



TENDER
FOR
ENGAGEMENT OF DATA ENTRY
OPERATORS(DEO) UNDER NATIONAL
REGISTER OF CITIZEN (NRC), UPDATION
PROJECT IN ASSAM

NOT TRANSFERABLE

**OFFICE OF THE COMMISSIONER & SECRETARY TO
THE GOVERNMENT OF ASSAM, POLITICAL
DEPARTMENT &
STATE COORDINATOR OF
NATIONAL REGISTRATION (NRC), ASSAM
ASSAM SECRETARIAT,
GROUND FLOOR, CM BLOCK, DISPUR, GUWAHATI - 781006**

Tender –Data Entry Operators

SECTION I

GOVERNMENT OF ASSAM
OFFICE OF THE COMMISSIONER & SECRETARY TO THE GOVERNMENT OF ASSAM,
POLITICAL DEPARTMENT &
STATE COORDINATOR, NRC, ASSAM
ASSAM SECRETARIAT, CM'S BLOCK, GUWAHATI- 06
E-mail: spmu.nrc.assam@gmail.com Phone: 9954964758.

Tender no: SPMU/NRC/SDEO/38/2014/13

Dated the 17th October, 2014

NOTICE INVITING TENDER

Sealed quotations are hereby invited affixing court fee stamp worth Rs. 8.25 (Rs. Eight and Twenty five Paise only) from reputed Agencies/Firms for engagement of approx. upto 70 nos. of Data Entry Operators (DEO) at the office premises of the Office of State Coordinator, NRC, Assam in Guwahati. The period of contract will be initially for a period of 12 months and may be reduced or extended at the discretion of the Department. The contract will be effective after signing of agreement with the Department.

- Schedule to the invitation of Tender:

1	Date of issue of Tender Document	17-Oct-2014
2	Time and last date of depositing tender/bid	06-Nov-2014 upto 2:00 PM
3	Time and date of opening of Qualifying Bid	06-Nov-2014 at 3:00 PM
4	Place of opening Tender	O/o the Commissioner & Secretary to the Govt. of Assam, Political Deptt. & State Coordinator, NRC, Assam. Ground floor, CM's Block, Assam Secretariat, Dispur, Guwahati

Service to be provided:

Sl. No.	Service	Tentative Requirement (Manpower)
1	Engagement of Data Entry Operator	Upto 70 nos.

- Bid Security: The Applicant shall furnish as part of its Proposal a Security deposit of Rs. 50,000/- (Rupees Fifty Thousand only) only in the form of a Demand Draft/Banker's Cheque issued by any Nationalized Bank in India in favour of Commissioner & Secretary, Political Department payable at Guwahati with validity for 180 days from the date of issue of Tender document. The Bid Security will be returned to unsuccessful Applicants within 30 (thirty) days from date of finalization of order. The Security deposit of the selected Applicant shall be returned upon the Applicant signing the Agreement.
- Intending eligible bidders may obtain Tender Document from the Office of the State Coordinator, NRC, Political Department, Assam Secretariat, CM's Block, Guwahati-06 on payment of Rs. 500/- (Rs. Five Hundred only) which is non refundable in the form of Demand Draft or Banker's Cheque in favour of Commissioner & Secretary, Political Department, payable at Dispur with minimum 90 days validity from the date of issue of the Tender document. The document can also be downloaded from the Official Website of the Department (www.online.assam.gov.in). In case of a downloaded form, the Applicant shall pay the fee of Rs. 500/- (Rupees Five Hundred Only) along with its Bidding document in the form of a Demand Draft/Banker's Cheque as mentioned above.

