



Memo No. SUDA-14012(15)/3/2026-Part (1)/7245

Date: 29.09.2026

REQUEST FOR PROPOSAL (RfP)

for

Supply, Installation, Commissioning, Operation and Maintenance of Cloth Bag Vending Machines (CBVM) at Various Urban Local Bodies (ULBs) in West Bengal, including Comprehensive Annual Maintenance Contract for a Period of 02 (Two) Years

Director, SUDA, for and on behalf of the State Urban Development Agency (SUDA) and Urban Development and Municipal Affairs Department, Government of West Bengal invites e-tender for ‘Supply, Installation, Commissioning, Operation and Maintenance of Cloth Bag Vending Machines at Various Urban Local Bodies (ULBs) in West Bengal, including Comprehensive Annual Maintenance Contract for a Period of 02 (Two) Years’, eligible and experienced manufacturers/OEMs/authorised agencies/firms having experience and acumen in such work as noted below in the eligibility as depicted hereunder for participating in the Bid.

Data Sheet		
1	Name of the Work	Supply, Installation, Commissioning, Operation and Maintenance of Cloth Bag Vending Machines at Various Urban Local Bodies (ULBs) in West Bengal, including Comprehensive Annual Maintenance Contract for a Period of 02 (Two) Years.
2	Quantity and Location	Quantity: 116 Nos. Location: 37 ULBs in four districts, namely Hooghly, Howrah, North 24 Parganas and South 24 Pargana. Details in Section B, Terms of Reference / Scope of Work.
3	Work details & scope of work	Details in Section B, Terms of Reference / Scope of Work
4	Eligibility to participate in the Bid	Proposal may be submitted by interested bidders only as a single entity . Consortium/JV is not allowed. For eligibility, the Bidder shall have: 1. 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 registered under relevant laws of India etc. 2. i) Intending tenderers should produce credentials of a same or similar nature of completed work with Central & State Govt/PSU/ULB/Govt. undertaking of the minimum value of Rs.27.84 lakh 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 or similar nature of completed work with Central & State

		Govt/PSU/ULB/Govt. undertaking each of the minimum value of Rs.20.88 lakh during 5(five) years prior to the date of issue of the tender notice; or, - MOU / Joint Venture/ sub contract in any form will not be allowed or provided in this contract - The Bidder shall be either the Original Equipment Manufacturer (OEM) or an authorized dealer/channel partner of the OEM with with valid Trade License, PAN, and GST. - The prospective bidders should not have been Black Listed from any Government Organization/ Statutory Body etc. during the last 3 (Three) years. - The average annual turnover of the Bidders during the last three financial years should be not less than Rs.34.80 lakh. [Turnover shall mean gross sales or gross revenue, as defined by the Indian Accounting Standards published by the Institute of chartered Accountants of India (ICAI)] - The Bidder must have at least a Registered Office / Corporate Office / Branch Office in Kolkata/ West Bengal. The registered office / Corporate Office / Branch Office in Kolkata/ West Bengal must be able to receive and acknowledge all communications and notices. - All the participating Bidders must have submitted a presentation and live demonstration of the proposed equipment in accordance with the specifications provided in Section B: Terms of Reference and BOQ. The date and place of presentation and demonstration will be communicated to all participating bidders during the technical evaluation stage. Successful completion and clearance of the presentation and demonstration to the satisfaction of the Competent Authority shall be mandatory for technical qualification. Note: Similar nature of work shall mean: - Setting up of machineries for Plastic Reduction system - Automated vending/dispensing machines designed for dispensing consumer-use products through an automated electromechanical/electronic mechanism. - Supply of Equipment for Waste Management System, E-Waste Bin, Sustainable logistic platform, etc.
5	Documents to be produced in support of Credentials for Bid submission	Following documents shall have to be furnished in two separate covers: COVER A: Technical Proposal Covering Letter (Refer Annexure A, No. I)

		b. Average Annual Turnover of the bidder over the last three financial years (2022-23, 2023-24 & 2024-25) certified by a practicing Chartered Accountant (Refer Annexure A, No. II) c. Statement of Legal Capacity (Refer Annexure A, No. III) d. Details about the Bidder (Refer “Structure and Organization” in Annexure A, No. IV) e. Company Certificates like Certificate of incorporation highlighting registration details along with the composition of Board of Directors, OEM certificate /OEM authorization certificate, Trade License and GST Registration No, PAN No. and TAN No. IT returns for last three years. f. Sample Form of Declaration of the Bidder: Declaration that the Bidder or any of its staff had not been at any point of time blacklisted by any Government or its agencies or court of law or any other organization (Please refer Annexure A, No. V). g. Brief of court / legal cases pending, if any. h. Project experience during the period of last 5 years (Refer Annexure A No. VI). i. Credentials of the bidder (Refer Annexure B). 2. COVER B: Financial Proposal a. BOQ. Note: All documents in original shall have to be produced in due course of time as & when asked by State Urban Development Agency (SUDA) / UD&MA Department.
6	Earnest Money Deposit, Security Deposit and Refund	Rs.1.40 lakh 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 the amount (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 “State Urban Dev Agency W B (SUDA)”, from any nationalized bank payable at Kolkata. 1. Forfeiture of Earnest Money Deposit (EMD) against Work: a) If the Bidder withdraws its Proposal during the interval between the Bid Due Date and expiration of the Bid Validity Period. b) If the Successful Bidder fails to provide the Balance Earnest Money (if required) Deposit within the stipulated time or any extension thereof provided by SUDA. c) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect. d) If the Successful Bidder fails within the Specified time limit to sign the Agreement. 2. Forfeiture of Security Deposit against Work:

		If during the term of this contract, the agency/ service provider is in default of the due and faithful performance of his obligations under this contract, the authority shall, without prejudice to its other rights and remedies here under or at the applicable Law, be entitled to call in, retain and appropriate the security deposit. The security deposit shall be appropriated upon termination of contract by the authority for any default. 3. Refund of Security Deposit against Work: - For the successful bidder, the EMD shall be converted into Security Deposit. A total of 10% of the total quoted amount shall be retained as Security Deposit. - To fulfil this requirement an additional 8% will be deducted from the final bill to make the Security Deposit amount equal to 10% of the total quoted value (after adjusting the EMD already converted). - The Security Deposit will be refunded after 3 (three) months from the date of completion of the work/ contract, subject to satisfactory performance. Refund of Earnest Money: The EMD is interest free and will be refundable to the unsuccessful bidders within 15 days of signing of agreement with the Successful Bidder. No interest shall be payable on the Security Deposit.
7	Contract period / Completion of the Project	- The entire work, if awarded for the total quantity specified in the RfP, shall be completed within 60 Calendar Days from the date of acceptance of the Work Order. - However, the Authority reserves the right to issue the Work Order for the entire quantity or for a part thereof, depending upon the availability, identification and finalisation of sites by the concerned ULB/SUDA and other project requirements. The Bidder shall have no claim for award of the entire quantity specified in the RfP. - In case the Work Order is issued for part quantity, the time period for completion of such work shall be mutually determined and agreed upon by the Authority and the successful bidder, taking into consideration the quantity awarded, number and location of sites, site readiness and other relevant conditions. The mutually agreed timeline shall be specified in the respective Work Order and shall be binding upon the successful bidder. - The Authority may subsequently issue additional/remaining quantity, subject to site finalisation, administrative approval and other applicable conditions of the RfP/Contract. The completion period for such additional/remaining quantity shall be specified in the respective Work Order, as applicable.
8	Cost Price of Bid Document	Nil
9	Goods and Service Tax (GST)	The Bidder should include GST in the cost of products/services.

10	Currency	Bidder shall express the price of their assignment/job in Indian Rupees.
11	Tender Schedule as follows:	
Sl. No.	Particulars	Date and Time
A.	Date of uploading of Bid Document and (Online Publishing Date)	29.09.2026 at 03:00 pm
B.	Pre-Bid meeting	05.10.2026 at 01:00 pm at 2 nd floor Conference room - SUDA, Sector-3, Kolkata-106
C.	Bid submission starting	29.09.2026 at 03:00 pm
D.	Bid Submission closing (Bid Due Date)	14.10.2026 at 03:00 pm
E.	Bid opening date for Technical Proposals	16.10.2026 at 03:00 pm
F.	Date of communicating list for Technically Qualified Bidders	To be notified
G.	Date of Opening of Financial Proposal	To be notified
H.	Date of issuance of Work Order / Signing of Agreement	To be notified
Note: The last date of bid submission and the bid opening date are subject to change based on the availability of slots in the e-tender portal. All bidders are advised to refer to the e-Tender Summary Sheet for confirmation of both dates.		
12	Bid Validity	180 Days from the last date of bid submission
13	Bid Document	A complete proposal document consists of 2 parts. These are: 1. Part-I containing: Section A: Instruction To the Bidders Section B: Terms of Reference / Scope of Work Section C: Conditions and requirements for bidding Section D: Definitions and Interpretations AND 2. Part-II containing list of documents and credentials possessed by applying agency to be provided namely: Annexure A - Qualification Application - Financial Statement - Statement of Legal Capacity - Details about the Bidder - Sample Form of Declaration - Credential Summary - TECHNICAL COMPLIANCE STATEMENT - OEM AUTHORISATION FORMAT - TECHNICAL DATA SHEET - SERVICE SUPPORT DETAILS

		XI. SAMPLE / DEMONSTRATION Annexure B Credential Certificate along with work order copy Annexure C Financial Proposal submission form Annexure D Press Advertisement inviting proposal Annexure E: Standard Contract Document
14	Bid Evaluation	Detailed Bid Evaluation Criteria is given in the data sheet, Sl. No. 16. The Method of selection will be Least Cost Selection (LCS) Method . The client / Authority will select the Bidder with the lowest evaluated total price and rank the Bidders accordingly.
15	Form of Financial Proposal	Financial Bid shall be (as per BOQ) offered by the Bidder for undertaking the work & services as mentioned in this document.
16	Bid Evaluation Criteria	All the Bidders will be technically qualified if: i. Complies with the Eligibility Criteria as mentioned in Sl No 4 to the satisfaction of the Authority ii. Has submitted all the required statutory and non-statutory document as is required or as is mentioned in this NIT iii. The Technical proposal does not contain any reference to the financial proposal. iv. The Bidder has submitted EMD v. Demonstration, wherever required. The Bidder shall submit the demo of the proposed equipment, in accordance with the specifications provided in Section B: Terms of Reference. <i>The date and place of v. demonstration will be communicated to all participating bidders during the technical evaluation stage. Presentation of the proposed items is mandatory.</i> vi. The technical proposal is unconditional The Financial proposal of all the Bidders who qualify on technical parameters shall be opened and based on the lowest price offered; the L1 bidder shall be selected.
17	Bid System and Tender Processing	Two Bid System – Technical & Financial Through e-Tender Portal: https://tenders.wb.gov.in/
18	Withdrawal of Bid	A Bid once submitted shall not be withdrawn within the validity period.

