



GOVERNMENT OF TELANGANA
GREATER HYDERABAD MUNICIPAL CORPORATION

BID DOCUMENT

Tender Notice No : 47/GHMC/2020-21, Dated: 12.10.2020

Name of the Work : Conducting animal birth control operations and anti rabies vaccinations (ABC cum ARV) for stray dogs including post operative care in Khairthabad Zone at Patel Nagar, Animal Care Center of Greater Hyderabad Municipal Corporation through Animal Welfare Organizations for a period of one year - **PACKAGE IV**

***O/o Chief Veterinary officer
Greater Hyderabad Municipal Corporation,
CC Complex, Tank Bund Road,
Lower Tank Bund, Hyderabad, India-500063***

**GOVERNMENT OF TELANGANA
GREATER HYDERABAD MUNICIPAL CORPORATION**

* * *

NOTICE INVITING TENDERS (NIT)

Tender Notice No: 47/GHMC/2020-21, Dated: 12.10.2020

1. The Chief Veterinary Officer, Greater Hyderabad Municipal Corporation on behalf of the Commissioner, GHMC invites Request For Proposals (RFPs) for the work of “Conducting Animal Birth Control Operations and Anti Rabies Vaccinations (ABC cum ARV) for stray dogs including post operative care in Khairthabad Zone at Patel Nagar, Animal Care Center of Greater Hyderabad Municipal Corporation through Animal Welfare Organizations for a period of one year - **PACKAGE IV**”.

S No.	Event Description	Particulars
1	Name of the Work	Conducting animal birth control operations and anti rabies vaccinations (ABC cum ARV) for stray dogs including post operative care in Khairthabad Zone at Patel Nagar, Animal care center of Greater Hyderabad Municipal Corporation through Animal Welfare Organizations for a period of one year - PACKAGE IV
2	Tender Document available at	https://www.ghmc.gov.in @ Notifications - Tenders
3	Contract period	One (1) year
4	Last date and time for Bid Submission	Dt. 27.10.2020 & 04.00 PM (IST)
5	Pre bid meeting Date & Time and Venue	Dt. 20 .10.2020 & 11.00 AM (IST) at Mini conference Hall, I floor, Greater Hyderabad Municipal Corporation, CC Complex, Tank Bund Road, Lower Tank Bund, Hyderabad, India-500063
6	Last Date for receiving Queries in writing	Dt. 20.10.2020 & 5.00 PM (IST)
7	Date & Time for opening of Technical Bid	Dt. 27.10.2020 & 04.30 PM (IST)
8	Presentation by technically qualified bidders	Will be Intimated Later

9	Date & Time of opening of Financial Bid	Will be Intimated Later
10	Bank Security (refundable)	Rs.25,000/- in the form of Demand Draft in favour of the Commissioner GHMC from any Nationalized/Scheduled bank payable at Hyderabad
11	Performance Security (by the successful Bidder)	Rs.2,00,000/- in the form of DD (or) BG in favour of the Commissioner GHMC from any Nationalized/Scheduled bank payable at Hyderabad
12	Eligibility criteria	Refer the "Instructions to the Bidders" of this RFP document
13	Bid validity	90 days
14	Address for Bid submission and Contact person	The Chief Veterinary Officer Greater Hyderabad Municipal Corporation, Head Office, 4 th floor, CC Complex, Tank Bund Road, Lower Tank Bund, Hyderabad,India-500063 Contact : Dr. Abdul Wakil, CVO, Cell no: 9000901937

2. Under this tender notice, (5) separate Packages are called for to conduct ABC cum ARV for stray dogs in different Zones by allotting the existing (05) Animal Care Centers to Animal Welfare Organizations @ one center to one Animal Welfare Organization by sharing the existing available facilities viz., kennels/cages and operation theater to have healthy competition among them to avoid monopoly and this tender document pertains to Package IV.
3. **Interested Bidders as per the eligibility criteria may participate in one or more packages subject to allotment of centers at uniform rate which will be minimum rate of L1 Rates among all the (5) Packages. The rate quoted by the bidders for any Package shall not be more than the ceiling Rate i.e. Rs.1500 per each Dog and if any Bidder found quoted more than the Ceiling Rate, his bid will be summarily rejected.**
4. The Bids received after the date or at any office other than specified above will be rejected unless notified by the Authority of the altered time, date and the office for submission.

