

Veterinary Section

District Panchayat, Daman

Tender No.DP/AHVS/ABC/2015/.....

Dated: 06/10/2015

Bid Documents for "Dog Sterilization Work in District Panchayat Area"

2015-2016

Milestone for tendering is as under	
Procuring of Tender documents	Upto 16/10/2015; 15.00 Hrs.
Submission of Tender	Upto 16/10/2015; 16.00 Hrs.
Pre bid Meeting (If require)	On 16/10/2015 at 11:00 at office of the Veterinary Officer, Veterinary Section, District Panchayat, Dholar, Daman.
Physical Submission of EMD, Tender fee and Technical bid documents.	Upto 16/10/2015; 16.00 Hrs.
Opening of Technical Bid	On 16/10/2015; 17.00 Hrs.
Verification & evaluation of Technical Bid (EMD, Tender fee, other documents etc.)	On 19/10/2015; 16.00 Hrs.
Opening of Price Bid (If Possible)	19/10/2015 at 16:30 onwards
Price of Tender Document	₹ 250/-
Earnest Money Deposit	₹ 15,000/-
Approximate Project Cost	₹ 4,75,000/-
Tender Document will be available at Veterinary Section, District Panchayat, Daman. The same are required to be deposited in Tender Box at Veterinary Section, District Panchayat, Daman.	

Veterinary Officer
Veterinary Section
District Panchayat, Daman (U.T.)

Tender Document No.:- _____

District Panchayat, Daman

CHAPTER - 1 TENDER NOTICE

Tenders with two bid system are invited for Dog Sterilization Work in Daman District Panchayat Area for VETERINARY SECTION OF DISTRICT PANCHAYAT, DAMAN from reputed Agency, who have

QUALIFICATION/ELIGIBILITY CRITERIA

A. Only Agency who has registered NGO/Trust/Society. **Provide Certificate of Registration.**

B. **Financial Criteria:**

- a. The Average Annual financial turnover of the bidder during the last 5 years, ending 31/03/15 at least 20 Lacs.

C. **Certificate of PAN Card or TAN Card Number**

D. **Experience Criteria:**

Bidder shall have experience of **atleast 5000** number of dog sterilization work related to the assignment in handling job (Catching of Street Dogs, Perform Sterilization Operation, Post-operative care of Sterilized Dogs and Release at Same Location from they were caught) by any effective method with supportive documents of any Govt., semi govt. organization, institutions or Municipal Corporation.

The bidder shall furnish a **satisfactory performance certificate** from the past client for at least **2500 number** of dog sterilization work with self-attested copies of purchase orders received from those clients.

E. **EMD & Tender Fee:**

An Earnest Money Deposit of **Rs.15,000/-** and Tender fee of **Rs. 250/-** (Non-refundable) in form of Demand Draft in favour of "**Chief Executive Officer**", District Panchayat, payable at Daman, of any Nationalized or Schedule Bank located at DAMAN shall accompany along with the qualification's documents up to 16/10/2015; 16.00 hrs at Office of the Veterinary Section, District Panchayat, Dholar, Daman.

F. **NON-BLACK LISTING BOND:**

The bidder has to furnish the undertaking on the non-judicial stamp paper of Rs. 10/- duly Notarized regarding his firm is not black listed in anywhere in India at the time of tendering. This undertaking should be submitted during the physical submission of Qualification documents.

PRE-BID MEETING: IF Requires)

A Pre-bid meeting is scheduled on 16/10/2015 at 11.00 hours in the office of the Veterinary Section, District Panchayat, Dholar, Daman.

The bidder who has queries regarding the tender shall have to submit the same physically in writing or by email: ahvs-dmn-dd@nic.in before date 15/10/2015. Queries received late will not be considered.

The Technical Bid should be submitted with all technical details, duly filled and every page should be signed and sealed and should be submitted along with the qualification documents.

Tender will be submitted up to 16.00 hours IST on date 16/10/2015 and Technical Bid will be opened (If Possible) on Date 16/10/2015 at 17.00 Hours IST .

All necessary self attested/Original documentary evidence shall be submitted along with the tender.

