

Tender no: SPMU/NRC/Generator/22/2014/01

Dated the 26<sup>th</sup> August 2014

TENDER

FOR HIRING OF GENERATOR

FOR THE OFFICE OF THE STATE COORDINATOR, NRC, POLITICAL DEPARTMENT  
GOVERNMENT OF ASSAM

ASSAM SECRETARIAT, CM'S BLOCK, GUWAHATI- 06

ISSUED BY

POLITICAL DEPARTMENT, GOVERNMENT OF ASSAM

## SECTION I

GOVERNMENT OF ASSAM  
OFFICE OF THE COMMISSIONER & SECRETARY, POLITICAL DEPARTMENT &  
STATE COORDINATOR, NRC, POLITICAL DEPARTMENT, GOVERNMENT OF ASSAM  
ASSAM SECRETARIAT, CM'S BLOCK, GUWAHATI- 06

Tender no: SPMU/NRC/Generator/22/2014/01

Dated the 26<sup>th</sup> August 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/Contractors for hiring of Generator at the office premises of Office of State Coordinator, NRC, Assam in Guwahati. The period of contract will be for 28 months (September 2014 to January 2017) 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 Bid Document	1030 hrs. of 29/08/2014
2	Time and last date of depositing tender/bid	1400 hrs. of 12/09/2014
3	Time and date of opening of Qualifying Bid	1500 hrs. of 12/09/2014
4	Place of opening Tender	O/o the State Coordinator, NRC, CM's Block, Assam Secretariat, Guwahati

Service to be provided:

Sl. No.	Service	Specification
1	Hiring of Generator	110 KVA of reputed brand as specified in the bid document

- Duration of contract: 28 months (may be reduced or extended) from the date of award of contract.
- Bid Security: The Applicant shall furnish as part of its Proposal a Bid Security of Rs. 30,000/- (Rupees Thirty Three Thousand) only in the form of a Demand Draft/Banker's Cheque issued by any Nationalized/Scheduled 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 Bid Security of the selected Applicant shall be returned upon the Applicant signing the Agreement.
- Intending eligible bidders may obtain Bid Document from the Office of the State Coordinator, NRC, Political Department, Assam Secretariat, CM's Block, Guwahati-06 on payment of Rs.250/- (Rs.Two Hundred and Fifty 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](http://www.online.assam.gov.in)). In case of a downloaded form, the Applicant shall pay the fee of Rs. 250/- (Rupees Two Hundred and Fifty Only) along with its Biding document in the form of a Demand Draft/Banker's Cheque drawn on any Scheduled Bank in India in favour of Commissioner & Secretary, Political Department and payable at Guwahati.

Sd/-

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

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 hiring service of a 110 KVA generator 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 Scheduled 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 90 days from the date fixed for Bid 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 Bid together with your written acceptance thereof, in your notification of award shall constitute a binding contract between us.
6. Bid 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 bid, you may receive.

Dated this ..... day of ..... 2014.

Signature of:

In capacity of:

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

Witness.....

Address.....

Signature.....

SECTION III  
BIDDER'S PROFILE

General:

1. Name of the Agency/Contractor:
2. Address of the Agency/Contractor:
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:

