of Cruelty to Animals Act, 1960 by qualified and trained personnel.
10. The dog pounds have to be maintained in clean and hygienic conditions
11. Sick, rabid and rouge dogs shall be euthanized by inconsonance with rules(a) guidelines issued by AWB.
12. The pregnant dogs shall not be operated upon and puppies and adult dogs shall be housed in separate kennels.
13. All the dogs sterilized shall also be vaccinated with ARV, and they shall be given postoperative care 3 days as per AWB rule.
14. The details of the dogs caught, sterilized, vaccinated and euthanised shall be maintained in prescribed registers, which shall be produced at the time of verification by Oulgaret Municipality.
15. After sterilization and immunization, the dogs shall be left at the place where they were caught and they shall be collared with nylon collars round the neck and their left ears shall also be clipped in “U” shape at the tip of the ear for identification.
16. Advance intimation shall be given to Oulgaret Municipality from time to time, regarding the schedule of catching, sterilizing, vaccinating and euthanising the stray dogs.
17. Waste generated at Dog Control Centre shall be termed as ‘Animal Waste’ as per category 2 of Schedule I of Bio Medical Waste (Management & Handling) Rules, 1998. Bio-medical waste shall be treated and disposed off in accordance with Schedule I, and in compliance with the standards prescribed in Schedule V of Bio Medical Waste (Management & Handling) Rules, 1998.
- 18. The Successful bidder shall submit 5% of bank guarantee of the quoted rate for estimated 3000nos of Dogs within seven days of receipt of tender acceptance letter failing which the EMD paid shall stand forfeited. Such bank guarantee amount and EMD amount shall be released after successful completion of the 24<sup>th</sup> man month.**

**19. Instructions: -**

- i) Above procedures is to be followed under the supervision of the skilled and qualified persons deputed by the Tenderer.
- ii) Name of the complainant must be entered in to the register maintained by the successful bidder.
- iii) He shall carry out all his activities in humane and judicious manner.
- iv) Care should be taken during activity process. Oulgaret Municipality shall not be responsible in any manner for any mishap that may occur during the whole program and for any method that may be employed by the Tenderer.
- v) Any attempt by successful bidder to manipulate number of animal confiscated/ transported/ kept/died/ released or any other information of his activity such as management and attendance of labour at Sterilization Centre/Isolation Ward, will be taken as an attempt to deceive the Municipality and action deemed fit as per appropriate Criminal Law shall be taken against the successful bidder apart from the penalty which shall be imposed without prejudice in such case.
- vi) The successful bidder shall maintain the records as specified by the Officer from time to time.
- vii) It shall be the responsibility of a successful bidder to release animals to its original location.
- viii) It shall be the duty of successful bidder to inform Officer the course of each and every animal.
- ix) It shall be binding on successful bidder to follow rules made under Prevention of Cruelty to Animal Act, 1960; Animal Birth Control (Dogs) Rules, 2001 and any other rules framed by Animal Welfare Board of India or by competent authority.
- x) Successful Bidder shall attend Monitory Committee meetings and decision taken in meeting shall be binding on them.
- xi) Successful Bidder shall maintain all records in the register prescribed for the purpose.
- xii) Successful Bidder shall responsible for any accident which may takes place during course of his services and liable to pay the damages for the same.
- xiii) Monthly programme is to be drawn in advance for each control activity. A copy of which should be kept with head office and also at ward level & the local health authority. Any deviation without approval or non-adherence to the programme shall attract penalty. Contractor shall stick to their monthly chalked out program.

## **20. Records and Reports:-**

1. Contractor shall submit all activity report in prescribed format after verification form Officer or Officer's representatives at ward level.
2. He shall submit verified bills (from Officer or Officer's representatives) in duplicate. He shall submit monthly report in duplicate to Veterinary Officer.
3. Records should be maintained and periodical reports should be submitted to Veterinary Officer or authorities mentioned therein in manner and formats specified.
4. Contractor shall submit daily Activity report at ward level and weekly activity report at Head Office.