Commissioner & Secretary, Political Department, &
State Coordinator of National Registration (NRC), Govt. of Assam

Tender –Data Entry Operators

SECTION II
BID FORM

To,

Commissioner & Secretary, Political Department &
State Coordinator of National Registration (NRC)
CM’s Block, Assam Secretariat, Guwahati- 06

Dear Sir,

1. Having read the conditions of contract and services to be provided the receipt of which is hereby duly acknowledged, I/We, the undersigned, offer to provide engagement of Data Entry Operator (DEO) in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps, etc., and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a Nationalized Bank for a sum as mentioned in tender document for due performance of the Contract.
4. We agree to abide by this Bid document for a period of 12 (Twelve) months from the date fixed for Tender opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. Until an agreement is signed and executed, this tender together with your written acceptance thereof, in your notification of award shall constitute a binding contract between us.
6. Tender submitted by us are properly sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this day of 2014.

Signature of:

In capacity of:

Duly authorized to sign the tender for and on behalf of.....

Witness.....

Address.....

Signature.....

SECTION III
BIDDER’S PROFILE

General:

1. Name of the Agency/Organization:
2. Address of the Agency/ Organization:
3. Telephone numbers with STD code (O), Mobile & Fax number:
4. Detail of Trade License:
5. Bidder’s bank, its address and current account number:

Tender –Data Entry Operators

I/We hereby declare that the information furnished above is true and correct. I am also attaching the copies of license/authorization documents claimed hereunder.

Place:.....

Date:.....

Signature of Bidder/Authorized signatory:.....

Name of the Bidder:.....

Seal of the Bidder

SECTION IV

SCOPE OF WORK

1. Carry out typing work/feeding of data on computers for the office of State Coordinator of National Registration (NRC), Assam.
2. Compilation and verification of data.
3. Accurate Data entry or checking shall be in English and/or Assamese/Bengali.
4. Any other works related to data handling.

SECTION V

ELIGIBILITY CRITERIA

Bidder will have to provide the following particulars and should meet the following criterion:

SI	Eligibility criterion for the Bidder	Documents to be submitted
1	<ul style="list-style-type: none">➤ Should be registered body under the Indian Societies Registration Act or Indian Company Registration Act or their state counterparts	<ul style="list-style-type: none">➤ Detail of the organization (including Name, Complete Address, Phone No, Contact Person, Email ID, Brief Description of the organization, etc).➤ Attested/Notarized copy of the registration certificate.➤ Attested/Notarized copy of the updated valid Service tax Registration certificate.➤ Attested/Notarized copy of up-to-date Trade license➤ Attested/Notarized copy of Income Tax PAN Card No (Photocopy of the PAN Card need to be submitted).
2	<ul style="list-style-type: none">➤ At least 3 years of experience in the relevant field with Government Departments or PSUs.	<ul style="list-style-type: none">➤ Copy of the work order in support of the work experience must be enclosed.
3	<ul style="list-style-type: none">➤ Average Annual Turnover of the Bidder	<ul style="list-style-type: none">➤ Annual Turnover of last 3 years (FY 2011-12,

Tender –Data Entry Operators

SI	Eligibility criterion for the Bidder	Documents to be submitted
	during last three financial years should not be less than Rs. 2 Lakhs.	2012-13, 2013-14) duly certified by Chartered Accountant.
4	<ul style="list-style-type: none"> ➤ The bidder should not have been blacklisted by any government organization. 	<ul style="list-style-type: none"> ➤ Self-declaration certificate regarding the matter that the organization is not blacklisted by any Government Organization. ➤ Should submit a self declaration for not being under legal action for corrupt or fraudulent practices.
5	Other Documents (to be submitted by the bidder along with the proposal)	<ul style="list-style-type: none"> ➤ Non refundable court fee stamp of Rs.8.25 (Rupees eight & paisa twenty five) only. ➤ The proposal document shall be signed by the proposer in all the pages with official seal.