5. GHMC reserves the right to cancel, terminate, change or modify this tender process and /or requirements of Bid stated in the RFP, without assigning any reasons and without accepting any liability for the same.
6. The AWO/Agency should visit to the respective GHMC's Animal Care Center and see the facilities/ infrastructure available there and also visit and well acquainted with the field conditions and get satisfied himself/herself before participating in the bidding process

**Chief Veterinary officer
GHMC**

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Greater Hyderabad Municipal Corporation (herein after referred to as "GHMC" or the "Authority") or any of its employees, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority and its employees or advisers to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

The Authority and its employees/ advisers make no representation or warranty and shall have no liability to any person including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, 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 for participation in this Bid Stage.

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

The Authority 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 Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reasons whatsoever.

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

1. INTRODUCTION:

The **Greater Hyderabad Municipal Corporation (GHMC)** is the civic body that oversees Hyderabad, the capital and largest city of the Indian state of Telangana. It is the local government for the cities of Hyderabad and Secunderabad. It is one of largest municipal corporation in India with a population of 6.9 million and an area of 625 km. The Greater Hyderabad Municipal Corporation was formed on 16 April 2007 by merging 12 municipalities and 8 gram panchayats with the Municipal Corporation of Hyderabad. The municipalities are L. B. Nagar, Gaddiannaram, Secunderabad, Malkajgiri, Kapra, Alwal, Qutubullapur, Kukatpally, Serilingampalle, Rajendranagar, Ramachandrapuram, and Patancheru.

The Government has decided to divide the Greater Hyderabad Municipal Corporation into Six zones in 2019 (Charminar, L.B Nagar, Secunderabad, Kukatpally, Serilingampally and Khairthabad Zones), 30 circles and 150 wards. Each ward would cover about 37,000 people. The GHMC function through four organs namely Council, Mayor, Standing Committees and Commissioner. The council, which consists of the registered voters of the corporation, is a deliberative body. The GHMC is headed by a Commissioner, an IAS officer. Each zone will have a Zonal Commissioner, an officer of the rank of Additional Commissioner with a Deputy Municipal Commissioners heading every circle.

The GHMC is having separate Veterinary Wing headed by Chief Veterinary Officer as a HOD. All the Zones are headed by a Deputy Director & a Assistant Director and Veterinary Officer is posted as Circle level. Presently there are (3) Deputy Directors & (4) Assistant Directors and (13) Veterinary Officers working in GHMC.

Presently the Veterinary Section of GHMC apart from performing other obligatory duties is also performing Animal Birth Control-cum-Anti Rabies programme in its all six zones by involving private veterinary surgeons and doing about 50,000 ABC surgeries per annum. In order to sterilize the total existing un sterilize populations of street dogs, the GHMC may require (5) years of period and by the time 100% saturation achieved, further more new street dogs will be added up.

Keeping in view of the above facts and to stabilize the street dog population and to eradicate rabies disease in GHMC, the Greater Hyderabad Municipal Corporation., intends to take up Animal Birth Control-cum-Anti Rabies (ABC/AR) Programme for stray dogs by involving the Animal Welfare Organizations who are recognized by the Animal Welfare Board of India and having experience in ABC/AR Programme on par with the other cities of India by floating the RFP as per the SOP norms specified by the Animal Welfare Board of India (AWBI), Animal Birth Control (Dogs) Rules 2001 of Govt. of India & amendments made therein, and "Animal Birth Control

(Dogs) Bye-Laws of the Greater Hyderabad Municipal Corporation 2009” in the (5) Animal Care Centers by allotting one circle initially to one Animal Welfare Organization.

2. INSTRUCTIONS TO THE BIDDER:

A. GENERAL

2.1.General conditions of Bidding

- 2.1.1. No Bidder shall submit more than one Bid for a package and may participate in one or more packages.
 - 2.1.2. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.
 - 2.1.3. The Bid should be furnished in the formats as specified in the Appendices. Bid amount shall be indicated clearly in both figures and in words, in Indian Rupees, and signed by the Bidder’s authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
 - 2.1.4. The Bidder shall deposit a bid security (the “Bid Security”) as per NIT in accordance with the provisions of this RFP. The Bid Security shall be refundable no later than 90 (ninety) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security as per NIT of this document.
 - 2.1.5. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
 - 2.1.6. The Bidding Documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
-

2.1.7. If any services, functions or responsibilities not specifically described in this RFP are inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder.

2.2. ELIGIBILITY AND TECHNICAL QUALIFICATION CRITERIA

2.2.1. Eligibility:

1. The bidder should be a Society/ AWO/NGO recognized by Animal Welfare Board of India (AWBI). (Copy of registration with AWBI shall be enclosed).
2. The bidder should be a local Society/ AWO/NGO having a local office in twin cities (copy of address proof shall be enclosed)
3. The bidder should have experience in performing ABC-cum- AR activities for street dogs in the last (5) years. (Relevant certificates/documents showing its claim should be enclosed)
4. The Bidder should have performed minimum of 30,000 sterilizations of street dogs during the last (5) years put together (Relevant documents showing the claims should be enclosed).

