

**TENDER  
FOR  
PROVIDING DAILY NEWS PAPER CUTTINGS  
PERTAINING TO AHMEDABAD MUNICIPAL CORPORATION**

**(E-TENDER)**

**JUNE- 2024**



**Ahmedabad Municipal Corporation**

**PUBLICITY DEPARTMENT**

**'C' Block, 1<sup>ST</sup> FLOOR, SARDAR PATEL BHAVAN,  
DANAPITH, AHMEDABAD-380001.**

## Disclaimer

Ahmedabad Municipal Corporation (herein after called “AMC” or “Authority”) has prepared this document to invite proposals from the bidders to submit the TENDER for the scope of work mentioned herein. While AMC has taken due care in the preparation of the information contained herein and believes it to be accurate, neither AMC or any of its authorities or agencies nor any of their respective officers, employees, agents or advisors gives any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

This information is not intended to be exhaustive. Interested parties are expected to make their own inquiries and research for gathering the insights, knowledge and information that may be required for submitting a bid. The information is provided on the basis that it is non-binding on AMC, any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

AMC reserves the right not to proceed with the bidding process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the bid further with any party submitting a bid.

No reimbursement of cost of any type will be paid to persons or entities submitting the Bid.

## Table of Contents

1. PREAMBLE .....	4
2. BID SUMMARY .....	5
3. INSTRUCTION TO BIDDERS FOR BID PREPARATION AND SUBMISSION .....	10
4. SCOPE OF WORK.....	15
5. GENERAL INSTRUCTIONS TO THE BIDDER .....	16
6. GENERAL CONTRACT CONDITION.....	17

### Annexure

ANNEXURE 1: FORWARDING LETTER .....	22
ANNEXURE 2: BIDDER INFORMATION.....	23
ANNEXURE 3: FORMAT STATEMENT SHOWING FINANCIAL DETAILS OF THE PROPOSER.....	24
ANNEXURE 4: DETAILS OF HANDS ON EXPERIENCE .....	25
ANNEXURE 5: FORMAT FOR POWER OF ATTORNEY .....	26
ANNEXURE 6: FORMAT FOR SELF - DECLARATION .....	27
ANNEXURE 7: FORMAT OF PRICE BID.....	28
ANNEXURE 8: FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY .....	29
ANNEXURE 9: FORMAT OF AGREEMENT.....	31

## 1. PREAMBLE

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Ahmedabad Municipal Corporation (AMC/Authority) has issued this TENDER to invite proposals from bidders as part of single stage two packet bidding process through e-procurement for **Daily News Paper Cuttings pertaining to AHMEDABAD MUNICIPAL CORPORATION** under the terms and conditions detailed in this tender document.

This is an online bid process where Price bids shall be submitted at <http://tender.nprocure.com> while technical bid shall be submitted physically at Authority's office. Technical bid containing physical price bid shall be rejected. The Bids shall be prepared in English and all entries must be typed. Initials of the authorized representative of the Bidder must attest all erasures and alterations made while filling the Bids. Failure to comply with any of these conditions may render the Bid invalid. **A copy of this TENDER document signed on all pages must accompany the technical bid.**

Authority shall not be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of bids, including costs and expenses related to visits to the sites. Authority reserves the rights to cancel, terminate, change or modify this bid process and/or requirements of bidding stated in the TENDER, without assigning any reason or providing any notice and without accepting any liability for the same. The date of opening of Price bids will be communicated to such Bidders at a later date.

## 2. BID SUMMARY :-

Sr.No.	Key Information	Details
1.	<b>TENDER No.</b>	AMC/PUBLICITY/NEWS PAPER CUTTING/2024
2.	<b>TENDER for</b>	<b>Providing Daily News Paper Cuttings pertaining to AHMEDABAD MUNICIPAL CORPORATION</b>
3.	<b>Contract Period</b>	The Contract Period shall be of 2 (Two) years which is extendable upto additional 1 (One) year, at sole discretion of the Authority, upon satisfactory performance by the Contractor.
4.	<b>Eligibility Criteria</b>	<ul style="list-style-type: none"><li>✓ A company incorporated as per Indian Companies Act 1956 (Copy of Memorandum and Article of the association of the bidder should be submitted) Or Partnership firm registered under The Partnership Act (Copy of Partnership Deed should be submitted) Or a registered proprietary firm (Copy of sales tax/service tax registration, EPF registration, Shops &amp; Establishment registration certificate, Professional Tax certificate</li><li>✓ Bidders representing Consortium/ Joint Venture are not eligible</li><li>✓ Bidders blacklisted by any Central or State Government department or Government Agencies are not eligible.</li></ul>
5.	<b>Qualification Criteria</b>	<p><b>Financial Qualification:</b></p> <ul style="list-style-type: none"><li>✓ Bidders shall have average annual audited turnover of Rs. 02 (Two) lacs in last three financial years i.e. 2022-23, 2021-22 and 2020-21</li><li>✓ <b>Technical Qualification:</b></li><li>✓ The Bidder must be a Service Provider for similar work execution. During the period of the last five financial years, the Bidders shall have hands-on experience of one year of similar kind of work. The bidder should have experience of having successfully completed Similar Nature of work amounting to minimum Rs. 01 lakh in any one year. Similar Nature of work of providing <b>Daily News Paper Cuttings in Digital Form or soft copy.</b></li></ul> <p>Note: Experience of Associate firms (Parent/Subsidiary/Sister Concern) for meeting Financial and Technical qualification shall not be permitted.</p>
6.	<b>Bid Submission Format</b>	<p><b>Bidders are Required to submit the Bid in following two envelopes</b></p> <p><b>a) Envelope 1:</b> TENDER Fee &amp; Bid Security/EMD (Online information submission and Physical Submission of Documents)</p> <p>This envelope shall be super scribed “<b>Envelope 1: Document Fee and Bid Security</b>”.</p> <p>The amounts of Document fees and Bid Security are provided in this BID summary.</p>