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. Providing the service of 1 (one) 110 KVA Generator (manually operated) on monthly basis to the office of the National Registration of Citizen, Assam, Achyut Plaza, Behind HUB, Bharalupur, G.S. Road, Guwahati – 781005.
2. The Generator set offered on hire basis should not be more than 2 years.
3. The supply, installation and commissioning of generator shall include the following services:
  - a. The Supplier shall ensure provision for round the clock (24x7) service for uninterrupted supply of power in the event of failure of regular supply of electricity. Therefore, the services shall be made available to the Department 365 days a year and 366 days a year in case of leap year including Sundays, National and State holidays.
  - b. The selected Supplier should provide 2 nos. of manpower for manning the generator round the clock for uninterrupted power supply.
4. The generator service which will be provided on monthly rental basis shall include all other charges such as cost of fuel, labour charges, maintenance charges, engagement of manpower for the purpose, etc.
5. A log book shall be maintained by the attendants deployed by the Supplier for indicating the number of hours the generator was operational for the day. The Agency should submit the duly filled in log sheet, signed by the controlling officer, along with the bill, on monthly basis.
6. The persons engaged by the selected Supplier should ensure that the generator is operational within 2 (two) minutes of power cut by the attending person.
7. This agreement will be in force for 28 (Twenty Eight) months from the date of agreement, which may be extended by mutual consent of both the parties.
8. The Supplier shall ensure proper maintenance of the Generator set to ensure uninterrupted service. In case of breakdown, the Supplier shall ensure repair of the Generator within 12 hours. If it goes unattended/not repaired for more than 12 hours than it shall attract penalty as given in Clause 2 of Section VII. The cost of repair and maintenance of the generator shall be borne by the supplier.
9. The Supplier shall ensure that adequate fuel is available to run the generator at all time. In the event of power cut, if the generator is not operational citing the reason of non availability of fuel, then the same shall attract penalty as mentioned in Clause 3 of Section VII.
10. The attendants shall be under the pay roll of the Supplier. They shall at no time be treated as employees of the Department.
11. The attendants shall not indulge in any criminal activities/malpractices, alcohol or substance abuse or undesirable acts. In such cases they will be dealt with under the provision of law and the Agency shall be fully responsible for it.
12. The charges for transportation, loading & unloading of the Generator for installation of the same in office premises will be borne by the Supplier.
13. Supply & installation of accessories like cables, change-over switches, etc., for supplying generator power to a point in office premises will be made by the Supplier at their own cost.

14. The successful Supplier should be in a position to supply, install and commission the Generator in office premises within 15 (fifteen) days from the date of awarding the contract or within 7 days from the date of giving site clearance, whichever is later.
15. Required space of installation of the generator shall be provided by the Department.

**SECTION V**  
**ELIGIBILITY CONDITIONS**

The intending Supplier should meet the following criteria to be eligible for participating in the bid.

Sl. No.	ELIGIBILITY CONDITION	DOCUMENTS TO BE SUBMITTED
1	Submission of Bid Security	The Applicant shall furnish as part of its Proposal, a Bid Security of Rs. 30,000/- (Rupees Thirty Thousand Only) in the form of a Demand Draft/Banker's Cheque issued by one of the Nationalized/ Scheduled Banks 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 Bid Security of the selected Applicant shall be returned, upon the Applicant signing the Agreement.
2	The Generator offered on hire basis should be of reputed make/brand like 'Kirloskar Green', 'Cummins India', 'Mahindra', 'Greaves', 'Ashok Leyland' or any other reputed make/brand.	Document certifying dealing with dealership of the Generator make.

3	Average annual turnover for the last three financial years should be not less than 15 lakhs per year.	Audited statement by Chartered Accountant for the Financial Years: (1) 2011-12, (2) 2012-13 and (3) 2013-14.
4	Labour Licence	Self attested copy of the Labour Licence to be enclosed.
5	Service Tax Registration	Self attested copy of the Service Tax Registration to be enclosed.
6	Trade Licence	Self attested copy of the Trade Licence to be enclosed.
7	Pan Card	Self attested copy of the Pan Card to be enclosed.
8	The bidder should not have ever been blacklisted by any State/Central Government Department/PSU/Agency in the past for breach of general or specific conditions of contract, fraudulent, unethical or corrupt business practices.	Declaration of same on the Letter Head of Firm.
9	Other Documents (to be submitted by the bidder along with the proposal)	<p>Non refundable court fee stamp of Rs.8.25 (Rupees eight &amp; paisa twenty five) only.</p> <p>Bid document fee of Rs 250.00/- in the form of Demand Draft/Bankers Cheque in favour of Commissioner &amp; Secretary, Political Department, payable at Dispur</p> <p>The bid document shall be signed by the proposer in all the pages with official seal.</p> <p>Any other information, which may be useful in the process of evaluation</p>



SECTION VI  
METHOD OF SELECTION

- Bidders who have submitted valid Bid Security, i.e., EMD of Rs 30,000/- in the form of a Demand Draft/Banker's Cheque issued by one of the Nationalized/Scheduled Banks 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, shall be considered for further evaluation. Absence of Bid Security may lead to summarily rejection of the bid.
- The Department shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed and whether bids are generally in order.
- If there is discrepancy between words and figures, the amount in words shall prevail. Prior to detailed evaluation, the Department will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one which conform Suppliers to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by the Department.
- A two-stage procedure will be adopted in evaluating the proposals: (i) technical evaluation, which will be carried out prior to opening any financial proposal and (ii) financial evaluation. Agency will be ranked using a combined technical/financial evaluation.