2.3. Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process. The RFP document shall be obtained from the website: www.ghmc.gov.in (Notifications-Tenders)

2.4. Clarifications

2.4.1. Bidders requiring any clarification on the RFP may notify the Authority in writing and by e-mail at cvoveterinary.ghmc@gmail.com. on or before the date specified in NIT. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 2(two) days prior to the Bid Due Date. The Authority will upload it's response to queries and upload in the GHMC web site. GHMC reserves the right not to respond to any question or provide any clarification in its sole discretion.

2.4.2. All clarifications issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.5. Amendment of RFP

2.5.1. At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda in the GHMC website.

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

B. PREPARATION AND SUBMISSION OF BIDS

2.6. Format and Signing of Bid

2.6.1. Bidder shall in its Bid provide all the information sought under the Bidding Documents. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

2.6.2. The Bidder shall prepare one original set of its Bid clearly marked "ORIGINAL". In addition, the Bidder shall submit one copy of its Bid clearly marked "COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.

2.7. Sealing and Marking of Bids

2.7.1. The Bid shall consist of three envelopes:

Envelope 1: Documents pertaining to Eligibility;

Envelope 2: Documents pertaining to Technical Bid;

Envelope 3: Financial Bid;

2.7.2. The documents to be submitted in each of the envelopes shall include:

Envelope 1: Eligibility submission shall contain the following:

a. Copy of Registration with Animal Welfare Board of India (AWBI) GoI.

b. Bid in the prescribed format specified at Appendix-I along with the required supporting documents to demonstrate the Bidder's eligibility as set out in Clause 2.2.1 (Eligibility);

c. Bid Security as NIT;

Envelope 2: Technical Bid submission shall contain the following:

a. All the documents in support of technical qualification requirements as described in Clause 2.2 of the RFP.

b. **Envelope 3:** Financial Bid:

a. The Financial Bid shall be submitted only in the format specified at Appendix - II.

b. The bidder shall quote his rate inclusive of all applicable taxes.

2.7.3. The hard copy of envelopes as specified above shall be placed in an outer envelope, which shall be sealed and shall clearly bear the title of the Package and shall clearly indicate the name and address of the Bidder.

2.7.4. Each of the envelopes shall be addressed to:

The Chief Veterinary officer,
IV Floor, Head Office, GHMC, Tank Bund Road, Hyderabad

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

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

2.8. Bid Due Date

2.8.1. Bids shall be submitted on or before the date and time as stipulated in Bid NIT and the successful bidder shall necessarily be submitted the hard copy of the enclosed documents in original before signing of the Agreement.

2.8.2. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders.

2.9. Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.10. Modifications/Substitution/Withdrawal of Bids

2.10.1. The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.10.2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.11. Rejection of Bids

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

2.11.2. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.12. Validity of Bids

The Bids shall be valid for a period of not less than 90 (Ninety) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.13. **Confidentiality**

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

2.14. **Correspondence with the Bidder**

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

Period of agreement:

One year from the date of entering into agreement or extended, if necessary as per the discretion of the Commissioner, GHMC.

C. BID SECURITY

2.15. **Bid Security**

2.15.1. The Bidder shall furnish as part of its Bid, a Bid Security as mentioned in NIT in the form of a demand draft issued by a Scheduled Bank in India, drawn in favor of "The Commissioner, Greater Hyderabad Municipal Corporation" payable at Hyderabad. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.15.2. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non- responsive.

D. Performance Security

- a. The Performance Security as mentioned in NIT shall be deposited by the Successful Bidder before entering Agreement for functional performance of obligations relating to this work.
- b. The performance Security shall be kept with GHMC for the contract period / extend period as the case may be & will be released three months after the

successfully completion of the assigned work. The Performance Security shall not carry any interest.

3. EVALUATION OF BIDS

3.1. Opening and Evaluation of Bids

- 3.1.1. Tender Committee constituted for the purpose shall open the Bids on Date & Time as stipulated in NIT and in the presence of the Bidders who choose to attend.
- a. Bids received by the due date and time and in sealed cover will only be considered for opening and evaluation. Bids other than stated will be summarily rejected.
 - b. Authorized representatives of the participating firms are requested to be present during Bid opening.
 - c. The details of the authorized representatives (who choose to attend) present will be recorded.
 - d. Name of the firms that submitted the Bids will be read aloud in the presence of firm's representatives and will be recorded.
 - e. Each Bid will be given a number in the ascending order and will be recorded against total number of Bids. For instance, if the total number of Bids received is (5) five, the first Bid will be recorded as 1/5, the second as 2/5 and so on.