19	Acceptance of Bid	State Urban Development Agency (SUDA), reserves the right to accept or reject any or all proposals without assigning any reason thereto. SUDA reserves the right to withdraw from the process or any part thereof, to accept or reject any/ all offer(s) at any stage of the process and/or modify the process or any part thereof or to amend any terms without assigning any reasons. Since this is an e-tendering process, all the required documents are to be submitted through online only . SUDA shall not entertain any other mode of submission (post/courier/fax etc.) of proposal other than e-tender mode except the sample product.
20	Intimation	The qualified Bidder(s) will be notified through email of the acceptance of their Bid. If at any time during the evaluation process, SUDA requires any clarification, they reserve the right to request such information from any or all of the agencies and the agencies will be obliged to provide the same within a reasonable timeframe. SUDA may also call for a presentation on the proposal from any or all of the Bidders who have submitted their proposals.
21	Influence	Any attempt to exercise undue influence in the matter of acceptance of Bid is strictly prohibited and any Bidder who resorts to this will render their Bid liable to rejection.
22	Name and address of the Tender Inviting Authority (TIA)	Director, State Urban Development Agency (SUDA), ILGUS Bhawan, HC Block, Sector III, Bidhannagar, Kolkata – 700106
23	Execution of Work	Bidders are liable to execute the service as mentioned in “Terms of Reference / Scope of Work” in Section-B.
24	Evaluation	Opening of Bid: - Proposals will be opened by SUDA electronically from the website using Digital Signature Certificate. Cover (folder) of statutory documents shall 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 tender will summarily be rejected. Decrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded and handed over to the Bid Evaluation cum Tender Committee. Scrutiny of proposal, evaluation of the same and recommendation thereafter will be made by SUDA.
25	Disqualification	A proposal that has been found to be incomplete in content or attachments or authenticity shall not be considered for the purpose of qualification. If any information (false/ unacceptable) is received by SUDA after the Bidder has been qualified to receive the Request for Proposal, SUDA reserves the right to reject the Bidder at that time or at any time after such information becomes known. The bidders not satisfying the requisite qualification criteria specified in the above sections are not eligible.

26	Execution / Entering into Contract	• SUDA shall issue a Letter of Intent (LOI) / Letter of Acceptance (LOA)/Work order to the selected Bidder(s) based on the selection criteria. • The bidder/(s) will sign the contract after fulfilling all the formalities/pre-conditions, within 15 days of issuance of the Letter of Intent / Letter of Acceptance /Work order. • The Bidder is expected to commence the Assignment/job on the date and at the location as mutually agreed upon.
27	Special Terms and conditions	i. This notice constitutes no form of commitment on the part of SUDA other than to provide further information on the specific tasks to be undertaken as part of the proposal. Furthermore, this notice confers neither the right nor an expectation on any party to participate in the proposed process. Mere submission of proposal shall not entitle the participant for being shortlisted. ii. The Bidder shall bear all costs associated with the preparation and submission of the proposal. SUDA shall not, under any circumstances, be responsible or liable for any such costs, whether direct, incidental or consequential. iii. Only the courts at Kolkata (with exclusion of all other courts) shall have the jurisdiction to decide or adjudicate on any matter, which may arise out of or in connection with the bidding procedure. iv. Intending bidder may download the tender document from the website http://tenders.wb.gov.in directly by the help of Digital Signature Certificate as necessary through e-Filling. Scanned copy of credentials to be submitted, details of which have been narrated in Section A under “Instruction to Bidders”. Technical Bid & Financial Bid both will have to be submitted concurrently duly digitally signed in the website http://tenders.wb.gov.in as per Tender Schedule. v. Prospective Bidders are advised to note carefully the minimum qualification criteria as mentioned in ‘Instructions to Bidders’ before bidding. vi. At any stage of bid process and before issuance of the LOI / LOA/work order, the bid inviting authority may verify the credential & other documents with the original of the lowest bidder if found necessary. After verification, if it is found that such documents submitted by the lowest bidder is false or misleading; in that case, LOI / LOA/ work order will not be issued in favor of the bidder under any circumstances and if issued it will be withdrawn with necessary consequences under law. Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person shall, while uploading any tender for and on behalf of such company or firm, invariably upload a copy of registered

		power of attorney showing clear authorization in his favor, by the rest of the directors of such company or the partners of such firm, to upload such tender.
28	Confidentiality	Information relating to evaluation of Proposals and recommendations concerning the selection of Consultant / Bidder shall not be disclosed to the Consultants / Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the executed Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer / Authority's antifraud and corruption policy.
29	Number of Proposals	A Bidder can submit only one proposal. If multiple proposals are submitted, all the proposals shall be out-rightly rejected.

Sd/-
DIRECTOR, SUDA

SECTION – A
INSTRUCTIONS TO BIDDERS

I. General Guidance for e-tendering

Instructions/ guidelines for bidders for electronic submission of the proposals have been enclosed for assisting them to participate in e-tendering.

II. 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 <http://tenders.wb.gov.in>. The bidder is to click on the link for e-tendering site as given on the web portal.

III. Digital Signature Certificate (DSC)

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the service provider of the National Informatics Centre (NIC) or any other bonafide service provider on payment of requisite amount. Details are available at the Website stated in Clause II of Instructions to Bidders. DSC is given as a USB e-Token.

IV. The Consultants / Bidders can search and download the Tender Documents electronically from computer by logging on to the website mentioned in Clause-II above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

V. Submission of Proposal

Proposals are to be submitted through online to the website stated in Clause II in one folder at a time before the prescribed date and time using the Digital Signature Certificate (DSC). The documents to be uploaded should be virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

The proposal should contain scanned copies of the following further two covers (sub folders):

A. Statutory Cover Containing

1. Prequalification Document

- i. Qualification Application (Annexure A, No. I)

2. Technical Document (To be filled, scanned and uploaded as multiple page scanned file)

- i. Financial Statement (Annexure A, No. II)
- ii. Statement of Legal Capacity (Annexure A, No. III)
- iii. Details about the Bidder (Annexure A, No. IV)

NOTE: Bidders must ensure that the e-mail Id provided in the Registered Office Address is the same with which they have registered at the e-procurement portal (<http://tenders.wb.gov.in>).

The bidder should not be under active prosecution for criminal offence, liquidation, court receivership or similar proceedings. It may please be noted that non provision of this declaration in this Bid **may lead to rejection** of the same.

1. Declaration that the Bidder or any of its / their staff had not been at any point of time **blacklisted** by any Government or its agencies or court of law or any other organization (Annexure A, No. V)
2. Brief of **court / legal cases** pending, if any.

B. Non-Statutory Cover Containing / My Space

1. **Certificates:** GST Registration No, PAN No., TAN No, Income Tax return for last three years, **(Scanned copies to be provided)**.
2. **Organisation Details:** Registration details along with the composition of Board of Directors or details of lead partner or governing authority or trust as the case may be. It is to be noted that depending upon the legal nature of the bidder, the corresponding documents need to be submitted.
3. **Credentials:** Summary of credentials during the period of **last 05 years** along with documentary evidence. (Annexure A, No. VI) and Annexure B

Intending Bidders should upload above documents as per following folders in My Documents

NOTE: Bidder must ensure that they upload documents in black and white & resolution (DPI) of the scanned document should not exceed 300 DPI.

➤ List of Documents to be uploaded in My Documents (Non-Statutory Folder)

- (i) Covering letter.
- (ii) Company/firm registration certificate.
- (iii) PAN.
- (iv) GST certificate.
- (v) Audited financial statements/CA-certified turnover statement.
- (vi) Work orders/completion certificates for similar works.
- (vii) OEM authorisation, wherever applicable.
- (viii) Technical literature/catalogue.
- (ix) Detailed technical compliance statement.
- (x) Details of proposed machine.
- (xi) Details of Cloth bag specifications.
- (xii) Warranty commitment.
- (xiii) AMC commitment.
- (xiv) Service support details.
- (xv) Details of manpower/service network.
- (xvi) Non-blacklisting declaration.
- (xvii) Bidder's declaration.

(xviii) Any other document specified in the NIT.

Note: - Failure of submission of any of the above-mentioned documents will render the tender liable to summarily rejected.

All Corrigendum & Addendum Notices, if any, have to be digitally signed & uploaded by the Bidder in the Declaration Folder of My Documents.

VI. Qualification Criteria:

The Bidders must meet the following criteria:

- A. General Criteria:** As mentioned in Data Sheet
- B. Technical Criteria:** As mentioned in Data Sheet
- C. Financial Criteria:** As mentioned in Data Sheet

VII. Evaluation of Bid

Opening of Bid

- Proposals will be opened electronically from the website using Digital Signature Certificate.
- Decrypted (transformed in to readable formats) documents will be downloaded and handed over to the officials for evaluation.

Evaluation:

- Cover (sub-folder) of statutory documents shall 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 tender will summarily be rejected.
- Scrutiny of proposal and recommendation thereafter will be made by the Bid Evaluation cum Tender Committee.