## **21. Verification of work :-**

The Designated Veterinary officer of Animal Husbandry may verify and certify the quality of performance and the Sanitary Mastery / Sanitary Inspector/ Medical Officer of Health or any other Officer of Oulgaret Municipality may verify the quantum of performance of all activities of the contractor. Bill payment is subject to evaluation of performance.

## **22. Duties and powers of the Officer's representatives**

The duties of the representative of the officer are to check, watch and supervise work and to test and examine any material to be used or workmanship employed in connection with the works and treatment processes. He shall have no authority to relieve the Contractor of any of his duties or obligations under the contract or to accept as expressly provided here under or elsewhere in the contract to order any work involving delay or any extra payment by the Municipality or to make any variation of or in the works and treatment processes.

The Officer may from time to time in writing delegate to the Officer's representative any of the powers or authorities vested in the officer and shall furnish to the Contractor a copy of all such written delegations of powers and authorities. Any written instruction or approvals given by the Officer's Representative to the Contractor with the terms of such delegation (but not otherwise) shall be binding on the Contractor as if given by the Officer).

Failure of the representative of the Officer to disapprove any work or material shall not prejudice the power of the Officer thereafter to disapprove such work or treatment process and to order the elimination up thereof.

If the contractor shall be dissatisfied with any decision of the representative of the Officer he shall be entitled to refer the matter in writing to the Officer who shall thereupon confirm, reverse or vary such decision.

### 23. Penalties: -

Sl No.	Operational activity	Penalty
(a)	Non-attendance of animal nuisance complaint within 4 hours	Rs.500/- per incidence for first 24 hrs and additional Rs. 500 for each 24 hrs
(b)	False recording or false reporting Manipulation of recording or false	Rs.1000/- (Rupees One Thousand Only) per incidence.
(c)	Defying or noncompliance of instructions	Rs. 200/- per incidence.
(d)	If discrepancy found by ANY Officer of the Oulgaret Municipality or such person designated by the COMMISSIONER	Rs. 500/- per incidence
(e)	If Contractor failed to inform Officer about the course of any animal.	Rs. 200/- per incidence
(f)	Deviation from instruction or methodology of work (other than above clauses)	Rs. 300/- per incidence
(g)	Deviation from chalked out monthly Schedule	Rs. 300/- per incidence
(h)	If Contractor on his part fails to	Rs. 1500/- per incidence
(i)	Faulty sterilization operation	Rs. 1500/- per incidence
(j)	Non-immunization of released dog	Rs. 500/- per incidence
(k)	Non disposal of Biomedical waste	Rs. 500/- per incidence
(l)	If contractor fails to achieve target of dog sterilization per month	Rs. 1000/- per incident or Rate/Dog X No. of dogs short of target Whichever if higher.

- ❖ **In case of failure to abide with the conditions laid down at clause -19 the Commissioner , Oulgaret Municipality reserve rights to show cause reason for failure / negligence / delay in execution of work, if any the client is bound to reply in writing and if not satisfied with the reply, the tender will be terminated. Also the EMD and Bank Guarantee amount deposited by the tenderer and the tender shall be forfeited**
- ❖ The operator has to pay wages to its contract workers by 10<sup>th</sup> of every month, otherwise a penalty equal to 5% of the unpaid amount per month will be recovered from the monthly bill.
- ❖ If any worker is found in the field without clean and proper uniform then the penalty of Rs. 100/- per worker per occurrence will be imposed.

- ❖ If workers are found in the field without equipment or idle equipment then penalty of Rs.500/- per worker per day will be imposed.
- ❖ After submission of bills, if any misleading/misrepresenting information is observed at HQ level then 5 % of claimed amount may be deducted as penalty.
- ❖ The contractor has to attend complaint within Four (4) hours.

#### **24. ADDITIONAL INFORMATION**

- The jurisdiction of Oulgaret Municipality is over an area of about 37.00 sq. km and the same would be grouped into 1 package for the purpose of the above work.
- The duration of the work will be for 24 months and may be extended by one more year, by the Commissioner, Oulgaret Municipality at his discretion.
- Commissioner, Oulgaret Municipality reserves the right to delete any package or part of a package from the purview of this RFP.



