

**ANNEXURE - 'C'**

Memo No. RM/Civil/HT/1399

Date: 29.03.2023

**NOTICE INVITING e-TENDER FOR SUPPLY AND DELIVERY AT SITE OF FOUR NUMBERS OF FOUR WHEELED TRAILERS WITH COMPARTMENTS FOR RAGUNATHPUR MUNICIPALITY IN WEST BENGAL**

The Chairman, Raghunathpur Municipality, West Bengal, invites e-tender for procurement of Trailers with compartmentalized for secondary transportation of Municipal Waste, detailed in the table below. (Submission of Bid through **online**)

Detail of Scheme(s)/ Work(s):

<b>Sl. No.</b>	<b>Name of work</b>	<b>Earnest Money</b>	<b>Time of Completion</b>	<b>Price of Tender</b>
1.	Supply and delivery at site of 4 numbers of four wheeled Trailers with compartments	<p>Rs 20,000/- (Rupees Twenty Thousand only) as an initial Earnest Money Deposit shall be paid through online mode of payment (Payment link will be available in the website).</p> <p>This amount will be converted to security deposit for the successful bidder. Balance Earnest Money beyond Rs. 20,000/- (if any, to fulfill 2% of amount offered) shall be deposited by the successful Bidder prior to acceptance of tender in the form of a Bank Draft obtained in favour of "The Chairman, Raghunathpur Municipality", from any nationalized bank payable at</p> <p>The EMD for the successful Bidder will be converted to Security Deposit and additional amount of 8% will be deducted towards Security Deposit from each running bill. Such deducted total amount will be refunded after 24 months of completion of the work. No interest shall be payable on the deducted amount.</p>	30 days	

## **GENERAL TERMS AND CONDITIONS FOR BIDDERS THROUGH E-TENDER:**

1. In the event of e-filing, intending bidders may download the tender documents from the website <https://wbtenders.gov> indirectly with the help of Digital Signature Certificate.
2. Both **Technical Bid and Financial Bid** are to be submitted concurrently duly digitally signed in the website <https://wbtenders.gov>. Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per Time Schedule stated.
3. The **financial offer** of the prospective tenderer will be considered only if the **technical bid** of the bidder is found qualified by the Bid Evaluation cum Tender Committee. The decision of the Bid Evaluation cum Tender Committee will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.

#### **4. Eligibility criteria for participation in the tender:**

Proposal may be submitted by interested bidders only as a single entity. No Consortium/JV is allowed.

For eligibility, the Bidder shall have at least:

- I. The Entity / Bidder must be a company as specified in Companies Act, 1956/2013 OR a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008 OR a Company incorporated under equivalent law abroad OR a Society registered under The Societies Registration Act, 1860 OR a Proprietorship Firm OR a Partnership Firm etc. registered under relevant laws of India. The time period elapsed from commencement of business should be at least 05 (five) years as on 1st April 2021.
- II.
  - i) Intending tenderers should produce credentials of a same (Trailers with compartments) or similar nature (Closed body Hopper/Tipper, Ambulance etc.) of completed work with Central & State Govt./PSU/ULB of the minimum value of 40% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or,
  - ii) Intending tenderers should produce credentials of 2(two) same (Trailers with compartments) or similar nature (Closed body Hopper/Tipper, Ambulance etc.) of completed work with Central & State Govt./PSU/ULB, each of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or,
  - iii) Intending tenderers should produce credentials of one single running work of same or similar nature with Central & State Govt./PSU/ULB which has been completed to the extent of 80% or more and value of which is not less than the desired value at(i) above;

In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer.
- III. MOU / Joint Venture/ sub contract in any form will not be allowed or provided in this contract.
- IV. Bidder must have valid Trade License, PAN, and GST Certificate. Certificate of registration with the department of Industries in the state where the manufacturing plant is located and certificate of NSIC/ Excise Registration Certificate is accepted in lieu of Trade License.

- V. The prospective bidders should not have been Black Listed from any Government Organization/ Statutory Body etc. during the last 3 (Three) years. (A self-declaration in this respect has to be furnished by the prospective bidders without which the Technical Bid shall be treated as non- responsive).
- VI. The Bidder shall furnish the Article of Association and Memorandum, if applicable.
- VII. The average annual turnover of the Bidders during the last three financial years should be not less than Rs.1.50 crore. [*Turnover shall mean gross sales or gross revenue, as defined by the Indian Accounting Standards published by the Institute of chartered Accountants of India*].
- VIII. Bidder must have a Functional Service Centre in the State. If service center is not already there at the time of bidding, successful bidder shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
5. **Payment term:** As mentioned in the commercial terms & conditions.
6. There shall be no provision of Arbitration.
7. Bid shall remain valid for a period of **270 days** from the date of opening of the financial part of the Bid. If the bidder withdraws the bid during the validity period of bid, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.
8. **Date and Time Schedule:**

Sl. No.	Particulars	Date and Time
A.	Date of uploading of Bid Document and Tender Documents (Online Publishing Date)	05.04.2023
B.	Documents download start date (Online)	05.04.2023
C.	Documents download end date (Online)	14.04.2023
D.	Date and time of bid queries submission	
E.	Bid submission starting	05.04.2023
F.	Bid Submission closing (Bid Due Date)	14.04.2023
G.	Bid opening date for Technical Proposals	17.04.2023
H.	Date of communicating list for Technically Qualified Bidders	
I.	Date of Opening of Financial Proposal	To be notified
J.	Date of issuance of Work Order / Signing of Agreement	

9. **Earnest Money:** Rs 20,000/- (Rupees Twenty Thousand only) as an initial Earnest Money Deposit shall be paid through online mode of payment (Payment link will be available in the website). This amount will be converted to security deposit for the successful bidder. Balance Earnest Money beyond Rs.20,000/- (if any, to fulfill 2% of amount offered) shall be deposited by

the successful Bidder prior to acceptance of tender in the form of a Bank Draft obtained in favour of "The Chairman, Raghunathpur Municipality", from any nationalized bank payable at Raghunathpur The EMD for the successful Bidder will be converted to Security Deposit and additional amount of 8% will be deducted towards Security Deposit from each running bill. Such deducted total amount will be refunded after 24 months of completion of the work. No interest shall be payable on the deducted amount.