SECTION VI

TERMS & CONDITIONS

1. Normal shift timing would be of 8 (Eight) hours duration.
2. Data entry operators shall be deputed on as and when required basis.
3. No. of operators required for a particular period shall be decided by the Department.
4. The persons engaged by the Agency/ Organization shall not have any adverse police records or criminal cases. The Agency/Firm shall make adequate enquiry about the character and antecedent of the persons before engagement of such persons through local police. Proofs of identity like driving license, PAN card, proof of residence and recent photograph should be submitted by the Service provider to the Department.
5. The Department shall withdraw such employee(s) who are not found suitable by the Department for any reason. The service provider shall replace such person(s) immediately on request of the Department.
6. The personnel engaged by the Service Provider shall not claim any regularization/compensation/benefit from the Department.
7. The personnel engaged by the Service Provider shall not divulge/disclose any information related to the Department as all information is confidential in nature.
8. If otherwise found to be divulging information of any nature, appropriate action shall be taken by the Department as per existing law of the land.
9. The Service Provider's personnel should be polite, cordial, positive and efficient while handling the assigned works.
10. The Service Provider shall be responsible for any act of omission and commission by any personnel of the Agency/ Organization.
11. The personnel shall be adept in computer typing and shall be monitored by the Department from time to time.

Tender –Data Entry Operators

12. The Agency/ Organization shall provide Photo Identity Card to the personnel engaged for the purpose. The Photo Identity Card should be displayed by the personnel while staying within the premises of the Department.
13. The Agency/ Organization shall ensure proper conduct of his personnel within the office premises and enforce prohibition of consumption of alcohol, smoking and any other substance abuse.
14. The Agency/ Organization shall provide personnel beyond the normal shift if required. As such, the Firm shall ensure providing personnel as necessary so that the data entry work is not hampered at any cost. This may include Sundays and Holidays.
15. The Firm/ Organization shall be wholly and exclusively responsible for the payment of the personnel engaged for the Department. The wages should comply to the existing norms as mentioned under Minimum Wages Act, Employees Provident Fund, ESI, etc., and the Department shall not incur any liability for any expenditure whatsoever on the persons employed by the Firm/ Organization on any account.
16. It shall be the duty of the Firm/ Organization to pay the wages of the personnel in the first week of the subsequent month. Bill to the Firm/ Organization shall be paid only after due disbursement of the wages of the personnel.
17. The Service Provider shall be contactable at all times and message by phone/fax/e-mail should be acknowledged immediately on receipt of the same.
18. The Department shall not be responsible for any loss of items of the personnel engaged by the Service Provider.
19. The Agency/Firm shall be responsible for proper maintenance of computer, computer peripherals, electrical fittings, etc., while undertaking the services undertaken by it and shall be responsible for any damage incurred.
20. If this department suffers any loss or damage on account of negligence, defaults or theft on the part of the personnel of the agency, then the agency/firm shall be liable to reimburse the pecuniary value of the loss as decided by this Department for the same. The Agency/Firm shall keep the Department fully indemnified against any such loss or damage.
21. The successful bidder shall furnish a security deposit equivalent to Rs. 50,000/- in the form of a Demand Draft/Bankers Cheque drawn from any Nationalized Bank in favour of the Commissioner and Secretary, Political Department, Govt. of Assam. The Security Deposit shall remain valid for the contract period. The Security Deposit shall be forfeited incase the agency fails to provide manpower/delay in deputation of manpower/absence of manpower/misconduct of manpower/non-compliance of terms and conditions stated in the bid document.
22. The persons who will be employed as Data Entry Operator by agency/organization must have following minimum qualifications and attributes:
 - a. The DEOs should preferably be graduates in any discipline from recognized University.
 - b. They must be well versed with the use of MS Office, Excel package and must possess English/Assamese/Bengali typing speed of 40 words per minute.
 - c. They should not reveal the official nature of work to outsiders and must maintain confidentiality and integrity.
23. **Period of Contract:** The contract would be for one year from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Department in case services are not received satisfactory within the contracted period.
24. **Arbitration:** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration.

Tender –Data Entry Operators

- 25. Transfer and Sub-letting:** The contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.

SECTION VII Special Conditions of Tender

The Bidder is binded by the Special conditions of the tender mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder as selected by the Department. Failure to do may result in rejection of Bid submitted by the Bidder.