In case the Bid submission date is deferred due to declared holiday on the Bid submission date, the opening of Bids also will be deferred in line with the extended Bid submission date.

If any of the Bidders or all Bidders who submitted the tender are not present during the specified date and time of opening it will be deemed that such Bidder(s) is / are not interested to participate in the opening of the Bid/s and the Authority at its discretion will proceed further with opening of technical Bid in their absence.

- 3.1.2. The Tender Committee constituted by the Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this document.
- 3.1.3. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid. The Bidder has to respond to the Authority and submit the relevant proof

/supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Authority.

3.2. TECHNICAL EVALUATION:

- 3.2.1. For the purpose of meeting eligibility criteria under envelope 1, the Bidder shall have to demonstrate that it fulfills the eligibility criteria as per clause 2.2.1. under this RFP.
- 3.2.2. The Bidder, not meeting eligibility criteria described in this RFP, shall be disqualified technically and its Financial Bid should not be opened.

3.3. FINANCIAL EVALUATION

The Authority shall open the Financial Bids of those Bidders who have been technically qualified for further evaluation.

- 3.3.1. Financial Bids shall be opened in presence of the Bidders' representatives on the date of financial bid opening. The Bid Price in the Financial Bid as per Appendix -II (Financial Bid) will only be considered as the financial bid.
- 3.3.2. The Authority will determine whether the Financial Bids are complete, unqualified and unconditional. The Bid Price indicated in the Financial Bid shall be deemed as final. The Bidder with lowest assessed Bid Price shall be the Lowest Bidder and shall be the Selected Bidder, subject to the provisions of this RFP. Priority will be given to the bidder who perform maximum number of sterilizations though he is not L1 bidder subject to agreeing for the L1 rate of all Packages.

3.4. SELECTION OF THE SUCCESSFUL BIDDER

- 3.4.1. Subject to the provisions of this RFP, the Bidder whose Bid is adjudged as responsive and who's assessed Bid Price is the lowest shall be compared with the selected Bidder (the "Selected Bidder") for the other four packages. In case the Rate quoted by the selected bidder for this package is less or equal to the L1 rate for the other (4) packages called for under this tender notice will be considered. In case the L1 rate of the selected Bidder is more than any of the L1 rate in any of the packages the selected Bidder shall accept L1 Rate among all the other (4) Packages.
-

- 3.4.2. The second, third and so on ranked Bidders shall be kept in reserve and may be invited for negotiations in that order in case the first ranked Bidder withdraws or fails to submit the Performance Guarantee (or) not agreed for lowest L1 among all Packages, as the case may be.
- 3.4.3. In the event that, the assessed Bid Price of two or more Bidders is the same (the "Tie Bids"), the Authority shall declare the selected Bidder on draw of lots duly following the clause 3.4.1 and 3.4.2.
- 3.4.4. The decision of the tender accepting authority i.e., the Commissioner, GHMC is final and binding on all the bidders. No correspondence will be entertained in this regard.
- 3.4.5. After selection of the Successful Bidder , a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be invited for negotiations.
- 3.4.6. After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the agency to execute the Agreement within the period prescribed in LoA and with the officer as mentioned in LoA. The Agreement shall be executed in two copies in English language, each party receiving one original copy. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.
- 3.4.7. On signing of the Agreement, the Concessionaire shall intimate the name of the principal person who will be acting for and on behalf of the Bidder in all its relations and communications with the Authority. If there is any change in the principal person, Bidder shall intimate such change to the Authority immediately.

4. Fraud and corrupt practices

- 4.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Successful Bidder, as the case may be, if it determines that the Bidder or Successful Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.
- 4.2. Without prejudice to the rights of the Authority hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder or Successful Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Successful Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Successful Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3. For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. "Corrupt Practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or

engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.4 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- c. "Fraudulent Practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- d. "Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- e. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- f. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. MISCELLANEOUS

- 5.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and including but not limited to laws of Govt of Telangana and the Greater Hyderabad Municipal Corporation Rules and Regulations in force and as amended from time to time; and the Courts in Hyderabad shall have exclusive jurisdiction in all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 5.2. The Authority, in its sole discretion and without incurring any

obligation or liability, reserves the right, at any time, to;

- a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b. consult with any Bidder in order to receive clarification or further information;
- c. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder;
- d. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder; and or
- e. amend, modify or re-issue the Bidding Documents or any part thereof.

5.3. Rights of GHMC on Termination

Notwithstanding anything contained in this Agreement, GHMC shall not as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the AWOs/ Agencies in connection with the Project, and the GHMC shall be free from any such obligation.