10. The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting e-Tender, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.
11. The intending Bidder shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department. The Chairman Raghunathpur Municipality, West Bengal reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Bidder at the stage of Bidding.
12. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' stated in before tendering the bids.
13. Conditional / Incomplete tender will not be accepted under any circumstances.
14. The intending Bidders are required to quote the price online.
15. **Bidder shall have to comply with the provisions of (a) the contract Labour (Regulation Abolition) Act. 1970 (b) Apprentice Act. 1961 and (c) minimum wages Act.1948 of the notification thereof or any other laws relating thereto and the rules made and order issued there under from time to time.**
16. During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice.
17. The Chairman Raghunathpur Municipality, West Bengal, reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
18. Before issuance of the Supply Order, the tender inviting authority may verify the credential and other documents of the lowest Bidder if found necessary. After verification if it is found that the documents submitted by the lowest Bidder is either manufactured or false in that case work order will not be issued in favour of the said Bidder under any circumstances.
19. If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence:
  - a. **N.I.T**
  - b. **Tender Document.**
20. Qualification criteria: The tender inviting and Accepting Authority through a "Bid Evaluation cum Tender Committee" will determine the eligibility of each bidder. The bidders shall have to meet all the minimum criteria regarding:
  - a. Financial Capacity

b. Experience/Credential

21. The eligibility of a bidder will be ascertained on the basis of the document(s) in support of the minimum criteria as mentioned above and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized. If any document submitted by a bidder is either manufactured or false, in such cases the eligibility of the bidder will be rejected at any stage without any prejudice.
22. Escalation of Price on any ground and consequent cost overrun shall not be entertained under any circumstances. Rates should be quoted accordingly.
23. No. price preference and other concession will be allowed.
24. The Tender Inviting Authority reserves the right to modify the order quantity by (+/-) 20%

**Chairman**  
**Raghunathpur Municipality**

## INSTRUCTION TO TENDERERS/BIDDERS

### SECTION – A

#### **1. General guidance for e-tendering:**

Instructions/ Guidelines for Bidders for electronic submission of the Bids have been annexed for assisting them to participate in e-tendering.

#### **2. Registration of Bidder:**

Any Bidder willing to take part in the process of e-tendering will have to be enrolled and registered with the Government e-procurement system, through logging on to [https:// wbtenders.gov.in](https://wbtenders.gov.in). The Bidder is to click on the link for e-tendering site as given on the web portal.

#### **3. Digital Signature certificate (DSC):**

Each Bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of Bids, from the service provider of the National Information's Centre (NIC) or any other bonafide service provider on payment of requisite amount. Details are available at the Web Site stated in Clause 2 of Guideline to Bidder. DSC is given as a USB e-Token.

4. The contractor can search and download NIB and Bid Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Bid Documents.

#### **5. Submission of Bids:**

General process of submission, Bids are to be submitted through online to the website stated in Cl. 2 in two folders at a time for each work, one in Technical Proposal and the other is Financial Proposal before the prescribed date and time using the Digital Signature Certificate (DSC) the documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

#### ***Technical proposal***

The Technical Proposal should contain scanned copies of the following further two covers (folders).

#### **Statutory Documents**

##### **I. Technical Packet:**

1. **NIT (Notice Inviting Tender)**: The Bidders are instructed to download the NIT Document Properly, and the same NIT Document will be uploaded in this Folder.
2. **Copy of EMD submitted**: The Bidders are instructed to upload proof of submission of EMD amount as done online in this Folder.

3. **All Annexures:** The Bidders have to take a print out copy of the Annexures, fill them properly in hard copies and the same documents has to be scanned in Multipage PDF format and upload in this Folder.
4. Special terms, conditions & specification of work and current Bank solvency certificate.

**II. Financial Packet:**

1. **BOQ (Bill of Quantity):** The Bidders are instructed to download the BOQ (i.e., Excel sheet) and the same must be filled up properly and uploaded by providing competitive rates including all admissible taxes& duties, GST, transportation, freight, trial run & training and Company name.

**Non Statutory Document/ OID (Other Important Documents):**

To upload these documents go to My Account→ My Document→ then you can see the Folders.