CEO, District Panchayat, Dholar, Daman, reserves the right to accept or reject any or all tender(s) without assigning any reason thereof.

 06/10/15

Veterinary Officer

District Panchayat, Daman.

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पशुचिकित्सा अधिकारी
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CHAPTER - 2

E.M.D. & TENDER FEE SCHEDULE

- Earnest Money Deposit : Rs. 15,000/-
- Tender Fee : Rs. 250/-

An Earnest Money Deposit of Rs.15,000/- in words Fifteen thousand only and Tender fee of Rs. 250/- in words two hundred fifty only (Non-refundable) in form of Demand Draft in favour of "**Chief Executive Officer**", District Panchayat, Daman of any Nationalized or Schedule Bank shall accompany along with the qualification's documents.

DETAILS TO BE FILLED BY BIDDER

Name of Bidder : _____

Address of Bidder : _____

Nature of Business : _____

DETAILS OF E.M.D.

Name of Bank & Branch : _____

D.D. No. & Date : _____

Amount in Rupees : _____

DETAILS OF TENDER FEE

Name of Bank & Branch : _____

D.D. No. & Date : _____

Amount in Rupees : _____

Signature and seal of Bidder

Handwritten signature/initials

CHAPTER - 3

PRELIMINARY DEFINITIONS

1. **"Act"** means PCA Act.
2. **"Applicable Law"** means all relevant laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgment, decrees, injunctions, Writs or orders of court, as may be in force and effect during the subsistence of this Tender Document.
3. **"Bid Document"** shall mean the document submitted by the Bidder, pursuant to understanding and agreeing with the terms and conditions set out in this Tender Document.
4. **"Contract"** shall mean the agreement to be entered into between DISTRICT PANCHAYAT and the successful Bidder.
5. **"Data"** shall mean the information in relation to the DISTRICT PANCHAYAT made available to the Bidder for the project.
6. **"Project"** shall mean Dog Sterilization Work in Daman District Panchayat Area in accordance with the procedures, specifications and target set out in the Contract and Tender Document.
7. **"Project Schedule"** shall mean the schedule submitted by the Bidder together with the Statement of Work.
8. **"PROPOSAL"** shall mean Request for Tenders.
9. **"Statement of Work"** shall mean the work order issued by the CEO concern officer of the District Panchayat, pursuant to which the Bidder shall commence the work.
10. **"Tender Document "** shall mean this Tender Document and shall include Introduction, Invitation for Bids, Instructions to Bidders, Scope of Work, Technical Requirements Specifications, Functional Requirements, Specifications and the terms and conditions and Schedules, Annexure or addendum hereto, as may be amended from time to time.
11. **"ABC"** shall mean Animal Birth Control.
12. **"CNVR"** shall mean Catch-Neuter-Vaccinate-Release.
13. **"NGO"** shall mean Non Government Organization.
14. **"AWBI"** shall mean Animal Welfare Board of India.
15. **"DISTRICT PANCHAYAT"** shall mean District Panchayat.
16. **"SOP"** shall mean "Standard Operating Procedures" for Sterilization of Stray Dogs Under The Animal Birth Control Program Compiled by Animal Welfare Board of India

CHAPTER - 4

(Financial Bid should be provided in separate Cover in main cover)


PRICE SCHEDULE

(To be filled only)

SR no.	Job/scope of work	Period of Work	Price Per Dog (In Rs.)
1.	To Catch the male/female stray dogs from the District Panchayat Area Limit, perform sterilization operation, Vaccinate with anti-rabies vaccine, Kept under observation for atleast 3 days in kennel and release them back to their respective location.	1 years	
2.	Per day Post-operative care of sterilized dog (In case of increase/decrease in days of post-operative care)	1 years	

NOTE ON SCHEDULE:

1. The bidder shall quote his firm and fix prices for entire project defined in more details in various sections of the tender document.
2. The rates and prices shall be submitted format only as per price schedule. Rates received in any other format will be rejected and bids will be disqualified.
3. It will be entirely at the discretion of the employer to accept or reject the bidder's proposal without giving any reasons whatsoever and the bidder shall not be permitted to withdraw his bid on this account.
4. The prices shall be firm for the entire period of the contract without any escalation.
5. District Panchayat reserves the right to distribute the work among more than one agency.
6. The financial price will be evaluated as described in technical bid