**1. TECHNICAL BID:**

The Department will evaluate if the bidder comply with all the eligibility conditions given in Section V provided in the tender document. If the bidder ensures compliance to all eligibility conditions and furnish all documentary proof of the same, they would be considered for participation in the financial bid. Qualified technical bids shall only be considered for financial evaluation. The office shall notify the Supplier the results of the technical evaluation and invite the qualified ones for price bid opening. The price envelopes of others not qualified in technical will be returned unopened after completing the selection procedure.

**2. FINANCIAL BID:**

The financial proposal shall consist of:

- a. Monthly rental of the generator, manpower and maintenance.
- b. Per hour cost of running the generator which is inclusive of the cost of fuel, lubricant, mobil, etc.

As such, it is stated that when the monthly rental shall be a fixed amount, the recurring cost of running the generator shall be paid on actual. The log book, to be maintained by the Supplier and scrutinized regularly by deputed official of the Department, shall ensure maintenance of total no. of hours the generator was running in a day. The payment towards the recurring cost of running the generator shall be paid as per the hourly cost quoted by the bidder multiplied by the number of hours the generator ran for the day.

For the purpose of normalizing the scores for evaluation, it is assumed that on an average the generator would be required to be made operational 3 hours a day. **As such for evaluation of the financial bid, the following formula shall be used:**

Total cost of the financial bid = a + b

Where,

- a. Monthly fixed rental of the generator + manpower + maintenance cost + other (to specify)  
**X 28 months**
- b. Monthly recurring cost of running the generator, which is to be calculated as per hour cost of running the generator (cost of fuel + mobil + lubricant) x 3 hours a day x 24 days a month **X 28 months.**

The bid with the lowest bid price (L1) will be assigned 100%. Financial Scores for other bids will be normalized using the following formula: Normalized Commercial Score of a Bid = {(Commercial Bid price of L1/Commercial bid price of the Bid) X 100} % (adjusted to 2 decimals).

In case the negotiation fails with the first ranked Agency/Contractor for whatever reason, the next Supplier shall be called for negotiation.

Formats for Financial Bid is given at Appendix 2.

## SECTION VII

### PENALTY

1. If the service of supply of electricity through generator is not upto the mark or to the satisfaction of the office, the contract will be liable to be terminated on issuance of one week's notice by office.
2. In case of major break-down of the Generator requiring repairing time for more than 4 hours, an interim arrangement shall have to be made by Supplier immediately by providing a substitute generator of adequate capacity at no extra cost. In case of non-functioning of the Generator and in the event of failure on the part of the Supplier to provide an alternative interim generator of adequate capacity within 12 hours, penalty @ 50% of the operational cost per day shall be imposed and deducted from monthly bill of the generator of the period the generator set remains non-functioning.
3. In event of power cut, if the generator is not operational within 5 minutes due to non availability of fuel or the personnel responsible, then the same shall attract penalty of 30% of the operational cost per day.
4. Other penalty that shall be levied and recoverable from the monthly rent are as under:

<b>Sl. No.</b>	<b>Nature of default</b>	<b>Penalty (In Rs)</b>
a	Late Reporting of personnel	Rs. 100/-
b	Departure without the reliever's arrival.	Rs. 200/-
c	In case of absent from duty, the Supplier's failure to substitute the personnel	Rs. 500/-
d	Change of personnel without prior knowledge of the Department	Rs. 200/-

SECTION VIII  
PAYMENT TERMS

- Quarterly bills shall be submitted in duplicate to the Department for necessary payment by the Department.
- No advance shall be made to the Supplier on any account.