**The Documents must be arranged in the format given below:**

SI.No.	Category Name	Sub Category Name	Sub Category Description
A.	CERTIFICATES [Every folder corresponds to one single file]	A1.CERTIFICATE S	<ol style="list-style-type: none"> <li>1. GST Registration No.</li> <li>2. PAN No. and TAN No.</li> <li>3. Income Tax return for last three years.</li> <li>4. Trade License Certificate etc.</li> </ol>
B.	COMPANY DETAILS [Every folder corresponds to one single file]	B1.COMPANY DETAILS1	<ol style="list-style-type: none"> <li>1. Certificates of incorporation and commencement of business highlighting registration details as is applicable to the legal status of the bidder.</li> <li>2. Composition of Board of Directors or details of lead partner or governing authority or trust as the case may be, as is applicable to the legal status of the bidder.</li> </ol>
C.	CREDENTIAL [Every folder corresponds to one single file]	C1.CREDENTIAL 1	1. Project Experience during the period of last 5years
		C1.CREDENTIAL 2	1. Work Completion Certificates or Payment Certificates issued by competent authority for the projects mentioned. [For completed projects, provide payment certificate in case work completion certificate is not available]

**The Bidders are instructed to scan the documents in Multipage PDF Format and the scanning properties must be in (100 to 150 DPI/PPI in Grey or Color).**

Note: - Failure of submission of any of the above mentioned documents will render the Bid liable to be summarily rejected for both statutory and non statutory cover.

**6. Bid Evaluation:**

- i. Opening of Technical proposal: Technical proposals will be opened by the Bid Inviting Authority electronically from the website using his/ her Digital Signature Certificate.
- ii. Cover (folder) of statutory documents should be opened first and if found in order, cover (Folder) for non statutory documents will be opened. If there is any deficiency in the statutory documents the Bid will summarily be rejected.
- iii. Uploading of summary list of technically qualified Bidders.
- iv. Pursuant to scrutiny and decision of the Bid Evaluation Cum Tender Committee the summary list of eligible Bidder and for which their proposal will be considered and uploaded in the web portals.
- v. While evaluation, the committee may summon the Bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

**Financial proposal**

To be uploaded digitally signed by the Bidder. BOQ should be uploaded for financial bidding in following manner:

Sl. No	Item	Quantity	Estimated Amount (inclusive of all taxes & duties, GST, transportation, freight, trial run & training) in Rs.	Total Quoted Rate(inclusive of all taxes & duties, transportation, freight, trial run & training except GST) in Rs.	GST in Rs.	Total Quoted Rate (inclusive of all taxes & duties, GST, transportation, freight, trial run & training) in Rs.
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1.	Supply and delivery at site of ..... numbers of Trailers with compartments.					
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The audited Balance sheet for the last three years is to be submitted along with the bid documents.

**7. Penalty for suppression / distortion of facts:**

Submission of false document by Bidder is strictly prohibited and in case of such act by the Bidder the same may be referred to the appropriate authority for prosecution as per relevant IT Act with forfeiture of earnest money forthwith.

**8. Rejection of Bid:**

The Employer (bid accepting authority) reserves the right to accept or reject any bid and to cancel the bidding processes and reject all bids at any time prior to the award of contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's (Bid accepting authority) action.

The Bidder whose bid has been accepted will be notified by the Bid Inviting and Accepting Authority through acceptance letter/ Letter of Acceptance.

The Letter of Acceptance will constitute the formation of the Contract.

The Agreement in Printed Tender Form will incorporate all necessary documents e.g. N.I.T., all addenda-corrigendum, special terms and condition, different filled-up forms Price Schedule and the same will be executed between the Bid Accepting Authority and the successful Bidder.

**Chairman  
Raghunathpur Municipality**

**Technical Specification of Trailers with compartments**

TECHNICAL SPECIFICATION OF COVEREDHYDRAULIC TRACTOR TRAILER	
Function	Secondary collection of waste
Number of Wheel	2(two)
Capacity	3 Cubic meter (Approx.)
Size	2750mm*1500mm*600mm+450 mm
Upper Chassis	Fabricated from 100 mm*50mm*6mm M.S Channel With cross member of the same section
Chassis	Fabricated from 100mm*50mm*6mm M.S channel with cross member of the same section & 50 mm* 50mm* 6 mm M.S angle.
Drawbar	A triangular type drawbar made from 100 mm* 50mm *6 mm M.S Channel with spring with Spring loaded "I" hook of 36 mm dia. M.S Round.
Parking stand	A Screw Jack type Parking stand fabricated from 50 mm dia. M.S Round with Base plate of 25 mm thick 100 mm Square.
Sides & Top Structure	Sides & Top Structure fabricated from 75 mm* 40mm *6 mm M.S channel, 40mm*40mm*6mm* M.S angle
For Biodegradable & Non-Biodegradable Waste	The Structure provided with a tilting type partition when hydraulically lifting at 900 mm back side with hinged arrangement to be fabricated from 40mm* 40mm* 6mm M.S angle with 2.5 mm CRC sheet.
Leachate	A Drain plug/ hole would be provided to drain the leachate or for cleaning along with collection reservoir.
Side Dala	Each side 2(Two) Nos unloading Dala fabricated from 35 mm* 35mm *5mm M.S angle with cross member of the same section.
Top Dala	Each side provided with 2 Nos loading Dala fabricated from 30 mm* 30mm* 5 mm M.S angle with cross member of the same section.
Platform sheet	Platform to be covered with 5 mm C.R C sheet with standard length
Sides & top Sheet	Sides to be covered with 2.5 mm thick CRC sheet & Top with 2 mm thick.