**SUPPLEMENTARY INFORMATION FOR THE INTENDING BIDDER**

**Proposals:**

1. Proposals should include the following information:

**(a) Technical Proposals:**

1. Technical Proposal Submission in Form F-1.
2. Undertaking of Tenderer. Form – 3.
3. A brief description of the firm/organization and Financial performance the last five years in the format given in Form - 4.
4. An outline of recent experience on assignments/projects of similar nature executed during the last five years in the format given in Form - 5.
5. Details of Work in Hand as on the date of Submission of this tender, Form – 6
6. List of Plant and Machinery with Ownership proof. Form – 7.
7. Details of Technical Personnel available with the Contractor. Form – 8
8. Any Comments or suggestions of the intending bidder on the TOR
9. The intending bidder's comments, if any, on the data, services and facilities to be provided by the Client as indicated in the TOR.
10. An undertaking to the effect that the bidder has not been black listed by any Government Department/Agency/Society. The undertaking shall be in stamp paper of Rs.20/- value and signed before a Notary public. Failure to submit the undertaking will lead to rejection of the bid. (Form -11)

**(b) Financial Proposals:**

The financial proposals should include the following:

- i) Financial Proposal submission in Form – 9
  - ii) Cost Estimate of Services, Rates in Form - 10
2. The intending bidder should note that the Contract for this Assignment will be with the Client, The Commissioner, Oulgaret Municipality (Project Agency). Payments to the intending bidder shall be made in accordance with the agreed estimated schedule assuring the Successful bidder of regular payments along as progress on the Assignment proceeds as planned and invoices with relevant supporting documents are submitted for approval on a timely basis.

FORM OF SUBMISSION OF TECHNICAL PROPOSAL

From:

To:

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.....  
.....  
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(Name of Tenderer)

(Name of Client)

Sir:

**Hiring of Services for Animal Birth Control of Stray Dogs**  
**Reference: RFP No. Your letter dated .....**

We herewith enclose Technical Proposals for the above assignment.

We undertake that, in competing for (and, if award is made to us, in executing) the contract for the above assignment, we will strictly observe the laws against fraud and corruption in force in India, namely "Prevention of Corruption Act 1988"

Yours  
faithfully,

Signature:.....

Name:.....

Address:.....

.....  
.....

(Authorized representative)

**FORM OF BANK GUARANTEE BOND  
(For Performance Guarantee)**

1. In consideration of the Oulgaret Municipality having agreed to exempt-  
\_\_\_\_\_ (hereinafter called "the said Operator / Contractor /  
Tenderer / Supplier (s)') from the demand under the terms and conditions of an  
Agreement dated \_\_\_\_\_ for (hereinafter called "the said  
Agreement") of security deposit for the due fulfilment by the said Tenderer as per the terms  
and conditions contained in the said Agreement, and on production of a Bank  
Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only), we, (indicate the name of the bank)  
\_\_\_\_\_ (hereinafter referred to as 'the bank') at the  
request of \_\_\_\_\_ the Operator / Contractor / Tenderer/  
Supplier (s) do hereby undertake to pay the Oulgaret Municipality an amount not exceeding  
Rs. \_\_\_\_\_ against any loss or demand caused  
to or suffered or would be caused to or suffered by the Oulgaret Municipality by reason of any  
breach by the said Operator/ Contractor/ Tenderer/ Supplier (s) of any of the terms or  
conditions contained in the said agreement.

2. The Bank do hereby undertakes to pay the amounts due and payable under this guarantee  
without any demur, merely on a demand from the Oulgaret Municipality stating that the  
amount claimed is due by way of loss or damage caused to or would be caused to or suffered  
by the Oulgaret Municipality by reason of breach by the said Operator/ Contractor/ Tenderer/  
Supplier (s) of any of the terms or conditions contained in the said Agreement or by reasons of  
the Operator/ Contractor/ Tenderer/ Supplier (s) failure to perform the said Agreement. Any  
such demand made on the bank shall be conclusive as regards the amount due and payable by  
the Bank under this guarantee. However, our liability under this guarantee shall be restricted  
to \_\_\_\_\_ an \_\_\_\_\_ amount \_\_\_\_\_ not \_\_\_\_\_ exceeding \_\_\_\_\_ Rs.  
(Rs. \_\_\_\_\_ words).