Veterinary Officer
District Panchayat, Daman.
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CHAPTER - 5

General Terms and Conditions for Contract

Name of Work: "Dog Sterilization Work in District Panchayat Area, Daman"

1. Set out below are the terms and conditions under which Agency has agreed to carry out for Client the above mentioned assignment specified in the attached terms of reference.
2. For administrative purposes **Veterinary Officer, District Panchayat, Daman** has been assigned to administer the assignment and to provide Agency with all relevant information needed to carry out the assignment.
3. The Chief Executive Officer, District Panchayat, Daman may find if necessary extend its assignment. In such case every effort will be made to give you as early as possible, notice or any changes. In the event of termination, the Agency shall be paid for the services rendered for carrying out assignment to the date of termination, and the Agency will provide the Chief Executive Officer, District Panchayat, Daman with any reports or parts thereof, or any other information and documentation gathered under this agreement prior to the date of termination.
4. The Agency under take to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of assignment, and to ensure that the staff assigned to perform the services under this agreement, will conduct themselves in a manner consistent herewith.
5. The Bidder will not assign this contract or any portion of the contract to others without the client's prior written consent.
6. Any dispute arising out of the contract, which cannot be amicably settled between the parties, shall be referred to adjudication / arbitration in accordance with Arbitration and Conciliation Act 1996.
7. The CEO of District Panchayat reserves the right to reject or terminate the contract at any time without giving any notice, and the agency will not be able to claim or produce argument for the same, or no legal matter shall be raised by the agency.
8. In case of interpretation / dispute / any argument pertaining to the terms & conditions of the contract as well as any other matter, the decision of the Chief Executive Officer, District Panchayat, shall be final and abiding to agency.
9. Chief Executive Officer, District Panchayat reserves the right to change any terms & condition of contract.
10. The agency shall duly follow all prevailing government rules & regulations as applicable from time to time, including Labour Laws, P.F. Rules, ESIC, etc. & Agency has to submit attested copy P.F. code certificate, ESI certificate, Labour license etc., which ever applicable.
11. During this work, if any injury or death occurs to any person whether he is the driver or labour of agency or any person on road or casualty to property, complete responsibility of such casualty will be of agency and District Panchayat will not be responsible for any such casualty. Even though if any person claims for any compensation for injury or death

CHAPTER - 4

(Financial Bid should be provided in separate Cover in main cover)

PRICE SCHEDULE

(To be filled only)

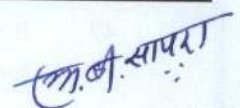
SR no.	Job/scope of work	Period of Work	Price Per Dog (In Rs.)
1.	To Catch the male/female stray dogs from the District Panchayat Area Limit, perform sterilization operation, Vaccinate with anti-rabies vaccine, Kept under observation for atleast 3 days in kennel and release them back to their respective location.	1 years	
2.	Per day Post-operative care of sterilized dog (In case of increase/decrease in days of post-operative care)	1 years	

NOTE ON SCHEDULE:

1. The bidder shall quote his firm and fix prices for entire project defined in more details in various sections of the tender document.
2. The rates and prices shall be submitted format only as per price schedule. Rates received in any other format will be rejected and bids will be disqualified.
3. It will be entirely at the discretion of the employer to accept or reject the bidder's proposal without giving any reasons whatsoever and the bidder shall not be permitted to withdraw his bid on this account.
4. The prices shall be firm for the entire period of the contract without any escalation.
5. District Panchayat reserves the right to distribute the work among more than one agency.
6. The financial price will be evaluated as described in technical bid