1. Performance Guarantee:

The Bidder will be required to furnish a Performance Guarantee of Rs. 50,000/- (Fifty thousand only) by way of Bank Guarantee through a Nationalized bank within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of completion of Contract period.

2. Payment Terms: The payment will be made as per the following terms, on production of the requisite documents:

a. Monthly payment would be made to the firm on the basis of attendance sheet maintained by the Department in respect of engaged Data Entry Operator depending upon their satisfactory performance of work.

b. No advance payment would be made at any cost.

c. Payment for inclusion/deletion of DEO during the contracted period will be calculated on pro-rata basis. Penalty etc. shall be deducted from the running payment.

3. Force Majeure Clause:

a. Neither party shall bear responsibility for the complete or partial non performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

e. If the impossibility of complete or partial performance of an obligation lasts for more than one months either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

SECTION VIII Evaluation Criteria & Price Bid Issues:

1. Evaluation Criteria: The broad guidelines for evaluation of Bids will be as follows:

a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the tender, both technically and commercially.

b. In respect of Two Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Department with reference to the eligibility criteria mentioned in the tender.

Tender –Data Entry Operators

The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

c. The lowest Bid will be decided upon the lowest acceptable price quoted by the particular Bidder as per the Price Format. The consideration of taxes and duties in evaluation process will be as follows:

(i) All taxes and duties quoted by the Bidders will be considered. The ultimate cost to the Department would be the deciding factor for ranking of Bids.

(ii) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(iii) The Lowest Acceptable Bid will be considered further for placement of contract/supply order after complete clarification and price negotiations as decided by the Department. Department also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full number of DEOs in stipulated time at L-I rate.

(iv) The bidder has to indicate firm and fixed price and conditional price bid will be rejected.

(v) Any other criteria as applicable to suit a particular case.

2. Price Bid Format: The Bidder has to quote financial bid as per Appendix 2:

SECTION IX

AGREEMENT FOR HIRING OF DATA ENTRY OPERATORS

This agreement is made on this _____ day of 2014 between M/s _____ (herein after called the Bidding Agency whose term includes its successors and assignees) whose registered office is at _____ and between Shri Prateek Hajela, IAS, State Coordinator, NRC cum Commissioner & Secretary, Political Department, Govt. of Assam.

The validity of this contract agreement will be for a period of 12 months fromday of... Month of Year..... to.....day of..... Month of Year..... This agreement can be terminated at any time on giving a written notice of one month from either side. The Department shall have the right to renew this agreement on mutually agreed terms and conditions for a further period from the date of expiry thereof.

Now, these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings:

1. The Agency shall comply with all the terms and conditions of the tender document which are integral parts of this agreement and also the following -
2. The Agency shall deposit an amount of Rs 50,000/- (Rupees Fifty Thousand) only within 30 days of receiving the Department's intention for accepting the bid as Performance Security in form of Bank Guarantee valid for 6 months. If the Agency fails or neglects any of his obligations under the contract it shall be lawful for the Department to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.
3. The Agency shall deploy required DEO personnel to the office of the State Coordinator of National Registration (NRC), Assam, Achyut Plaza, Behind HUB, Bharalupar, Bhangagarh, G.S. Road, Guwahati – 781005 at the rate(settled by the Tender).