Cylinder	125mm. Dia* 1050mm. height Telescopic type hydraulic cylinder with hydraulic pipe for joint with the tractor with necessary accessories
Axle	1 (One) No. 65 mm Square M.S axle with Heavy duty C.I hubs & taper roller bearing size 30209 (SKF)
Spring	2 (Two) set 65 mm* 11mm *12 leaves Laminated leaf spring with U Clamp U Bolt & Shackle plate.
Tyre, Tube, Rim	2(Two) Nos New 750-16(16 ply) Nylon (CEAT/MRF/BIRLA/JK) tyre& Tube with heavy duty Five-hole rim.
Paint	The T. T Container shall be spray painted with two coat of superior quality anti-corrosive primer & two coats of enamel paint of reputed make.
Colour	Blue for Non-Biodegradable Waste & Green for Biodegradable Waste.
Materials	The material for the container would be steel conforming to IS 2062. Top door hinges, tail gate hinges, top flap support, Top bottom frame supports, angles, channels, tee, anchor pins, locking arrangement of tailgate should be heavy duty of rugged steel.
Messages	ULB logo and name of the ULB should be painted on each container along with messages as specified. Green Colour- "Compostable waste" in Bengali blue colour- "Non Compostable waste" in Bengali language.

**Commercial Terms & Conditions :**

1. Payment terms :

- i) All payments will be made by the Chairman, Raghunathpur Municipality.
- ii) 80% of the cost may be paid on supply of the Trailers with compartments in good condition to the respective allocated space of Corporation/ Municipalities.
- iii) 10% after completion of successful trial run and training of the delivered items within a period of 30 days.

- iv) Remaining 10% will be released after 24 months only after successful operation of the delivered items.
2. There shall be complete integrated full body free warranty for an initial period of 12 months.
  3. Supply should be completed preferably within 30 days from the date of issue of Lol / Supply Order.
  4. Delay fine: 0.3% Penalty for delay beyond contract delivery period will be chargeable on pro rata basis per day for the number of day of delay on undelivered quantity.
  5. Initial Earnest Money of Rs.20,000/- (Rupees Twenty Thousand only) to be deposited along with Technical bid. This amount will be converted to security deposit for the successful bidder. Balance Earnest Money beyond Rs.6,00,000.00 (if any, to fulfill 2% of amount offered) shall be deposited by the successful Bidder prior to acceptance of tender in the form of a Bank Draft obtained in favour of "Chairman, Raghunathpur Minicipality", from any nationalized bank payable at Raghunathpur.
  6. The EMD for the successful Bidder will be converted to Security Deposit and additional amount of 8% will be deducted towards Security Deposit from each running bill. Such deducted total amount will be refunded after 24 months of completion of the work. No interest shall be payable on the deducted amount.
  7. Price should be for inclusive of all taxes & duties, GST, transportation, freight, trial run & training.
  8. Price quoted should be firm and should remain valid up to 12 months from the date of opening of financial part of the tender.
  9. Delivery to be made to respective allocated space of Municipal Corporations / Municipalities.
  10. Any replacements / repairs during the warranty period i.e., 12 months should be the responsibility of the Bidder.
  11. The Tendering Authority reserves rights for  $\pm 5\%$  changes in the specifications with condition that quality and functioning should not affect.
  12. Inspection will be done at manufacturing site of the bidder (First One before painting applied over the specified item and another one before delivery or as and when required). If any discrepancy is found in the material supplied and technical specifications approved, the same lot shall be rejected. No claim for the rejected material shall be entertained.
  13. SUDA reserves the right to modify the order quantity by (+/-) 20%.

**ANNEXURE A**  
**PRE-QUALIFICATION APPLICATION**

To  
The Chairman  
Raghunathpur Municipality

Name of work:

**N. I. T. No.:**

Dear Sir,

Having examined the Statutory, Non statutory and NIT documents, I /we hereby submit all the necessary information and relevant documents for evaluation. The application is made by me / us on behalf of In the capacity \_\_\_\_\_duly authorized to submit the order.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for Application and for completion of the contract documents is attached herewith.

We are interested in bidding for the work(s) given in Enclosure to this letter.

We understand that:

- (a) Bid Inviting and Accepting Authority / Engineer-in-Charge can amend the scope and value of the contract bid under this project.
- (b) Bid Inviting and Accepting Authority / Engineer-in-Charge reserves the right to reject any application without assigning any reason.

**Enclo : e-Filling:-**

- 1. Statutory Documents
- 2. Non Statutory Documents

Date: -

**Signature of applicant including title**  
and capacity in which application is made.

## ANNEXURE B

### Experience Profile

Name of the Firm :

Detailed Project experience during the period of last 05 years along with work order copy and completion certificate

Sl. No.	Name of the Work	Organisation	Tendered Amount	Date of Work order	Date of Work Completion	Remarks
1.						
2.						
3.						
4.						

## ANNEXURE C

### FINANCIAL STATEMENT

1.Name of Applying Agency:

2.Summary of Turn over generated on the basis of the audited financial statement of the last 03 (three)financial years.

	2019-20 (Rs. In Lakh)	2020-21 (Rs. In Lakh)	2021-22 (Rs. In Lakh)	Average
Annual Turnover				

Average Annual Turnover is XXXX(Rs in Lakh)

Signed by a Practicing Chartered Accountant

Name: Membership No.:

Name of the Firm with seal

Date.....