SECTION IX  
GENERAL CONDITIONS

**1. Amendment to bid document:**

At any time prior to the deadline for submission of Proposal, the Department may, for any reason, whether at its own initiative or in response to clarifications requested by an applicant, modify the Bid document by the issuance of Addendum/Amendment/Corrigendum and posting it on the Official website.

In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Office may, in its sole discretion, extend the last date of submission.

**2. Bid Price**

The bidder shall quote as per price schedule given in financial bid for one (1) number of 110 KVA Generator as per Appendix 2.

The price quoted by the bidder shall remain fixed during entire period of contract & shall not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

‘Discount’ or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

**3. Bid Security**

- i. The Bid Security of the selected Applicant shall be returned, upon the Applicant signing the Agreement. Any Bid not accompanied by the Bid Security shall be rejected by the Department as non-responsive.
- ii. The Department shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

**4. The Bid Security may be forfeited**

- a) If bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form.
- b) If the successful bidder fails:
  - to sign contract within the timeframe as shall be notified

- to furnish performance security.

**5. Submission of bids**

- i. The bids should be submitted duly sealed and addressed to the Department and deposited in tender box or sent by courier/speed /regd. post on or before 1430 hrs. of due date.
- ii. Any bid received after the dead line for submission of bids shall be rejected.
- iii. Method of preparation of bid: Bid for each tender should be submitted in envelopes placed inside a main cover. These envelopes should contain the following;

ENVELOPE	MARKED ON THE COVER	CONTENTS OF ENVELOPE
First	Bid Security (EMD)	Containing Bid Security and the Cost of Tender Document.
Second	Technical Bid	Containing documents establishing eligibility of the bidder to participate in the tender.
Third	Financial Bid	Rates duly quoted by the Bidder in the prescribed format.

On all these envelopes the name of the Agency and document inside the envelope like ‘Bid Security’ OR ‘Technical Bid’ OR ‘Financial bid’ must be clearly mentioned and should be properly sealed (with sealing wax/packing PVC tape). These envelopes are to be placed inside an outer envelope and properly sealed (with sealing wax/Packing PVC tape). The Bids that are not submitted in above mentioned manner should be summarily rejected.

All envelopes (3 inner & one outer) must bear the following on the left hand top corner side:-

TENDER FOR HIRING GNERATOR ON RENT

‘NOT TO OPEN BEFORE (DUE DATE OF TENDER)’

(Tender no.....)

- iv. All envelopes (3 inner & one outer) must bear the full address of the tendering authority at the center of envelope.
- v. All envelopes (3 inner & one outer) must bear the full name and full address of the Bidder at the bottom right hand side corner of the envelope.

The Bid with conditions other than those specified in the Bid document is liable to be summarily rejected. No modification by the bidder in any of the conditions will be permitted after the Bid is opened.

**6. Bid opening**

The Department shall open bids in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening.

## **7. Evaluation**

As explained in section VI.

## **8. Award of Contract**

The Department shall consider placement of letter of intent to those bidder whose offers have been found technically, commercially and financially acceptable. The bidder shall within 10 days of issue of letter of intent, give his acceptance along with performance security as per format given at Appendix I.

## **9. Signing of Contract**

Signing of Agreement shall constitute the award of hiring contract on the bidder. Upon the successful bidder furnishing the Performance Security the Department shall release its bid security.

## **10. Annulment of Award**

Failure of the successful bidder to comply with the requirement of under the Scope of Work constitute sufficient ground for the annulment of the award and forfeiture of the bid & performance security in which event the Department may make the award to any other bidder at the discretion of the Department or call for new bids.

## **10. Period of validity of bids**

The bid shall remain valid for 28 months from the award of contract. A bid valid for a shorter period shall be rejected by the Department as non-responsive. A bidder accepting the request of the Department for an extension to the period of bid validity will not be permitted to modify his bid.

## **11. Application**

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein unless otherwise agreed by the Department.