Tender –Data Entry Operators

4. Carry out typing work/feeding of data on computers for the office of State Coordinator, National Registration (NRC), Assam. Normal shift timing would be of 8 (Eight) hours duration.
5. Compilation or verification of data.
6. Data entry or checking shall be in English or Assamese or Bengali.
7. Data entry operators shall be deputed on as and when required basis.
8. No. of operators required for a particular period shall be decided by the Department.
9. The persons engaged by the Agency/Firm shall not have any adverse police records or criminal cases. The Agency/Firm shall make adequate enquiry about the character and antecedent of the persons before engagement of such persons through local police. Proofs of identity like driving license, PAN card, proof of residence and recent photograph should be submitted by the Service provider to the Department.
10. The Department shall withdraw such employee(s) who are not found suitable by the Department for any reason. The service provider shall replace such person(s) immediately on request of the Department.
11. The personnel engaged by the Service Provider shall not claim any regularization/compensation/benefit from the Department.
12. The personnel engaged by the Service Provider shall not divulge/disclose any information related to the Department as all are confidential in nature.
13. If otherwise found to be divulging information of any nature, appropriate action shall be taken by the Department as per existing law of the land.
14. The Service Provider's personnel should be polite, cordial, positive and efficient while handling the assigned works.
15. The Service Provider shall be responsible for any act of omission and commission by any personnel of the Agency/Firm.
16. The personnel shall be adept in computer typing and shall be monitored by the Department occasionally.
17. The Agency/Firm shall provide Photo Identity Card to the personnel engaged for the purpose. The Photo Identity Card should be displayed by the personnel while staying within the premises of the Department.
18. The Agency/Firm shall ensure proper conduct of his personnel within the office premises and enforce prohibition of consumption of alcoholism, smoking and any other substance abuse.
19. The Agency/Firm shall provide personnel beyond the normal shift if required. As such, the Firm/Agency shall ensure providing personnel as necessary so that the data entry work is not hampered at any cost. This may includes Sundays and holidays.
20. The Firm/Agency shall be wholly and exclusively responsible for the payment of the personnel engaged for the Department. The wages should comply to the existing norms as mentioned under Minimum Wages Act, Employees Provident Fund, ESI, etc., and the Department shall not incur any liability for any expenditure whatsoever on the persons employed by the Firm/Agency on any of any obligation.
21. It shall be the duty of the Firm/Agency to pay the wages of the personnel in the first week of the subsequent month. Bill to the Firm/Agency shall be paid only after due disbursement of the wages of the personnel.
22. The Service Provider shall be contactable at all times and message by phone/fax/e-mail should be acknowledged immediately on receipt of the same.

Tender –Data Entry Operators

23. The Department shall not be responsible for any loss of items of the personnel engaged by the Service Provider.
24. The Agency/Firm shall be responsible for proper maintenance of computer, computer peripherals, electrical fittings, etc., while undertaking the services undertaken by it and shall be responsible for any damage incurred.
25. If this department suffers any loss or damage on account of negligence, defaults or theft on the part of the personnel of the agency, then the agency/firm shall be liable to reimburse the pecuniary value of the loss as decided by this Department for the same. The Agency/Firm shall keep the Department fully indemnified against any such loss or damage.
26. The successful bidder shall furnish a security deposit equivalent to Rs. 50,000/- in the form of a Demand Draft or Bankers Cheque drawn from any Nationalized Bank Bank in favour of the Commissioner and Secretary, Political Department, Govt. of Assam. The Security Deposit shall remain valid for the contract period. The Security Deposit shall be forfeited incase the agency fails to provide manpower/delay in deputation of manpower/absence of manpower/misconduct of manpower/non-compliance of terms and conditions stated in the bid document.
27. All services shall be performed by persons qualified and skilled in performing such services.
28. The persons who will be employed as Data Entry Operator by contractor/suppliers must have following minimum qualifications and attributes:
- (a) They must be at least graduate in any discipline from recognized University.
 - (b) They must be well versed with the use of MS Office, Excel package, Power point presentation and must possess an English/Assamese/Bengali typing speed of 40 words per minute.
 - (c) They must have good moral character and nice behavior while working.
 - (d) They should not reveal the official nature of work to outsiders and must maintain confidentiality and integrity.
29. This agreement will be in force for 12 (Twelve) Months from the date of agreement, which may be extended by mutual consent of both the parties.
30. Other penalty that shall be levied and recoverable from the monthly rent are as under:

Sl. No.	Nature of default	Penalty (In Rs)
A	Late Reporting of personnel	Rs. 100/-
B	Departure without the reliever's arrival.	Rs. 200/-
C	In case of absent from duty, the Agency/Contractor's failure to substitute the personnel	Rs. 500/-
D	Change of personnel without prior knowledge of the Department	Rs. 200/-
E	Misconduct by personnel	Rs. 500/-