3. We, undertake to pay to the Oulgaret Municipality any money so demanded not with  
standing any dispute or disputes raised by the Operator/ Contractor/ Tenderer/ Supplier (s) in  
any suit or proceeding pending before any Court or Tribunal relating thereto our liability  
under this present being absolute and unequivocal. The payment so made by us under this  
bond shall be a valid discharge of our liability for payment there under and the Operator/  
Contractor/ Tenderer/ Supplier (s) shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) \_\_\_\_\_ further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Oulgaret Municipality under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Commissioner of Oulgaret Municipality certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Operator/ Contractor/ Tenderer/ Supplier (s) and accordingly of the said Agreement have been fully and properly carried out by the said Operator/ Contractor / Tenderer/ Supplier (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the .....we shall be discharged from all liability under this guarantee thereafter.

5. We, (indicate the name of Bank) \_\_\_\_\_ further agree with the Oulgaret Municipality that Oulgaret Municipality shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said Operator/ Contractor / Tenderer/ Supplier (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Oulgaret Municipality against the said Operator/ Contractor / Tenderer/ Supplier (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 Operator/ Contractor / Tenderer/ Supplier (s) or for any forbearance, act or commission on the part of the Oulgaret Municipality or any indulgence by the Oulgaret Municipality to the said Operator/ Contractor / Tenderer/ Supplier (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.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Operator/ Contractor / Tenderer/ Supplier (s).

7. We, (indicate the name of Bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Oulgaret Municipality in writing.

Dated the .....day of .....2020

For .....

(indicate the name of Bank)

Signature of Tenderer

**Undertaking of Tenderer**  
**(On a Rs. 100/- Stamp paper )**

Having examined the tender document including all the annexure, the receipt of which is hereby duly acknowledge, we, the undersigned , state that the specifications, conditions, etc. of this tender have been carefully studied and understood by me / us before submitting this Tender . I / We hereby declare that I / We have made myself / ourselves thoroughly conversant with the conditions of the tender and I / We have based my / our commercial bid for the Tender and offer to undertake the work / supply / deliver \_\_\_\_\_ (Description of Work / Goods / Services) in conformity with the said tender documents.

We agree to abide by this tender offer till \_\_\_\_\_ and shall remain binding upon us and may be accepted at any time before the expiration of that period.

I / We agree that the amount of Earnest Money shall not bear interest and shall be liable to be forfeited to the Municipality, should I/we fail to (i) Abide by the stipulation to keep the offer open for the period of 120 days from the date fixed for opening the same and thereafter until it is withdrawal by me / us by the notice in wiring duly addressed to the authority opening the Tender Notice. (ii) Security deposit as specified in the time limit laid down in the Detailed Tender Notice. The amount of earnest money may be adjusted towards the security deposit or refunded to me / us if so desired by me / us in writing, unless the same or any part thereof has been forfeited as aforesaid.

Should this tender be accepted I / we hereby agree to abide by and fulfil all the terms and provisions of the conditions of contract annexed hereto so far as applicable and in default thereof to forfeited and pay to Oulgaret Municipality the sums of Money mentioned in the said conditions. If our tender offer is accepted we will deposit the specified amount as security deposit for the due performance of the Contract and during the warranty. I / we undertake to use only the best materials approved by the Municipal Commissioner of Oulgaret Municipality or his duly authorized representative, before starting the work and to abide by his decision, Until a formal contract is prepared and executed, this tender offer, together with your written acceptance thereof and your

notification of award, shall constitute a binding contract between us. We understand that you are not bond to accept the lowest or any offer you may receive.

The information / documents submitted by us are true to our knowledge and if the information / documents so furnished shall be found to be untrue or false, the Tender shall be liable to be disqualified and our Earnest Money accompanying the Tender will be forfeited.

Date the ..... day of ..... 2020

Signature of Tenderer

Address .....

Signature of Witness

Address .....