Note: This for required to be certified by a practicing Chartered Accountant

**ANNEXURE D**

**POWER OF ATTORNEY**

**Declaration of the Bidder**

(Affidavit to be affirmed on a Non Judicial Stamp Paper of Appropriate Value and Duly Notarized)

I, ..... son of  
..... aged about  
..... years by occupation ..... do  
hereby solemnly affirm and confirm as follow :

1. That, I am the ..... Of .....  
have duly authorized by and competent to affirm this affidavit on behalf of the said Bidder.
2. That, I have inspected the site of work and meticulously gone through the Bid documents. Bid of the above named Bidder is offered and submitted upon due consideration of all factors and if the same is accepted, I on and for behalf of the aforesaid Bidder, being lawfully and duly authorized, promise to abide by all the covenants, conditions and stipulations of the contractual documents and to carry out, complete the works to the satisfaction of the Bid accepting Authority of the Work and abide by all instructions as may given by the Engineer in Charge of the work time to time. I also hereby undertake to abide by the provisions of Law including the provisions of Contract Labour (Regulation & Abolition) Act, Apprentice Act 1961, West Bengal Sales Tax Act, VAT Act, Income Tax Act, GST as would be applicable to the Contractor upon entering into formal Contract / agreement with the Bid Inviting/Accepting authority.
3. That I declare that, no relevant information as required to be furnished by the Bidder has been suppressed in the Bid documents.
4. That the statement above made by me is true to my knowledge.

Deponent

Solemnly affirmed by the said.....

before me.

(1st class Judicial Magistrate / Notary Public)

**ANNEXURE E**  
**STRUCTURE AND ORGANISATION**

1. Name of applying agency:

2. Registered Office Address:

Telephone No.:

Fax No. :

E mail#:

Website:

3. Kolkata Office Address:

Telephone No.:

Fax No. :

E mail#:

Website:

4. Name of the Contact Person for this assignment:

Designation:

Address:

Telephone No. :

Cell phone No.:

E mail:

Fax No. :

Signature of applicant  
including title and capacity in  
which application is made.



**ANNEXURE F**

**DECLARATION**

(Declaration should provide on printed letter head of the Bidders)

**Sub: Submission of Bid for supply and delivery at site of ..... Numbers Trailers with compartments for .....in West Bengal**

To,  
The Chairman  
Raghunathpur Municipality

Sir,

Having examined the details of Tender document, I / We hereby submit the prequalification documents and other relevant information.

I hereby certify that all the statements made and information supplied in the statements are true and correct to the best of my knowledge. I understand that if any information found incorrect, the application is liable to be cancelled.

I have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.

I certify that my firm is not **blacklisted / banned** from business by any organization.

I hereby accept the rules and procedures of the Institute for pre-qualification of contractor and agree that the Institute has the right to accept or reject any application without assigning a reason thereto.

I/we have not tampered / modified the tender forms in any manner. In case, if the same is found to be tampered/modified, I/we understand that my/our tender will be summarily rejected and I/we am/are liable to be banned from doing business with **Chairman, Raghunathpur Municipality** and /or prosecuted.

(Signature of authorized person)

Full Name of Signatory: \_\_\_\_\_

Designation of Signatory: \_\_\_\_\_

**Place:** \_\_\_\_\_

**Seal of the Bidder**

**Date** \_\_\_\_\_

## ANNEXURE G

Sl. No.	Name of Urban Local Body	District	No of Trailers with compartments
1.	..... Municipality	.....	.....

## Annexure H - Financial Proposal Submission Form

THIS IS TO BE SUBMITTED AS PER FORMAT PROVIDED ONLINE ONLY

### Bill of Quantities (BOQ)

Sl. No.	Item	Quantity	Estimated Amount (inclusive of all taxes & duties, GST, transportation, freight, trial run & training) in Rs.	Total Quoted Rate (inclusive of all taxes & duties, transportation, freight, trial run & training except GST) in Rs.	GST in Rs.	Total Quoted Rate (inclusive of all taxes & duties, GST, transportation, freight, trial run & training) in Rs.
1.	Supply and delivery at site of .....numbers of Trailers with					

## Form of Contract

*(Text in brackets [ ] is optional; all notes should be deleted in final text)*

This CONTRACT (hereinafter called the "Contract") is made the ----- day of the month of -----, -----, between, on the one hand, ----- (hereinafter called the "Authority") and, on the other hand, ----  
----- (hereinafter called the "Supplier").

### WHEREAS

(a) the authority has requested the supplier to provide certain goods and services as defined in this contract (hereinafter called the "goods and services");

(b) the supplier, having represented to the authority that it has the required professional skills, and personnel and technical resources, has agreed to provide the services on the terms and conditions set forth in this contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this contract:

(a) The General conditions of contract;

(b) The Special conditions of contract (if applicable);

(c) The following appendices:

Appendix A: Description of goods and services

Appendix B: Reporting requirements

Appendix C: Staffing schedule

Appendix D: Total cost of services and payment schedule

Appendix E: Duties of the authority

2. The mutual rights and obligations of the authority and the supplier shall be as set forth in the Contract, in particular:

(a) the Supplier shall carry out the Services in accordance with the provisions of the Contract; and

(b) the authority shall make payments to the supplier in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer /Authority]*

\_\_\_\_\_  
*[Authorized Representative]*

For and on behalf of *[name of Supplier]*

\_\_\_\_\_  
*[Authorized Representative]*

# General Conditions of Contract

## 1. General Provisions:

**1.1 Definitions:** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- b) "Authority" means Chairman.....Municipality.
- c) "Supplier" means any private or public entity that will provide the goods and services to the "Authority" under the Contract.
- d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- e) "Day" means calendar day.
- f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- g) "Force Majeure" for the purposes of this contract, means an event which is beyond the reasonable control of a party, is not foreseeable, is unavoidable and not brought about by or at the instance of the party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking force majeure to prevent), confiscation or any other action by Government agencies
- h) "GC" means the General Conditions of Contract.
- i) "Government" means the Government of India / Government of West Bengal
- j) "Local Currency" means Indian Rupees.
- k) "Member" means any of the entities that make up the joint venture / consortium /association; and "Members" means all these entities.
- l) "Party" means the "Authority" or the supplier, as the case may be, and "Parties" means both of them.
- m) "Personnel" means professionals and support staff provided by the Supplier assigned to perform the Services or any part thereof.
- n) "Reimbursable expenses" means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the contract].
- o) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- p) "Services" means the work to be performed by the supplier pursuant to this Contract, as described in Appendix A hereto.
- q) "In writing" means communicated in written form with proof of receipt.