5.4. Accrued Rights of Parties

Notwithstanding anything contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party. The rights and obligations of either Party under this Agreement, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

6. SCOPE OF THE PROJECT:

- a. The AWOs/ Agencies shall execute an agreement on a stamp paper of Rs.100/- (non -judicial stamp paper) agreeing to the scope of work and terms & conditions with the officer of the GHMC as mentioned in LoA.

- b. The AWOs/Agencies shall carry out the work of catching stray dogs, implement the Animal Birth Control (ABC) & Anti Rabies Vaccination (ARV) programme and euthanize the only incurably ill, ferocious and mortally wounded dogs as diagnosed by qualified veterinarians from Veterinary Section, GHMC in consultation with the Veterinarians of Animal Welfare Organizations in humane manner under the direct supervision of qualified veterinarian by administering Sodium Pentathol for adult dogs and Thiopental intraperitoneal for puppies as envisaged in the Animal Birth Control (Dogs) Rules, 2001 under the Prevention of Cruelty to Animals Act 1960 & amended there under and Animal Birth Control (Dogs) Bye-Laws of GHMC 2009 in a humane manner.
- c. The AWOs/Agencies shall engage fulltime / part time veterinary doctors / surgeons who are having minimum (2) years experience in ABC/ARV programme to carry out the sterilizations and vaccinations required under the ABC-cum-ARV programme
- d. The AWOs/Agencies should have sufficient No. of dog catching vehicles as recommended by the Animal Welfare Board of India for transportation of stray dogs from the concerned areas of allotted circles of GHMC to the respective Animal Care Centers, GHMC (where ABC activities, Operations etc., are being carried out). After sterilization, immunization etc., the AWO/Agency shall again leave / release the dogs back in the same areas from where they were caught before sterilization
- e. The AWOs/Agencies shall engage drivers and trained dog catchers.
- f. The dog catchers shall have sufficient experience in catching the stray dogs in humane manner or will have to be trained in catching the dogs in a humane manner.
- g. The AWOs/Agencies should arrange sufficient number of cages/ container kennels, operation theater equipments, etc by their own cost as per the requirement in the Animal Care Center of GHMC where such infrastructure is not available sufficiently to share with the AWOs.
- h. The AWOs/Agencies should leave these sterilized and immunized dogs to the same place from where they were caught and their one of ear will be clipped in "U/V" shape at the tip of the ear

- i. The AWOs/Agency should carry out ABC/AR programme by utilizing their own good quality medicines, anesthetic drugs, suturing material, surgical equipments, Anti Rabies Vaccine, etc., require for the entire ABC/AR programme.
- j. The AWOs/Agency should provide the sufficient hygienic food and sufficient clean water to the dogs in the allotted Animal Care Centers as required and maintain the entire premises in a clean manner and in hygienic conditions
- k. The AWOs/Agency should keep the operation theater clean and maintain asepsis in it as per the SOP norms.
- l. The AWOs/Agency should vaccinate with ARV all the dogs sterilized.
- m. The AWOs/Agency should de-worm the dogs caught for ABC-cum-ARV Programme.
- n. The AWOs/Agency should take up installation of global positioning system (GPS) for the dog catching vehicles to monitor the programme. And also to maintain the GPS in working condition positively.
- o. The AWOs/Agency should send the daily, weekly, fortnightly and monthly reports in time specified to the GHMC authorities without fail.
- p. The AWOs/Agency should maintain all the prescribed records and will be produced at the time of inspection by GHMC authorities.
- q. The AWOs/Agency should house the dogs in suitable kennels/cages to be provided in the Animal Care Center basing on the availability in the respective Animal Care Center and sterilize the healthy dogs and not to undertake sterilization of pregnant dogs.
- r. Rabid dogs /suspected rabid dogs to be kept in isolated wards/ kennels /cages for taking further necessary action as per the law

- s. The AWOs/Agencies shall provide sufficient food and water to dogs from the time of bringing the dogs to Animal Care Centers till they are released back to their places and also to look after their health while they are pounded.
- t. The dogs shall be caught in a humane manner and the ABC-cum-ARV / euthanization shall be carried out as per the Animal Birth Control (Dogs) Rules, and Revised rules made there under the Prevention of Cruelty to Animals Act, 1960.
- u. The Animal Care Centers/ dog pounds have to be maintained in clean and hygienic conditions.
- v. The AWOs/Agency shall Euthanize the only incurably ill, ferocious and mortally wounded dogs as diagnosed by qualified veterinarian from Veterinary Section, GHMC in consultation with the Veterinarians of Animal Welfare Organizations in humane manner under the direct supervision of qualified veterinarian by administering Sodium Pentathol for adult dogs and Thiopental intraperitoneal for puppies as per the ABC (Dogs) Rules, 2001& Animal Birth Control (Dogs) Bye-Laws of GHMC 2009.No dog shall be euthanize in the presence of another dog.
- w. The AWOs/Agencies shall attend to public complaints and should attend emergency complaints viz., dog bite immediately from the concerned allotted circle. The AWOs/Agency should perform sterilization of these dogs as per norms and to look after them till they are released back at the same place from where they were picked up as per the rules.
- x. The pregnant dogs shall not be operated upon and puppies and adult dogs shall be housed in separate kennels.
- y. All the dogs sterilized shall also be vaccinated with ARV and they shall be given post operative care 4-5 days for males and 5-6 days for females. In case of non-healing of surgical wound, the dogs are to be provided with postoperative care beyond the above period till the wound is healed.