## **12. Performance Security**

The successful bidder shall be required to deposit an amount of **Rs. 50,000/- (Rupees Fifty Thousand)** only within 2 weeks of conveying the Department's intention for accepting the bid as Performance Security in form of Bank Guarantee from Nationalized Bank/Scheduled Bank till the expiry of the Contract.

**Performance Security** will be discharged after completion of bidder's performance obligations under the Contract.

If the bidder 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.

## **13. Force Majeure**

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events), provided notice of

happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract and the performance shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the Department as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days either party may, at his option, terminate the contract.

#### **14. Arbitration**

In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the State Coordinator, NRC, Assam.

The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

The venue of the arbitration proceeding shall be Department.

## SECTION X

### SPECIAL CONDITIONS OF CONTRACT

1. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day while the time and venue remaining unaltered.
2. Department reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with Political or any other Government Department.
3. Department reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
4. The engagement and payment of wages to the personnel is the sole responsibility of the bidder and any breach of such laws or regulations shall be deemed to be breach of this contract.
5. Department reserves right to counter offer price against price quoted by the bidder as per the benchmarked price.



## SECTION XI

### AGREEMENT FOR HIRING OF 110 KVA GENERATOR

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, State Coordinator, NRC cum Commissioner & Secretary, Political Department, Govt. of Assam.

The validity of this contract agreement will be for a period of 28 months from .....day 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 Thirty Thousand) only within 2 weeks of receiving the Department's intention for accepting the bid as Performance Security in form of Bank Guarantee valid for 28 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 provide the service of 1 (one) 110 KVA Generator (manually operated) on monthly basis to the office of the National Registration of Citizen, Assam, Achyut Plaza, Behind HUB, Bharalupar, Bhangagarh, G.S. Road, Guwahati – 781005 at the rate .....(settled by the RFP).
4. The Generator set offered on hire basis should not be more than 2 years.
5. The supply, installation and commissioning of generator shall include the following services:
  - a. The Agency shall ensure provision for round the clock (24x7) service for uninterrupted supply of power in the event of failure of regular supply of electricity. Therefore, the services shall be made available to the Department 365 days a year and 366 days a year in case of leap year including Sundays, National and State holidays.
  - b. The Agency should provide 2 nos. of manpower for manning the generator round the clock for uninterrupted power supply.
6. The monthly rent quoted by the Agency shall be all inclusive.
7. All taxes, i.e., Sales Tax, TDS, etc. as applicable will be borne by the supplier. Tax at source shall be deducted at the time of payment

8. A log book shall be maintained by the attendants deployed by the Agency for indicating the number of hours the generator was operational for the day. The Agency should submit the duly filled in log sheet, signed by the controlling officer, along with the bill, on monthly basis.
9. The persons engaged by the Agency should ensure that the generator is operational within 2 (two) minutes of power cut by the attending person.
10. This agreement will be in force for 28 (Twenty Eight) months from the date of agreement, which may be extended by mutual consent of both the parties.
11. The Supplier shall ensure proper maintenance of the Generator set to ensure uninterrupted service. In case of major break-down of the Generator requiring repairing time for more than 4 hours, an interim arrangement shall have to be made by the Agency/Contractor immediately by providing a substitute generator of adequate capacity at no extra cost. In case of non-functioning of the Generator and in the event of failure on the part of the Agency/Contractor to provide an alternative interim generator of adequate capacity within 12 hours, penalty @ 50% of the operational cost per day shall be imposed and deducted from monthly bill of the generator of the period the generator set remains non-functioning.
12. In event of power cut, if the generator is not operational within 5 minutes due to non availability of fuel or the personnel responsible, then the same shall attract penalty of 30% of the operational cost per day.
13. Other penalty that shall be levied and recoverable from the monthly rent are as under:

<b>Sl. No.</b>	<b>Nature of default</b>	<b>Penalty (In Rs)</b>
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/-

14. The attendants shall be under the pay roll of the Supplier and the Department has no financial liability whatsoever.
15. The attendants shall report on time, shall not be found consuming liquor or indulge in any substance abuse.
16. The charges for transportation, loading & unloading of the Generator for installation of the same in office premises will be borne by the Supplier.
17. Supply & installation of accessories like cables, change-over switches, etc., for supplying generator power to a point in office premises will be made by the Supplier at their own cost.
18. The successful Supplier should be in a position to supply, install and commission the Generator in office premises within 15 (fifteen) days from the date of awarding the contract or within 7 days from the date of giving site clearance, whichever is later.
19. Required space of installation of the generator shall be provided by the Department