Uploading of summary list of technically qualified bidders-

- Pursuant to scrutiny and decision of the Bid Evaluation cum Tender Committee, the summary list of eligible bidders will be uploaded in the web portals.
- During the process of evaluation, Bid Evaluation cum Tender 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.
- Any document found to be incomplete in content or attachments or authenticity shall not be considered for the purpose of qualification.
- If any information (false/ un acceptable) is received by Bid Evaluation cum Tender Committee after the Bidder has been qualified to receive the Request for Proposal, the Bid Evaluation cum Tender Committee reserves the right to reject the Bidder at that time or at any time after such information becomes known to Bid Evaluation cum Tender Committee.

Bidders not satisfying the requisite qualification criteria specified in the above sections are not eligible.

Sd/-
DIRECTOR, SUDA

Section B
Terms of Reference / Specification & Scope of Work

1. BACKGROUND:

The Government of West Bengal, through the Department of Urban Development & Municipal Affairs and SUDA, is implementing various initiatives for improving municipal solid waste management and promoting environmentally sustainable practices in Urban Local Bodies.

Availability of environmentally friendly bags at convenient locations can encourage citizens and vendors to shift from conventional plastic carry bags towards certified Cloth alternatives.

Accordingly, SUDA proposes to establish **Cloth Bag Vending Machines** (CBVM) at selected locations in ULBs. The machines are intended to provide controlled and convenient dispensing of Cloth bags to citizens/vendors.

The proposed intervention may include automated/manual dispensing, digital payment/QR-based payment, quantity monitoring and remote monitoring features, depending upon the approved technical configuration.

2. OBJECTIVE OF THE RfP:

The principal objectives of the procurement are:

- a. To establish vending facilities for certified Cloth bags at selected public locations.
- b. To facilitate convenient access to Cloth bags for citizens and vendors.
- c. To encourage reduction in the use of conventional single-use plastic bags.
- d. To ensure controlled and accountable dispensing of bags.
- e. To provide a durable, user-friendly and tamper-resistant vending system.
- f. To establish an effective mechanism for monitoring machine functionality and availability.
- g. To ensure uninterrupted operation through comprehensive maintenance support.
- h. To create a scalable model which may subsequently be replicated across other ULBs.

3. SCOPE OF WORK

The selected bidder shall be responsible for the complete execution of the work from supply to commissioning and maintenance.

The scope shall include, but not be limited to, the following:

Particulars	Details
A. Design and Supply	(i) Design/manufacture/supply suitable Cloth Bag Vending Machines. (ii) Supply all accessories, components, mounting arrangements and ancillary items required for complete operation. (iii) Supply machines suitable for the proposed installation environment. (iv) Ensure that the machines are new, unused and of current production. (v) Provide necessary operating manuals and technical documentation.

Particulars	Details
	(vi) Provide all necessary electrical/electronic accessories required for commissioning.
B. Transportation and Installation	(i) Transport the machines to the locations identified by SUDA/concerned ULB. (ii) Carry out unloading, shifting and installation. (iii) Provide necessary mounting/fixing arrangements. (iv) Connect the machine to the available power supply, wherever applicable. (v) Ensure safe and weather-resistant installation. (vi) Carry out testing before commissioning
C. Commissioning	(i) Test each machine after installation. (ii) Demonstrate all functional features to representatives of SUDA/ULB. (iii) Rectify defects noticed during testing. (iv) Obtain commissioning/acceptance certification from the designated authority. (v) Submit machine-wise commissioning reports.
D. Cloth Bags	The bidder shall supply Cloth bags conforming to the applicable statutory requirements and relevant Indian standards/certification requirements. The bags shall: • Be genuinely Cloth and appropriately certified; • Be free from conventional plastic; • Be suitable for the intended application; • Be supplied in appropriate packaging; • Carry required identification/markings; • Bag Size: 9x12, 11x14, 13x16, 16x20 inches with Standard thickness and quality. • Cloth bag priced will be given separately as per the requirement.
G. Training	The agency shall provide necessary training to designated personnel of the ULB/SUDA regarding: Operation; Bag loading/refilling; Basic troubleshooting; Cleaning; Safety; Monitoring; Reporting of breakdowns etc
H. Warranty and AMC	• Warranty: Minimum 1 year from successful commissioning • CMC: 2 years after commissioning/ warranty period, as applicable

4. Technical Specifications:

A. General

Particulars	Details
Type of machine	Automatic

Particulars	Details
Items dispensed	Cloth Bags
Bag size for loading	Regular
Bag fold	With fold
Type of loading	Spiral (motorised, multi-row)
Visibility window	Yes
Pre-programmable facility	Available
“No Stock” message display	Available
Automatic coin return (out of stock)	Yes
Vend detection	LiDAR-based multi-zone sensor
Sales data retrieval	Yes
Device status monitoring	Through Central Dashboard
Device stock monitoring	Through Central Dashboard (live, all machines)
Low / No stock alert	Through Central Dashboard
Certifications	CE, ISO 9001, ISO 14001 & ISO 45001
Warranty	1 Year

B. Construction

Particulars	Details
Material	Steel
Item dispense	Cloth Bags & Cloth Carry Bags
Product holding capacity	Minimum 100
Metal enclosure	1 – 1.2 mm MS, Powder Coated

C. Dimension

Particulars	Details
Width	800 – 1200 mm
Height	800 – 1400 mm
Depth	100 – 200 mm
Weight (approx.)	35 – 50 kg

D. Payment System

Particulars	Details
Cash acceptance	Yes
Payment method	UPI, Google Pay, PhonePe, Coin
Coin acceptance	INR coins of all denominations – 1, 2, 5, 10
Multiple coin accept	Yes
Dynamic UPI QR	Fixed-price QR on display; auto-updates when price changes
Offline coin vending	Yes – vends without internet, auto-reconciles on reconnect

Direct settlement	Per-operator payment gateway; collections settle to operator's own bank account
Payment integrity	One payment = one dispense (no double vend / double charge)

E. Central Dashboard (Cloud Platform)

Particulars	Details
Set payment / price remotely	Yes
Set stock remotely	Yes
Livestock monitoring – all machines	Yes (real-time, online)
Low-stock & out-of-stock alerts	Yes
Real-time transaction feed	Yes
Remote controls	Maintenance / Restart / Refresh / Manual dispense
Machine status	Online / Offline / Maintenance / Out-of-stock / Out-of-service / Coin-only
Auto-discovery & one-click registration	Yes
Inventory audit trail	Yes
Role-based access	Admin / Sub-admin / Vendor (data isolated)
OTA firmware updates	Yes (controller + connectivity module)
All report logs	Available through Central Web Dashboard

F. Connectivity

Particulars	Details
Connectivity	Dual – 4G (LTE) SIM-based cellular + Wi-Fi (4G mandatory, no 2G)
Secure link	Encrypted (TLS / HTTPS)
Remote hardware-layout configuration	Yes
Connectivity	Dual – 4G (LTE) SIM-based cellular + Wi-Fi (4G mandatory, no 2G)

G. Interface

Particulars	Details
Display	Graphical display – scannable QR code & status messages
Status messages	Insert Coin, Out of Service, Maintenance, No Stock
All report logs	Available through Central Web Dashboard

H. Power

Particulars	Details
Power consumption	60 Watt (typical), ≤ 100 W
Frequency of power supply	50 Hertz

Power supply	230 Volt AC
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I. Reliability & Security

Particulars	Details
Auto-recovery on restart / reconnect	Yes
State & count retention across restarts	Yes — stock, coin / sales totals & maintenance state retained (no loss of count)
Watchdog auto-reboot	Yes
Out-of-service safety net	Yes
Encrypted machine link & stored credentials	Yes
Exactly-once payment processing	Yes

5. SITE REQUIREMENTS:

The machines shall be installed at locations identified by SUDA/concerned ULB.

Possible locations may include:

- Municipal markets;
- Vegetable/fish/meat markets;
- Municipal offices;
- Public utility premises;
- Community facilities;
- Bus terminals;
- Other public locations;
- Any other location identified by the competent authority.

The bidder shall inspect the proposed locations, wherever necessary, before installation.

The bidder shall be responsible for proper installation and shall coordinate with the concerned ULB regarding access, electrical connection and other site requirements.

6. IMPLEMENTATION SCHEDULE

The selected bidder shall complete the **supply, installation, testing, commissioning and handing over of 300 (Three Hundred) machines** within the overall period specified in the Work Order, subject to the following indicative implementation schedule:

• Indicative Timeline

SN	Activity	Cumulative Timeline
(i)	Confirmation/Finalisation of Sites	Within 7 Calendar Days from the date of Work Order
(ii)	Supply of Machines	Within 40 Calendar Days from the date of Work Order, preferably in batches as per site readiness

(iii)	Installation of Machines	Within 50 Calendar Days from the date of delivery of the respective machines at the designated sites
(iv)	Testing & Commissioning	Within 60 Calendar Days of completion of installation at the respective sites
(v)	Training of designated personnel	Before commissioning/handing over of the respective machines

- The bidder shall undertake **progressive supply and installation** of the machines at the identified sites so as to ensure completion of the entire work within the stipulated period of **60 Calendar Days** from the date of acceptance of the Work Order.
- The above timeline shall be subject to site readiness and finalisation of sites by the concerned ULB/SUDA. In case the Work Order is issued for **part quantity**, the implementation schedule may be suitably modified, and the timeline for such partial quantity shall be **mutually determined by the Authority and the successful bidder** based on the quantity awarded, number and location of sites and site readiness. The timeline so determined shall be incorporated in the respective Work Order and shall be binding upon the bidder.

7. INSPECTION AND ACCEPTANCE

- SUDA/ULB shall have the right to inspect the machines before dispatch, during installation or after commissioning.
- The bidder shall provide samples/prototypes, if requested.
- Any machine found defective or not conforming to the specifications shall be rejected.
- The bidder shall replace/rectify the defective machine/component at its own cost.
- Final acceptance shall be issued only after successful installation, testing and commissioning.
- Payment shall be released to successful completion and acceptance as specified in the payment schedule.