- z. The AWOs/Agencies shall take up the ABC-cum-AR Programme in the concerned Animal Care Center in a circle which will be allotted to them by the GHMC
- aa. The ABC-cum-AR Programme should be taken up ward wise as per the norms. The wards will also be allotted one after the another in the concerned Circle to the AWOs by the GHMC
- bb. The AWOs should take up and complete a minimum of 90% of the street dogs population in a ward selected and then only they can move to the next ward.
- cc. A Mobile ABC App will be developed by GHMC shall be used at the time of catching through with date, time, ward number, circle number, dog photo, location (Geotagging), operation activity & also while releasing back the dogs in the same locality from where they were caught shall be entered, uploaded for transparency in implementing the programme. Once the ABC App will be fully functional the same has to be used by all the AWOs for uploading the photos, etc as stated above for making payments
- dd. The details of the dogs, caught, sterilized, vaccinated and euthanized shall be in pre-scribed registers to be maintained by the AWOs/Agencies, which shall be produced at the time of verification by GHMC.
- ee. Advance intimation shall be given to GHMC from time to time regarding the schedule of catching, sterilizing, vaccinating and euthanizing the stray dogs, etc.,
- ff. The performing returns including the bills for payment shall be submitted by the AWOs/Agencies, to the concerned Zonal Commissioner, GHMC duly attested by the Veterinary Officer / Assistant Director (Veterinary)/ Deputy Director (Veterinary) of the concerned Circle / Zone, GHMC.
- gg. The organs removed at the time of sterilization, shall be preserved in Formalin and produced for inspection by GHMC.
- hh. The AWOs/Agencies shall be responsible for the safety of the persons engaged for the programme and shall provide protective uniforms and equipment etc., to the staff and shall ensure that the staff are duly immunized

against rabies disease,. The dog catching Vans shall have a First Aid Box to treat emergency bites/accidents.

- ii. The dog vans must be washed and sprayed with 0.1 percent solution of Malathion before it is taken out every time.
- jj. The AWOs/Agencies shall provide a responsible person available 24 hours in the Animal Care Centre.
- kk. The AWOs/Agencies shall get all the list of dogs who have been subjected to ABC-cum-ARV programme and euthanasia, certified by Veterinary Surgeon appointed by the AWOs/Agencies.
- ll. The AWOs/Agencies shall extend the present assignment of the work beyond the specified period from the date of this agreement and after which the matter may be reviewed and would be extended if necessary at the sole direction of Commissioner, GHMC.
- mm. The AWOs/Agencies shall undertake publicity campaigns for street dog management in the local area involving Resident Welfare Associations.
- nn. The AWOs/Agencies shall implement any other programme suggested by the GHMC authorities in order to bring down the dog population by means of ABC-cum-ARV Programme.
- oo. The AWOs/Agencies shall give undertaking that it will not claim/apply/receive any aid/grant/fund for the same purpose /work carried out in that particular GHMC, from any other funding agency i.e., AWI/GoI/Foreign etc., since the GHMC is reimbursing / paying the entire expenditure to the AWOs/Agencies for implementing this programme
- pp. The AWOs/Agencies shall abide by the condition of "Commissioner, GHMC" that has the right to cancel the present assignment of the work in the event of non compliance of the terms and conditions specified, at any point of time and recovering damages that might be incurred due to cancellation besides forfeiting of EMD/Performance Security deposited by the AWO/Agency.

qq. The biomedical waste generated should be handed over to the authorized Biomedical Waste disposal agency approved by TS Pollution Control Board on their own cost.

7. General Obligations of the AWOs/Agencies:

The AWOs/Agencies shall at its own cost and expense:

- a. Procure all the required permits and be in compliance thereof at all times during the period of this Agreement.
- b. Comply with statutory law at all times during the period of this Agreement.
- c. Ensure that all aspects of the Project shall conform to the laws pertaining to environment, health and safety aspects.
- d. Ensure that the vehicles used for transportation of stray dogs are registered with the transport authorities concerned and ensure that requisite insurances, Pollution Control Board Clearance Certificate for emission norms, taxes, etc., are promptly paid / arrange to be paid.