20. The Department shall be free to ask the Supplier to withdraw any particular person and without disclosing any reason for the same. The Agency has agreed to change that person as and when demanded by the Department.
21. The personnel must report to duty strictly for specified hours (8 hrs.) in each shift, seven days a week. This shall exclude the half an hour food/lunch break/dinner break.
22. A log book specifying consumption of fuel shall be maintained for each day. The Agency should submit the duly filled in log sheet along with duplicate bill on quarterly basis.
23. The person on duty should not loiter around and should take specific position so that power supply is not affected at any time.
24. 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 below:

The penalty for some of the defaults is as under:-

Sl. No.	Nature of default	Penalty (In Rs)
1	Late Reporting.	Rs. 100/-
2	Departure without the reliever's arrival.	Rs. 200/-
3	In case of absent from duty the Supplier's failure to replace the person.	Rs. 500/-
4	Unable to restore power within 2 minutes in the event of failure of regular supply of electricity.	Rs. 300/-
5	Change of personnel without prior permission	Rs. 200/-

25. The personnel shall not indulge in any criminal activities/malpractices, alcohol or substance abuse or undesirable acts. In such cases they will be dealt with under the provision of law and the Agency shall be fully responsible for it.
26. The bills of the services rendered shall be accepted quarterly and the payment will be made to the Supplier within ten days of submission of the bill at the Department on fulfilling all terms and conditions on this agreement. Department would deduct VAT, Income Tax and any other Government Tax (as applicable) at source at the time of release of payment.
27. In consideration of the obligations undertaken by the Supplier under this agreement, the Department shall pay to the Supplier charges on the monthly rental of the generator including cost of manpower, maintenance etc and hourly cost of running the generator including cost of fuel, mobil etc for the effective operation of this agreement based on the quotations/terms. The charges to be paid for monthly rental shall be Rs ..... Per month and Hourly Operational cost will be Rs..... per hour as per quotation. This amount is inclusive of Service Tax, Income Tax and any other Government Tax.

For and on behalf of the NRC, Assam

Name (caps) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

For and on behalf of the Agency

Name (caps) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

In the presence of Witnesses

In the presence of Witnesses

Signed \_\_\_\_\_

Signed \_\_\_\_\_

SECTION XII

HIRE ORDER

(Only by specified authority)

This document is subject to the terms of the Agreement for Hiring of service of 100 KVA Generator

Agreement dated \_\_\_\_\_ between \_\_\_\_\_ (the Agency)  
and \_\_\_\_\_, the Authority (the State Coordinator,  
The Department)

Order details

Office of State Coordinator NRC's order number \_\_\_\_\_

Agency's reference \_\_\_\_\_

Name of hiring office \_\_\_\_\_

Designation of authority hiring \_\_\_\_\_

Delivery address  
\_\_\_\_\_

Detail of the persons engaged:

1. Name:
2. Full Address:
3. Copy of identity card: (a) Voter Card/Pan Card/ Ration Card/Passport  
(b) Identity card issued by the Agency

Signed .....

Name (caps).....

Position: State Coordinator, NRC, Assam

Date: .....

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 VIII 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 110 KVA Generator 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 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 HIRE CHARGES

FINANCIAL RATE FOR PROVIDING 110 KVA GENERATOR ON RENT TO THE OFFICE OF THE STATE COORDINATOR, NRC, POLITICAL DEPTT, GOVT OF ASSAM						
SI	CATEGORY	Unit	Description	Financial bid (Amount in Rs)	Service tax	Total value (all inclusive)*
1	110 KVA Generator on hire	1	Monthly rental inclusive of the rent for generator, manpower cost, maintenance cost and any other cost, please specify			
			Hourly cost of running the generator which in inclusive of the cost of fuel, lubricants and other consumable			

**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 \_\_\_\_\_