8. WARRANTY

The bidder shall provide a minimum **1 (One) year comprehensive warranty** from the date of successful commissioning/acceptance of each machine.

During the warranty period:

- Manufacturing defects shall be rectified free of cost.
- Defective components shall be repaired/replaced.
- Service visits required due to machine malfunction shall be free of cost.
- Software/firmware defects shall be rectified, wherever applicable.
- The bidder shall ensure proper functioning of the machine.

The warranty shall not exclude defects attributable to normal operation of the machine.

9. COMPREHENSIVE AMC – 2 YEARS

After completion of the warranty period, where separately provided in the BOQ, the bidder shall provide **Comprehensive Annual Maintenance Contract for 2 (Two) Years**.

The AMC shall include:

- (i) Preventive maintenance.
- (ii) Corrective/breakdown maintenance.
- (iii) Labour and service charges.
- (iv) Replacement of defective components due to normal operation.
- (v) Electrical/electronic component maintenance.
- (vi) Dispensing mechanism maintenance.
- (vii) Display/user-interface maintenance.
- (viii) IoT/GSM/software support, where applicable.
- (ix) Periodic inspection and servicing.
- (x) Cleaning and functional checks.
- (xi) Necessary firmware/software updates.
- (xii) Technical support.

Unless specifically excluded in the BOQ, no additional payment shall be made for routine maintenance required to keep the machine operational.

10. SERVICE LEVEL AGREEMENT (SLA)

The selected agency shall maintain the following minimum service levels:

Service	Requirement
Complaint acknowledgement	Within 4 hours
Remote troubleshooting	Within 24 hours
Site visit for breakdown	Within 48 hours
Resolution of normal breakdown	Within 72 hours
Critical breakdown	Earliest possible time and preferably within 48 hours
Preventive maintenance	At least once every quarter
Machine uptime	Minimum 95% during AMC period

In case a machine remains non-functional beyond the permitted downtime, SUDA/ULB may impose penalties as specified below.

11. PENALTY

In case of failure on the part of the selected bidder to maintain the stipulated service level, response time, uptime and maintenance obligations during the AMC period, the Competent Authority shall be entitled to impose penalty as specified below:

SN	Default / Failure	Penalty
(i)	Failure to attend/commence rectification of a reported fault within 24 hours of receipt of complaint	₹250/- per machine per day beyond the permissible response period
(ii)	Failure to restore a machine to operational condition within 72 hours from reporting of the fault, excluding delays attributable to the Authority/ULB or other reasons beyond the bidder's control	₹250/- per machine per day until restoration.
(iii)	Failure to carry out scheduled preventive maintenance within the prescribed schedule	₹500/- per machine per missed maintenance cycle
(iv)	Repeated breakdown of the same machine, i.e. 3 or more breakdowns in a month	Written notice for corrective action and replacement/rectification of

		defective components, as directed by the Authority
--	--	--

Repeated failure may result in:

- Warning;
- Recovery of penalty;
- Withholding of payment;
- Replacement of machine;
- Termination of AMC;
- Other action as permissible under the contract.

The penalty shall be calculated based on the actual period of default and may be recovered from the AMC bills, security money or any other dues payable to the bidder.

The **maximum aggregate penalty shall be limited to 20% (Twenty Percent) of the total CMC value** for the relevant contract/CMC period.

Where the machine remains non-functional for a prolonged period or the bidder repeatedly fails to maintain the stipulated service level, the Competent Authority may, in addition to the above penalty, direct the bidder to replace the defective machine/component at no additional cost or take such other contractual action as may be permissible under the RfP/Agreement.

No penalty shall be imposed for any period during which the failure is attributable to the Authority/ULB, non-availability of site/access, force majeure, or any other reason demonstrably beyond the control of the bidder.

12. PAYMENT TERMS

Payment shall be released against successful completion and certification of the relevant milestone. Indicative payment structure:

SN	Activity	Time
(i)	Supply, Installation & Commissioning	• 80% after successful supply, installation, testing and commissioning of the machines and certification by the competent authority. • 10% after successful completion of the initial operational/acceptance period. – After 3 months from the installation. • 10% against warranty/retention conditions as specified in the Work Order. – After 1 year of Completion.
(ii)	Comprehensive Annual Maintenance Service - CMC	CMC payment may be released: Quarterly; or Half-yearly; or Annually, as specified in the Work Order. • Subject to satisfactory performance and certification by the competent authority. • The final payment arrangement shall be specified in the Work Order.

		All payments shall be subject to statutory deductions including applicable TDS and other deductions.
(iii)	TAXES AND STATUTORY DEDUCTIONS	The bidder shall be responsible for payment of all applicable taxes, duties, cess, levies and statutory obligations in accordance with prevailing laws. Applicable TDS/GST-TDS or other statutory deductions shall be made from payments as per applicable rules.

13. GENERAL CONDITIONS

- (i) SUDA reserves the right to accept or reject any or all bids without assigning any reason.
- (ii) SUDA may increase or decrease (+/-) 25% of the total the quantity depending upon requirement and availability of funds.
- (iii) No bidder shall have any claim for compensation on account of such variation.
- (iv) The bidder shall be solely responsible for correctness of information submitted.
- (v) Any false declaration may lead to cancellation of bid/contract.
- (vi) The bidder shall comply with all applicable laws.
- (vii) All disputes shall be subject to the jurisdiction specified by SUDA.
- (viii) The decision of the competent authority shall be final and binding in matters relating to evaluation, subject to applicable rules.
- (ix) Any clarification required by the bidder shall be sought through the prescribed e-Tender mechanism.

14. OTHERS TERMS AND CONDITIONS

SN	Activity	Time
(i)	INTELLECTUAL PROPERTY AND SOFTWARE	Where software/IoT/dashboard is supplied as part of the system: - The bidder shall provide necessary user access to SUDA/ULB. - The bidder shall ensure continued functionality during the contractual period. - Necessary software updates required for operation shall be provided. - The bidder shall not use data collected through the system for unauthorised commercial purposes. - All data generated through the project shall be handled in accordance with applicable law and contractual requirements.
(ii)	DATA AND REPORTING	The bidder shall submit periodic reports containing, as applicable:

SN	Activity	Time
		- Machine-wise operational status; - Number of bags dispensed; - Stock position; - Machine downtime; - Breakdown details; - Service visits; - Preventive maintenance undertaken; - Complaints received/resolved; - Payment/transaction information, where applicable; - Other performance indicators. Reports shall be submitted monthly or at such intervals as directed by SUDA/ULB.
(iii)	OPERATIONAL RESPONSIBILITY	Unless otherwise specifically stated in the Work Order: - The bidder shall be responsible for technical operation and maintenance of the machine. - The concerned ULB may be responsible for routine supervision and coordination. - Replenishment of Cloth bags shall be undertaken by the agency/ULB as specified in the BOQ and Work Order. - Responsibility for collection of revenue from bag dispensing, if applicable, shall be clearly defined before commencement.
(iv)	INSURANCE AND LIABILITY	The bidder shall be responsible for: - Safe transportation of equipment. - Damage/loss during transportation. - Installation-related safety. - Safety of its personnel. - Damage caused to public/private property due to negligence of the bidder. Compliance with applicable labour and safety regulations
(v)	CLOTH BAG REFILLING	The agency shall ensure that the vending machine remains adequately stocked during the period for which replenishment is included in its scope. The refill process shall: - Be carried out by authorised personnel. - Maintain proper stock records. - Prevent contamination/damage of bags. - Ensure correct bag size and type. - Record refill quantity and date.
(vi)	HANDING OVER	After successful commissioning, the bidder shall hand over the machine/system along with:

SN	Activity	Time
		1. User manual. 2. Maintenance manual. 3. Warranty certificate. 4. Asset identification number. 5. Machine serial number. 6. Electrical/technical drawings, wherever applicable. 7. Software/dashboard credentials. 8. Spare parts list. 9. Preventive maintenance schedule. 10. Commissioning certificate. 11. Training certificate, wherever applicable.
(vii)	Liquidated Damages	a) The agency shall complete the entire work, including supply, installation, testing, commissioning, demonstration and handing over, within the stipulated period. b) In case of failure to complete the work within the stipulated time, Liquidated Damages (LD) shall be levied at the rate of 1% (one percent) of the contract value for each week or part thereof of delay, subject to a maximum of 10% (ten percent) of the contract value, in accordance with the prevailing norms. c) If the cumulative compensation damage amount exceeds 10% of the Contract Value, the authority may Terminate the contract agreement and forfeit the EMD and Security Deposit. d) The Liquidated Damages shall be recovered from the running account bills or from the security deposit of the contractor. Levy of LD shall not absolve the contractor from the responsibility of completing the work, nor shall it prejudice the right of the Authority to take any other action as deemed fit under the contract, including rescission of the Work Order for prolonged or unjustified delay. However, no Liquidated Damages shall be imposed for delays attributable to the Authority or due to force majeure conditions, subject to satisfaction and approval of the Competent Authority.
(viii)	Termination of the contract	a) The Authority reserves the right to terminate the contract, in whole or in part, at any time during the contract period, by issuing a written notice to the contractor, if the contractor fails to

SN	Activity	Time
		commence or complete the work within the stipulated time, violates any terms and conditions of the contract, or delivers unsatisfactory performance or workmanship. b) In such event, the Earnest Money Deposit / Security Deposit shall be liable to be forfeited, and the balance work, if any, may be executed through another agency at the risk and cost of the contractor. Termination of the contract shall be without prejudice to the Authority's right to recover Liquidated Damages or any other dues as per the contract.
(ix)	Blacklisting / Debarment due to Repeated Non-Compliance with Service Response Time (as per GFR 2017 / State Finance Rules):	a) Non-adherence to the stipulated service response time during the contract period shall constitute a breach of contract. If such failure occurs on three (03) or more occasions, the same shall be treated as repeated non-compliance. b) In such cases, the Competent Authority may initiate action in accordance with the provisions of General Financial Rules (GFR) 2017 / applicable State Finance Rules, after giving the bidder an opportunity to be heard. Upon due examination, the Authority may impose penalties, terminate the contract, and/or debar/blacklist the bidder for a period up to two (02) years, depending on the gravity of the default. c) The decision of the Competent Authority in this regard shall be final and binding, without prejudice to any other remedies available under the contract or under law.
(x)	FORCE MAJEURE	Neither party shall be liable for failure to perform its obligations due to events beyond reasonable control, including natural calamities, war, riots, governmental restrictions, epidemic/pandemic situations or other events recognised as force majeure under applicable law. The affected party shall promptly notify the other party and provide appropriate supporting documents.
(xi)	Special Terms & Condition	a) No cost escalation will be entertained