8. Obligations of GHMC:

- a. After the successful award of contract to the AWOs/Agencies, the GHMC will allot one Animal Care Center to one AWO/Agency for performing ABC-cum-ARV programme by allotting initially one circle of a zone. The discretion of GHMC in allotment of one Animal Care Center to one approved AWO/Agency is final and binding on all the approved AWOs/Agencies.
- b. The allotment of one circle of the Zone pertaining to the Animal Care Center will be made by the GHMC. The GHMC will also allot the wards one after another of the concerned circle to the AWOs .
- c. The GHMC shall provide required land/ kennels/cages to house the dogs, operation theatre with required equipments basing on the availability of the same in the GHMC Animal Care Centers after utilizing of the same for GHMC ABC-cum-AR Programme on sharing basis wherever feasible.

- d. The GHMC shall provide basic facilities like water and electricity.
- e. Veterinary Section staff of GHMC of the concerned circle shall accompany the dog vans plied by the Animal Welfare Organizations for this purpose.
- f. Shelter Manager / Veterinary Officer shall countersign daily on the Driver Record Sheet after verification of the details of number of dogs caught / released after ABC / AR Programme.
- g. The GHMC shall attend the public complaints including the emergency complaints viz., dog bite, etc on priority basis in the areas allotted to AWOs/Agencies and handover the dogs caught after attending the said complaints by them to the AWOs/Agencies for performing ABC-cum-ARV programme. The same operated dogs will be released back in the same areas from where they were caught in the presence of GHMC concerned staff who have caught them
- h. The GHMC Monitoring Committee for monitoring the Animal Birth Control and Anti Rabies Vaccination Programme which is constituted as per AWBI norms and shall meet once in a month to review the progress of the work.
- i. In order to carry out this programme, GHMC agrees to make the payment monthly basis depending upon the monthly progress of the work.
- j. The AWOs/Agencies would deposit the Service Tax (as applicable) on receipt of payment to the IT Department and the copy of the remittance challan would be submitted to the GHMC as a proof of payment of Service Tax then only amount will be reimbursed.
- k. Statutory deductions will be made from bills payable to the AWOs/Agencies from time to time, in case the AWOs/Agencies claim for any exemption, the agencies have to produce relevant and necessary documents.
- l. Resolve disputes, if any, between the AWOs/Agencies and the general public/ residents in the Project Area in the GHMC.
- m. 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.

9. FINAL OUTPUTS AND DELIVERABLES:

- The ABC-cum-ARV programme of the street/ stray dogs should be started immediately by the AWOs/Agencies after the awarding of contract to them by the GHMC in all the (5) Animal Care Centers of (6) Zones of GHMC @ of one Animal Care Center to one Animal Welfare Organization.
 - Sterilisation, Immunization, etc., as part of ABC/AR programme to all stray dogs in Greater Hyderabad Municipal Corporation in the selected circles which will be allotted by the GHMC to the AWOs in one Animal Care Center @ one AWO in the existing (5) Animal Care Centers of GHMC, the process shall be completed as early as possible from the date of signing of agreement.
 - The details of ABC programme and other cited activities shall be kept online as prescribed by the GHMC, by the AWOs.
 - A daily, weekly, monthly report shall be submitted to the Zonal Commissioners, Chief Veterinary Officer, Deputy Directors (Vet), Assistant Directors (Vet) and Veterinary Officers of the concern Zones/Circles as prescribed.
 - The programme shall be carried out by the AWOs as per the specifications prescribed by the SOP of AWBI and Animal Birth Control (Dogs) Bye-Laws of GHMC 2009.
 - A self assessed target for performing the number of sterilization of the street dogs per month furnished by the AWOs/Agencies basing on the availability of facilities viz., kennels, cages, etc., in the respective Animal Care Centres after discussing with the Chief Veterinary Officer/Deputy Director concerned before signing the agreement will be the target for AWOs/Agencies. The AWOs/Agencies have to complete their targets without fail.
-

10. PENALTY CLAUSE:

If the successful bidder/ AWO fails to achieve the fixed target of mass sterilization, an amount @ Rs.100/- per each non-operative dog will be deducted from the final bill to be paid by the GHMC.

11. COMPOSITION OF REVIEW COMMITTEE TO REVIEW AGENCIES WORK:

A Monitoring Committee will be constituted to oversee the implementation of the ABC/AR programme. Entire programme shall be carried out as per the specifications of SOP prescribed by AWBI and Animal Birth Control (Dogs) Bye-Laws of GHMC 2009 and necessary records are to be maintained, by the Animal Welfare Organizations pertaining to their allotted circles of the respective Animal Care Centers.