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District Panchayat, Daman.
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- or go under any legal procedure against District Panchayat, claimed amount will be deducted from agency's bill & will be kept as deposit. After completion of the case, claimed amount will be paid to the person from the agency's deposit, Excess amount of deposit (after paying of claimed amount to the person) will be returned to the agency.
12. Duration of Contract is for 1 years and extended up to 6 months.
 13. The behavior and language of the employee of agency must be proper.
 14. During this contract, if it is found that agency undergoes malpractice or irregularity or agency's activity damages the economic interest of District Panchayat, contract will be terminated without any prior notice. The agency will be black listed for any work of District Panchayat.
 15. Bill shall be produced by agency after end of the month.
 16. As per the prevailing rules of Government, TDS and other applicable charges shall be deducted from the bill produced for payment by agency.
 17. Agency has to furnish attested copy of Pan Number.
 18. Prices should be written clearly in Figure and in Words proper space in "Price Schedule" of Price Bid of the Tender.
 19. Quoted price should be inclusive of all work. i.e. Catching of Dog, Perform Sterilization Operation, Post-operative care and release of dogs and inclusive of all expenses, insurance and taxes.
 20. An Earnest Money Deposit and Tender fee shall accompany along with the qualification's documents. Without E.M.D. and tender fee in form of Demand Draft, e-tender will be rejected.
 21. Tender shall be valid for a period of 365 days after the date of opening Tender Price Bid.
 22. Tenderer should have to offer the firm prices in Tender Price Bid for the prescribed work as per given in Technical Specification. Offer for the other type of work will not be considered and tender will be rejected.
 23. The successful bidder shall have to enter into an **agreement** on a non-judicial stamp paper of Rs.100/- in prescribed format of DISTRICT PANCHAYAT **within 15 days of intimation**. The cost of stamp paper and adhesive stamp shall be borne by the agency.
 24. In case of agency discontinues the work, security deposit/EMD shall be forfeited.
 25. The Bidder has to **start work within 30 days** of work order issued.
 26. Any modification or any changes in work or technical specifications done by DISTRICT PANCHAYAT's official, bidder has to follow these changes without any dispute and argument. (No extra cost will be given for the modifications or changes).
 27. Bidder can contact for more information and details regarding tender to the Veterinary Officer, District Panchayat, Daman-396210.
 28. **PROFESSIONAL TAX:** The bidder shall have to pay the Professional Tax as applicable as per the Law.
 29. **TAXES:** Bidder has to pay taxes of all vehicles use for this work.
 30. **Service Tax:** If service tax applicable, service tax shall be paid as per prevailing rate extra on the bill amount.
 31. **PERMIT:** Bidder has to take permit of all vehicles use for this work.
 32. **UNIT OF RATE:** The unit of rate shall be on number basis.



33. **INSPECTION OF WORK:** Inspection of work in field or Centre site shall be carried out by authorized representative of DISTRICT PANCHAYAT.
34. **JURISDICTION:** In the event of any dispute or difference arising out of this Tender / contract, the jurisdiction of the Court shall be DAMAN (U.T.) only. While executing the agreement, the bidder shall be governed at all times by all laws, regulations etc., in force in U.T. .
35. **DISPUTE:** In the event of any problem, dispute or difference arising out of or under this contract, the decision of the Chief Executive Officer, DISTRICT PANCHAYAT, DAMAN, will be final and binding to the parties to this contract.
36. **STATUTORY VARIATIONS:** The price of the work quoted by the Bidder will be on the basis of current criteria of work, which is Catch-Nuter-3 day post-operative care-Release. If there will be any increase / decrease in the day of post-operative care that will be applicable to both i.e. **DISTRICT PANCHAYAT & BIDDER** and same will be paid/deducted by **DISTRICT PANCHAYAT** on receipt of necessary documentary evidence from the Bidder/DP/UT GOVT.
37. Conditional offer will not be accepted and same will be treated as non-responsive.
38. **TENDER AGREEMENT:** The bidder shall be required to enter into an agreement for due performance of the contract. The stamp duty on all documents to be executed in connection with this contract to be entered into shall be borne by supplier. The contract agreement will have to be executed on a stamp paper of appropriate value as per value orders in force for the time being.
39. EMD of the first lowest firm/company will be forfeited if they fail to enter into agreement within prescribed time limit for entering into agreement.
40. **Extension for delay:** If the work is delayed by (1) Force Majeure, (2) Serious loser damage by fire, (3) Strike, Bandh, Curfew, Rally, Heavy rains, Flood, Cyclone, Earthquake or Natural Calamities occurs, (4) ElectriDistrict Panchayat staggering, (5) Any other case, which is beyond the control of contractor/DISTRICT PANCHAYAT and remains for more than 10 days, Deputy Chief Executive Officer will decide period of delay extension.
41. Chief Executive Officer, DISTRICT PANCHAYAT, DAMAN, reserves the right to accept or reject any or all the Tender(s) without assigning any reasons thereof.
42. Technical Bid will be opened as per mile stone date as mentioned date And after evaluation of Technical Bid, Price Bid will be opened only of those Bidder who will be qualified in Technical Bid evaluation. Date of opening of Price bid will be as per mile stone date as mentioned date, only of those Bidder who will be qualified in technical bid evaluation.
43. Tender fees will not be refunded under any circumstances.
44. EMD in the form specified in Technical Bid only shall be accepted.
45. Tender offers without tender fees, Earnest Money Deposit (EMD) and which do not fulfill all or any of the condition or submitted incomplete in any respect will be rejected.
46. Conditional tender shall not be accepted. Chief Executive Officer, DAMAN reserves the right to accept or reject such tenders without assigning any reason thereof.
47. Bidders shall submit necessary registration certificate like AWO/TRUST/NGO/SOCIETY registration copy, AWBI registration copy, PF code number copy, ESI certificate copy,