Signature of Tenderer

**Details of Tenderer**

1.	<b>Name of Tenderer</b>				
2.	<b>Address</b>				
3.	<b>Telephone</b>				
4.	<b>Fax</b>				
5.	<b>E - mail</b>				
6.	<b>Details of Proprietor / partners/Directors</b>				
	<b>Name</b>	<b>Address</b>	<b>Qualification &amp; Experience</b>		
7.	<b>Financial Performance</b>		<b>Turnover</b>	<b>Profit</b>	<b>Copy of Audited Financial Statements Attached (Yes/No.)</b>
	Previous Financial Year (Y-1) 2018-19				
	2 <sup>nd</sup> Previous Financial Year (Y-2) 2017-18				
	3 <sup>rd</sup> Previous Financial Year (Y-3) 2016-17				
8.	<b>Details of Registration of Firm</b>				
	Pan No.				
	GST No.				
	ESI No.				
	EPF No.				
9.	Certification Details				
10.	Details of Black List & Litigation (If Any)				
11.	Remarks				

Signature of the Authorised Person

Signature of the Tenderer

**Details of Works of similar type and magnitude carried out by Tenderer  
(Last 5 Years)**

**Name of the Tenderer:** \_\_\_\_\_ :

<b>Sl. No</b>	<b>Name of Work</b>	<b>Type of Work</b>	<b>Name of Department</b>	<b>Cost of Work</b>	<b>No of Dogs Caught</b>	<b>Date of Starting</b>	<b>Stipulated date of Completion</b>	<b>Actual date of Completion</b>	<b>Remarks</b>

Seal & Signature of the Tenderer



List of Work in Hand as on the date of Submission of this tender.

Sl.No	Name of the Work	Name of Department and Address	Works in Hand		Anticipated date of Completion	Remarks
			Tender Cost	Cost of Remaining Work		

Seal & Signature of the Tenderer

**List of Plant and Machinery with Ownership proof.**

<b>Sl. No</b>	<b>Name of the Equipment</b>	<b>No. of Units</b>	<b>Kind and Make</b>	<b>Capacity</b>	<b>Age &amp; Condition</b>	<b>Present Location</b>	<b>Remarks</b>
A	Immediately Available						
B	Proposed to be provided for the Work						

Seal &amp; Signature of the Tenderer

**Details of Technical Personnel available with the Contractor**

Name of the Tenderer : \_\_\_\_\_.

<b>Sl.No</b>	<b>Name of the Staff</b>	<b>Technical Qualification</b>	<b>Whether working in field or in Office</b>	<b>Experience of execution of Similar Works</b>	<b>Period for which the person is working with the tenderer</b>	<b>Remarks</b>

Seal & Signature of the Tenderer

FORM OF SUBMISSION OF FINANCIAL PROPOSAL

From:

To:

.....  
.....  
.....  
.....  
.....

.....  
.....  
.....  
.....  
.....

(Name of Tenderer)

(Name of Client)

Sir:

**Hiring of Services for Animal Birth Control of Stray Dogs**

**Reference: RFP No. Your letter dated .....**

We herewith enclose Financial Proposals for the above assignment

We undertake that, in competing for (and, if award is made to us, in executing) the contract for the above assignment, we will strictly observe the laws against fraud and corruption in force in India, namely "Prevention of Corruption Act 1988"

Yours faithfully,

Signature:.....

Name:.....

Address:.....

.....

.....

(Authorized representative)

**COST ESTIMATE OF SERVICES, / PERSONNEL, SCHEDULE OF RATES**

<b>Sl No.</b>	<b>Description of the item</b>	<b>Unit</b>	<b>Rate per Unit in Rs.</b>
1	Sterilization (ABC), ARV & De-worming including, catching, post-operative care, releasing etc., complete or Euthanising including catching, disposal etc., complete	Each Dog	

**NOTE:** All the rates quoted shall include the total expenditure inclusive of taxes if any including, electricity, vehicle, staff, fuel, telephone etc., involved in the Animal Birth Control and Anti Rabies Vaccination of healthy stray dogs and euthanizing and disposal of carcasses of sick rabid, and rogue stray dogs.