SN	Activity	Time
		b) Payment will be made as per availability of fund. No claim for delay of payment due to non-availability of fund will be entertained. c) If any accident or loss to property results from such activity the bidder will have to mend it at his own cost and will indemnify SUDA against it. d) Without written consent of SUDA the selected bidder should not share the capture image or data with any third party.
(xii)	Special Terms & Condition-Machineries	(i) The machines shall be aesthetically suitable for installation in public places. (ii) The bidder shall ensure that the machine does not pose any electrical or mechanical hazard to users. (iii) All exposed electrical components shall be appropriately protected. (iv) The machine shall have proper identification/asset numbering. (v) SUDA may prescribe branding/ colour scheme/communication material. (vi) No advertisement/commercial branding shall be displayed on the machine without prior approval of SUDA. (vii) Any proposed change in the approved model/specification shall require prior written approval. (viii) Substitution of equipment with an inferior model shall not be permitted. (ix) All machines shall be delivered with necessary documentation and accessories.

15. Human Resource:

- a. The agency shall, during the contract period, have requisite staff/representatives as required to run the job and to be responsible for all necessary exchange of information required for performing operations and providing services under this contract.
- b. The agency shall be responsible for health safety measures of his workers.
- c. The agency shall comply with all the provisions of the laws regarding deployment of labour under the contract. It shall be the liability and responsibility of the agency to implement the provisions of Acts; the Contract Labour (Regulation and Abolition) Act, 1970, the Minimum Wages Act, 1948 and the Workmen's Compensation Act, 1923. In addition, to followings:
- d. The agency shall not employ in connection with the operations and services under

this contract any person of less than 18 years' age.

- e. At all times during continuance of the contract, the agency shall abide by all existing and future Labour enactment and rules made there under, regulations, notifications and bye-laws of the Central, State or Local Government. The agency shall keep the ULB indemnified in case any action is taken against the ULB by any Authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments.
- f. The agency shall keep all records desired under the said labour laws, submit periodical returns to the respective statutory Authority. The agency shall in respect of labour employed by him comply with or cost to be complied with provisions of the various labour laws and the Rules and Regulations as applicable to them in regards to matters provided there in.
- g. The agency shall obtain the license in accordance with the Rules and Provisions of Contract Labour (Regulation and abolition) Act, 1970 and adhered all terms and condition stipulated therein, if applicable.
- h. The agency shall pay the staff deployed by him under this contract as per the minimum wages act in force and amendments.

16. Events of Default:

An event of default on the part of the agency, which results from the agency being unable to fulfill his service obligations under the contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:

(a) The agency:

- i. Fails to provide the Balance Earnest Money Deposit within the stipulated time or any extension thereof provided by SUDA.
- ii. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
- iii. Fails within the Specified time limit to sign the Agreement.
- iv. Has repudiated the contract.
- v. Without reasonable excuse has failed to commence operations in accordance to the conditions of contract and/or failed to complete the activities/operations within the time stipulated for completion of the contract.

(b) Gross misconduct of the agency:

- i. Despite previous warning from the Competent Authority, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the contract;
- ii. The agency persistently fails to follow good operating practices in execution of the contract;
- iii. The agency stops providing all services or part of services without authorization from the Competent Authority;
- iv. The Competent Authority gives notice that failure to correct a particular defect is a fundamental breach of contract and agency fails to correct it within a reasonable period of time determined by the Competent Authority;
- v. If the agency is in breach of any law or statute governing the operations.
- vi. The agency, in the judgment of the authority, has engaged in corrupt and fraudulent practices in competing for or in carrying out the operations under the contract.

17. Termination of contract due to event of default by Agency:

a) Without prejudice to any other right or remedy which SUDA may have in respect thereof under this contract, upon the occurrence of agency's Event of Default, the SUDA may, subject to the provisions of this contract, terminate this contract in the manner as set out under:

- i. If SUDA decides to terminate this contract upon the occurrence of agency's Event of Default, in the first instance, he shall issue preliminary notice to the agency. Within fifteen (15) days of receipt of preliminary notice, the agency shall submit to SUDA through the Competent Authority in sufficient detail, the manner in which he proposes to cure the underlying Event of Default. In case of non- submission of the agency's proposal to rectify within the said period of fifteen (15) days, SUDA shall be entitled to terminate this contract by issuing termination notice and forfeited EMD, security deposit (SD). If the total amount due to the SUDA exceeds any payment due to the agency, the difference shall be a debt payable to the SUDA.
- ii. If the agency's proposal to rectify the underlying event of default is submitted within the period stipulated therein, the agency shall have further period of fifteen (15) days to remedy/cure the underlying event of default. If, however the agency fails to remedy/cure the underlying event of default within such further period allowed, SUDA/authority shall be entitled this contract, by issue of termination notice and forfeited EMD, security deposit (SD). If the total amount due to the SUDA exceeds any payment due to the agency, the difference shall be a debt payable to the SUDA.
- iii. Non-compliance of the provision of the RfP.

b) Withdrawal of Termination Notice;

Notwithstanding anything inconsistent contained in this contract, if the agency served with the termination Notice cures the underlying event of default to the satisfaction of SUDA at any time before the termination occurs, the termination notice shall be withdrawn by the SUDA which had issued the same. Provided that the party in breach shall compensate the SUDA for any direct costs/ consequences occasioned by the event of default which caused the issue of termination notice.

18. Termination of contract due to convenience of SUDA:

The contract may also be terminated by the SUDA by giving minimum 15 days' notice to the agency for any administrative reason or due to the order issued by the State Government or due to the decision taken by the Competent Authority.

19. Force Majeure Event:

- a) Any of the following events which is beyond the control of the party claiming to be affected thereby ("Affected Party"), and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and result in Material Adverse Effect shall constitute Force Majeure Event:
- i. Earthquake, flood, inundation and land slide;
 - ii. Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
 - iii. fire caused by reasons not attributable to the agency/ULB or any of the employees,

or agents of the agency/ULB.

- iv. Acts of terrorism
- v. Strikes, labour disruptions, any other disruptions or public unrest not arising on account of acts of the agency/ULB
- vi. war, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.
- vii. Strikes, work to rule actions, go slow or similar labour difficulty in the city as a whole and not specific to the work
- viii. Any resistance from the citizens or any other groups not allowing to operate the plant stipulated in the tender.

b) Force Majeure shall not apply in the following circumstances and events:

- i. Un-availability, late delivery of the spares, machineries, materials and consumables for the work on account of change in cost, delay in manufacture;
- ii. A delay in performance of any other agency or employees of the agency;
- iii. Non-performance of machineries resulting from wear and tear and not maintained in time.
- iv. Non-performance on account of failure to comply with any laws of India related to the work.

c) Neither SUDA nor the agency shall be considered in default or in contractual breach to the extent that performance of obligations is prevented by a Force Majeure Event which arises after the date of issue of work order.

d) Upon occurrence of an event considered by the agency to constitute Force Majeure and which may affect performance of his obligations, he shall promptly notify ULB's representative, and shall endeavor to continue to perform his obligations as far as reasonably practicable. The agency shall also notify ULB's representative of any proposals, including any reasonable alternative means for performance, but shall not effect such proposals, without the consent of ULB's representative.

e) Procedure for Calling Force Majeure:

- (i) The Party claiming Force Majeure shall inform the other Party of the situation of Force Majeure as soon as reasonably practicable. The efforts made by the affected party in overcoming the effects will be conveyed to the other party with supporting data including relief from them.
- (ii) The affected party shall also inform to the other party cessation of the Force Majeure or circumstances and report regarding the total relief of what so ever nature desired by the affected party.
- (iii) Neither party shall then be responsible or liable for any action under the tender conditions for failure or delay in performance of the work under the contract.
- (iv) The period allowed for restoration of the normal performance by the parties of such obligation shall be extended on day-to-day basis based on merit and mutual consent of the parties.
- (v) Each party shall use reasonable efforts to mitigate the effects of any event or

circumstances of Force Majeure and to cooperate to develop and implement a plan of remedial and reasonable alternative measures to remove the event of Force Majeure. The affected should take lead and exert to resume normal performance of its obligation under the tender conditions.

- (vi) The agency shall perform his obligations under the contract as near as it is reasonably practical, also shall seek all reasonable alternative means of performance.
- (vii) When the affected party is able to resume performance of its obligations under this contract, it shall promptly give the other party a written notice to that effect provided that in no event shall the suspension of performance be of greater scope and of longer duration than is necessitated by Force Majeure.
- (viii) The rights and obligations of the affected party shall be suspended to the extent they are affected by the Force Majeure; SUDA shall not be liable to make any payment to the agency for him being affected on account of Force Majeure. In this situation, the agency shall only be paid for the work done, since unforeseen situation should be shared by both, SUDA and agency.