Sr.No.	Key Information	Details
		<p><b>b) Envelope 2: Technical Proposal</b> (Online information submission and Physical Submission of Documents)</p> <ol style="list-style-type: none"> <li>(1) Forwarding letter as per Annexure 1</li> <li>(2) Bidder Information / Registration details as per Annexure 2</li> <li>(3) The Bidder shall submit a complete profile of his Company/firm. The Profile should include separately the names of the main Promoters /partners etc, if any</li> <li>(4) Financial Statement as per Annexure 3</li> <li>(5) Experience details as per Annexure 4 along with supporting documents showing relevant experience as per the BID summary</li> <li>(6) Copy of Authorization document / Power of Attorney to the Authorized Signatory as per Annexure 5</li> <li>(7) Notarized Anti-Blacklisting certificate as per Annexure 6</li> <li>(8) Signed copy on all pages of TENDER document along with amendments if any</li> </ol> <p>This envelope shall be super scribed “<b>Envelope 2: Technical Proposal</b>” Qualification Bids for all sections may be submitted in a common envelope.</p> <p>Both envelopes shall be placed in one outer Envelope. The envelope shall be super scribed “<b>Providing Daily News Paper Cuttings pertaining to AHMEDABAD MUNICIPAL CORPORATION</b>” and submit to the address specified in BID Summary before the <b>Physical Bid Submission Date</b>. Typically such date is a few days after the (Online) Bid Submission Date.</p> <p><b>c) Price bid (Online only)</b> at <a href="http://tender.nprocure.com">http://tender.nprocure.com</a> quoting rate for providing <b>Daily News Paper Cuttings pertaining to AHMEDABAD MUNICIPAL CORPORATION</b>. The format for such Price Bid is included as Annexure 7, for reference only. Any bid including Price Bid in physical format, separately or as part of any other submission, whether intentionally or by error, shall be rejected. Price Bids will have to be submitted Online before the time of (Online) Bid Submission Date.</p>
7.	<b>Bid Evaluation</b>	<p>a) <b>Envelope 1:</b> Pass/Fail for Document Fee and Bid Security. <b>Envelope 2</b> of only those Bidders shall be opened who have provided Document Fee and Bid Security as provided in BID Summary respectively. Financial and technical qualification of each bidder shall be assessed thereafter. Price bids of only those bidders who have submitted valid tender fee and EMD and</p>

Sr.No.	Key Information	Details
		meeting the qualification criteria shall be opened at later stage.  b) <b>Price Bids</b> Qualified Bidders whose Price Bids are to be opened shall be intimated in advance as to the date and time when such Price Bids shall be opened so that they may remain present if they choose to.
8.	<b>Award and negotiation</b>	The Bidder quoting Lowest Rate for Providing <b>Daily News Paper Cuttings Pertaining to AHMEDABAD MUNICIPAL CORPORATION</b> shall be considered the Preferred Bidder for award of the Contract. The Authority, at its sole discretion, may hold negotiations with the Preferred bidder.
9.	<b>Signing of Agreement</b>	The Preferred Bidder quoting the lowest amount shall be recommended to the competent authority of AMC, after negotiation, for award of the contract, and on approval, shall be issued the Letter of Acceptance (LOA) of its Bid. Upon issuance of the LOA, the Preferred Bidder shall be known as the Successful Bidder. Such Successful Bidder, upon submission of Performance Security as mentioned in this TENDER, shall sign the Agreement / Contract with the Authority.
10.	<b>Bid/Rate Validity</b>	180 Days from the Due Date of (Online) Submission of Bid
11.	<b>Tender Fee / Cost of the document (Non-Refundable)</b>	Rs. 900/- (Rs. Nine Hundred only) on non refundable basis as Demand Draft drawn in favor of " <b>Municipal Commissioner, Ahmedabad</b> " of any nationalized bank / Scheduled bank and payable at Ahmedabad.
12.	<b>Bid Security/ EMD</b>	The amount for Bid Security shall be Rs. 10,000/- (Rs. Ten Thousand Only) in the form of Demand Draft in favor of " <b>Municipal Commissioner, Ahmedabad</b> " of any nationalized bank / Scheduled bank and payable at Ahmedabad.
13.	<b>Performance Security</b>	The Successful Bidder shall furnish Performance Security to Authority for securing the due and faithful performance of its obligations under the Contract Agreement, within 10 days from the LOA, in the form of Demand Draft or an unconditional and irrevocable bank guarantee (The BG shall be as per format prescribed in Annexure- 8) for amount of Rs. 50,000/- (Rs. Fifty Thousand Only) (the "Performance Security"). Such performance Security shall be in favor of "Municipal Commissioner, Ahmedabad" from the banks approved by AMC, and admissible and payable at Ahmedabad branch.
14.	<b>Bid Issue Date</b>	Bid Issue date shall be <b>07/06/2024</b> .
15.	<b>Pre-bid Meeting</b>	Pre-bid meeting shall be held on <b>12/06/2024 at 4:00 PM</b> at Publicity Department, Ahmedabad Municipal Corporation, "C" Block, 1st Floor, Sardar Patel Bhavan, Danapith, Ahmedabad - 380001.

Sr.No.	Key Information	Details
		The Pre-Bid queries to be submitted <b>on or before 11/06/2024 up to 3.00 PM</b> at Email : <a href="mailto:publicity.amc@gmail.com">publicity.amc@gmail.com</a> .
16.	<b>(Online) Bid Submission Date</b>	On or before <b>27/06/2024 6:00 PM</b> at <a href="http://tender.nprocure.com">http://tender.nprocure.com</a>
17.	<b>Last Date of receipt of Physical Bids</b>	Physical bids shall be submitted between <b>11.00 AM on 28/06/2024 and 2:00 PM on 29/06/2024</b> in the Office of Tender Officer, Central Record Office, Ahmedabad Municipal Corporation, 1st floor, Sardar Patel Bhavan, Danapith , Ahmedabad -380001.
18.	<b>Date of opening of Technical / Price Bids</b>	Technical Bids shall be opened on <b>29/06/2024, at 3:00 PM</b> at The Office of Tender Officer, Central Record Office, Ahmedabad Municipal Corporation, 1st floor, Sardar Patel Bhavan, Danapith, Ahmedabad -380001. Date of opening of Price Bids shall be intimated at later stage to Qualified bidders.
19.	<b>Mode of sending Physical Bid / Relevant Documents</b>	By Hand Delivery or Registered A.D. or Speed Post or Courier to : The Office of Tender Officer, Central Record Office, Ahmedabad Municipal Corporation, 1st floor, Sardar Patel Bhavan, Danapith , Ahmedabad -380001.
20.	<b>Payment of Bills for the work</b>	Payment shall be made on successful completion of the work as instructed by the official incharge and after submission of the invoice with necessary details.
21.	<b>Liquidated Damages</b>	Liquidated damages decided by Deputy Municipal Commissioner (Publicity) but not more than 10% of total monthly bill amount will be retained / deducted by AMC in case of Poor Performance or deviation from the task assigned.
22.	<b>Date of Commencement of Work</b>	Immediate & Same day of receipt of work order / LOA from the AMC / Authority.
23.	<b>Contact Information :-</b>	For any information relating to the TENDER, interested parties may contact following officials : 1. Mr. Chirag Patel, Asst. Manager, Publicity Dept. Mo : 9376016790 2. Mr. Manish Nayak, Office Supdt., Publicity Dept. Mo : 8460026480
24.	<b>Information for online participation (E-Tendering)</b>	<ul style="list-style-type: none"> <li>✓ The tender notice can be viewed on AMC website <b><a href="http://www.ahmedabadcity.gov.in">www.ahmedabadcity.gov.in</a></b>.</li> <li>✓ Internet site address for e-Tendering activities will be at <b><a href="http://tender.nprocure.com">http://tender.nprocure.com</a></b> Interested bidders can view detailed tender notice and download tender documents from the above mentioned website.</li> <li>✓ Bidders who wish to participate in online tender have to register with the website through the “New User Registration” link provided on the home page. Bidder will create login id &amp;</li> </ul>



Sr.No.	Key Information	Details
		<p>password on their own in registration process.</p> <ul style="list-style-type: none"> <li>✓ Bidders who wish to participate in this tender need to procure Digital Certificate as per Information Technology Act-2000 using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact (n) code Solution at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact M/S (n) code Solution 301, G.N.F.C. Info Tower, Near Grand Bhagwati Hotel, Ahmedabad 380015, India. Tel: +91 79 26857316 / +91 79 26857317/ Tel: +91 79 26857318, E-Mail: URL: <b>at</b> <a href="http://tender.nprocure.com">http://tender.nprocure.com</a></li> <li>✓ Bidders who wish to participate in e-Tender need to fill data in predefined forms of tender fee, EMD, PQ (Technical) or experience details and Price bid only.</li> <li>✓ After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid. Bidder shall also submit TENDER Document Fees, EMD, Technical bid document &amp; Reference Documents in hard copy as part of Physical Bid.</li> </ul>

**Seal and Signature of the Bidder & Date:**

**Dy. Municipal Commissioner  
(PUBLICITY)  
Ahmedabad Municipal Corporation**

### **3. INSTRUCTION TO BIDDERS FOR BID PREPARATION AND SUBMISSION :-**

#### **3.1 Documents Constituting Bid**

The TENDER documents comprise the following and are to be read together:

- (i) This TENDER document, and any other documents required to be submitted as specified in Bid Submission Format.
- (ii) Other documents constituting the TENDER and acceptance thereof and shall be deemed to include any amendments, modifications to the TENDER document or its constituent document.

#### **3.2 Bid Submission Format**

The Bidders are required to submit the Bid as per the BID summary. The Bids submitted in following manner shall be summarily rejected.

- Bids not signed by the Authorized signatory;
- Bids not submitted in line with the tender clauses and format of submission as directed in the tender document
- Bids which are submitted without Tender fee and EMD in the form specified in tender;
- Bids of the bidder who have not submitted the price bid online;
- Bids of the bidder who have made physical submission of the price bid;
- Bids of the bidder who have made physical submission of the price bid and online both.

#### **3.3 Bid Evaluation Method and Award Criteria**

The Bid shall be evaluated as per BID summary. The bidder quoting Lowest Rate shall be considered the preferred bidder. The Contract shall be awarded as per the BID summary.

#### **3.4 Bid Signatory**

The bidder shall appoint Authorized signatory to sign and submit the TENDER, any allied correspondence, to remain present in the meetings held by the Authority and to sign the Contract if awarded to the bidder.

#### **3.5 Bid Security /EMD**

Bid submitted in response to the TENDER Document shall be accompanied by a Bid Security of the amount and format mentioned in the BID Summary.

- (1) The bid security furnished by the Successful Bidder shall be refunded after the acceptance of Performance Security and signing of Agreement
- (2) Bids not accompanied with requisite Bid Security shall be summarily rejected.
- (3) The bid security shall be returned to the bidder –
  - (a) Whose bid has not been accepted by the Authority.
  - (b) Whose bid has been accepted by the Authority but after receipt of Performance Security and signing of Agreement.
- (4) Bid security is a non interest bearing deposit.
- (5) Bid Security shall be valid for a period upto 180 days from date of opening of the bid.

**Bid Security shall stand forfeited in the following situations:**

- (1) In case of revision and/or modification of terms of bid or withdrawal of bid during the validity period.
- (2) In case of submission of a grossly wrong or fraudulent bid
- (3) In case of bidder demands transfer of Contract before acceptance of offer or after acceptance of offer.
- (4) For the successful bidder, if the Performance Security is not deposited within the stipulated time period.
- (5) If the Bidder wants to withdraw before signing of Agreement.
- (6) In the event, successful bidder, after the issue of communication of acceptance of his bid by the Authority, fails/ refuses to start/ execute the work as herein. In such a case, the bidder shall be deemed to have abandoned the Contract and such an act shall amount to and be construed as the bidder's calculated and willful breach of contract, the cost and consequences of which shall be to the sole account of the bidder and in such an event the Authority shall have full right to claim damages thereof in addition to the forfeiture of the Bid security deposited in terms of this bid documents.

**3.6 Performance Security**

The Successful Bidder shall submit Performance Security in the form of a Demand Draft / Bank Guarantee from a bank approved by the Authority for a sum specified in the Section 2: BID Summary (the "Performance Security") before signing of the contract.

- I. BG for performance security shall be valid upto 120 days after expiry of Contract. In case, the availability of Bank Guarantee from the banks for the length of the Contract is difficult to obtain, the initial Guarantee maybe submitted valid for a period of 2 (two) years, and which shall have to be renewed for similar tenure, 45 (forty five) days before its expiry. The performance security can be renewed in above manner upto the end of the Contract Period.
- II. The Performance security shall not bear any interest and the Contractor shall not have any claim on the interest on Performance security.
- III. Provided that if the contract is terminated the Performance Security shall, subject to Authority's right to receive amounts, if any, due from Bidder under the contract, be duly discharged and released to Licensee.

**3.6.1 Encashment of Performance Security**

The Authority shall be entitled to encash the Performance Security fully or partially as the case may be, through a notice of 30 days ("Encashment Notice") under the following circumstances:

- I. Frequent default in timeline and quality of submission.
- II. If Bidder fails to perform it's obligations as per contract conditions.
- III. If the Bidder fails to pay the damages, compensation if any, applied on him for breach of performance standards
- IV. If the contract is terminated in event of bidder's event of default.
- V. If the bidder wants to terminate the contract.

Provided the extend of such encashment shall be no greater in amount than that required to remedy the circumstances warranting encashment stipulated above and provided further that in case of any encashment of the Performance Security pursuant to the Encashment Notice, the Authority shall return the amount so encased if the circumstances requiring the encashment have been remedied to the full satisfaction of the Authority.

The provision under this Sub-Clause authorising the Authority to encase the Performance Security shall be exercisable in addition to and without prejudice to the Authority's right to do so under any other similar provision in this Agreement permitting encashment.

### **3.6.2 Fresh Performance Security**

In the event of the encashment of the Performance Security by the Authority pursuant to Encashment Notice issued, the Contractor shall within 30 (thirty) days of the Encashment Notice furnish fresh Performance Security to the Authority, failing which the Authority shall be entitled to terminate this Contract Agreement by giving 30 days notice in accordance with the provisions herein.

### **3.7 Validity Period**

Bids shall remain valid for a period of 180 Days from the Due Date of (Online) Submission of Bid. Authority reserves the right to reject a bid which is valid for a period less than so specified and also shall not be liable to send an intimation of any such rejection to such bidder.

### **3.8 Extension of Period of Validity**

In exceptional circumstances, Authority may solicit the Bidder's consent for extension of bid validity period. Any such request by the Authority and the response thereto shall be made in writing and such extension by the Bidder should be unconditional. Bidder may refuse Authority's request for such extension without forfeiting the Bid Security. Bidder accepting request of Authority shall not be permitted to modify its bid.

### **3.9 Right to call for more information /documents**

If during bid evaluation, the Authority finds certain information or documents not having been submitted by the bidder, of being made available partially only, the Authority, at its sole an absolute discretion retains the right to

- a) evaluate the bid based on submitted documents only or
- b) ask for the missing information or documents from the bidders

The Authority's decision in this case and with regard to any interpretation of any submitted documents would be final and binding.

### **3.10 Signing of Contract**

The Contract shall come into force only if following conditions have been satisfied:

- (1) Performance security has been paid within the time specified in the BID Summary of this TENDER document.
- (2) Agreement has been executed within the period as specified in the Letter of Acceptance.
- (3) As per the Bombay Stamp Rules Act 1958, Appendix 1, Article 5, the bidder shall enter in to an Agreement with the Corporation on Rs. 300 Stamp Paper.

The Draft Agreement is provided in the Annexure 9. If for some reason, the Agreement is not signed or is delayed, and the Bidder has already been awarded the Contract through issuance of LOA, then, the terms of the TENDER and bid submitted to the Authority without objection, shall be deemed to the operative contract in force.

### **3.11 Right of Authority to accept or reject any Bid**

The Authority will accept the bid which will be best suited in all aspects. The decision of the Authority shall be final in these aspects. The Authority also reserves following rights without any kind of liability:

- (1) To accept or reject any or part of any bid/ entire bid or all the bids without assigning any reason thereof.
- (2) Not to accept the lowest bid or assign reasons for not accepting the lowest bid.
- (3) Not to proceed ahead in the bid process without assigning any reason thereof.

### **3.12 Conflict of Interest**

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

A. The Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or Associate (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for Company, Partnership Firm, and Proprietorship firm is defined as follows.

- (1) **If Applicant is a Company** : In such case, the Applicant (including its Member or Associate or any shareholder thereof of Applicant and/or its Associates) possessing over 25% of the paid up and subscribed capital in its own company, Member or Associate as the case may be, also holds:
  - a) more than 25% of the paid up and subscribed equity capital in the other Applicant , its Member or Associate of such other Applicant , its Member or Associates is Company; and/or
  - b) more than 25% of profit sharing in other Applicant , its Member or Associates such other Applicant , its Member or Associates is a Partnership firm. and/or
  - c) Other Applicant , its Member or Associates which is a Proprietorship Firm.
- (2) **If Applicant is a Partnership Firm** : In such case , the Applicant or its Partners or Associate having a profit sharing of more than 25% of such Applicant or its Partners or Associate as the case may be also holds;

- a) more than 25% of the paid up and subscribed equity capital in the other Applicant , its Member or Associate of such other Applicant , its Member or Associates is Company; and/or
  - b) more than 25% of profit sharing in other Applicant , its Member or Associates such other Applicant , its Member or Associates is a Partnership firm. and/or
  - c) Other Applicant , its Member or Associates which is a Proprietorship Firm.
- (3) **If Applicant is a Proprietorship Firm** : In such case , the Applicant or its Proprietor or Associate of such Applicant or its Proprietor or Associate as the case may be also holds;
- a) more than 25% of the paid up and subscribed equity capital in the other Applicant , its Member or Associate of such other Applicant , its Member or Associates is Company; and/or
  - b) more than 25% of profit sharing in other Applicant , its Member or Associates such other Applicant , its Member or Associates is a Partnership firm. and/or
  - c) Other Applicant , its Member or Associates which is a Proprietorship Firm.

It is to be noted that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956.

- B. A constituent of such Applicants is also a constituent of another Applicants; or.
- C. Such Applicant receives or has received any direct or indirect subsidy from any other Applicant /s, or has provided any such subsidy to any other Applicant/s; or
- D. Such Applicants has the same legal representative for purposes of this Bid as any other Applicant/s; or
- E. Such Applicants has a relationship with another Applicant/s, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each of the other Applicant/s;

#### **4. SCOPE OF WORK :-**

The Scope of work for providing daily newspaper cuttings pertaining to Ahmedabad Municipal Corporation shall be as follows :

- a) The Contractor shall have to read all leading daily newspapers which are published in Gujarati & English Language in Ahmedabad City on daily basis.
- b) The Contractor shall have to Segregate news reports pertaining to Ahmedabad Municipal Corporation after reading all leading daily newspapers on daily basis.
- c) As instructed by Official-In-Charge, The Contractor shall have to provide all such news reports in form of Soft copy i.e. PDF file and / or Image file through E-mail and / or WhatsApp as per daily schedule given by Official-In-Charge.
- d) The Contractor shall develop a design for format of Soft copy i.e. PDF file and / or Image file in consultation with AMC and/or Official-In-Charge of AMC.
- e) The Contractor shall have to deploy sufficient number of personnel, procure necessary equipments, software's and subscribe services, if any required for successful completion of the task. The Cost for the same shall be Bourned by the Contractor.
- f) The Contractor shall be required to obtain all necessary approvals and clearances for carrying out the work. The Authority would facilitate the process.
- g) The Contractor shall not sublet, transfer or assign the work or any part thereof to others.
- h) The Contractor shall also provide Hard Copy of all such news reports whenever it is demanded by the Authority and / or Official-In-Charge of AMC.

## **5. GENERAL INSTRUCTIONS TO THE BIDDER :-**

- A. The cost of Bid document i.e. tender fees will not be refunded under any circumstances.
- B. Language of the bid shall be English only.
- C. The Bidder shall quote Price Bid in Indian Rupees including of GST. TDS will be deducted from bill amount as per the prevailing Govt. Rules & regulations.
- D. Bidders are expected to quote competitive and workable rates considering Scope of Work, Technical Specification, Taxes, Transportation & Fixed cost and any other expenses, if any.
- E. If required, bidders may visit Publicity Department, "C" Block, 1st Floor, Danapith, Ahmedabad for further clarification.
- F. Conditional tender shall not be accepted. Authority reserves the right to accept or reject such tenders without assigning any reason thereof.
- G. The successful Bidder shall have to start the work immediately from the date of Letter of Intent/ Work order. In case of non-compliance with the above condition, the action may be taken.
- H. No extra item/ Additional work would be executed without getting the approval. If there may be any extra work, Bidder has to bring to the notice to AMC well in advance with expected cost of execution.
- I. For the subject tendered work, AMC decision for acceptance or rejection of the Quality Of work will be final and binding on you.
- J. The AMC also reserves right to amend, alter, increase or decrease the scope of work and payment will be made accordingly.
- K. If tender submitted in contravention of the terms and conditions stated herein will not be considered.
- L. Contractor shall be responsible for and shall pay any compensation to your workman payable under the workman's compensation Act, 1923(VII of 1923) for injuries, cause to the Workman. If such compensation is paid by AMC as principal under sub-section (1) of section 12 of the said act on behalf of the Bidder. It shall be recovered by AMC from Contractor under section (2) of the said section. Contractor shall pay such amount of compensation on demand, failing which same will be recovered from Contractor's bills.
- M. Authority reserves the right to accept or reject any or all tenders without assigning any reason thereof. This Tender notice shall form a part of contract document. The bidders are advised to read carefully the tender documents.
- N. In case of any dispute or difference of opinion in the interpretation of any of the terms and conditions of this tender, the decision of the Municipal Commissioner, shall be final and binding to all.
- O. The courts at Ahmedabad in Gujarat state only will have jurisdiction to deal with and decide any legal dispute or contravention between the parties hereto.



## 6. GENERAL CONTRACT CONDITIONS :-

- A. Validity of this TENDER is 180 days from the last submission date.
- B. As per the instruction of Official In-Charge, the Contractor shall provide **Daily News Paper Cuttings Pertaining to AHMEDABAD MUNICIPAL CORPORATION.**
- C. The Contractor shall mobilize at his own cost, all the material, equipments and manpower required to execute the work. AMC shall not consider any claims for reimbursement of transportation cost for mobilization of men and material.
- D. The Contractor shall pay a site visit at his own cost, prior to submit the bid and receive information's related from AMC official in-charge with respect to the TENDER.
- E. The Contractor shall co-operate and co-ordinate with Publicity department or Officials who are in charge of work / service.
- F. Any Information or material borrowed by the Contractor from AMC, if any, shall remain the sole property of AMC. Such property of AMC shall be returned after completion of the work.
- G. Authority or its representatives may ask to change/alter/modify the approved designs, if deemed suitable, during work execution period. The Contractor shall make all good to incorporate such change/alteration/Modifications in the work being executed.
- H. In case of dispute for unseen or overlooked News, the decision of the Municipal Commissioner / Deputy Municipal Commissioner (Publicity) shall be final.
- I. The contractor shall have to make his own arrangement of leading News Papers published in Ahmedabad.
- J. Contractor shall not assign sub-let or transfer their interest in this agreement without written consent of AMC.
- K. The Contractor shall pay Liquidated damages as provided in the Section 2: BID Summary. Incidence of repeated payment such damages shall be considered Contractor's event of default.
- L. Decision of Municipal Commissioner / Deputy Municipal Commissioner (Publicity) will be final and abiding to all in any circumstances.

- M. The Authority shall inspect and observe overall functioning of the activities in light of the terms and conditions of the Contract. The Authority or its Authorized representative can conduct direct or indirect, random or scheduled checking and inspection of the adequacy of work and services provided by the Contractor.
- N. The Contractor shall take adequate insurance cover such as Comprehensive third party insurance, fires and all peril risk insurance, workmen's compensation and any other insurance required to render the services to AMC during contract period.
- O. If the Contractor fails to provide output with desired quality, in adverse situation AMC shall issue a written notice/memo to the Contractor. AMC shall be entitled to terminate the contract with immediate effect in case of issuance of written notice/memo for three (3) times subsequently during contract period.
- P. The Contractor shall not be entitled to sub contract the task or any part thereof. Such arrangement shall be considered as material breach of the agreement.
- Q. **Indemnity:** Contractor shall at all times, i.e. during the subsistence of the Contract and at any time thereafter, defend, indemnify and hold AMC harmless from and against all claims (including without limitation claims for infringement of intellectual property, breach of contract, death or injury to person/animal or damage to property, or other tort claims) and expenses (including costs incurred in defending itself in court proceedings) arising out of or relating to the breach by Contractor of any covenant representation or warranty or from any act or omission of the Contractor or his agents or employees
- R. **Confidentiality:** Contractor shall agree not to disclose to any third party or use confidential information of the other which each learns during the course of the Contract.

Contractor shall not disclose or disseminate any data/information pertaining to the work, without prior permission to any person other than those employees of Authority, or its affiliates, who have a need to know it in order to organise the event on behalf of the Authority.

The provisions of Confidentiality in respect of Confidential Information shall not apply to the extent that such Confidential Information is:

- 1 Already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party,
- 2 Subsequently learnt from an independent third party free of any restriction and without breach of the Contract;
- 3 Is or becomes publicly available through no wrongful act of the Receiving Party or any third party;
- 4 Is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party and without the participation of individuals who have had access to Confidential information of the Disclosing Party; or
- 5 Is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange (provided, however, that the Receiving Party shall advise the Disclosing Party of such required disclosure promptly upon

learning thereof in order to afford the Disclosing Party a reasonable opportunity to contest, limit and/or assist the Receiving Party in crafting such disclosure).

- 6 The Receiving party will ensure that all their employees who are provided access to the Disclosing Party's Confidential Information, shall sign confidentiality agreements with the Disclosing party incorporating the same restrictive conditions as are set out in this clause, if so required by the Disclosing party. The confidentiality obligations in terms of this clause shall survive for the term of this arrangement and for a period of two years thereafter.

## **S. Event of Default**

### **(a) Contractor's Event of Default**

- (1) The fails to submit deliverables even after exhaustion of incidence of Liquidated Damages.
- (2) Non improvement in performance after issuance of notices more than three times by AMC.
- (3) Any representation made or warranties given by the Contractor under this TENDER is found to be false or\ misleading.
- (4) A voluntary winding up of the Contractor or petition of bankruptcy filed by the Contractor.
- (5) The Contractor suspends or abandons the Work allotted without the prior consent of Authority.
- (6) The Contractor repudiates the agreement or otherwise evidences an intention not to be bound by it.
- (7) The Contractor is otherwise in Material Breach of the agreement or commits a default in complying with any other provision of the TENDER document.

### **(b) Authority Event of Default.**

- (1) Authority repudiates this work or otherwise evidences an intention not to be bound by it.
- (2) Authority or any Governmental Agency has an act of commission or commission created circumstances that have a Material Adverse Effect on the performance of its obligations by the Contractor.

## **T. Force Majeure**

For purposes of this contract, Force Majeure means an event beyond the control of the parties to the contract and not involving either party's fault or negligence and not foreseeable.

If, at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under this contract rendering performance of obligations impossible because of any Force Majeure event which include acts of God, war, revolutions, hostility, civil commotions, strikes, fires, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions, then the date of fulfillment of contract shall be postponed during the period when such circumstances are operative.

## **U. Termination Payment**

- (1) In Case of termination of the contract due to Contractor's Event of Default the Authority shall be entitled to forfeit the entire amount of Performance Security. No other payment shall be made with pursuant to this clause.
- (2) In Case of termination of contract due to Authority's event of default the Contractor shall be entitled to receive entire amount of performance security after deduction to any damages

payable and any residual payments to made by the Authority for completed task under this Contract.

(3) In Case of termination of contract due to any Force Majeure event, the Contractor shall be entitled to receive entire amount of performance security after deduction to any damages payable and any residual payments to be made by the Authority if any under this Contract.

- V. In case of cancellation of work by AMC for the reasons attributable to change in plan/schedule/venue of the work and/or Force Majeure event described in the tender, The Authority, at its sole discretion, shall pay the amount equivalent to the work completed by the Contractor for the cancelled Work after due verification.
- W. In case of any dispute, both parties would endeavor to resolve amicably. In case of disputes not being resolved amicably, the dispute shall be resolved through a process of arbitration held in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue of such Arbitration shall be Ahmedabad and its language shall be English.
- X. The Contract shall be construed and interpreted in accordance with and governed by the laws of India. The Courts at Ahmedabad shall have jurisdiction over all matters arising out of or relating to the Contract.

# **ANNEXURES**

## Formats for documents to be submitted

### Annexure 1: Forwarding Letter

{On bidder's letterhead}

Dated:  
To,  
Dy. Municipal Commissioner  
(Publicity),  
Danapith, Ahmedabad.