**1.2 Relationship Between the Parties:** Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Authority" and the "Supplier". The Supplier, subject to this Contract, has complete charge of personnel, if any, performing the services and shall be fully responsible for the goods provided and services performed by them or on their behalf hereunder.

**1.3 Law Governing Contract:** This contract, its meaning and interpretation, and the relation between the parties shall be governed by the applicable laws of India.

**1.4 Headings:**The headings shall not limit, alter or affect the meaning of this contract.

## **1.5 Notices:**

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered post to such party at the address specified in the Special Conditions of contract (SC).

1.5.2 A party may change its address for notice hereunder by giving the other party notice in writing of such change to the address specified in the Special Conditions of contract (SC).

**1.6 Location:** The goods supplied and services shall be performed at such locations as mentioned in the NIT document and, where the location of a particular task is not so specified, at such locations, as the authority may approve.

**1.7 Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this contract by the authority or the supplier may be taken or executed by the signatories of this contract agreement or by any officials authorized by the signatories of this contract.

**1.8 Taxes and Duties:** The supplier and its personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

## **1.9 Fraud and Corruption:**

**1.9.1 Definitions:** It is the authority's policy to require that authority as well as supplier observe the highest standard of ethics during the execution of the contract. In pursuance of this policy, the authority defines, for the purpose of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) "collusive practices" means a scheme or arrangement between two or more suppliers, with or without the knowledge of the authority, designed to establish prices at artificial, non competitive levels;

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

### **1.10.1 Measures to be taken by the Authority :**

(a) The authority may terminate the contract if it determines at any time that representatives of the supplier were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the supplier having taken timely and appropriate action satisfactory to the authority to remedy the situation;

(b) The authority may also sanction against the supplier, including declaring the supplier ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the supplier has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an authority-financed contract;

### **1.10.2 Commissions and Fees:**

At the time of execution of this contract, the supplier shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT:**

**2.1 Effectiveness of Contract:** This contract shall come into force and effect on the date of signing of this contract agreement (the "effective date") OR of the "Authority's notice to the supplier instructing the supplier to begin carrying out the Services, whichever is later. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the Special Conditions of contract (SC) have been met.

**2.2 Termination of Contract for Failure to Become Effective:** If this contract has not become effective within such time period after the date of the contract signed by the parties as specified in the Special Conditions of contract (SC), either party may, by not less than twenty one (21) days written

notice to the other party, declare this contract to be null and void, and in the event of such a declaration by either party, neither party shall have any claim against the other party with respect hereto.

**2.3 Commencement of Services:** The supplier shall begin carrying out the services not later than the number of days after the effective date specified in the Special Conditions of contract (SC).

**2.4 Expiration of Contract:** Unless terminated earlier pursuant to clause 2.9 hereof, this contract shall expire at the end of such time period after the effective date as specified in the Special Conditions of contract (SC).

**2.5 Entire Agreement:** This contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

**2.6 Modifications or Variations:** (a) Any modification or variation of the terms and conditions of this contract, including any modification or variation of the scope of the services, may only be made by written agreement between the parties.

(b) In cases of substantial modifications or variations, the prior written consent of the authority is required.

**2.7 Force Majeure:**

**2.7.1**

(a) Force Majeure as has been defined in Clause no. 1.1 shall not include (i) any event which is caused by the negligence or intentional action of a party, nor (ii) any event which a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this contract, and avoid or overcome in the carrying out of its obligations hereunder.

(b) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

**2.7.2 No Breach of Contract:** The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract insofar as such inability arises from an event of force majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

**2.7.3 Measures to be taken:** (a) A party affected by an event of force majeure shall continue to perform its obligations under the contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of force majeure.

(b) A party affected by an event of force majeure shall notify the other party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a party shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of force majeure.

(d) During the period of their inability to perform the services as a result of an event of force majeure, the supplier, upon instructions by the "authority", shall either:

(i) demobilize, or

(ii) continue with the supply of goods and services to the extent possible, in which case the supplier shall continue to be paid proportionately and on prorata basis, under the terms of this contract.

(e) In the case of disagreement between the parties as to the existence or extent of force majeure, the matter shall be settled by the State Government.

**2.8 Suspension:** The "authority" may, by written notice of suspension to the supplier, suspend all payments to the supplier hereunder if the supplier fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the supplier to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the supplier of such notice of suspension.

**2.9 Termination**

**2.9.1 By the "Authority":**

2.9.1.1 The "Authority" may terminate this contract in case of the occurrence of any of the events

specified in paragraphs (a) through (i) of this clause 2.9.1.1

(a) If the supplier fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the "authority" may have subsequently approved in writing.

(b) If the supplier becomes (or, if the supplier consists of more than one entity, if any of its members becomes and which has substantial bearing on providing services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the supplier fails to comply with any final decision reached as a result of arbitration proceedings pursuant to clause 8 hereof.

(d) If the supplier, in the judgment of the "authority", has engaged in corrupt or fraudulent practices in competing for or in executing this contract.