31. The attendants shall be under the pay roll of the Supplier and the Department has no financial liability whatsoever.
32. The attendants shall report on time, shall not be found consuming liquor or indulge in any substance abuse.
33. In case of persons engaged for the purpose remain absent from duty, a substitute shall be provided by the bidder immediately, failure to do so would impose penalty. Penalty may also be levied for late reporting/non-reporting, etc., as mentioned:

Tender –Data Entry Operators

For and on behalf of the Political Department

For and on behalf of the Agency

Name (caps) _____

Name (caps) _____

Position _____

Position _____

Date _____

Date _____

In the presence of Witnesses

In the presence of Witnesses

Signed _____

Signed _____

Tender –Data Entry Operators

APPENDIX 1

BANK GUARANTEE FOR PERFORMANCE SECURITY

FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No. _____ Dated _____

(Name of the Bank) _____

(Hereinafter referred to as the 'Bank')

Beneficiary of Bank Guarantee

State Coordinator, National Register of Citizens Updation Project, Assam & Commissioner & Secretary, Political Department, CM Block, Assam Secretariat, Dispur - 06

Context of Bank Guarantee

Performance Security in pursuance of Section XI of the Contract Agreement dated _____ (hereinafter referred to as the 'Agreement'), executed between the State Coordinator, NRC cum Commissioner & Secretary, Political Department, Govt. of Assam (hereinafter referred to as the "Department") and _____ (hereinafter referred to as "Bidder") for providing Data Entry Operators at the office of State Coordinator, The Department (hereinafter referred to as the "Work or Services"), however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner be relied upon at any stage or adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee.

Operative part of the Bank Guarantee

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

We unconditionally and irrevocably undertake to pay to the Department on an immediate basis, upon receipt of first written demand from the Department and without any cavil or argument or delaying tactics or reference by us to the Bidder and without any need for the Department to convey to us any reasons for invocation of the Guarantee or to prove the failure to perform the Services as per requirements on the part of the Bidder or to show ground or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs. _____ (Rupees _____ only).

We hereby waive the necessity of the Department to demand the said amount from the Bidder first prior to serving a Demand Notice upon us for the encashment of this Bank Guarantee amount.

We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the Department that the Department shall, be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by the Bidder, which are recoverable by the Department by invocation of this Guarantee.

This Guarantee will not be discharged due to the change in constitution of the Bank or the

Tender –Data Entry Operators

Bidder. We undertake not to withdraw or revoke this Guarantee during its currency/validity period, except with the previous written consent of the Department.

We unconditionally and irrevocably undertake to pay to the Department any amount so demanded not exceeding Rs. _____(Rupees _____ only) notwithstanding any disputes raised by the Bidder or anyone else in any suit or proceedings before any arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the Department, shall be valid discharge of our liability for payment under this Guarantee and the Bidder shall have no claim against us for making such payment.

This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until _____.

Notwithstanding any clause contained herein:

Our liability under this Bank Guarantee shall not exceed Indian Rs. _____ Thousand (Rupees _____ Thousand only).

This unconditional and irrevocable Bank Guarantee shall be effectively valid from _____ to _____.

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

Authorized Signatory
For Bank

Notes: 1. The Bank Guarantee should contain the name, designation and Code number of the Officer(s) signing the Guarantee.

2. The address, telephone no. and other details of the Head office of the Bank as well as the issuing Branch should be mentioned on the covering letter of the issuing Branch.

APPENDIX 2

FINANCIAL BID SCHEDULE OF CHARGES

SI	CATEGORY	Unit	Description	Financial bid (Amount in Rs)	Service tax	Total value (all inclusive)*
1	Supply of DEO to the office of the State Coordinator, NRC, Assam	1	Daily charge per person per day			

*** The Rate is inclusive of service tax, income tax and all other government taxes (which would be deducted at source at the time of payment).**

Dated ____/____/____

Signature of the Bidder _____

Name of Bidder _____