12. DISPUTE RESOLUTION

12.1 Amicable Resolution:

Save where expressly stated to the contrary in this Agreement, any dispute difference or controversy of whatever nature between the parties, however arising under, out of or in relation to this agreement, shall in the first instance be attempted to be resolved amicably by meetings between the parties.

12.2 In case of any dispute not amicably settled, the matter to be referred to the Commissioner, GHMC, whose decision shall be final and binding on both sides.

13. Governing Law and Jurisdiction:

The laws of India govern the Schedules tighter constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the particles hereto and evidence in writing.

14. Force Majeure

- 14.1 The terms and conditions mutually agreed upon this CONTRACT shall be subject to Force Majeure.
- 14.2 Neither Greater Hyderabad Municipal Corporation nor the Agency / AWOs 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 or order proclamation, regulation or ordinance by any Government or of any sub division 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.
- 14.3 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.
- 14.4 In the event of Force Majeure both parties shall put in their best efforts towards resumption of the works at the earliest.

15. Termination

15.1 By the GHMC

The GHMC shall terminate this contract, by giving not less than 3 days prior written notice of termination to the AWOs/Agency after the occurrence of any of the events specified in paragraphs a, b & c below and for the failure by the AWO/Agency in adhering to the Action Plan and timelines submitted by the AWOs/Agencies to the GHMC.

- a. If the AWOs/Agencies do not remedy a failure in the performance of their obligations under the contract, within Thirty (30) days of receipt after being notified or within such further period as the GHMC may have subsequently approved in writing:
- b. If, as the result of Force Majeure, the AWO/Agency is unable to performed work entrusted for a period of not less than Thirty (30) 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 GHMC/Borrower, and includes collusive practice among AWOs/Agencies (prior to or after submission of proposals) designed to establish prices as artificial non-competitive levels and to deprive the GHMC/Borrower of the benefits of free and open competition.

APPENDIX - 1

LETTER COMPRISING THE BID

Date:

To

The Chief Veterinary Officer,
Greater Hyderabad Municipal Corporation,
CC Complex, Tank Bund Road, Lower Tank Bund, Hyderabad-500063

Sub: Bid for "Catching, Conducting animal birth control operations and anti rabies vaccinations (ABC cum ARV) for stray dogs including post operative care in Khairthabad Zone at Patel Nagar, Animal Care Center of Greater Hyderabad Municipal Corporation through Animal Welfare Organizations for a period of one year - PACKAGE - IV" - Submitted - Reg

1. With reference to your RFP Document dated _____, I/we, having examined all relevant documents and understood their contents, hereby submit our Bid for selection as Concessionaire for the subject project. The Bid is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire, and we certify that all information provided in the Bid and in the Appendices, are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. The Bid is being submitted for the express purpose of qualifying as a Selected Bidder for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Bid.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public

authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We certify that we are not barred by the Govt of Telangana or any other State Government in India or the Government of India, or any public agencies from participating in similar projects as on [] (Bid Due Date).
8. I/We declare that:
 - a. We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - b. I/We do not have any conflict of interest as mentioned in the Bidding Documents;
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public-sector enterprise or any government, Central or State; and
 - d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
9. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Concessionaire, without incurring any liability to the Bidders.
10. I/We believe that I/we/our satisfy(s) and meet(s) all the requirements as specified in the RFP and are/is qualified to submit a Bid.
11. I/We certify that I/we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project for the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/We further certify that in regard to matters relating to security and integrity of the country, I/we have not been charge-sheeted by any Government agency or convicted by a Court of Law.

13.I/We further certify that no investigation by a regulatory authority is pending either against me/us/or against our chief executive officer or any of my/our directors/managers/employees.

14..I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Government of India in connection with the selection of the Concessionaire or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

15.I/We agree and undertake to abide by all the terms and conditions of the RFP.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

APPENDIX - II

FINANCIAL PROPOSAL/ BID

NAME OF WORK

“Catching, Conducting animal birth control operations and anti rabies vaccinations (ABC cum ARV) for stray dogs including post operative care in Khairthabad Zone at Patel Nagar, Animal Care Center of Greater Hyderabad Municipal Corporation through Animal Welfare Organizations for a period of one year - **PACKAGE IV** “

I/M/s..... do hereby express my/its willingness to execute the aforesaid work as per the conditions, standards, specifications, rules, regulations, etc., stipulated in the Bid documents at the Rate of Rs..... (Words in Rupees.....) per dog

**SIGNATURE NAME OF THE
AWO/AGENCY/AUTHORIZED SIGNATURE**

Place:

Date: