



Bhubaneswar Municipal Corporation

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No. 2556 / Date 15-01-26
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REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR OPERATION & MAINTENANCE OF MODERN ABATTOIR AT GADAKANA, BHUBANESWAR

Bhubaneswar Municipal Corporation (BMC) invites proposals from reputed Agencies Operation & Maintenance of Modern Abattoir at Gadakana, Bhubaneswar on as is where is basis. Interested agencies may participate for this tender and submit their proposal. The detailed Request for Proposal (RFP) document can be downloaded from BMC website: www.bmc.gov.in from **11.00 AM of 17.01.2026 to 04.00 PM of 02.02.2026**. The last date of receipt of technical and financial bids is **02.02.2026 till 4.00 PM** and the same would be opened on **02.02.2026 at 5.00 P.M.** The **Pre-bid meeting** is scheduled on **22.01.2026 at 04.00 P.M.** in the Conference Hall at BMC Office. Further details can be seen from the BMC Website. Any addendum/corrigendum/cancellation of tender can also be seen in the said website.

BMC reserves the right to cancel this invitation and / or invite fresh Bid / RFP with or without amendments to this invitation, without liability or any obligation for such invitation and without assigning any reason. BMC reserves the right to accept or reject any or all proposals without assigning any reason whatsoever.

Deputy Commissioner (Market*)
Bhubaneswar Municipal Corporation

Memo No. 2557 / BMC, Dt. 15-01-26

Copy forwarded to the Director, Information & Public Relation Deptt. Odisha, Bhubaneswar/Deputy Commissioner (PR & Communication), BMC with a request to get it published in One English Newspaper in addition to One leading Oriya Daily Newspapers on or before **17.01.2026** for wide circulation at the approved rates. The enclosed complimentary copy of the Newspapers connecting to the tender Call Notice may be sent to this office for reference & record.

Deputy Commissioner (Market*)
Bhubaneswar Municipal Corporation

Memo No. / 2558 BMC, Dt. 15-01-26

Copy forwarded to PA to Hon'ble Mayor, BMC/ PA to Commissioner, BMC/ CA to Additional Commissioner-I, / Chief Finance Officer, BMC/ City Engineer, BMC for kind information of Hon'ble Mayor, Commissioner, ADC-I, City Engineer and CFO, BMC.

Deputy Commissioner (Market*)
Bhubaneswar Municipal Corporation

Memo No. 2559 / BMC, Dt. 15-01-26

Copy to Notice Board of BMC/ ITPMU, BMC/ ZDC (North Zone)/ E.E-I, BMC/ Dairy Section, BMC, for information and necessary action.

ITPMU, BMC is requested upload it in BMC website on 17-01-2026.

Deputy Commissioner (Market*)
Bhubaneswar Municipal Corporation



Bid Identification No. 2556/ BMC/ 2025-26

Date: 15.01.2026

**Request for Proposal
for
Selection of an Agency for Operation & Maintenance of
Modern Abattoir at Gadakana in Bhubaneswar, Odisha**

BHUBANESWAR MUNICIPAL CORPORATION

ICOMC Tower, Unit-IX
Janpath, Bhubaneswar

Website- bmc.gov.in

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of Bhubaneswar Municipal Corporation (BMC) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not an Agreement and is not an offer or invitation to any other party. The purpose of this RFP document is to provide the Bidders with information to assist the formulation of their Proposal submission. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons and it is not possible for BMC and their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed Project than others. Each recipient must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may appear in this RFP and is advised to carry out its own investigation into the proposed project, the legislative and regulatory regimes which applies thereto and by and all matters pertinent to the proposed project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

BMC and their employees and advisors make no representation or warranty and shall incur no liability under the Law of Contract, Tort, the Principles of Restitution or unjust enrichment or otherwise for any loss, expense or damage, accuracy, reliability or completeness of the RFP document, which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Project, the information and any other information supplied by or on behalf of BMC or their employees, any consultants or otherwise arising in any way from the selection process for the Project.

BMC may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information in this RFP document. The information that BMC is able to furnish is limited to this RFP and the information available at the contact addresses given in para 1.7, along with any amendments/ clarifications thereon.

This RFP and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the project in accordance with RFP the information contained in the RFP shall not be divulged to any other party. The information contained in the RFP must be kept confidential.

Mere submission of a responsive Bid/ Proposal does not ensure selection of the bidder as Licensee.

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SCHEDULE OF BIDDING PROCESS

Bhubaneswar Municipal Corporation (BMC) invites technical and financial proposals from prospective bidders for **Operation & Maintenance of Modern Abattoir at Gadakana in Bhubaneswar, Odisha** in accordance with the conditions and manner prescribed in the RFP document.

Prospective bidders are advised to study the RFP document, available at www.bmc.gov.in, carefully before submitting their proposals in response to the RFP. Submission of proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document.

Important Dates and Information:

Sl. No	Information	Details
1.	Date of Issue of RFP Document	17/01/2026 at 11 AM
2.	Last date for submission of written queries for clarification	21/01/2026 before 05.00 PM at email id: dc-fcs@bmc.gov.in
3.	Pre-Bid Meeting	The pre-bid meeting shall be held on 22/01/2026 at 04.00 PM at 4 th Floor, Conference Hall, Bhubaneswar Municipal Corporation (BMC), ICOMC Tower, Unit-9, Janpath, Bhubaneswar-751022, Odisha
4.	Last date of submission	02/02/2026 by 04.00 PM
5.	Bid Security / EMD	Rs. 1,00,000/-
6.	Tender Cost (Non-refundable)	Rs. 11,800/-
7.	Technical Bid Opening	02/02/2026 at 05.00 PM
8.	Financial Bid Opening	To be intimated.

INVITATION FOR PROPOSAL

1. INTRODUCTION

- 1.1. Bhubaneswar Municipal Corporation intends to select a reputed firm with experience of operating and handling a Private / Public / Government Modern Abattoirs or Slaughtering Units for Operation & Maintenance of Modern Abattoir at Gadakana, Bhubaneswar through open competitive bidding process.
- 1.2. This Request for Proposal (RFP) is issued for selection of suitable agency for **“Operation & Maintenance of Modern Abattoirs at Gadakana, Bhubaneswar on as is where is basis”** called the **“Project”** in the State of Odisha for a predetermined Contract Period.
- 1.3. The project would be undertaken on ‘as is where is basis’ for a Contract Period of 5 years.
- 1.4. An Agreement will be drawn up amongst Bhubaneswar Municipal Corporation (BMC) and the Successful Bidder on **“As is Where is Basis”** (“the O&M Contract”). Revenues from the “Project” will accrue to the Successful Bidder undertaking the Project (“the Agency”) during the O&M Period.
- 1.5. Selection will be done on the basis of 2-stage process. In the 1st stage, Preliminary evaluation of the proposals will be done to determine whether the requisite documents / information have been properly furnished by the bidder or not (as per Clause 1 of ITB). The technical proposal is required to be submitted in hard bound/ Spiral form exactly as per submission made with all pages numbered serially along with an index of submission. (Hard bound implies binding between two cover through stitching or otherwise where by it may not be possible to replace any paper without disturbing the documents) loose form, etc. will not be accepted. **Only proposals received through courier, registered post, or speed post will be considered for opening. No by hand delivery allowed.** The Bids which meets all the compliances will only be considered as responsive. In the 2nd stage, Financial Proposals of those Agencies whose bids are found responsive will be opened. Interested consulting firms are requested to submit the documents in separate sealed covers: 1. General Eligibility and Compliances & 2. Financial Proposal. Proposals shall finally be ranked according to their financial quote. The award of work shall be done on QCBS basis (Quality cum Cost Based Selection approach) among the qualifying Agencies.
- 1.6. The RFP document contains information about the Project, bidding process, proposal submission, qualification and financial proposal requirements.
- 1.7. The RFP submissions must be received no later than 1600 hrs on 02/02/2026 in the manner specified in the RFP document at the address given below and BMC shall not be responsible for any delay in receiving the proposal and reserves the right to reject any or all Proposals without assigning any reason thereof.

Deputy Commissioner - Markets,

Bhubaneswar Municipal Corporation (BMC),
ICOMC Tower, Unit-9, Janpath,
Bhubaneswar- 751022, Odisha

- 1.8. The proposal, complete in all respects as specified in this RFP document, must be accompanied by a non-refundable tender fee of Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only, inclusive of GST) payable in the form of a Demand Draft drawn in favor of “Commissioner, Bhubaneswar Municipal Corporation”, payable at Bhubaneswar, and a Bid Security / Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One Lakh only) payable in the form of a Bank

Guarantee or Demand Draft in favor of “Commissioner, Bhubaneswar Municipal Corporation”, payable at Bhubaneswar. Proposals not accompanied by the required tender fee and EMD shall be summarily rejected

- 1.9. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Authority’s knowledge, the Authority holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The Authority reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

2. PROJECT DETAILS

2.1 Background

- 2.1.1 Odisha has a huge demand in non-vegetarian food products especially mutton. However, the practice of slaughtering of goats is still very primitive and unhygienic. BMC aims to operate slaughtering activities through mechanised system in a hygiene environment.
- 2.1.2 Bhubaneswar Municipal Corporation (BMC), being a nodal agency engaged in various infrastructure project and principal service provider under its municipal jurisdiction, has established a Modern Slaughterhouse at the site of Gadakana, Bhubaneswar which include Mechanised Modern Slaughtering System, Rendering Plant for processing of slaughter house waste, Cold Storage, Effluent Treatment Plant and a Lairage Area.
- 2.1.3 The construction of the Abattoir has been completed and BMC is in the process of appointing O&M Operator.

2.2 Site Details

- 2.2.1 The Plant is located on a plot of area 0.4 acres located in Gadakana locality of Bhubaneswar. The Coordinate of the site is 20°19'53.83"N, 85°49'44.01"E.
- 2.2.2 The site can be approached from Damana Square (on the Nandan Kanan Road) which is approximately 800m from the site. The site can also be approached from Mancheswar Station Road which is approximately 1.2 kms from the site.



2.3 Project Component

The components of the project include:

- (a) Slaughter-House Building (G+1 RCC Building) with Slaughter Line of capacity 50 small animals per shift). The Plinth Area of the structure is approximately 200 sqm.
- (b) Rendering Plant (G+1 RCC Building) with capacity to process 1 Ton of Slaughter-House waste per hour. The Plinth Area of the structure is approximately 150 sqm.
- (c) Lairage Shed (Area: 100 sqm approx.)
- (d) Effluent Treatment Plant (Activated Sludge Process of capacity 10 KLD) which includes equalization tank, physical and chemical treatment processes.
- (e) Administrative Building (G+2 RCC Building) with plinth area approximately 110 sqm

2.3.1 Details of Plant & Equipment

- (a) Slaughter House Line of 50 goats per shift

S No.	Items	Qty	Unit	Make
a.	Railing			Fabricated
(i)	Railing for driving the animal up to stunning box	1	Set	
b.	Stunning Area			
i.	Stunning Box	1	No	
ii.	Electrical Stunner	2	Nos.	
iii.	Hoist	1	No	
iv.	Elevator Arm	1	Set	
c.	Bleeding Area			
i.	Bleeding Track	6	Mtrs.	
ii.	Blood Catchment Trough	1	No	
d.	Dressing Area			Fabricated
i.	Dressing Track	10	Mtrs.	
ii.	De skinning machine	1	No	
iii.	Green Offal Tray upto Offal Room	1	No	
iv.	Carcass wash screen (SS)	1	No	
v.	Wash hand basin & Knife sterilizer with soap dispenser	3	Nos.	
vi.	M.S. Stand (Stunning & Dressing)	2	Nos.	
vii.	Knife sharpener	1	No	
viii.	Jet Wash System for cleaning Carcass	1	No	
ix.	Pressurised washing facilities with hot & cold water installed at one location in the hall	1	No	
x.	SS tank with secondary perforated floor and two nos. of tap for white offal	1	No	

xi.	SS Packing Table	1	No	
e.	Dispatch Area			
i.	Dispatch Rail	12	Mtrs.	
ii.	Digital Weighing Scale	1	No	
g.	Steel Structure			
i.	Refrigerated Van	1	No	Tata Youdha

(b) Rendering Plant (1 ton/ Hr)

S.No.	Items	QTY	Unit	Make
A	Pre-breaker (for cutting whole chicken /condemn carcass in small pieces) (capable to cutdown the carcass to max. Size of 50 mm atleast from one side)	1	No.	Fabricated
B	Screw conveyor room pre-breaker to cooker	1	No.	
C	Cooker (cap:1000 ltrs.)	1	No.	
D	Percolating Tank	1	No.	
E	Oil centrifuge	1	No.	
F	Cooling Platform	1	No.	
G	Screw conveyor from platform to hammer mill	1	No.	
H	Hammer mill unit (capacity 600 kg / hr)	1	No.	
I	Shell & tube condenser capacity 500 M3 / Hr.	1	No.	
J	Cooling Tower	1	No.	
K	Fat Transfer Tank Cum Cooking Tank with Gear Pump	1	No.	
L	Fat Settling tank (capable of holding 600 ltrs.)	1	No.	
M	Electric control panel	1	No.	
N	Steam Generator (Boiler) (LDO/HSD/AGRO WASTE FIRED) (capacity 600 kg / hr)	1	No.	Thermax
O	Inspection platform	1	No.	Fabricated
P	Chain Hoist(1 Ton) 1 No.	1	No.	
S	Set of knives	1	No.	Local

(c) Effluent Treatment Plant of 10 KLD capacity using Activated Sludge Process

(d) The lay-out Plan of the Plot, Slaughter House and Administrative Block is given in the Annexure-II, III & IV.

2.3.2 Handover the Project Site / Facility

At the end of the Contract Period by efflux of time or premature termination for any reason whatsoever, all rights given under the Agreement shall cease to have effect and the Project Site and the entire facility being fully functional and operational thereof shall transfer back to

BMC at zero cost. All movable & immovable assets attached to the Abattoir shall revert to BMC without any obligation on BMC to pay or adjust any consideration or other payment to the Agency.

2.3.3 It should be clearly understood that at the end of the Contract Period, BMC can decide to run the property on its own, or re-tender to a third party or manage it in some other manner which BMC may deem fit.

2.3.4 BMC proposes to invite private party to operate the above facilities and run the same on as a commercial venture. The Operator shall possess adequate experience and resources for carrying out the Operations & Maintenance.

2.4 Bidding Parameter

2.4.1 The Contract Fee would be the monthly amount quoted by the Bidder (bid variable) in the Financial Proposal

- a) The Bidder quoting the highest **Monthly Contract Fee** will be declared as a successful bidder and will be invited to sign the agreement.
- b) The Contract Fee shall be increased every year at the rate of 5% and accordingly, the monthly fee will be increased by five percent at the start of second, third, fourth and fifth year.
- c) **Moratorium Period:** To make the project sustainable initially, BMC will waive the Monthly Fee initially for the six (06) months from the date of COD (Commercial Operation Date). During this trial period, the progress of the project will be reviewed by BMC time to time.
- d) **From the seventh month onwards, the successful bidder will start paying the Monthly Contract Fee as quoted in the Financial Bid to BMC.**
- e) The Monthly Contract Fee shall be due on the date of 'Commercial Operation Date' ("COD"), the Lessee shall deposit the Monthly Contract Fee on the same date every month from sixth month onwards. Such an arrangement would be valid for entire Contract Period.
- f) The Bidders are advised to make an understanding of the project and calculate the difference between their expected benefit and expected cost for the tenure of the project before quoting the monthly fee in financial bid.

2.4.2 The operation cost including the energy charges of the project has to be borne by the successful bidder. Operating and Maintenance shall include the cost of operation including manpower expenditure, daily maintenance, repairing spare parts, consumables and other expenses to be borne by successful bidder implementing the project including the marketing expenses to fulfil the service level standards under the scope of work of this RFP.

2.4.3 Any excise duty, trade/sales tax, slaughtering fees or any other taxes or charges applicable in India and Odisha and all such taxes and charges which may be levied in future by the State or Central Govt. on the raw materials, product and by products of the modern slaughterhouse complex, during the period of license, shall be borne entirely by the licensee. BMC will not spend any amount whatsoever either towards building, plant and machinery etc. after taking over possession by the licensee.

2.5 Payment / Penalty

The Monthly Contract Fee shall be payable by the Bidder to BMC every month at the BMC's bank account at a scheduled bank (to be intimated later) payable at Bhubaneswar.

In the event of delay, the Bidder shall pay to BMC the damages equivalent to an amount calculated at the rate of 0.1% (Zero point one per cent) of the Operation & Maintenance Performance Security for each day's delay until the payment of Monthly Fee, subject to a maximum of 20% (twenty percent) of the Operation & Maintenance Performance Security. In the case the delayed amount exceeds beyond that of 20%, it shall be considered as the Event of Default which may lead to termination of agreement.

2.6 Contract Period

The project would be awarded for a "Contract Period" of **3 (three) years**. However, this period ("Contract Period") can be renewed and extended further on mutually agreed terms and conditions as decided by BMC.

2.7 Scope of the Project

The scope of the project would include the operation and maintenance of the Abattoir, collection of Slaughter charges, mobilization of resources, maintain sanitary and hygiene requirements and many more which are discussed in detail as follows:

I. Operating Hours

- (a) The Modern Slaughter House shall be operated in three shifts of 8 hours each in a day. Two shifts in a day shall be reserved for service to local butchers/meat vendors or any other Person who would like to avail the services of the Modern Slaughter House.
- (b) The Licensee is permitted to use one shift for meat processing or other related commercial activities for its own business.

II. Levy of Slaughtering Charges

- (a) The Licensee shall provide the services for the local slaughtering needs of Bhubaneswar City and for this the Licensee shall collect the slaughtering charges, from the meat vendors registered/licensed by the Licensor, who bring in their animals for slaughtering.
- (b) The Licensee shall coordinate with the Meat Vendor's Association and the local meat vendors of the nearby locality especially Ward no. 09, 11 & 12 for processing their meat in the abattoir facility. The aim should be to curb the open slaughtering in the said wards and the zone.
- (c) Slaughtering charges shall be publicised and displayed in front of the abattoir facility at the starting of each month.

III. Operations and Maintenance of the Plant

- (a) The Licensee shall ensure proper handling of all the equipment of the plant/buildings. However, in case of any damage to any component of the plant/building occurs the same shall be brought to the notice of the Licensor within 24 hours in writing and same shall be repaired or replaced with original spares in the presence of the authorized representative of the Licensor.

- (b) The Licensee shall not amend or alter physical status of any component/item/machinery of the plant/building. In case of any such requirement he shall approach the Licensor for the same.
- (c) All the permissions/licenses necessary for the operation of this plant shall be obtained by the Licensee from time to time.
- (d) The Licensee shall have Good slaughterhouse industry practice, and also be responsible for applicable laws and applicable permits and manufacturer's guidelines and instructions with respect to a semi-automatic slaughterhouse.
- (e) The Licensee shall further:
 - i. ensure smooth and uninterrupted slaughtering of Animals during normal operating conditions;
 - ii. minimizing disruption to slaughtering activity in the event of failure of any part of the Project Facility or other incidents affecting the safety and use of the Project Facility by providing a rapid and effective response and for this purpose maintaining liaison with emergency services;
 - iii. undertaking routine maintenance of the Modern Slaughter-House and/or any part thereof including prompt repairs of potholes, cracks, concrete joints, drains, lighting and power back-ups, maintenance of vehicles for transport of Animals (both live and slaughtered);
 - iv. undertaking maintenance works in accordance with Maintenance Manual and the Maintenance Programme;
 - v. preventing with the assistance of concerned law enforcement agencies where necessary, any unauthorized use of the Project Facility;
 - vi. preventing with the assistance of the concerned law enforcement agencies where necessary, any encroachments on the Project Site and preserving the right of way of the Project.
 - vii. adherence to the safety standards as applicable for the Project.

IV. Mobilisation of Resources

- (a) The Licensee shall be required to provide all the staff-labour, butchers, operators, supervisors, mechanics and electricians and such other staff and all other clerical, administrative, managerial staff as also the security personnel for the operations, maintenance and management of the Modern Slaughter House including the Project Facility.
- (b) The Licensee shall mobilise such resources as required with 30 days from the signing of this Agreement.

V. Sanitary & Hygiene Requirements

- (a) The Licensee shall be responsible for disposing off all the waste generated during the process in a scientific manner at the place predetermined by the Licensor at the Licensee's cost.

- (b) The Licensee at all times during the Project Period maintain the overall hygiene of the plant and its environs as per the Applicable Laws including but not limiting to Food Safety and Standards (Licensing and Registration of Food Businesses) Regulation, 2011.

VI. Maintenance Manual

The Licensee shall in consultation with the Licensor evolve a manual for regular and preventive maintenance (the “**Maintenance Manual**”) and shall ensure and procure at all times during the Project Period, the Project Facility is maintained in a manner that complies with the statutory requirements and Good Industry Practice. The Licensee shall supply, within 30 days from the date of signing of this Agreement, 4 copies of the Maintenance Manual to the Licensor.

VII. Maintenance Programme

- (a) Not later than thirty (30) days before the beginning of each Accounting Year, the Licensee shall provide to the Independent Engineer, its proposed programme of preventive and other scheduled maintenance of the Project Facility at all times in conformity with the statutory requirements and Good Industry Practice (the “**Maintenance Programme**”). Such Maintenance Programme shall include but not limited to the following:
 - a. intervals and procedures for the carrying out of inspection of all elements of the project;
 - b. criteria to be adopted for deciding maintenance needs;
 - c. preventive maintenance schedule;
 - d. intervals at which the Licensee shall carry out periodic maintenance; and
 - e. intervals for major maintenance and the scope thereof;
- (b) Maintenance shall include replacement of equipment and consumables, and also horticultural maintenance and repairs to equipment, pavements, buildings, structures and other civil works which are part of the Project Facility / Project Asset.
- (c) The Licensee shall keep the Project Facility in a clean, tidy and orderly condition free of litter, waste material (whether solid or liquid) and debris.
- (d) The Licensee shall be responsible for the maintenance of the internal approach roads to the various buildings and/or structures of the Modern Slaughter House within the Project Site in accordance with Good Industry Practice.

VIII. Machine Breakdown and Accident

- (a) In the case of unsafe conditions, machine breakdowns and accidents, the Licensee shall follow the relevant operating procedures. Such procedures shall be in accordance with Applicable Laws, Applicable Permits and the provision of this Agreement.
- (b) The Licensee shall ensure that any defect or disorder in Project Facility is remedied without delay.

IX. Emergency De-commissioning

- (a) If, in the reasonable opinion of the Licensee there exists an Emergency which warrants decommissioning and closure of whole or any part of the Project Facility, the Licensee shall be entitled to de-commission and close the whole or the relevant part of the Project for so

long as such Emergency and the consequences thereof warrant. Provided, however, that such decommissioning will be notified to the Licensor promptly.

- (b) The Licensee shall re-commission the Project Facility or the affected part thereof as quickly as practicable after the Emergency leading to its decommissioning and closure has ceased to exist.
- (c) The Licensee shall not close any part of the Project Facility for undertaking maintenance or repair works except with the prior written approval of the Licensor through a written request to be made at least 7 (seven) days before the proposed closure of part and shall be accompanied with particulars indicating the nature and extent of repair works and the arrangement made for safe slaughtering of the Animals, the section required to be closed and the period of closure. The Licensee shall also furnish particulars indicating the minimum time period for completing such repair works. Within 5 (five) days of receiving such request, the Licensor shall grant permission with such modification as he may deem necessary. Upon receiving such permission, the Licensee shall be entitled to close the part in accordance with such permission and re-open it within the period stipulated in such permission.
- (d) Save and except as otherwise expressly provided in this Agreement, if the Project Assets/Project Facility or any part thereof shall suffer any loss or damage during the Project Period, from any cause whatsoever, the Licensee shall, at his own cost and expense rectify and remedy such loss or damage in a manner so as to make the Modern Slaughter House conform with respect to, quality and performance as prescribed by this Agreement and/or under Applicable Law and the Applicable Permits.
- (e) In the event the Licensee does not maintain and/or repair the Project Facility or part thereof up to and in accordance with the statutory requirements and Good Industry Practice and/or in accordance with the Maintenance Programme or the Maintenance Manual or the O&M Inspection Report, as the case may be, and shall have failed to commence remedial works within (30) thirty days of notice of notice in this behalf from the Licensor, the Licensor shall without prejudice to its rights/remedies under this Agreement, including Termination, be entitled to undertake to cause the repair and maintenance of the Project Facility at the risk and cost of the Licensee. The Licensee shall, reimburse to the Licensor within seven days of demand the costs and expenses incurred for undertaking such repairs and maintenance.
- (f) If the Licensee commences any works for curing any defects or deficiencies in the Project Facility, it shall complete such works expeditiously in accordance with Good Industry Practice.
- (g) The Licensee shall not be considered in breach of its obligations under this Agreement if any part of the Project Facility is not available for slaughtering activity on account of any of the following for the duration thereof:
 - i. Force Majeure Event;
 - ii. Measures taken to ensure the safe use of the Project except when unsafe conditions of the Project Facility occurred because of failure of the Licensee to perform its obligations under this Agreement; or
 - iii. Compliance with a request from Licensor or the directions of any Government Agency the effect of which is to close all or any part of the Project;

Notwithstanding the above, the Licensee shall keep all unaffected parts of the Project open for slaughtering and use provided they can be safely operated and kept open for slaughtering.

X. Monitoring and Supervision during Operations

- (a) The Licensee shall undertake periodic inspection of the Project Facility in accordance with the Maintenance Manual, the Maintenance Programme and this Agreement and shall submit reports of such inspection ("Maintenance Reports") to the Licensor.
- (b) The Licensor shall undertake periodic (at least once every calendar quarter) inspection of the Project Facility jointly with the Licensee to determine the condition of the Project Facility including its compliance or otherwise with the Maintenance Manual, the Maintenance Programme and this Agreement and make out a report of such inspection (the "O&M Inspection Report") and forward it to the Licensee. The O&M Inspection Report shall be set forth defects and deficiencies, if any, and may also require the Licensee to undertake such tests as may be specified by the Licensor for the purpose of determining that the Project Facility is at all times in conformity with the statutory requirements and Good Industry Practice. The Licensee shall within 30 (thirty) days of the receipt of the O&M Inspection Report from the Licensor remedy the defects and deficiencies and undertake such tests, if any, set forth therein, without any delay and furnish compliance thereto and/or results thereof to the Licensor along with a report ("O&M Inspection Compliance Report") specifying reasonable detail the measures, if any, that have been undertaken for curing the defects or deficiencies indicated in such results. Such inspection or submission of O&M Inspection Compliance Report by the Licensee shall not relieve or absolve the Licensee of its obligations and liabilities hereunder in any manner whatsoever. Where the remedying of such defects or deficiencies and/or undertaking such tests is likely to take more than 30 (thirty) days in accordance with Good Industry Practice, the Licensee shall undertake the works in accordance with such practice and submit progress reports of such works every fortnight and finally the O&M Inspection Compliance Report.

XI. Penalties and SLAs

PENALTIES ON ACCOUNT OF DELAYS IN EXECUTION, VIOLATIONS, MALFUNCTION AND OTHERS

Sl. No.	Particulars	Penalty
1.	Delay in commencement of the project after completion of moratorium period.	Rs. 5,000/- per day
2.	Violation of applicable rules or other environmental norms notified by competent authorities	Rs.5,000/- per incident
3.	Malfunction/ technical problems in the abattoir system is not rectified within 48 hrs	Rs. 2,000 per day starting after 48 hrs of permissible repairing time.
4.	Plant closure longer than a continuous period of 3 days	Rs. 2,000 for every day of plant closure.
5.	If observed that the site is unclean and not maintained as per the hygiene standards	Rs. 2,000 per such incidence
6.	Loss or theft of the plant and equipment as installed and handed over by BMC to the Agency.	Any missing part due to mishandling and theft shall be reinstated by the Agency at its own cost within 48 hrs. Agency shall provide adequate security to protect the entire facility along with the plant and equipment.
7.	Safety/Remedial measures not taken as per guidelines issued by Central Pollution Control Board from time to time and the manual on Solid Waste Management updated from time to time	Rs.5000 per fault per Incident

2.8 Force Majeure

2.8.1 Force Majeure Event

A Force Majeure Event shall mean occurrence in India of any or all of events which prevent the Party claiming Force Majeure (the "Affected Party") from performing its obligations under this Agreement and which act or event (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, and (iii) has a Material Adverse Effect on the Project.

2.8.2 Allocation of cost during subsistence of Force Majeure

During a Force Majeure Event, the Parties shall bear their respective costs and neither Party shall be required to pay to the other Party any cost arising out of any such Force Majeure Event.

2.8.3 Termination

If a Force Majeure Event continues or is in the reasonable judgement of the Parties is likely to continue beyond a period of 180 days, the Parties may mutually decide to terminate this contract or continue this contract on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 180 days, be entitled to terminate this contract by issuing Termination Notice.

2.9 Event of Default and Termination

2.9.1 Event of Default

Event of Default means the Licensee Event of Default. Any of the following events shall constitute an event of default by the Licensee (“**Licensee Event of Default**”) unless such event has occurred as a result of Force Majeure Event;

- (a) The Licensee creates any Encumbrance on the Project Site/Project Facility in favour of any Person.
- (b) The transfer, pursuant to law of either (i) the rights and/or obligations of the Licensee under any of the Project Agreements, or (ii) all or material part of the Licensee except where such transfer in the reasonable opinion of Licensor does not affect the ability of the Licensee to perform, and the Licensee has the financial and technical capability to perform, its material obligations under this contract.
- (c) The Licensee suspends or abandons the Project without the prior consent of the Licensor, provided that the Licensee shall be deemed not to have suspended/abandoned the Project if such suspension/abandonment was (i) as result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligation under this contract by Licensor.
- (d) The Licensee has delayed any payment that has fallen under this Agreement and if such delay exceeds the limit as mentioned in Clause 2.5 of this RFP.
- (e) The Licensee is otherwise in Material Breach of this Contract.
- (f) Performance Security is not furnished within the same period in accordance with Clause 3.4.2 of this RFP.

3. Instructions To Bidders

3.1 General Eligibility Criteria

This invitation of Bid is open to all the interested and prospective Bidders However, no consortium or Joint Venture will be allowed or accepted in this RFP.

3.2 Bid Evaluation Criteria

The evaluation of the Bids would be based on the technical and financial parameters. The bid evaluation process would be completed in two stages:

Stage 1 – Opening of Technical Bids

Stage 2 – Opening of Financial Bids

The selection of Agency/ Firm will be based on the evaluation on the parameter mentioned under the following evaluation criteria.

3.3 Minimum Technical Criteria

- (a) Each intending bidder should be a validly registered Partnership Firm or Individual Proprietorship Firm or Agency/Govt./Semi Govt./Society/Association/Public or Private Entrepreneur or Enterprise or Undertaking having eligibility to participate in this RFP.
- (b) Experience in development / Construction/ more than one year of operation of at least 01 (One) Modern Abattoir or Meat processing Unit in last five years. Experience of Operating and Handling Private/Public/Government Slaughter Houses / processing plant for meat and meat products / processing plant for meat and fish products preferred.
- (c) Annual financial turnover in any one year during last 5 financial years (ending 31st March of 2025) not less than Rs.50 lakhs.

Note:

1. Required experience certificate(s) should be submitted duly signed by the Client.
2. Copies of audited balance sheets and statement(s) featuring turnover during the aforesaid periods should be submitted duly certified by the bidder and the registered Chartered Accountant concerned.
3. The RFP should be accompanied certificate and evidence of experience like Client's Certificates etc. along with the existing organization details including Certificate of Incorporation.
4. Each Proposal (as per RFP Part-I) must be accompanied with legible self-signed copies of valid Agency Registration Certificate EPF Registration, GSTIN, PAN CARD, documents in support of the eligibility criteria defined above.

3.3.1 Conflict of Interest:

1. A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder may be considered to have a conflict of interest that affects the Bidding Process, if the relationship between two Bidders is established through common holding, either directly or through Associates, of at least 25% holding of equity/profit sharing in another company/firm, or in each other.

2. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for Company, Partnership Firm, and Proprietorship firm is defined as follows.
 - a. the Bidder (including its Member or Associate or any share holder thereof of Bidder and/or its Associates) possessing over 25% of the paid up and subscribed capital in its own company, Member or Associate as the case may be, also holds:
 - more than 25% of the paid up and subscribed equity capital in the other Bidder, its Member or Associate of such other Bidder, its Member or Associates is Company; and/or
 - more than 25% of profit sharing in other Bidder, its Member or Associates such other Bidder, its Member or Associates is a Partnership firm. and/or Other Bidder, its Member or Associates which is a Proprietorship Firm.
3. Bidder(s), which are a subsidiary and who have used the Net Worth/ Annual Turnover and / or Technical Support/ Expertise of their Holding / Parent Company to satisfy the minimum Threshold Technical Criteria as mentioned in this RFP, shall, at the time of submission of their bid / Proposal, be required to furnish a Letter of from their Holding / Parent Company (including an irrevocable Board Resolution from such Holding/ Parent Company) pledging their Financial strength and Technical support and their expertise in favor of the said Bidder / Subsidiary towards the development, implementation, operation & maintenance of the Project, apart from authorizing the said Bidder / Subsidiary to take part in the Bidding Process. Such support from the Holding / parent towards its Subsidiary shall remain valid at all times during the concurrency of the License Agreement, and even after its termination for any of the acts and liabilities of its Subsidiary prior to termination. In case the said Bidder / Subsidiary is part of SPC, the liability of such Holding / parent shall be in proportion to its Subsidiary's holding in the SPC. Failure to furnish such irrevocable Letter of Guarantee (accompanied by a Board Resolution) from the Holding / Parent Company by the Bidder / Subsidiary along with their bid / Proposal may entail automatic disqualification of their proposals by BMC.

3.4 Fee and Deposits to Be Paid by The Bidder

3.4.1 Bid Security

- (i) The bid shall be accompanied by a Bid Security for a value of **Rs. 1 lakh** (Rupees One Lakhs only) in the form of Bank Guarantee (in the format mentioned in Appendix- VIII)/ Demand Draft issued by a Scheduled Bank in favor of "Commissioner, Bhubaneswar Municipal Corporation" payable at Bhubaneswar.
- (ii) The Bid Security Bank Guarantee shall be valid for a minimum period of 180 days from the Proposal Due date. On request from BMC, the Bidders would be required to extend the validity of the Bid Security on the same terms and conditions.

- (iii) The Bid Security of the successful Bidder will be returned on receipt of Performance Security from the successful Bidder.
- (iv) Any Bid submitted without the Bid Security in the form as specified in the RFP document shall be summarily rejected.
- (v) The Bid Security of Bidders whose Proposal is rejected on account of being Non-Responsive or Non-Reasonable in accordance with the RFP, will be returned/refunded within a period of sixty (60) days from the date of intimating the rejection of the Proposal by BMC to the Bidder. The Bid Security shall be forfeited by BMC, in the following cases:
 - a. If the Bidder withdraws his Bid after Technical Proposal opening and during the bid validity period.
 - b. In case of a successful Bidder, if the Bidder fails within the specified time limit, to sign the License Agreement.
 - c. In case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security or fails to start the work within stipulated period.
- (vi) The 'Bid Security' of the other Bidders would be returned within 60 (Sixty) day of opening of Financial Bids.
- (vii) The Bid Security of the Successful Bidder will be retained till the Performance Security is provided by him and shall be forfeited if he fails to deposit the requisite Performance Security within the stipulated time and / or fails to start work within the stipulated period.

3.4.2 Performance Security

The Successful Bidder, for due and faithful performance of its obligations under the License Agreement, shall be required to provide to BMC within 3 weeks of receipt of the Letter of Award (LOA) from the BMC. The Successful Bidder shall, at the time of signing License Agreement, submit the Performance Security in form of the Bank Guarantee equivalent to Rs. 10,00,000/- (Rupee Ten Lakhs) payable to BMC in favour of "Commissioner, Bhubaneswar Municipal Corporation".

3.5 One Bid per Bidder

Each bidder shall submit only one bid for the Project. Violation of this shall lead to disqualification of the bidder.

3.6 Proposal Preparation and Cost

All Bidders are required to submit a detailed proposal (herein-after referred to as the Proposal or Bid) in accordance with the guidelines set forth in this RFP. Bidders should provide information sought herein in the prescribed formats to accurately establish and interpret the information provided. The cost of preparation of Proposal and related expenses shall be borne by the Bidders themselves

3.7 Due Diligence, Inspection and Investigation

The Bidders shall be deemed to have conducted a due diligence exercise with respect to all aspects of the Project, including a detailed survey of the site and information/ data provided by BMC in the RFP Document, when they submit the Proposal. Interested Bidders are invited to visit and inspect the site at their own expense. Failure to investigate fully the site or subsurface conditions shall not be a valid ground to relieve the Bidder subsequently after its Proposal nor shall it relieve the Bidder from any responsibility for estimating the difficulty or costs of successfully completing the Project.

3.8 Validity of Proposal

- 3.8.1 The Proposal shall remain valid for a period not less than one hundred eighty (180) days from the due date of submission (Offer Validity Period). BMC reserve the right to reject any Proposal that does not meet this requirement. Validity of Proposal shall be extended for a specified additional period at the request of BMC.
- 3.8.2 A bidder agreeing to the request will not be allowed to modify his Proposal but would be required to extend the validity of his Bid Security for the period of extension.
- 3.8.3 The Proposal Validity Period of the Successful Bidder shall be extended till the date of execution of the License Agreement.

3.9 Right to Reject Proposals

- 3.9.1 Notwithstanding anything contained in this RFP Document, BMC reserve the right to reject any / all proposals including the highest proposal or withdraw the invitation of the proposal at any stage without citing any reason. Nothing contained herein shall confer any right upon a bidder or create any obligation / liability upon BMC of any type whatsoever.
- 3.9.2 **Misrepresentation / Fraud / Breach of Terms and Conditions:** If it is discovered at any point of time that the bidder has suppressed any fact or given a false statement or has done misrepresentation or fraud or has violated any of the terms of this bid, the bid will be cancelled by BMC. In such an event, the bidder will not be entitled to any compensation whatsoever, or refund of any other amount paid by him.

3.10 Disputes

- 3.10.1 All disputes between the successful bidder and BMC shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement. During the bidding process no dispute of any type would be entertained. Even in such cases where BMC ask for additional information from any bidder, the same cannot be adduced as a reason for citing any dispute.
- 3.10.2 The courts at Bhubaneswar alone shall have the exclusive jurisdiction to try all the cases arising out of this agreement.

4. TENDERING PROCEDURE AND SCHEDULE

4.1 General

4.1.1 Applicants may send their queries to BMC in writing to dc-fcs@bmc.gov.in during the period as mentioned in the Schedule of RFP. All the Applicants will be sent clarification to queries received till the stipulated date. The queries received after the prescribed date will not be entertained by BMC.

4.1.2 Pre-Bid Meeting

- (a) The purpose of the Pre-Bid Meeting will be to clarify and discuss issues with respect to the Project, the RFP document or any other related issues.
- (b) The Applicant's designated representatives are invited to attend the Pre-Bid Meeting at their own cost, to be held on the specified date and place as mentioned in the Schedule of the RFP.

4.2 Amendment of RFP

At any time prior to the Proposal Due Date, BMC may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP through the issuance of Addendum. This will be uploaded to the BMC web site (www.bmc.gov.in) which will also be treated to be a part of the RFP document.

4.2 Preparation and Submission of Proposal

4.3.1 The Applicants are to submit the Bid Security, Processing Fees, Technical & Financial Proposal in three separate sealed covers and all the covers packed in one sealed packet mentioning the name of the project is to be sent to the following address. Completed proposals shall be accepted on or before the specified date and time at BMC at the address given below.

Deputy Commissioner - Markets
Bhubaneswar Municipal Corporation
ICOMC Tower
Janpath, Unit-9
Bhubaneswar - 751022, Odisha

4.3.2 BMC, at its sole discretion, retains the right, but is not obliged, to extend the Proposal Due Date by issuing an Addendum.

4.3.3 Bidders shall furnish the information strictly as per the formats given in Clause 6 of this document without any ambiguity. BMC shall not be held responsible if the failure of any bidder to provide the information in the prescribed formats results in lack of clarity in interpretation and consequent disqualification.

4.3.4 The Authorized Signatory shall initial the Proposal on each page. He shall also initial all the alterations, omissions, additions, or any other amendments made to the Proposal.

- 4.3.5 All witnesses and sureties shall be the persons of status and probity and their full names and addresses shall be stated below their signatures. All signatures in the Proposal documents shall be dated.
- 4.3.6 Any Bidder, which submits or participates in more than one Proposal for the said project shall be disqualified and shall also cause the disqualification of all the Consortia in which it is a member.
- 4.3.7 Only proposals received through courier, registered post, or speed post will be considered for opening. No hand delivery allowed or drop box facility available.

4.4 Language and Currency

- 4.4.1 The Proposal and all related correspondence and documents shall be written in English language. If any supporting document attached to the bid is in any other language, the same will be supported by an English translation and in case of any ambiguity the translation (original as translated by BMC) shall prevail.
- 4.4.2 The currency for the purpose of the Proposal shall be Indian National Rupee (INR).

4.5 Bidder's Responsibility

- 4.5.1 It would be deemed that prior to the submission of Proposal, the bidder has made a complete and careful examination of:
- (a) The requirements and other information set forth in this RFP document.
 - (b) The various aspects of the Project including, but not limited to the following:
 - The Project Site, existing facilities and structures, access roads and public utilities near the Project Site;
 - All other matters that might affect the Bidder's performance under the terms of this RFP, including all risks, costs, liabilities and contingencies associated with the project.

4.5.2 Site Visit

- (a) The bidders prior to submitting their bid for the project, are expected to visit and examine the project site and the site surroundings at his/her own expenses, the site being offered on an "as is where is" basis and ascertain on their own responsibility information, technical data, traffic data, market study, etc. including actual condition of existing services which may or may not have to be shifted/removed/replaced etc.
- (b) It shall be assumed that all these factors were accounted for by the bidder while quoting his bid. The bidder shall be deemed to have full knowledge of the site whether he inspects it or not.

4.5.3 BMC shall not be liable for any mistake or error or neglect by the bidder in respect of the above. Proposals that are not substantively responsive to the requirements of this RFP document will be rejected.

4.6 Sealing and Marking of Proposal

4.6.1 The Proposals shall be sealed, marked and submitted as explained below:

- a) Envelope No.1 containing the Bid Security shall be marked as “Bid Security” and “Processing Fee”.
- b) Envelope No. 2, duly marked as “TECHNICAL BID” and shall contain the following:
 - i. Letter of Application (As per Format mentioned in Appendix- I)
 - ii. General Information on the Bidder (As per Format mentioned in Appendix- II)
 - iii. Technical Capacity: Details of Projects Undertaken (As per Format mentioned in Appendix- III)
 - iv. Financial Capacity of Bidders (As per Format mentioned in Appendix- IV)
 - v. Power of Attorney for Signing of Bid (As per Format mentioned in Appendix- V)
 - vi. Declaration by Bidder on Blacklisting and Termination (As per Format mentioned in Appendix- VII)
 - vii. Supporting documents in proof of experience in Development with or without Operation and Maintenance of Modern Abattoir / fish & fish product processing unit / meat and meat products processing unit.
 - viii. Supporting documents in proof of experience in Development of other relevant projects
- c) Envelope No. 3; duly marked as “FINANCIAL BID” (As per Format mentioned in Appendix- VIII)

All the above envelopes shall be enclosed in an outer cover/ envelope marked as “**RFP for Selection of an Agency for Operation & Maintenance of Modern Abattoir at Gadakana, Bhubaneswar**”

The Outer envelope shall be addressed to:

Deputy Commissioner - Markets
Bhubaneswar Municipal Corporation
ICOMC Tower
Janpath, Unit-9
Bhubaneswar - 751022, Odisha

If any envelope is not sealed and marked, as instructed above, BMC assumes no responsibility for the misplacement or premature opening of the Proposal submitted. In that case, the prematurely opened proposals will be rejected.

4.6.2 Any Proposal received by BMC after 1600 hours on the Due Date will be liable for rejection.

4.7 Modification and Withdrawal of Proposals

No bidder shall be allowed to modify its proposal after the deadline for submissions. In the event of withdrawal of a proposal by any bidder within the validity period, the EMD submitted by the bidder shall stand forfeited.

4.8 Opening of Bids

4.8.1 The Technical bids received shall be opened by the Committee constituted by BMC at the date and time, as mentioned in the Bid Schedule unless intimated otherwise.

The financial bids shall be opened by the same committee in the presence of bidders on the nominated date as informed by the bidder after being technically qualified.

4.8.2 BMC reserve the right to reject any Proposal and forfeit the Bid Security, if:

- (a) It is not signed, sealed and marked as stipulated in Clause 4.6 above.
- (b) The information and documents have not been submitted as requested and in the formats specified in the RFP.
- (c) There are inconsistencies between the Proposal and the supporting documents.
- (d) It does not mention the validity period as set out in Clause 3.7.
- (e) There are conditions proposed with the Technical and/or Financial Proposals.
- (f) It provides the information with material deviations.

4.8.3 A material deviation or reservation is one:

- (a) which affects in any substantial way, the scope, quality, or performance of the Project, or
- (b) which limits in any substantial way, inconsistent with the RFP document,
- (c) BMC's rights or the Bidder's obligations, or
- (d) which would affect unfairly the competitive position of other Bidders' presenting substantially responsive bids.

4.8.4 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarification in writing from any Bidder regarding its Bid.

5. EVALUATION OF PROPOSAL

5.1 Evaluation Parameter

5.1.1 The Bidder's competence and capability is proposed to be established by the following parameter (as specified under Section 3.2):

- (a) Bid Security Deposit & Processing Fees
- (b) Technical Proposal
- (c) Financial Proposal

5.2 Step I: Evaluation of Technical Proposal

- 5.2.1 The Technical Evaluation shall be evaluated based on the parameter mentioned in Minimum Technical & Financial Criteria as specified in clause 3.3.
- 5.2.2 The Financial Proposal of only those bidders that possess the Minimum Threshold Technical Qualification and other relevant documents as format provided in Clause 4.6, would be opened and evaluated. Applications of Agencies who do not meet these criteria shall be rejected.
- 5.2.3 A Technical Proposal may not be considered for evaluation in any of the following cases:
- The Technical proposal is not accompanied with Processing Fees of Rs.11,800/- and Bid Security of Rs. 1.0 lakh.
 - The Technical Proposal reached the BMC after the submission closing time.
- 5.2.4 After the technical evaluation is completed, BMC shall notify the Applicants whose Proposals does not meet the Minimum Eligibility Criteria or the Bidders whose Technical Proposals were considered non-responsive to the requirements, indicating that their Financial Proposal will be returned unopened after completion of the selection process.
- 5.2.5 BMC shall simultaneously notify, in writing the Applicants whose Technical Proposals meet the Technical Qualification, indicating the date, time, and location for opening of Financial Proposals (Applicant's attendance at the opening of Financial Proposals is optional).
- 5.2.6 It is responsibility of the Bidder to furnish all the supporting evidence towards the eligibility. BMC reserves the right to cancel the Bid in absence of lack of supporting document.
- 5.2.7 BMC reserves the right to verify the claims made by the Bidder and to carry out the capacity assessment of the bidder and BMC's evaluation committee decision shall be final in this regard.
- 5.2.8 BMC reserves the right to accept / reject any Request for Proposal from the participating Agencies without assigning any reasons whatsoever. Its decision shall be final and binding on all the parties.

5.3 Step II: Evaluation of Financial Proposal

- 5.3.1 Financial proposals in Envelop 3 of only those firms who are technically qualified shall be opened publicly on the date & time which will be intimated later, in the presence of the Firm's representatives who choose to attend.
- 5.3.2 Bidder shall be ranked H1, H2, H3 etc. in decreasing order of their Financial Proposals. The selection will be made on the basis of the highest Monthly Contract Fee (H1). **The**

Bidder quoting the highest Monthly Contract Fee will be invited to sign the agreement.

- 5.3.3 Even if only single proposal is received (and technically qualified) or single bid amongst the several is technically qualified, BMC retains the right to open his Financial Proposal and award the project.
- 5.3.4 In the event that the highest Bidder withdraws or is not selected for any reason in the first instance, BMC may invite the remaining Bidders in accordance to their rank in decreasing order of their Financial Proposals to match the Proposal of the aforesaid highest Bidder.
- 5.3.5 The Proposal (Financial and Technical Proposal) should be unconditional and any conditionality attached with the proposal may result in the rejection of the proposal.

5.4 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the short-listed bidders shall not be disclosed to any person not officially concerned with the process. BMC will treat all information submitted as part of all proposals in confidence and will insist that all who have access to such material treat it in confidence. BMC will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure or due to statutory compliances.

5.5 Acceptance of the Proposal

- 5.5.1 BMC shall issue Letter of Award (LoA) to the selected bidder for the Project.
- 5.5.2 The selected bidder is required to send his acceptance of the LoA within seven (7) days from the date of its receipt.
- 5.5.3 BMC shall retain the right to withdraw the LoA in the event of the selected bidder's failure to accept the LoA within the time limit specified in the above clause. In this event, BMC shall forfeit the Bid Security of the selected bidder.

5.6 Execution of License Agreement

- 5.6.1 The Selected bidders shall be required to execute the Agreement within 30 (thirty) days of issuance of the LoA from Bhubaneswar Municipal Corporation in writing, or by the date as mutually agreed between the Parties. But prior to signing of the Agreement, The successful bidder shall submit the requisite Performance Security to the BMC
- 5.6.2 Failure to meet the above conditions will result in a breach and BMC shall be entitled to cancel the award without being liable, in any manner whatsoever, to the bidder and to appropriate the Bid Security and any other amount deposited till that time as 'Damages'.
- 5.6.3 The cost of stamp duty for execution of Agreement, registration charges and any other related legal documentation charges and other incidental charges will be borne by the Successful Bidder.

5.6.4 In case of failure to sign the Agreement within the stipulated time, BMC shall retain the right to cancel the Award and forfeit the bidder's Bid Security and any other amount deposited till that time without being liable in any manner whatsoever to the bidder. BMC may consider awarding the contract to the next highest bidder who matches the H1 price.

5.7 Bids of other Bidders

5.5.1 BMC shall return the Bid Security received from the bidders who have not qualified in Stage I of the evaluation, within 180 days of opening of the Technical Bid. The Bid Security shall be returned without payment of any interest.

5.5.2 Bid Security received from all the shortlisted bidders after Stage-II of evaluation (except H1, H2 and H3) will be returned within 60 (Sixty) days from the date of opening of financial bid, and returned thereafter, without payment of any interest.

6. Prescribed Format

APPENDIX – I

LETTER OF APPLICATIONS

(To be submitted and signed by the Bidder's authorized signatory) Ref:

Date:

To

The Deputy Commissioner-Markets
Bhubaneswar Municipal Corporation
Vivekananda Marg,
Near Kalpana Square,
Bhubaneswar - 751014, Odisha

Ref: "RFP for Selection of an Agency for Operation & Maintenance of Modern Abattoir at Gadakana, Bhubaneswar".

Sir,

1. Being duly authorized to represent and act for and on behalf of.(Hereinafter referred to as "the Applicant"), and having studied and fully understood all the information provided in the bid document, the undersigned hereby apply as a bidder for "**Operation & Maintenance of Modern Abattoir at Gadakana, Bhubaneswar, Odisha**" according to the terms & conditions of the RFP Document issued by BMC.
2. Our Technical & Financial Bids are as per the requisite formats along with the supporting documents, duly filled and signed on each page and are enclosed in separate sealed envelopes as specified.
3. The Bid Security and Processing Fee are enclosed in the Envelope 1 marked "Bid Security Deposit & Processing Fee".
4. BMC and its authorized representatives are hereby authorized to conduct any inquiries / investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our banker regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and as requested by you to verify statements and information provided in this application or with regard to the resources, experience and competence of the present applicant.
5. BMC and its authorized representatives may contact the following persons for any further information:

Name of the person (s):

Address:

Phone:; Fax:

6. This application is made with full understanding that:
 - (a) BMC reserves the right to reject or accept any bid, cancel the bidding process, and / or reject all bids.
 - (b) BMC shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.
7. We, the undersigned, declare that the statements made and the information provided in the duly completed application forms enclosed herewith are complete, true and correct in every detail.
8. We, hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this RFP and Project related Information as required for the Proposal. We have also visited the project site for the assessment and have made our own due diligence and assessment regarding the project.
9. We agree to keep our proposal valid for one hundred eighty (180) days from the date of submission of Proposal thereof and not to make any modifications in its terms and conditions not acceptable to the BMC. Should this Proposal be accepted, we hereby agree to abide by and fulfil all the terms, conditions and provisions of the aforesaid documents.
10. This application is made with the full understanding that the validity of proposal submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by BMC. We agree that, without prejudice to any other right or remedy, BMC shall be at liberty to forfeit the said Bid Security absolutely.