(e) If the supplier submits to the "authority" a false statement which has a material effect on the rights, obligations or interests of the "authority".

(f) If the supplier places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the authority.

(g) If the supplier fails to provide the quality goods and services as envisaged under this contract. The Authority itself or an appointed representative/Committee formulated to monitor the progress of the assignment may make judgment regarding the poor quality of goods and services, the reasons for which shall be recorded in writing. The authority may decide to give one chance to the supplier to improve the quality of the goods and services.

(h) If, as the result of force majeure, the supplier is unable to perform a material portion of the contract for a period of not less than sixty (60) days.

(i) If the "authority", in its sole discretion and for any reason whatsoever, decides to terminate this contract.

2.9.1.2 In such an occurrence the "authority" shall give a not less than thirty (30) days' written notice of termination to the supplier, and sixty (60) days' in case of the event referred to in (i).

**2.9.2 By the Supplier:** The supplier may terminate this contract, by not less than thirty (30) days' written notice to the "authority", in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this clause 2.9.2.

(a) If the "authority" fails to pay any money due to the supplier pursuant to this contract and not subject to dispute pursuant to clause 8 hereof within forty-five (45) days after receiving written notice from the supplier that such payment is overdue.

(b) If, as the result of force majeure, the supplier is unable to perform a material portion of the services for a period of not less than sixty (60) days.

(c) If the "authority" fails to comply with any final decision reached as a result of arbitration pursuant to clause 8 hereof.

(d) If the "authority" is in material breach of its obligations pursuant to this contract and has not remedied the same within forty-five (45) days (or such longer period as the supplier may have subsequently approved in writing) following the receipt by the "Authority" of the supplier's notice specifying such breach.

**2.9.3 Cessation of Rights and Obligations:** Upon termination of this contract pursuant to clauses 2.2 or 2.9 hereof, or upon expiration of this contract pursuant to clause 2.4 hereof, all rights and obligations of the parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in clause 3.3 hereof, (iii) the supplier's obligation to permit inspection, copying and auditing of their accounts and records set forth in clause 3.6 hereof, and (iv) any right which a party may have under the Law.

**2.9.4 Cessation of Services:** Upon termination of this contract by notice of either party to the other pursuant to clauses 2.9.1 or 2.9.2 hereof, the supplier shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the supply of goods and services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the supplier and equipment and materials furnished by the "authority", the supplier shall proceed as provided, respectively, by clauses 3.9 or 3.10 hereof.

**2.9.5 Payment upon Termination:** Upon termination of this contract pursuant to clauses 2.9.1 or 2.9.2 hereof, the "authority" shall make the following payments to the supplier:

(a) If the contract is terminated pursuant to clause 2.9.1 (g), (h) or 2.9.2, payment pursuant to clause

6.3(h) (i) hereof for supply of goods at required quality and services satisfactorily performed prior to the effective date of termination, and any reimbursable expenditures (if applicable and to be decided solely by the authority) pursuant to clause 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the supplier shall not be entitled to receive any agreed payments upon termination of the contract. However, the “authority” may consider to make payment for the part satisfactorily performed on the basis of quantum merit as assessed by it, if such part is of economic utility to the authority. Under such circumstances, upon termination, the authority may also impose liquidated damages as per the provisions of clause 9 of this agreement. The supplier will be required to pay any such liquidated damages to authority within 30 days of termination date.

**2.9.6 Disputes about Events of Termination:** If either party disputes whether an event specified in paragraphs (a) through (g) of clause 2.9.1 or in clause 2.9.2 hereof has occurred, such party may, within forty-five (30) days after receipt of notice of termination from the other party, refer the matter to clause 8 hereof, and this contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE SUPPLIER:**

**3.1 Standard of Performance:** The supplier shall perform the services and provide the goods as per the detailed specifications and benchmarks provided in the NIT document and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.

**3.2 Conflict of Interests:** The supplier shall hold the authority’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the supplier shall promptly disclose the same to the Authority and seek its instructions.

**3.2.1 Supplier not to benefit from Commissions, Discounts, etc.:** (a) The payment of the supplier pursuant to Clause 6 hereof shall constitute the supplier’s only payment in connection with this contract and, subject to clause 3.2.2 hereof, the supplier shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or in the discharge of its obligations hereunder.

(b) Furthermore, if the supplier, as part of the services, has the responsibility of advising the authority on the procurement of goods, works or services, the supplier shall comply with the authority’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the authority. Any discounts or commissions obtained by the supplier in the exercise of such procurement responsibility shall be for the account of the authority.

**3.2.2 Supplier and Affiliates Not to Engage in Certain Activities:** The supplier agrees that, during the term of this contract and after its termination, the supplier and any entity affiliated with the supplier, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the supplier’s services within the framework of this contract.

**3.2.3 Prohibition of Conflicting Activities:** The supplier shall not engage, and shall cause their personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this contract.

**3.3 Confidentiality:** Except with the prior written consent of the authority, the supplier and its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract, nor shall the supplier and its personnel make public the recommendations formulated in the course of, or as a result of, the contract.

**3.4 Accounting, Inspection and Auditing:** The supplier (i) shall keep accurate and systematic accounts and records in respect of the services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the authority or its designated representative and/or the authority, and up to five years from expiration or termination of this contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the authority or the authority, if so required by the authority or the authority as the case may be.



**3.5 Supplier's Actions Requiring Authority's Prior Approval:** The supplier shall obtain the Authority's prior approval in writing before taking any of the actions that is not in line and spirit of this contract agreement or has any financial and quality implications pertaining to the supply of the goods and services as envisaged in this contract.