**DECLARATION**

1. I \_\_\_\_\_ Son/Daughter of \_\_\_\_\_  
the Proprietor / Partner/Director/Authorised signatory of \_\_\_\_\_ am  
competent to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and  
hereby convey my acceptance of the same.

3. The informations furnished above in the technical bid are true and authentic to the  
best of my knowledge and belief. I/We are aware of the fact that furnishing of any false  
information/fabricated document would lead to rejection of my tender at any stage besides  
liabilities towards prosecution under appropriate law.

Signature of the authorised person

Place:

Full Name:

Date:

Company's seal:

**SCHEDULE -II**

**UNDER TAKING**

**(To be executed in Rs.20/- stamp paper and signed before a Notary Public)**

I \_\_\_\_\_ Son/Daughter of  
Shri \_\_\_\_\_ is the Owner/Director/Partner/Authorised person of  
\_\_\_\_\_(Name of the firm/company etc.) since \_\_\_\_\_. I  
hereby affirm that my/our company \_\_\_\_\_ (name of company/firm)  
has not been blacklisted by any Government Department/Local Body/Agency/Society, etc.

Signature of the authorised person

Place:

Full Name:

Date:

Company's seal:

**Notary seal and signature**

**MODEL CONTRACT FOR EXECUTION OF WORK**

THIS CONTRACT (“Contract”) is entered into this [insert starting date of assignment], by and between [insert Client’s name] (“the Client”) having its principal place of business at [insert Client’s address], and [insert Successful Bidder’s name] (“the Successful Bidder”) having its principal office located at [insert Successful Bidder’s address].

WHEREAS, the Client wishes to have the Successful Bidder performing the services hereinafter referred to, and

WHEREAS, the Successful Bidder is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

**1. Services:**

- i) The Successful bidder shall perform the services specified in Attachment A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
- (ii) The Successful bidder shall provide the reports listed in Attachment B, “Successful Bidder’s Reporting Obligations,” within the time periods listed in such Attachments, and the personnel listed in Attachment C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.

**2. Term:**

The Successful bidder shall perform the Services during the period commencing [insert start date] and continuing through [insert completion date] or any other period as may be subsequently agreed by the parties in writing.

- ❖ The Successful bidder shall execute an agreement in a stamp paper of Rs. 100 (non-judicial paper) agreeing to the scope of work and terms and conditions.
- ❖ The Successful bidder shall submit a bank guarantee for 5% of quoted rate for an estimated 3000nos of dogs.
- ❖ The Successful bidder shall furnish a detailed work plan, which shall include all the items required to be implemented as per RFP.
- ❖ The Successful bidder shall mobilize land, men, equipment and other required facilities within 15 days from the date of issue of mobilization order.
- ❖ The Successful bidder are required to be registered or be recognized by the Animal Welfare Board of India .
- ❖ The successful bidder shall not sub-let the contract.
- ❖ The work order will be issued after Oulgaret Municipality satisfies itself of the arrangements made to catch, sterilize, vaccinate, house and euthanize the dogs.

- ❖ The successful bidder shall enclose all the documents to show the details of the facilities available, including personnel, land and equipments.
- ❖ The rates quoted by the applicant shall be all inclusive, as payable by Oulgaret Municipality, to carry out the work specified in this document.
- ❖ The commissioner Oulgaret Municipality, shall have the right to cancel the contract in the event of non-compliance of the terms and conditions specified in this document.
- ❖ The Commissioner, Oulgaret Municipality, reserves the right to allot one or more than one package to any applicant.
- ❖ The Commissioner, Oulgaret Municipality, reserves the right to reject or approve any application or item of work specified in this application.
- ❖ The performance returns including the bills for payment shall be submitted, in the formals to be prescribed by Oulgaret Municipality, at regular intervals.
- ❖ The organs removed at the time of sterilization, shall be preserved in Formalin and produced for inspection by Oulgaret Municipality,
- ❖ Each participant shall catch at least 300 dogs per month out of which sick, rabid & rogue dogs shall be euthanised and the rest shall be sterilized and / or vaccinated as required. Frequency of catching stray dogs within the package area shall be once in two or three days as directed by the Municipality.
- ❖ The successful bidder shall be responsible for the safety of the staff engaged for the programme and shall provide protective uniforms and equipment to the staff and shall ensure that the staffs are duly immunized against rabies. The dog catching van shall carry a First Aid box to treat emergency bites / accidents.
- ❖ The dog van must be washed sprayed with 0.1 percent solution of Malothion before it is taken out every time.
- ❖ The applicant shall provide 24 hours help line to receive and register the complaints and also to attend complaints on priority basis.