Labour Licence copy, if applicable & any other if required for execution of such work as per government rules along with tender document.

48. Chief Executive Officer, DAMAN reserves the right to accept or reject any or all tenders without assigning any reason thereof. This Tender notice shall form a part of contract document. The Bidders are advised to read carefully the tender documents.
49. Each Bidder shall submit only one (1) Bid for work, in response to this tender. Any Bidder who submits more than one Bid for the work will be disqualified.
50. **At any time prior 72 hours** to the last date and time of submission of Bids DISTRICT PANCHAYAT may, for any reason, whether at its own initiative or in response to clarifications requested by any bidder, modify the tender by the issuance of Addenda. The Bidder shall not transfer the TENDER document to another interested party
51. **Earnest Money Deposit (EMD)**
 - 1 Each Bid shall be accompanied by EMD as per mentioned in tender notice
 - 2 The EMD shall be in the form of a crossed demand draft in favor of The Chief Executive Officer, DAMAN on any Nationalized/Schedule bank only, payable at DAMAN.
 - 3 The EMD shall be forfeited in the following cases:
 - (a) If the Bidder withdraws its Bid during the interval between the Bid Due Date and expiration of the Bid Validity Period.
 - (b) If the successful Bidder fails to provide the Security Deposit within the stipulated time or any extension thereof provided by DISTRICT PANCHAYAT;
52. **Evaluation**

As part of the evaluation, the Bids shall be checked for responsiveness with the requirements of the tender and only those Bids, which are found to be responsive, would be further evaluated in accordance with the criteria, set out in this tender.
53. DISTRICT PANCHAYAT reserves the right to reject any Bid, if:
 - (a) If the tender is incomplete; or
 - (b) At any time, a material misrepresentation is made or discovered; or
 - (c) The bidder does not respond promptly and diligently to requests for Supply information required for the evaluation of the Bid.
55. In case the Bid is found to be responsive, the Bid would be evaluated in accordance with the Qualification Criteria as set out in Tender Notice.
56. In case the Bid is found to be inadequate, DISTRICT PANCHAYAT may request the bidder for modifications to the Bid submitted. As part of the evaluation of the Bid, DISTRICT PANCHAYAT may also request the bidder to submit clarifications.
57. The Price Bid of only those Suppliers, who meet the Qualification Criteria, would be opened.
58. The Bidder offering the lowest quotation for the DOG STERILIZATION WORK IN DAMAN DISTRICT PANCHAYAT AREA would be declared as the preferred bidder for the same. However DISTRICT PANCHAYAT is not bound to accept the lowest or any tender which may receive against this tender.

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59. DISTRICT PANCHAYAT may either choose to accept the Price bid of the preferred bidder or invite him for negotiations.
60. In case there are two or more bidder quoting the same price, DISTRICT PANCHAYAT may in such case call all such bidder for negotiations and select the preferred bidder on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of DISTRICT PANCHAYAT.
61. In the event of acceptance of the Preferred Bidder with or without negotiations, DISTRICT PANCHAYAT shall declare the Preferred Bidder as the Successful Bidder. DISTRICT PANCHAYAT will notify the Successful Bidder through a Letter of Award (Preliminary work order) that its Bid has been accepted.
62. Notwithstanding anything contained in this tender, DISTRICT PANCHAYAT reserves the right to accept or reject any quotation, or to annul the bidding process or reject all quotations, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.
63. If any dispute arises about the contract or any terms of contract, Chief Executive Officer shall be the sole arbitration and his decision would be final and binding to all the parties.
64. The price escalation or variation clause will not be accepted. Bidder has to quote the total price, including of all expenses, taxes & duties etc. and for evaluation and finalization purpose, the total price will be taken in to consideration. All expenses are included in the indicated price.
65. Any company /subsidiary/associate/parent or any of their having same promoter are not eligible to participate who has been blacklisted by any of Govt. Department or any ULB's (Urban Local Bodies in India). If it comes to the notice of the DISTRICT PANCHAYAT authority at any point of time, during the tendering or execution stage of the work that the Bidder has been blacklisted by any Govt. organization (as mentioned above), then all the payments due to him shall be forfeited and firm will be blacklisted.
66. The bidder should provide accurate information on any litigation history or arbitration resulting from contracts completed or under execution by him over the last 10 years. This should also include such cases, which are in process/progress/running. A consistent history of awards against the bidder of any partner of a joint venture may result in failure of the bid. In case the bidder has not provided such information and has come into notice of the Authority, the tender will be rejected at whatsoever stage and in such cases all the losses that will arise out of this issue will be recovered from the tenderer/contractor and he will not have any defense for the same.
67. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency without writing permission of Chief Executive Officer, DISTRICT PANCHAYAT.
68. The approved supplier shall be deemed to have carefully examined the total work.
69. If the Corporation does not wants to work for any time beyond, work less than the prescribed time indicated in the tender form, the Bidder should not be entitled for any compensation. The indicated period can be increase/ decrease depending upon the DISTRICT PANCHAYAT requirement.

70. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the parties to the Chief Executive Officer, DISTRICT PANCHAYAT whose decision shall be final.
71. **Right to Owner to accept or Reject Tender:** The right to accept the tender will rest with the DISTRICT PANCHAYAT. The CEO, however, does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed condition is not fulfilled are liable to be rejected. In addition to the above, the tender will also be liable to be rejected outright if -
- i] The Bidder proposes any alterations in the works specified or in the time allowed for carrying out the work or target mentioned in tender or any condition or correction made in any specifications.
 - ii] Any of the page or pages of the tender is/are removed or replaced.
 - iii] All corrections, additions or pasted slips are not initialed by the Bidder.
72. **Starting of Work:** Bidder has to start work within 30 days from the date of receipt of DISTRICT PANCHAYAT order. Otherwise, afterward that period shall be calculated as working period.
73. **Payment Terms:** Payment shall be made after receipt of the bill; within 30 days, if possible.
74. **Inspection:** Any representative of DISTRICT PANCHAYAT deputed for inspection of work can inspect work at any time at any place and bidder has to positively give response for the same.
75. **Forfeiture of Security money:** Security amount in full or part may be forfeited in the following cases:
- a. When any terms and conditions of the contract is breached
 - b. When Bidder fails to do complete work.
- The decision of the Chief Executive Officer, DISTRICT PANCHAYAT in this regard shall be final
76. **Force Majeure:**
- a. Notwithstanding the provisions of tender, the Bidder shall not be liable for forfeiture of its security deposit, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
 - b. For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - c. If a Force Majeure situation arises, the Bidder shall promptly notify the client in writing of such conditions and the cause thereof. Unless otherwise directed by the client in writing, the Bidder shall continue to perform its obligations under

the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

77. **Relationship between parties:** Nothing contained herein shall be construed as establishing a relation of master and servants or of agent or principal between the client and the Bidders. The Bidders, subject to this agreement, have complete charge of Personnel performing the services and shall be fully responsible for the services performed by them on their behalf hereunder.
78. **Interpretations**
- a. The headings shall not limit, alter or affect the meaning of the agreement.
 - b. The singular includes the plural, the masculine includes the feminine, and vice-versa, where the context so requires.
 - c. If there is conflict between provisions of the Agreement, the last to be written chronologically shall prevail.
 - d. Any reference to day shall mean a reference to a calendar day.
79. **Extension Period of Validity/Reduce Target:** In exceptional circumstances, DISTRICT PANCHAYAT may solicit the Bidder's consent to an extension of the period of validity/reduce target. The request and the response thereto shall be made in writing. Extension of validity period/reduce target by the Bidder shall be unconditional. A Bidder granting the request will not be permitted to modify his bid.
80. All Annexure shall be duly filled and submitted during the physical submission.

Signature and seal of bidder


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CHAPTER - 6

Special Terms and Conditions of the contract

Name of Work: - "Dog Sterilization Work in DAMAN District Panchayat Area"

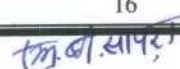
1. This work pertain to Sterilization of stray dogs of DAMAN District Panchayat Area, it includes Pickup the male/female stray dogs from the DAMAN District Panchayat limit, perform sterilization operation (overiohysteretomy/Castration), Vaccinate with anti-rabies vaccine, Kept under observation for at least 3 days or suggested by AWBI in kennel and release them back to their respective location.
2. Method of work – Traditional method of ABC (Catch-Sterilize-Vaccinate-Kept under observation for post-operative care-Release at the same location from where they picked up).
3. The dogs shall be captured by using humane methods such as prescribed under the provisions of Prevention of Cruelty (Capture of Animals) Rules.
4. Dog shall be sterilized / neutered by approved method.
5. Veterinarian performing sterilization operation shall have registration with veterinary council of India / State council.
6. Strict adherence to surgery protocol and maintenance of high level of asepsis and cleanliness must be followed as prescribed in SOP suggested by AWBI.
7. All the dogs brought for sterilization shall be vaccinated with Anti Rabies Vaccine manufactured by Indian Immunoligicals Ltd. or Virbac or Pfizer or Nobivac Company.
8. District Panchayat will provide Police or security protection in sensitive areas during dog catching.
9. Agency shall have to make arrangement for worker and doctors required for sterilization work.
10. Agency shall follow the Animal birth Control (dogs) rules, 2001 and subsequent amendment to it and the Supreme Court guidelines. Any breech in implementing this rules agency shall be liable for that.
11. Minimum 1500 Dogs shall be sterilized every Quarterly during first year and minimum 1200 Dogs shall be sterilized every Quarterly after first year.
12. In case of agency fails to perform stipulated number of dog sterilization operation, penalty of Rs.100/- per less dog operation will be charged and will be deducted from the bill.
13. Period of contract will be of 1 years. The Commissioner of District Panchayat reserves the right to extend period of contract up to 6 month, if required.
14. If any dog brought for ABC or post ABC needs treatment, it shall be given by agency at their cost.
15. District Panchayat shall provide place for clinic, Dog Kenal and facility for electric & water supply needed for dog sterilization work. Other all facilities i.e. Vehicles, Dog Catching equipments, Dog Sterilization Equipments, Instruments, Medicines, Requirements of Post-operative care of Kenal dog, Accommodation facility, employees etc. shall be of agency.