**Subject:** Submission of Bid for TENDER for Providing **Daily News Paper Cuttings pertaining to AHMEDABAD MUNICIPAL CORPORATION.** ("The Project ")

Dear Sir,

We are pleased to make our submission for the captioned TENDER. We are pleased to submit the following documents towards the same.

**Envelope I: Tender Fee, EMD and Eligibility and Qualification documents**  
**Envelope II: Technical Proposal**  
**Online : Price Bid**

I am aware of the Authority's right to accept or reject any/all bids without giving any reason and upon rejection of bid, I shall not be entitled to any right related to the Project.

We agree to all terms and conditions contained in the TENDER document. We have not made any changes either directly or indirectly in terms and conditions of the TENDER. In additions to terms and conditions of this TENDER, I am not given any written or oral promises by the Authority.

I have thoroughly read and understand all the terms and conditions of this TENDER and I promise to observe all the terms and conditions of this TENDER. I have signed and stamped each and every page of this TENDER document and submitted the same hereof.

Thanking You,

\_\_\_\_\_  
(Signature and name of Authorized Representative)

For (Name and seal of Bidder Company/firm)

**Annexure 2 : Bidder Information****{On bidder's letterhead}**

1.	Name of Bidder	:	
2.	Type of Firm	:	
3.	Head office address	:	
4.	Local office address (if any)	:	
5.	Telephone No.	:	
6.	Facsimile	:	
7.	E-mail	:	
8.	Year of Incorporation/ Registration	:	
9.	Place of Incorporation/ Registration	:	
10.	Permanent Account Number (PAN)	:	
11.	EPF Registration No.	:	
12.	ESIC Registration No.	:	
13.	GST Registration No.	:	
14.	VAT No. (if any)	:	
15.	Professional Enrollment Certificate (PEC) No.	:	
16.	Professional Registration Certificate (PRC) No.	:	
17.	Banking Details	:	
	Bank Name	:	
	Branch Address	:	
	Bank A/c. No.	:	
	MICR Code	:	
	IFSC Code	:	
18.	Other Information (If any)		
19.	Name of Contact Person	:	
20.	Designation	:	
21.	Mobile No.	:	
22.	Email	:	

All Bidders are required to furnish the documents such as MOA, AOA, and registration as may be applicable.

***(Signature and stamp of the Authorized signatory of Bidder with date)***

**Annexure 3:Format Statement showing financial details of the Proposer**

{On Statutory Auditor's letterhead}

The audited Turnover of M/s\_\_\_\_\_ for last three financial years is as follows:

Year*	Turnover (Rs. Lakh)
Average of three years	

*\* Please mention the applicable years.*

\_\_\_\_\_  
Sealed and Signed by the Statutory Auditor along with Registration Number.



#### Annexure 4 : Details of hands on Experience

{On bidder's letterhead}

Sr. No.	Name of Project	Client	Status	Supporting Document submitted

Sealed and Singed by the Authorized signatory

\* Supporting document in terms of LOA/Work Order/Agreement/ Completion Certificate shall be submitted to showcase experience.

## Annexure 5 : Format for Power Of Attorney

*(Required only if the Signatory to the Bid is not directly authorized by the Company Board, or Partners. Otherwise the Board Resolution/Partners Resolution would suffice)*

**Dated:**

To,

Deputy Municipal Commissioner,

(PUBLICITY)

Ahmedabad Municipal Corporation

Dear Sir,

REF: Your TENDER Ref.:

**<Proposer's name>** hereby authorizes **<Designated Representative's name>** to act as a representative of **<Proposer's name>** for the following activities vide its Board Resolution (and Power of Attorney if applicable)<sup>1</sup> attached herewith.

To attend all meetings conducted by AMC and shall discuss, negotiate, finalize and sign any Proposal or agreement and contract with AMC related to tender.

Yours faithfully,

**<Signature and Name of appropriate authority of the Proposer >**

**<Signature and name of the Designated Representative of the Proposer for acceptance of this Power of Attorney>**

For

**<Name of Proposer >**

**Encl: Board resolution for Authorized signatory**

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<sup>1</sup> In case the Signatory to the bid is not directly authorized through a Board/Partners Resolution of the firm, then the Power of Attorney vesting relevant powers to the Signatory should be attached. The purpose is to trace the authorization to a Board/Partner's Resolution.

## **Annexure 6 : Format for Self - Declaration**

### **Format for Self - Declaration certifying that the Entity/Promoter/s / Director/s of Entity are not blacklisted (On a Stamp Paper of relevant value- To be notariZed)**

#### **Anti-Blacklisting Declaration**

I M/s. .... (Name of the Proposer), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of Gujarat (GoG) / any other entity of GoG or blacklisted by any state government or central government / department / Local Government / Municipal Body/ Public Agency in India or from abroad from participating in providing Consulting / Advisory Services of any kind, either individually or as member of a Consortium as on the \_\_\_\_\_-(Proposal submission Date).

We further confirm that we are aware that our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this TENDER at any stage of the Bidding Process or thereafter during the agreement period. Dated this .....Day of ....., 2024.

Name of the Proposer

Signature of the Authorized person

Name of the Authorized Person

## Annexure 7 : Format of Price Bid

(To be submitted Online Only at <http://tender.nprocure.com> )

Sr. No.	Items	Rate per Month (In Rs.)
1	Providing Daily News Paper Cuttings pertaining to AHMEDABAD MUNICIPAL CORPORATION.	

**Note:**

- The quoted rate shall be inclusive of all other applicable taxes except GST. GST will be reimbursed at a prevailing rate.

## Annexure 8: Format of Bank Guarantee for Performance Security

To,  
The Municipal Commissioner,  
Ahmedabad Municipal Corporation  
Ahmedabad.

Date .....