**Payment:**

1. Payment will be made based on the nos. of dogs caught and full exercise of catching, Sterilization (ABC), ARV & De-worming including, post-operative care, releasing is completed. It is mandatory to co-ordinate with Assistant Veterinary Surgeon, Animal Husbandry, Puducherry and obtain certification.
2. The Client designates Municipal Health Officer, Oulgaret Municipality, as Client's Coordinator; The Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.



**C. Payment Conditions:**

Payment shall be made in Indian Rupees, based on the financial condition of the Oulgaret Municipality following submission by the Successful Bidder of invoices in duplicate to the Coordinator designated in Clause 4.

**E. Procedures for Payment**

- ❖ The Successful bidder shall submit a bill for payment at the end of every month. The bill shall be in accordance with the Services carried out during the Contract Period from the last date of the previous bill and shall also account for any outstanding amounts, which are due from the Municipality.
- ❖ The Successful bidder shall submit his activity report in prescribed format on weekly basis or as instructed by officer from time to time at ward level .
- ❖ The Competent Authority shall check the Operator's bill and certify the amount to be paid to the Operator after taking into account any incentive or penalties for the period in question. Where the incentives and penalties are still to be determined, the Municipality shall proceed to make payment to an extent of ninety (90) per cent of the amounts due, subject to the condition that no major deficiency in the Services has been noticed.
- ❖ The Municipality shall pay the Operator the amounts certified by the Competent Authority within sixty (60) days of the date of each certificate. All payments shall be made in Indian Rupees.

**4. Contract Administration:**

**A. Coordinator:**

The Client designates Mr./Ms. .... As Client’s Coordinator; The Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

**B. Timesheets:**

During the course of their work under this Contract, including field work the successful bidder’s employees proving services under this contract may be required to complete timesheets or any other document used to identify the time spent, as well as expenses incurred, as instructed by the Coordinator.

### **C. Records and Accounts:**

The Successful bidder shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the successful bidder's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

### **5. Performance Standard:**

The Successful bidder undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Successful bidder shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

### **6. Confidentiality:**

The Successful bidder shall not, during the term of the Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

### **7. Successful Bidder not to be engaged in certain activities:**

The Successful bidder agree that during the term of this Contract and after its termination, the successful bidder and any entity affiliated with the successful bidder, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

### **8. Insurance:**

The Successful Bidder will be responsible for appropriate insurance coverage. In this regard, the successful bidder shall maintain workers compensation, employment liability insurance for their staff on the assignment. The successful bidder shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of , or in connection with the services which result from the fault of the successful bidder or its staff. The Successful Bidder shall provide the Client with certification thereof up on request.

### **9. Assignment:**

The successful bidder shall not assign this Contract or to sub-contract any portion.

### **10. Law governing the Contract:**

The contract shall be governed by the Laws of India.

**11. Indemnify the Client:**

The successful bidder shall indemnify and hold harmless the Client against any and all claims, demands and/or judgements of any nature brought against the Client arising out of the Services by the successful bidder and its staff under the Contract. The obligation under this Clause shall survive the termination of the Contract.

**12. Taxes:**

The successful bidder shall pay the taxes, duties, fees, levies and other impositions payable under the Applicable Law. The Client will perform such duties in this regard to the deduction of such tax as may be lawfully imposed. However, tax payable for the said Services shall not be paid/reimbursed by the Client separately.

**Commissioner**

**For the Successful Bidder**

Signed by:

Signed by:

Name and designation

Name and designation

Date:

Date:

Place:

Place:

**List of Attachments to the Contract :**

Attachment A: Description of Services

Attachment B: Successful bidder 's reporting Obligations

Attachment C: Cost Estimates of Services, List of Personnel, and Schedule of Rates.