20. List of Sites

SN	District Name	ULB Name	Proposed No. of Machines
1	Howrah	Uluberia	3
2	Howrah	Bally	3
3	Howrah	Howrah	2
4	Kolkata	Kolkata	20
5	North 24 Parganas	Halisahar	5
6	North 24 Parganas	Khardah	2
7	North 24 Parganas	Kamarhati	3
8	North 24 Parganas	Taki	1
9	North 24 Parganas	Dum Dum	3
10	North 24 Parganas	Panihati	3
11	North 24 Parganas	North Dum Dum	2
12	North 24 Parganas	Baranagar	6
13	North 24 Parganas	Garulia	3
14	North 24 Parganas	South Dum Dum	4
15	North 24 Parganas	New Barrackpur	2

SN	District Name	ULB Name	Proposed No. of Machines
16	North 24 Parganas	Naihati	1
17	North 24 Parganas	Kanchrapara	3
18	North 24 Parganas	Madhyamgram	3
19	North 24 Parganas	Habra	3
20	North 24 Parganas	Basirhat	3
21	North 24 Parganas	Bongaon	3
22	North 24 Parganas	Baduria	2
23	North 24 Parganas	Barrackpore	2
24	North 24 Parganas	Gobardanga	1
25	North 24 Parganas	Bhatpara	3
26	North 24 Parganas	North Barrackpore	3
27	North 24 Parganas	Titagarh	5
28	North 24 Parganas	Ashokenagar Kalyangarh	1
29	North 24 Parganas	Barasat	2
30	North 24 Parganas	Bidhannagar	2
31	South 24 Parganas	Baruipur	2
32	South 24 Parganas	Joynagar Mozilpur	4
33	South 24 Parganas	Rajpur Sonarpur	3
34	South 24 Parganas	Maheshtala	3
35	South 24 Parganas	Pujali	2
36	South 24 Parganas	Budge Budge,	1
37	South 24 Parganas	Diamond Harbour	2
		Total	116

SECTION – C
CONDITIONS AND REQUIREMENTS FOR BIDDING

1. Any clarifications sought may be done in Pre-Bid meeting and thereafter incorporation / modification will be subject to discretion of Tender Inviting Authority.
2. Submission of Bid document will not be allowed beyond the schedule time indicated in the Tender document.
3. Any conditional Bid will be liable for rejection.
4. SUDA reserves the right to reserve or amend the Bid documents prior to the date notified for submission of the Bid or also to extend the time mentioned in the NIT under intimation to the bidders.
5. Bids, which have been considered valid on the result of general examination (Prequalification stage) at the time of opening, shall be subjected to subsequent detail scrutiny. Notwithstanding the general examination carried out earlier, the Bid Inviting Authority reserves the right of rejection of any Bid, which may be found to be defective during the detail scrutiny.
6. SUDA reserves the right to accept or reject any or all of the Bids received or to relax any clause without assigning any reason thereof.

Sd/-
DIRECTOR, SUDA

SECTION – D
DEFINITIONS AND INTERPRETATIONS

In the Tender, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

- a) Turnover = Difference between Gross receipts derived from services and non- operating receipts such as dividends and interest income.

Sd/-
DIRECTOR, SUDA

Annexure – A

I. Qualification Application

[To be printed on **letterhead** of the Applicant including full postal address, telephone, and e-mail address]

Memo. No.:

Date:

To,

The Director, SUDA

Subject: <<Name of the Work >>. [Ref. e-Tender ID:]

Dear Sir,

1. We are submitting this proposal for the work mentioned above and our proposal is valid for a period of 180 days from 'Bid submission closing date (Online)' as mentioned in herein.
2. We understand that TIA is not bound to accept any or all proposal(s) it may receive.
3. We declare that we have disclosed all material information, facts and circumstances, which would be relevant to and have a bearing on the evaluation of our quotation and qualification.
4. We do, also, certify that all the statements made and/or any information provided in our RfP, are true and correct and complete in all aspects.
5. We declare that in the event that TIA discovers anything contrary to our above declarations, it is empowered to disqualify us and our quotation from further participation in the Bid evaluation process and to cancel the contract at any time during the contract.
6. We declare that if TIA discovers any misrepresentation of facts at any point of time TIA will have the right to forfeit the Earnest Money Deposit (EMD), Security Deposit (SD) and debar us from participating in any bid in the future.

Dated this _____ date of _____ 2026,

Enclosure: As per requirement:

(Signature)

Name:

Designation:

Name of Firm:

Company Seal:

II. Financial Statement

1. Name of Applying Agency:

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

FY	2022-23 (Rs. In Lakh)	2023-24 (Rs. In Lakh)	2024-25 (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 form is required to be certified by a practicing Chartered Accountant

III. Statement of Legal Capacity

(To be forwarded on the letterhead of the entity submitting the Proposal)

Reference No. -----

Date: -----

To,
The Director,
State Urban Development Agency (SUDA)
ILGUS Bhawan, HC Block, Sector III, Salt Lake City,
Kolkata - 700106, West Bengal, India.

Sub: << Name of the Work>>

Ref. Tender ID:

Sir,

This is with reference to the advertisement dated2026 inviting proposal for above mentioned work and Tender ID. We have read and understood the contents of the Invitation for proposal and the advertisement and pursuant to this hereby confirm that:

We satisfy the eligibility criteria laid down in the Tender notice.

We have agreed that _____ (insert individual's name) will act as our representative and has been duly authorized* to submit the proposal.

Yours faithfully,

Authorised Signatory
For and on behalf of (Name of the agency)

IV. Details about the Bidder

(To be forwarded on the letterhead of the entity submitting the Proposal)

A. Structure & Organization

- 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.

V. Sample Form of Declaration

[The bidder shall furnish the aforesaid declaration on non-judicial stamp paper of Rs. 100/- value, duly notarised by a Notary Public.]

Name of the Work:

e-Tender Ref. no.

I/We hereby declare that:

1. Having examined the details of Tender document, I / We hereby submit the prequalification documents and other relevant information.
2. 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.
3. I have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
4. I certify that my firm is not **blacklisted / banned** from business by any organization.
5. 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.
6. I/We undertake to supply genuine and new equipment.
7. I/We undertake to comply with all applicable statutory requirements.
8. I/We hereby undertake that, if awarded the work, we shall provide comprehensive warranty and maintenance support for the Cloth Bag Vending Machines in accordance with the provisions of the RfP.
9. We further undertake to provide Comprehensive Annual Maintenance for a period of 2 (Two) Years, including preventive maintenance, breakdown maintenance, necessary service visits and replacement/repair of defective components as specified in the RfP.
10. 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 **State Urban Development Agency (SUDA), West Bengal** and /or prosecuted.

(Signature of authorized person)

Full Name of Signatory: _____

Designation of Signatory: _____

Place: _____

Seal of the Bidder

Date _____

VI. Credential Summary

(To be forwarded on the letterhead of the entity submitting the Proposal)

Sl No.	Name of Project/ Assignment	Categories		
		Client	Executed amount [Amount in Rs.]	Work Started & Completed date <i>(In case of ongoing mention only the Started date)</i>
1				
2				
3				
4				
5				

(Bidders MUST maintain the same name and sequence in “detailed project experience” in Annexure B No. I)

*Signature(s) of Applicant(s) Seal
of applicant Name:*

VII. TECHNICAL COMPLIANCE STATEMENT

(To be forwarded on the letterhead of the entity submitting the Proposal)

SN	Parameter	RfP Requirement	Offered Specification	Compliance (Yes/No)
1	Machine type	Cloth Bag Vending Machine		
2	Construction	Durable/tamper-resistant		
3	Dispensing mechanism	Controlled dispensing		
4	Display	Required		
5	Stock indication	Required		
6	Payment facility	As specified		
7	IoT monitoring	Where required		
8	Power supply	230V AC/50 Hz		
9	Warranty	Minimum 1 year		
10	CMC	2 years		
11	Service network	Required		
12	Cloth bag certification	Mandatory		

Signature(s) of Applicant(s)

Seal of applicant Name:

VIII. OEM AUTHORISATION FORMAT
(To be forwarded on the letterhead of the OEM)

To,
The Director,
State Urban Development Agency (SUDA)

Sub: <<Name of the Work>>

We, _____, being the manufacturer/OEM of
_____, hereby authorise M/s _____ to participate
in the RfP for << Name of the Work>>.

We confirm that the proposed equipment is manufactured/supplied by us and that we shall extend necessary technical and warranty support to the authorised bidder during the contractual period.

For and on behalf of OEM

Name: _____

Designation: _____

Signature: _____

Seal: _____

Date: _____

IX. TECHNICAL DATA SHEET

(To be forwarded on the letterhead of the entity submitting the Proposal)

The bidder shall furnish the following information:

Particular	Bidder's Response
Name of Manufacturer/OEM	
Model No.	
Machine Dimensions	
Machine Weight	
Bag Storage Capacity	
Bag Size	
Dispensing Mechanism	
Power Requirement	
Display	
Payment Facility	
IoT Facility	
Stock Monitoring	
Tamper Protection	
Warranty	
CMC	
Service Locations	
Response Time	
Any Additional Feature	

Signature(s) of Applicant(s)

Seal of applicant Name:

X. SERVICE SUPPORT DETAILS

(To be forwarded on the letterhead of the entity submitting the Proposal)

The bidder shall provide:

Particular	Details
Head Office Address	
Service Centre Address	
Number of Technical Personnel	
Service Helpline	
Email	
Escalation Contact	
Average Response Time	
Number of Similar Machines Installed	
Number of Machines under AMC	

Signature(s) of Applicant(s)

Seal of applicant Name:

XI. SAMPLE / DEMONSTRATION

SUDA may require the technically qualified bidders to demonstrate the proposed machine before finalisation of the Technical Bid.

The demonstration may include:

1. Bag loading.
2. Bag dispensing.
3. User interface.
4. Payment mechanism.
5. Stock monitoring.
6. Fault indication.
7. IoT dashboard.
8. Remote monitoring.
9. Tamper alarm.
10. Ease of maintenance.

Failure to demonstrate essential features claimed in the technical proposal may result in rejection of the bid, subject to the provisions of the tender.