Authorized signatory

Date :

Name and seal of Bidder

Place :

Encl:

1. The Bid Security of Rs. _____ (Rupees _____) in the form of Demand Draft/Bank Guarantee bearing No. _____ drawn upon _____ (bank) dated _____.
2. The Processing Fee of Rs. _____ (Rupees _____) in the form of Demand Draft bearing No. _____ drawn upon _____ (bank) dated _____.
2. Power of Attorney for Signing of Application /Board resolution authorizing the signatory (Suggested Format at Annexure G)
3. 4. Relevant Submissions as per the given Formats

APPENDIX – II
GENERAL INFORMATION OF THE BIDDER

1. (a) Name :
- (b) Country of incorporation :
- (c) Address of the corporate headquarters and its branch office(s), if any, in India
:

2. Details of individual(s) who will serve as the point of contact / communication for BMC within the Company:
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) Fax Number : (g) E-Mail Address :

(Name of the Authorized Signatory)

For and on behalf of

(Name of the bidder)

Designation

Place:

Date

Documents to be enclosed:

1. Documents certifying Bidder's legal status
2. Certificate of incorporation / registration
3. Latest brochures/ organization profiles, etc.

APPENDIX – III
(DETAILS OF PROJECTS UNDERTAKEN)

Item	Particulars of the Project
Title & Nature of the project	
Capacity of Abattoir / Processing Unit	
Entity for which project was constructed / developed	
Location	
Estimated Project Cost	
Date for commencement of project / contract	
Date of completion / commissioning	

Note:

1. Bidders are expected to provide information in respect of Project Undertaken (as defined in Clause 3.3) in this Annex.
2. A separate sheet should be filled for each project undertaken.
3. Certificate from the Bidder's statutory auditor or its respective clients must be furnished as per formats above for Project undertaken. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/Associate may provide the requisite certification.

APPENDIX- IV
FINANCIAL CAPACITY OF THE BIDDER

S. No	Year	Annual Turnover (INR Lakhs)
1	FY 2020-21	
2	FY 2021-22	
3	FY 2022-23	
4	FY 2023-24	
5	FY 2024-25	

Name & address of Bidder's Bankers:

A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored **Instructions:**

1. Annual Turnover would be considered as per Clause 3.3.
2. The Bidder shall provide an Auditor's Certificate specifying the Annual Turnover of the Bidder

APPENDIX- V

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, We.....
(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the “**Operation & Maintenance of Modern Abattoir at Gadakana, Bhubaneswar**” (hereinafter referred to as “the **Project**”) proposed or being developed by the, (the “**Client**”) including but not limited to signing and submission of all bids and other documents and writings, participate in pre-bids and other conferences and providing information/ responses to the Client, presenting us in all matters before the Client, signing and execution of all contracts including the License agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Client in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the License agreement with the Client.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF2.....

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

Person identified by me/ personally appeared before

me / signed before me/ Attested / Authenticated*

(* Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a Client or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

APPENDIX – VI
FORMAT FOR BID SECURITY (BANK GUARANTEE)

UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No.: _____ **Dated:** _____

Issuer of Bank Guarantee:

_____ (Name of the Bank) _____

(hereinafter referred to as the “Bank”) **Beneficiary**

of Bank Guarantee:

Bhubaneswar Municipal Corporation (BMC) on
behalf of Govt. of Odisha

Nature of Bank Guarantee:

Unconditional and irrevocable Bank Guarantee.

Context of Bank Guarantee:

In pursuance of Clause ____ of Section 1 of the Request for Proposal Document dated ____ (hereinafter referred to as the “RFP” inclusive of draft License Agreement to be executed between Bhubaneswar Municipal Corporation (“hereinafter referred to as the “BMC”) and _____ (hereinafter referred to as the “Bidder”) **for Operation & Maintenance of Modern Abattoir at Gadakana, Bhubaneswar, Odisha**”, provided however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner to be relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee.

Operative part of the Bank Guarantee:

1. At the request of the BMC, we _____, _____ (name and address of the bank), (hereinafter referred to as the “Bank”), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the BMC i.e. the beneficiary on behalf of the Bidder, up to a total sum of _____, such sum being payable by us to the BMC immediately upon receipt of first written demand from BMC.

2. We unconditionally and irrevocably undertake to pay to the BMC on an immediate basis, upon receipt of first written demand from the BMC and without any cavil or argument or delaying tactics or reference by us to Bidder and without any need for the BMC to convey to us any reasons for invocation of the Guarantee or to prove the failure on the part of the Bidder to repay the amount of _____ or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs.).
3. We hereby waive the necessity of the BMC demanding the said amount from Bidder prior to serving the Demand Notice upon us.
4. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the BMC that the BMC shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by the bidder, which are recoverable by the BMC by invocation of this Guarantee.
5. This Guarantee will not be discharged due to the change in constitution of the Bank or the Bidder. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the BMC.
6. We unconditionally and irrevocably undertake to pay to the BMC, any amount so demanded not exceeding Rs., notwithstanding any dispute or disputes raised by Bidder or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the BMC, shall be a valid discharge of our liability for payment under this Guarantee and the Bidder shall be a valid discharge of our liability for payment under this Guarantee and the Bidder shall have no claim against us for making such payment.
7. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until _____ (180 days from the proposal due date). Notwithstanding any contained herein:

Our liability under this Bank Guarantee shall not exceed Indian _____. This unconditional and irrevocable Bank Guarantee shall be valid w.e.f. _____ (Date of Submission of Bid) to _____.

We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if Bhubaneswar Municipal Corporation (BMC), serves upon us a written claim or demand on or before _____.

Authorized Signatory for Bank

APPENDIX – VII
FORMAT FOR DECLARATION BY THE BIDDERS ON BLACKLISTING AND
TERMINATION

[On the Stamp Paper of Rs.100/- in shape of a notarized affidavit]

I/we, hereby undertake that, our organization has not been blacklisted / debarred by any of the Central / State Government Ministry / Department/ Office or by any Public Sector Undertaking (PSUs) and I/we are not blacklisted by any authority and that no debarment/blacklisting subsists as on the Proposal Due Date

Signature and Seal of the Bidder:

APPENDIX – VIII
FORMAT FOR FINANCIAL PROPOSAL

(To be submitted and signed by the Bidder's authorized signatory)

To
Deputy Commissioner - Markets
Bhubaneswar Municipal Corporation
ICOMC Tower
Janpath, Unit-9
Bhubaneswar - 751022, Odisha

Sub: Operation & Maintenance of Modern Abattoir at Gadakana, Bhubaneswar, Odisha.

Sir,

We hereby submit our Financial Proposal for the captioned project. If the project is awarded to us, we agree to make payments to BMC as per the terms given in Article 2.4 of the Request for Proposal (RFP) Document.

S. No.	Description	Amount
I	Monthly Contract Fee	Rs..... (in fig) (Rupees----- Only) in words

We are making this proposal after taking into consideration all the terms and conditions stated in the RFP document and after careful assessment of the Project Site, all risks and contingencies and all other conditions that may affect the financial proposal.

We agree to keep our offer valid for 180 (One Hundred and Eighty) days from the due date of submission of this Proposal. We undertake to abide by all the terms and conditions of the RFP Document.

Authorized signatory

Date :

Name and seal of Bidder

Place :