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16. District Panchayat officer will visit operation site and field work at any time and can inspect the work and records.
17. Daily work report shall be furnished to District Panchayat.
18. Agency has to start work within 30 days of work order issued.
19. All the expenditure pertaining to sterilization work shall be borne by agency.
20. District Panchayat will issue identity card to person working with sterilization project if required by the agency.
21. All the sterilized dogs shall be marked with 'V' notch on left ear for identification.
22. A records of dogs captured shall be maintained in register, mentioning therein the name of the area/locality, date and time of capture, names of persons in the dogs squad on that particular day, detail of vehicle and details about dogs captured such as number of male dogs, number of female dogs, number of puppies etc., date and number of dog sterilization, dogs kept in kennel under observation and date and time of release.
23. Agency shall have trained staff for sterilization work.
24. Daily supervision of this work by the agency or his authorized representative is necessary, so that any complain can be immediately solved.
25. The payment for this work shall be made after the submission of bill. The agency shall have to submit a certificate of "work has done in accordance with the terms & conditions of the contract" along with the Bill.
26. Bio-Medical waste shall be disposed off as per the prevailing rules and regulations.
27. Agency shall strictly follow and abide by all guidelines outlined in the "Standard Operating Procedures" for Sterilization of Stray Dogs under the Animal Birth Control Program, compiled by Animal Welfare Board of India.
28. Agency shall strictly follow dog sterilization work as per given by the DISTRICT PANCHAYAT officers.
29. Agency has to fill the public report for dog caught and release for Sterilization work and submitted to the DISTRICT PANCHAYAT
30. No sterilized dog/s shall be caught for Sterilization, if by chance any sterilized dog caught, it must be released at the site before loading into vehicle for transportation.
31. No payment shall be paid of Dog died during sterilization work; work includes still release of dogs.
32. If AWBI makes change in period of post operative care of dogs (Increase/Decrease days of post-operative care), it shall be applicable to agency and agency has to work accordingly. If, AWBI approves CNVR (Catch-Neuter-Vaccinate-Release of dogs on same day) method, agency has to work by CNVR method. Therefore, **Agency has also to mentioned cost of post-operative care of per dog per day.**
33. **Bidder will have to clearly mention dog sterilization operation cost including all expenses (it includes post-operative care for 3 days) in the financial bid only.**

Signature and seal of bidder


Veterinary Officer
District Panchayat, Daman
 डॉ. एम. बी. सापरा
 पशुचिकित्सा अधिकारी
 दमण



ANNEXURE-1

Details of the Bidder

- | | | |
|--------------------------------------|---|-------|
| 1. Full Name of the Bidder | : | _____ |
| 2. Office address of the Bidder | : | _____ |
| | | _____ |
| | | _____ |
| Phone Number | : | _____ |
| Mobile Number | : | _____ |
| 3. Residential address of the Bidder | : | _____ |
| | | _____ |
| | | _____ |
| Phone Number | : | _____ |
| Mobile Number | : | _____ |
| 4. Banking Details of the Bidder | : | _____ |
| Name of the Bank | : | _____ |
| Branch | : | _____ |
| Account No. | : | _____ |
| Current/Saving | : | _____ |
| 5. Sign and Stamp of the Bidder | : | _____ |

(The above details must be duly filled and submitted along with other documents at the time of physical submission)

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ANNEXURE-2

LIST of Manpower/Employees of Agency

Sr. No.	Designation	Number of Employee	Note

Signature and seal of bidder

ANNEXURE-3

LIST of Facility available with Agency

Sr. No.	Particulars	Number	Note
1	Dog Catching Vehicles		
2	Dog Catching Equipment/Net		
3	Surgical Sets of Dog Sterilization		
4	Instrument Sterilizers		
5	Refrigerators		
6	Electric Cauterization		
7	Feeding & Watering Bowl		
8	Weighing Machine		
9	Operation Table		
10	Dressing Table		
11	Others available facility		
	1.		
	2.		
	3.		
	4.		
	5.		

Note: Attach extra sheet, if required

Signature and seal of bidder

17/01/2021

ANNEXURE-4

Detail List of Similar Type of projects (having same scope) carried out by Bidder
(Use separate sheet if required)

Sr. No	Name of Work	Place & State	No. of Dogs Sterilized	No. of Dogs Vaccinated Under ARV project (Not in ABC project)	Time in Which Completed	Remarks
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Signature and seal of bidder