Annexure – B: Credentials of the bidder
Detailed Project Experience during the period of Last 05 Years

(Bidders MUST maintain the same name and sequence of projects as it has been given in Annexure A. No. VI) and use **separate sheet for each project.**)

Name of the Bidder claiming the Project Experience:	

1.	Name of Project:
2.	Location of Project:
3.	Name of the Client:
4.	Client's Address & Telephone Number and e-mail ID of contact person:
5.	Project Cost (in ₹ lakh.):
6.	Nature of works and features relevant to this work:
7.	Date of Award:
8.	Date of Completion:
9.	Were there any penalties/fines/stop-notice/compensation imposed? (Yes or No): If yes, give amount and explanation:

Signature(s) of Applicant(s)
Seal of applicant Name:

Annexure C: Fin 1: Financial Proposal Submission Form

(To be submitted on the letter head of the Bidder)

To,

Date:

The Director,
State Urban Development Agency, ILGUS Bhawan, HC Block,
Sector III, Salt Lake City, Kolkata – 700106,
West Bengal, India.

Name of the Assignment: Submission of financial proposal for <**Name of the Assignment as mentioned in Bid document**>

Bid Reference No. : <Bid number>

Dear Sir,

We, the undersigned, offer to provide consulting services for <**Name of the Assignment as mentioned in Bid document**> in accordance with your RFP dated <**date**> and our Technical Proposal. Our Financial quote has been submitted through online.

Our financial quote shall be binding upon us subject to the modifications, up to the expiration of the validity period of the proposal

No gratuities have been or are to be paid by us to the Agencies relating to this proposal and contract execution.

We understand you are not bound to accept any proposal you receive.

Thanking you.

Yours faithfully,

Authorised Signature
(in full and initials) Name & title of signatory

Name of Consultant:

Address:

Fin 2: Bill of Quantities (BOQ)
(To be quoted only online, Do not write anything)

Name of the Work: Supply, Installation, Commissioning, Operation and Maintenance of Cloth Bag Vending Machines at Various Urban Local Bodies (ULBs) in West Bengal, including Comprehensive Annual Maintenance Contract for a Period of 02 (Two) Years.

Part-A: Supply and Installation

S N	Description	Unit	Quantity	Unit Rate (₹)	Amount (₹)
1	Supply of Cloth Bag Vending Machine complete with (i) all standard accessories (ii) All Transportation, unloading, installation, testing and commissioning cost (iii) IoT/GSM/remote monitoring system cost (iv) Training, documentation and handover cost	No.	116	...	
2	Initial supply of certified Cloth bags	Bags	25,000	---	----
Sub- Total (A)					

Part-B: Comprehensive AMC

SN	Description	Unit	Quantity	Unit Rate (₹)	Amount (₹)
1	Comprehensive AMC including preventive, breakdown maintenance, Software/dashboard support (if applicable) for 2 years 116 Machine x 2 years = 232 Nos.; AMC price to be quoted per machine / year cost	Machine/ Year	232	----	-----
Sub-Total (B)					---
Total (A+B)					

****The bidder shall mandatorily quote rates for all items in accordance with the e-Tender BOQ format. ****

Annexure D

Press Advertisement

State Urban Development Agency (SUDA), Municipal Affairs Department Government of West Bengal

‘Supply, Installation, Commissioning, Operation and Maintenance of Cloth Bag Vending Machines at Various Urban Local Bodies (ULBs) in West Bengal, including Comprehensive Annual Maintenance Contract for a Period of 02 (Two) Years’

State Urban Development Agency (SUDA), invites proposal from reputed Agency(s) for ‘*Supply, Installation, Commissioning, Operation and Maintenance of Cloth Bag Vending Machines at Various Urban Local Bodies (ULBs) in West Bengal, including Comprehensive Annual Maintenance Contract for a Period of 02 (Two) Years*’. Interested Agencies having experience in the services envisaged are hereby invited to submit their Proposal.

Intending bidder may download the tender document *Bid. No.* -----from the website e-tender Portal <https://tenders.wb.gov.in/> or SUDA website from, 2026. Proposal will be submitted at the address and time as mentioned in the NIT document.

Note: Last date and time for submission of Proposal is ----- **2026** within -----**hrs.**

**Sd/-
Director, SUDA**

**Annexure E:
Standard Contract Document**

Supply, Installation, Commissioning, Operation and Maintenance of Cloth Bag Vending Machines at Various Urban Local Bodies (ULBs) in West Bengal, including Comprehensive Annual Maintenance Contract for a Period of 02 (Two) Years

THIS AGREEMENT is made on this Day of _____, 2026 for the work of 'Supply, Installation, Commissioning, Operation and Maintenance of Cloth Bag Vending Machines at Various Urban Local Bodies (ULBs) in West Bengal, including Comprehensive Annual Maintenance Contract for a Period of 02 (Two) Years'

BETWEEN:

State Urban Development Agency (SUDA), an Authority under Urban Development and Municipal Affairs Department, Government of West Bengal, (which expression means and includes its successor-in-office/ Assigns etc.) of the **FIRST PART**.

AND

The Agency named _____ having registered office at _____ PAN No: _____&, _____ having registered office at _____ PAN No : _____, represented through _____ (Name) being _____ (Designation) having PAN no. _____ hereinafter referred to Agency (which expression means and includes its successor-in-office/ Assigns etc.) of the **SECOND PART**.

WHEREAS:

- a. Director, SUDA requires the agency to provide the services as defined in Section B of this contract ("Terms of Reference") to support their project; and
- b. The agency has agreed to provide the services on the terms and conditions mentioned in this contract. The Agency has agreed to provide such services on the terms and conditions set out in this contract.

IT IS HEREBY AGREED as follows:

1. Documents:

This Contract shall be comprised of the following documents:

- a. Form of Contract b. General Conditions, c. Special Conditions, d. Terms of Reference, e. Schedule of Prices,**

This Contract constitutes the entire agreement between the Parties in respect of the bidders obligations and supersedes all previous communications between the Parties, other than as expressly provided for in General Conditions, Special Conditions, & Terms of Reference.

2. Commencement and Duration of the Services:

- The total contract period shall be ... **Callender days from the acceptance of the Work Order**, during which the work will be executed as per the requirement of authority.

- The Time Schedule for Deliverables will be determined mutually between the authority and the Agency, depending on the quantity and specific requirements for each phase.
- Failure to mobilize within the stipulated timeline without prior written approval from the Authority may lead to LD and/or termination of the contract as per the terms and conditions mentioned in this RfP.
- The duration of the services shall be as specified in the Work Order or as extended by the Authority, based on satisfactory performance.

3. Financial Limit:

The Agency shall mobilize the required team for the aforementioned work throughout the contract period.

The work shall be executed at the total **quoted rate of Rs. for the following equipment**, which shall be **inclusive of all taxes, duties, applicable GST, and transportation charges**.

4. Time of the Essence:

Time shall be of the essence as regards the performance by the Agency of its obligations under this contract / agreement.

Section II - GENERAL CONDITIONS OF CONTRACT

THE CONTRACT:

A. DEFINITIONS:

In the Contract (as defined below) the words and expressions defined below shall have the meanings assigned to them, except where the context requires otherwise.

1. Documents:

- (i) **“Letter of Acceptance (LOA)”** means the document from the Client on behalf of the Director, SUDA addressed to the agency indicating acceptance of the Contract and its acceptance of the Agency as the preferred party to carry out the works, perform services and operations under the Contract.
- (ii) **“Activity Schedule”** means schedule of activities comprising the different tasks/operations to be performed by the Agency under the Contract.
- (iii) **“Agency’s Bid”** means the completed document submitted by the Agency to the ULB. The term Agency’s Bid and tender have been used synonymously.
- (iv) **“Applicable Law”** means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect and here in after in India, including judgments, decrees, injunctions, writes or orders of only court of record, as may be in force and effect during the subsistence of Agreement to be signed under this Contract.
- (v) **“Contract”** means Conditions of Contract, the Client’s Requirements, the Tender, the Agency’s Price Proposal, the Annexure, the Letter of Acceptance, the Contract Agreement (if completed) and such further documents as may be expressly in

corporate in the Letter of Acceptance or Contract Agreement (if completed).

- (vi) **“Client’s Requirements”** means the description of the scope and programme of works/services, as included in the Contract, and any alterations and modifications thereto in accordance with the Contract.
- (vii) **“Tender”** means the Agency’s Service/ Overhead Charge offered to the Client for the works/services.
- (viii) **“Works”** are what the Contract requires the Agency to carry out and perform.

2. Persons:

- (i) **“Agency”** means the person or Corporate and body, whose tender has been accepted to carry out the work and the legal successors in title to such person, but not (except with the consent of the Client) any assignee of such person.
- (ii) **“Agency’s Representative”** means the person (if any) named as such in the Contract or other person appointed from time to time by the Agency.
- (iii) **“Authority”** means any agency, legislative, judicial or executive Authority, department, ministry, public or statutory person, whether autonomous or not, of the Government of India or Government of West Bengal or any Local Authority including SUDA.
- (iv) **“Competent Authority”** is the Person or Persons, appointed by the Director, SUDA and notified to the Agency, who shall be responsible for supervising the Agency, administering the Contract, certifying payments due to Agency. The Director, SUDA shall be the Competent Authority for this contract. The Director, SUDA may also appoint any Person or Persons to assist the Competent Authority for this Contract. Any Person or Persons appointed by The Director, SUDA to carry out the responsibilities of the Competent Authority and assist him/her, shall be termed as the “Competent Authority’s Representative”.
- (v) **“Client”** means the Director, SUDA or authorized representative and the legal successors in title to such person, but not (except with the consent of the Agency) any assignee of such person.
- (vi) **“Client’s Representative”** means the person appointed by the Client to act as Client’s Representative for the purpose of the Contract. Any person appointed from time to time by the Client and notified as such to Agency shall be considered as Client’s Representative.
- (vii) **“Person”** means any natural person, firm, Corporation, company, voluntary association, partnership, joint venture, trust, incorporated organization, unincorporated established organization, Authority or other entity, having legal capacity to sue and be sued in its name.
- (viii) **“Party”** means either the Director, SUDA or the Agency; any of the parties to this Contract and “Parties” means both the party to this Contract.
- (ix) **“ULB”** means SUDA / Municipality/ Municipal Corporation/ Development Authority/ Township Authority.