**3.6 Reporting Obligations:** The supplier shall submit to the authority the reports and documents as specified from time to time, in the form, within the pre stated time periods. Final reports shall be delivered in CD ROM in addition to the hard copies specified (Appendix B).

**3.7 Equipment and Materials provided by the Suppliers:** Equipment or materials brought into the project location by the supplier and the personnel and used either for the project or personal use shall remain the property of the supplier or the personnel concerned, as applicable.

#### **4. SUPPLIERS' PERSONNEL:**

**4.1 General:** The supplier shall employ and provide such qualified and experienced personnel as are required to carry out the services and supply of goods.

#### **5. OBLIGATIONS OF THE "AUTHORITY"**

**5.1 Assistance and Exemptions:** Unless otherwise specified in the Special Conditions of Contract (SC), the authority shall use its best efforts to ensure that the Government shall:

(a) Provide the supplier and personnel with work permits and such other documents as shall be necessary to enable the supplier or personnel to supply the goods and perform the services.

(b) Provide to the supplier and its personnel any such other assistance as may be specified in the Special Conditions of Contract (SC).

**5.2 Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this contract, there is any change in the applicable laws of India with respect to taxes and duties, which are directly payable by the supplier for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the supplier in performing the services, then the remuneration and reimbursable expenses otherwise payable to the supplier under this contract shall be increased or decreased accordingly by agreement between the parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in clause 6.1(b).

**5.3 Services, Facilities and Property of the "Authority":** The authority shall make available to the supplier and its Personnel, for the purposes of the supply of goods and services any sort of assistance as may be within the powers of the Authority.

**5.4 Payment:** In consideration of the services performed by the supplier under this contract, the authority shall make to the supplier such payments and in such manner as is provided by clause 6 of this contract.

#### **6. PAYMENTS TO THE SUPPLIER:**

##### **6.1 Total Cost of the Services:**

(a) The total cost of the services payable is set forth in Appendix D as per the supplier's proposal to the authority.

(b) Except as may be otherwise agreed under clause 2.6 and subject to clause 6.1(c), payments under this contract shall not exceed the amount specified in Appendix-D.

(c) Notwithstanding clause 6.1(b) hereof, if pursuant to any of the clauses 4.2 (c) or 5.2 hereof, the parties shall agree that additional payments shall be made to the supplier in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in clause 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in clause 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

**6.2 Currency of Payment:** All payments shall be made in Indian Rupees.

**6.3 Terms of Payment:** The payments in respect of the services shall be made as follows:

(a) The supplier shall submit the invoice for payment when the payment is due as per the agreed terms.

(b) If the authority fails to intimate acceptance of the deliverables or its objections thereto, within 21 days of receipt of invoice, the Authority shall release the payment to the supplier without further

delay.

(c) In case of early termination of the contract, the payment shall be made to the supplier as mentioned here with: (i) Assessment should be made about work done from the previous deliverable, for which the payment is made or to be made till the date of the termination. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the supplier in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. (iii) Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

## **7. FAIRNESS AND GOOD FAITH:**

**7.1 Good Faith:** The parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

**7.2 Operation of the Contract:** The parties recognize that it is impractical in this contract to provide for every contingency which may arise during the life of the contract, and the parties hereby agree that it is their intention that this contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this contract either party believes that this contract is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this clause shall give rise to a dispute subject to arbitration in accordance with clause 8 hereof.

## **8. SETTLEMENT OF DISPUTES:**

**8.1 Amicable Settlement:** Performance of the contract is governed by the terms and conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause 8.2 shall become applicable.

**8.2 Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the authority and the supplier, which has not been settled amicably, any party can refer the dispute for arbitration under the Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Authority and the supplier, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

**8.3.** Arbitration proceedings shall be held in Kolkata, India at a mutually agreed upon place and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

**8.4** The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the authority and the supplier. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

## **9. Miscellaneous provisions:**

(i) Nothing contained in this contract shall be construed as establishing or creating between the parties, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on the part of any party to exercise right or power under this contract shall not operate as waiver thereof.

(iii) The supplier shall notify the authority of any material change in their status, in particular, where such change would impact on performance of obligations under this contract.

(iv) The supplier shall at all times indemnify and keep indemnified the authority against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the project.

(v) The supplier shall at all times indemnify and keep indemnified the authority against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Supplier's) employees resulting from or by any action, omission or operation conducted by or on behalf of the supplier.

(vi) All claims regarding indemnity shall survive the termination or expiry of the contract.

## **LIST OF APPENDICES**

### **APPENDIX A – DESCRIPTION OF GOODS AND SERVICES:**

Supply and delivery at site of 4 nos. of Trailers with compartments for Raghunathpur ULBs. Following the specifications as stated below:

#### **Technical Specification of Trailers with compartments**

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### **APPENDIX B - REPORTING REQUIREMENTS:**

The supplier shall report to the authority the following milestones:

- a) Delivery of Trailers with compartments to any of the specified ULB as mentioned in the NIT with all necessary supporting documents.
- b) Evidence and report of completion of trial runs from each of the ULBs post delivery.

### **APPENDIX C – STAFFING SCHEDULE:**

The supplier shall employ and provide such qualified and experienced personnel as are required to carry out the services and supply of goods.

### **APPENDIX D – TOTAL COST OF SERVICES AND PAYMENT SCHEDULE:**

As mentioned in the NIT documents.

### **APPENDIX E - DUTIES OF THE “AUTHORITY”**

As mentioned in clause 5 of this agreement.