- i) This Deed of Guarantee made this day of \_\_\_\_\_ 2024 between Bank of \_\_\_\_\_ (hereinafter called the "Bank") on the one part, and \* \_\_\_\_\_ (hereinafter called "the Authority") of the other part.
- ii) Whereas authority has awarded the Contract for (Description of Item). (hereinafter called the Contract) to: \_\_\_\_\_ (Name of Contractor) (hereinafter called the Contractor).
- iii) AND WHEREAS the Contractor is bound by the said Contract to submit to the Authority a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in Figures and words).
- iv) NOW, WE THE UNDERSIGNED \_\_\_\_\_ (Name of Bank) \_\_\_\_\_ do hereby unconditionally and irrevocably undertake to pay to the Authority an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) without any demur, merely on a demand in writing from the Authority stating that the amount claimed is due and payable by the Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We, the Bank, further undertake to pay to the Authority (AMC) any money so demanded notwithstanding any dispute raised by the Contractor in any manner whatsoever and our liability under these presents is absolute, unconditional, unequivocal and irrevocable.
- v) We, the Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement.
- vi) This Guarantee is valid for a period of \_\_\_\_\_ (Duration in \_\_\_\_\_ days (months) in figures and words) from the date of signing. (The initial period for which this Guarantee will be valid must be for at least \_\_\_\_\_ days/months longer than the anticipated expiry date of the Warranty period or Annual Maintenance Contract (as the case may be) as stated in the 'General Conditions of Contract'. We undertake not to revoke this guarantee during its currency without the written consent of the Authority.
- vii) At any time during the period in which this Guarantee is still valid, if the Authority agrees to grant a time extension to the Contractor or if the Contractor fails to complete the works within the time of completion as stated in the Contract, or fails to discharge itself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Authority and at the cost of the Contractor.

- viii) The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
- ix) The neglect or forbearance of the Authority in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Authority for the payment hereof shall in no way relieve the Bank of their liability under this deed.
- x) We, the Bank, undertake not to revoke this Guarantee except with the previous consent of the Authority in writing. This Guarantee shall be valid up to \_\_\_\_\_ and we undertake to renew/extend this Guarantee from time to time till the completion of performance by the Contractor of its obligations under the Contract and/or as demanded by the Authority.
- xi) The expressions "the Authority", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assignees.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ being herewith duly authorized.

For and on behalf of the \_\_\_\_\_ Bank

Signature of authorized Bank official

Name :

Designation :

Stamp/Seal of the Bank :

Signed, sealed and delivered

For and on behalf of the Bank

by the above named \_\_\_\_\_

in the presence of :

Witness 1.

Signature

Name

Address

Witness 2.

Signature

Name

Address

## Annexure 9 : Format of Agreement

*(Indicative)*

### **AGREEMENT FOR Providing Daily News Paper Cuttings pertaining to AHMEDABAD MUNICIPAL CORPORATION**

#### **PRELIMINARY**

THIS AGREEMENT is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

#### **BETWEEN**

Amdavad Municipal Corporation (AMC /the Authority), Municipal Corporation incorporated under provision of Bombay Province Municipality Act 1949, and having its registered office at Sardar Patel Bhavan, Danapith Ahmedabad (hereinafter referred to as "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

#### **AND**

\_\_\_\_\_, a company/partnership firm/Private Ltd/ Ltd incorporated under the provisions of \_\_\_\_\_ Act, \_\_\_\_\_ and having its registered office at \_\_\_\_\_ (hereinafter referred to as the "Contractor" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part.

#### **WHEREAS:**

- A. Authority wishes to appoint a Contractor to Provide **Daily News Paper Cuttings pertaining to AHMEDABAD MUNICIPAL CORPORATION.**
- B. Authority had accordingly invited proposals by TENDER dated \_\_\_\_\_ (the "tender") to select suitable parties through open competitive Proposal process. The Authority had prescribed the technical and commercial terms and conditions in its TENDER document for selection of Contractor for above task.
- C. After evaluation of the bids received, Authority accepted the Proposal of the M/S \_\_\_\_\_ and issued its letter of acceptance dated \_\_\_\_\_ (hereinafter called the "LOA") to Contractor, requiring, inter alia, the execution of this Agreement.
- D. The Authority has accordingly agreed to enter into this Agreement with Contractor for execution of his rights and responsibilities, subject to and on the terms and conditions set forth hereinafter.

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

### Meaning of this Agreement

This Agreement shall constitute a contract between the Authority and the Contractor under the Indian Contracts Act, 1872. The Agreement shall clearly and expressly constitute the following:

- (1) Main body of this Agreement;
- (2) Tender document dated \_\_\_\_\_ including;
- (3) Addendum and Response to Queries dated \_\_\_\_\_
- (4) Contractor's Bid;
- (5) Performance Security.
- (6) LOA dated \_\_\_\_\_.
- (7) Any relevant correspondence between the two parties that the signatories have agreed to include as part of the Agreement for validating and clarifying any points in the Agreement, or by way of revised or improved understanding of any terms of the Agreement as appended herein.

Above mentioned documents shall be deemed to form and be read and construed as part of this Agreement, and attached as Annexure to this Agreement.

### Notices

Unless otherwise stated, notices to be given under this Agreement and the TENDER including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

#### If to **Authority** :

Deputy Municipal Commissioner  
PUBLICITY  
"C" Block, 1st floor, Sardar Patel Bhavan,  
Amdavad Municipal Corporation,  
Danapith, Ahmedabad - 380001.  
**Phone:** 079- \_\_\_\_\_

#### If to the **Contractor** :

The-----,

-----

Fax No. -----



Or such address, facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered:

- i. In the case of any communication made by letter, when delivered by hand, by recognized courier or by mail (registered, return receipt requested ) at the address, and
- ii. In the case of any communication made by facsimile, when transmitted properly addressed to such facsimile number.

### **Counterparts**

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED SEALED AND DELIVERED:

SIGNED, SEALED AND DELIVERED

For and on behalf of Authority by:

(Signature)

(Name)

(Designation)

(Address)

(Phone No.)

SIGNED, SEALED AND DELIVERED

For and on behalf of Contractor by:

(Signature)

(Name)

(Designation)

(Address)

(Phone No.)

*Schedules to be appended to the Agreement*

### **SCHEDULE – A Performance Security**