3. Dates, Times and Periods:

- (i) **“Commencement Date”** means the date of issuance of Work Order. The Agency shall commence the work at ground within 3 (three) days from the date of issuance of Work Order.
- (ii) **“Contract Period”** means the tenure of the Contract, upon completion of which this Contract terminates, including the security period. The tenure is said to have commenced from the date of issue of the Work Order.
- (iii) **“Termination Date”** means the date on which the Contract is terminated by way of defaults of either SUDA or the Agency, or as a result of a Force Majeure Event, or as indicated in the Conditions of Contract.
- (iv) **“Day”** means a calendar day, “Months” means calendar months and “year” means 365days.

4. Money and Payments:

- (i) **“Cost”** means all expenditure properly incurred (or to be incurred) by the Agency, including overhead and other similar charges, but does not include profit.
- (ii) **“Tax”** means the Indian Tax, duty, levy, and charge whatsoever charged, imposed or levied by Central, State or Local Governments or any Authority together with any interest and penalties in relation thereto.

B. Representation and Warranty:

i. Representations and Warranties of Parties:

The Agency represents and warrants to SUDA for the term of this Contract that:

- (a) It is duly organized, validly existing and in good standing under the Laws of India;
- (b) It is duly registered and authorized to enter into this Agreement and perform the services as per the scope defined in the RfP.
- (c) It possesses the necessary experience, technical qualifications, personnel, equipment, and resources to perform the services efficiently.
- (d) The information and documents provided in the bid are true, complete, and not misleading.
- (e) It shall comply with all applicable laws, regulations, and professional standards in the performance of its obligations.
- (f) The personnel deployed will be qualified, skilled, and competent to perform the assigned tasks.

ii. SUDA represents and warrants to Agency for the term of this Contract that:

- a. It has the right and authority to engage the Agency for the services specified in the RfP.
- b. It shall provide timely approvals, decisions, and support as required for the smooth execution of the contract.
- c. It shall make payments to the Agency as per the agreed terms and conditions upon satisfactory performance.

C. Obligation to Notify Change:

In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who has made such representation or given such warranty shall promptly

notify the other of the same.

D. Assignment and charges:

The Agency shall not assign in favour of any person this Contract or the rights, benefits and obligations hereunder, save and except with prior consent of SUDA. Any such consent shall not relieve the Agency from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of sub agency and his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Agency, his agents, servants or workmen.

E. Amendments:

This Contract/Agreement is a complete and exclusive understanding of the terms of the Contract between the Parties on the subject hereof and no amendment or modification here to shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

F. Communications:

Communications between Parties, which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act). All instructions, notices, communications, etc. under the Contract/Agreement shall be given in writing and shall be in English. If sent by registered post to the last known place or abode or business of the Agency shall be deemed to have been served on the date.

G. Interpretation and contract structure:

The language of this Contract Document is English and the law, which applies to this Contract, shall be the Law of the Republic of India. The Courts at Kolkata shall have jurisdiction all over matters, arising out of or relating to Agreement under this Contract.

H. Contract Period:

- i. The tenure of such contract will be initially for ... **Callender days from the acceptance of the Work Order.**
- ii. The contract may be terminated at any time if the agency violates the LD provisions as mentioned in the LD clause below. Repeated violations or failure to comply with performance obligations may result in immediate termination without further notice.

I. Payment Terms:

- i. Payment shall be made based on the actual number of equipment, supplied, and installed, as certified by the concerned Authority/SUDA.
- ii. The Agency shall raise a tax invoice along with:
 - Work completion certificate issued by the concerned authority,
 - Photographic evidence of Work completion with latitude and longitude
 - Any other documents specified in the tender.
- iii. Except the security money all payments for each phase/supply will be released after satisfactory completion of work, subject to verification and certification by the competent authority.
- iv. Statutory deductions, including GST TDS (as applicable), Security Deposit (if applicable), and any other deductions as per Government norms, shall be made from each bill.

- v. Payment shall be processed within the standard payment cycle of SUDA, subject to availability of funds and compliance with all requirements.

J. Responsibilities:

a. Scope of work of SUDA/ Authority (FIRST PART):

- (i) SUDA will be guided and controlled under directives of Urban Development and Municipal Affairs Department, Government of West Bengal.
- (ii) Floating of RfP,
- (iii) Selection of Bidder/s
- (iv) Release of Fund
- (v) Administrative control, execution & overall monitoring
- (vi) Proper coordination with SECOND PARTY.
- (vii) Approval of Action Plan submitted by successful bidder.

b. Agency's responsibilities:

The Agency shall carry out all activities as mentioned in the scope of work in Terms of Reference of RFP and already executed Tender document

- (i) **Supply, Installation, Testing and Commissioning of the Machines** in accordance with the specifications, approved by authority/SUDA.
- (ii) **Manpower Management:** Deploying an adequate and competent team to carry out the work efficiently during the entire contract period.
Be fully responsible for the training, supervision, conduct, and remuneration of its personnel engaged in the time of execution. No employee of the Agency shall have any claim against the Authority.
- (iii) Ensuring **timely installation** of all equipment as instructed by SUDA/ authority.
- (iv) Installed all equipment in good condition and **replacing any damaged, equipment** during the warranty period, if required.
- (v) Arranging transportation, loading/unloading, and handling of materials at their own cost.
- (vi) Maintaining proper documentation, including installation records, photographs, and invoices.
- (vii) Addressing any issues, complaints, or instructions issued by SUDA/authority promptly and effectively.
- (viii) Compliance: Ensure compliance with all applicable laws, rules, regulations, and policies during the execution of the contract.
- (ix) Reporting & Coordination: Maintain regular coordination with the designated officials of the Authority and submit periodic progress reports, records, and other documentation as required. Coordinating with the concerned officials for verification, certification, and site confirmation.

- (x) Confidentiality: Maintain strict confidentiality of all information, documents, and data received or generated during the execution of the contract.
- (xi) Annexures & Documentation: Submit all required annexures and documentation as attached to the RfP, and adhere to the terms and conditions mentioned therein.
- (xii) **Liability for Deficiency:** Remain liable for any loss or damage caused to the Authority due to any act of negligence, misconduct, or deficiency in service by the Agency or its personnel.

Ensuring that all work is executed **without causing obstruction or inconvenience** to the public.

K. Indemnification

The Agency shall indemnify, defend, and hold harmless the Authority, its officers, employees, and representatives from and against any and all claims, damages, losses, liabilities, costs, and expenses (including legal fees) arising out of or in connection with:

- (i) Any negligence, misconduct, or willful default in the performance of services by the Agency or its personnel;
- (ii) Any breach of contract, representation made by the Agency under this agreement;
- (iii) Any claim including personnel engaged by the Agency, arising from the performance of the services;
- (iv) Any violation of applicable laws, rules, or regulations by the Agency or its representatives;
- (v) Any infringement of intellectual property rights or misuse of confidential information caused by the Agency or its team.

L. Agency's Superintendence:

The Agency shall ensure proper supervision and control over its personnel and operations throughout the duration of the contract. The Agency shall:

- (i) A competent and authorized representative of the Agency must be appointed to coordinate with SUDA/ULB officials and to oversee day-to-day execution of the work.
- (ii) The Agency's representative shall remain available on call and shall respond promptly to instructions, clarifications, or directions issued by the concerned authorities.
- (iii) The Agency shall ensure that all staff deployed for the work are skilled, trained, and adequately briefed on the scope, safety norms, and quality standards.
- (iv) It is the Agency's responsibility to ensure discipline, safety, and proper conduct of its personnel while working at designated locations.
- (v) The Agency shall maintain regular monitoring, ensuring that all the items are maintained exactly as per the terms & conditions.
- (vi) Any deviation, lapse, or negligence identified during supervision shall be rectified immediately by the Agency at its own cost.
- (vii) Be fully accountable for the actions, conduct, and performance of its personnel during the contract period.

- (viii) Failure to provide adequate supervision may be treated as a breach of contract and may lead to imposition of LD or termination as per terms of this RfP.

M. Reporting:

- (i) The Agency shall ensure timely and accurate reporting of all activities, progress, and deliverables as prescribed in the Terms of Reference (ToR) or as directed by the Authority.
- (ii) All reports must be verified and endorsed by the Agency's designated supervisor or team leader prior to submission.
- (iii) Any deviation, delay, or issue impacting service delivery must be **immediately reported in writing** to the Authority, along with proposed corrective measures.

N. Jurisdiction:

- (i) Any dispute arising out of in relation to this Contract, Terms of Reference and in addition the parties hereby submit to the Hon'ble High Court, Calcutta.
- (ii) The Agency shall ensure that all members of the Agency's Personnel are under an obligation not to disclose to any third parties any confidential information obtained either directly from the Client or by virtue of their engagement in relation to this Contract. Confidential information may be in any form and shall include all information that, due to its character, nature or method of transmittal, a reasonable person would treat as confidential.
- (iii) The Client shall have the right to terminate, in the event of any occurrence, act or thing of a similar nature to those occurrences.
- (iv) Under no circumstances should the Agency or Agency's team members interact with or disclose any information about this contract to any media. Any violation of this condition shall amount to breach of this contract.
- (v) All the Parties to this Agreement will be bound the terms and conditions laid down in the bid documents. In case of violation of any provisions laid down in the bid documents the respective party will be liable in terms of the provision laid down in the bid documents.

NOW THEREFORE the following documents be part of this integrated agreement (as annexed).

Agreement integrated & integrated part & parcel of this agreement.

- a. e-Tender Document (RFP) including corrigendum and/or addendums, if any.
- b. All documents submitted by the successful bidder/s.
- c. Schedule of Price (Financial Bid)
- d. Letter of Acceptance cum Work Order.
- e. Acceptance of the Letter of Acceptance cum Work Order by the bidder.

In witness whereof both the parties above of have set & subscribe their respective seal and signature.

Signed By

(a) (For the Authority/Tender Accepting Authority)

(b) (Agency or The Service Provider/ Tenderer/ Bidder)

Witnesses:

1. From Authority :

Date :

2. From the Agency:

Date :

