

**Tender no: SPMU/NRC/NSK CRCR CONSUMABLE/923/2015/83**

**Date : 30<sup>th</sup> March, 2015**

**TENDER**

**FOR SELECTION OF AGENCY FOR SUPPLY OF PLASTIC DOCUMENT FOLDER  
FOR THE OFFICE OF THE STATE COORDINATOR, NRC, POLITICAL DEPARTMENT,  
GOVERNMENT OF ASSAM**

**ASSAM SECRETARIAT, CM BLOCK, GUWAHATI- 06**

**ISSUED BY**

**OFFICE OF THE STATE COORDINATOR, GOVERNMENT OF ASSAM**

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## SECTION I

### GOVERNMENT OF ASSAM

#### OFFICE OF THE STATE COORDINATOR, NRC, GOVERNMENT OF ASSAM

#### ASSAM SECRETARIAT, CM'S BLOCK, GUWAHATI-06

**Tender no: SPMU/NRC/NSK CRCR CONSUMABLE/923/2015/83**

**Date : 30<sup>th</sup> March, 2015**

### NOTICE INVITING TENDER

Sealed quotations are hereby invited affixing court fee stamp worth Rs. 8.25 (Rs. Eight and Twenty five Paisa) only/- from interested manufacturers/suppliers to submit tender for supply of plastic document folder along with the specified documents which will be received till **17<sup>th</sup> April** up to 2.00 P.M. The tender may be sent by Speed Post/Registered Post/Courier Services/in person in sealed cover addressed to "Office of the State Coordinator, NRC, Assam, CM Block, Ground Floor, Assam Secretariat, Dispur, Guwahati- 781006, Assam." Tender received after the closing date & time shall not be entertained. The O/o the State Coordinator, NRC, Assam shall not be responsible for any postal delay.

#### Schedule to the invitation of Tender:

|   |   |  |
|---|---|--|
| 1 | Date of issue of Bid Document               | 1030 hrs. of 31 <sup>th</sup> March 2015                               |
| 2 | Time and last Date of depositing tender/bid | 1400 hrs. of 17th April, 2015  |
| 3 | Time and date of opening of Qualifying Bid  | 1500 hrs. of 17th April 2015   |
| 4 | Place of opening Tender                     | O/o the State Coordinator, NRC, CM Block, Assam Secretariat, Guwahati. |

#### • Service to be provided :

| SL. | NAME OF ITEMS           | QUANTITY  |
|-----|-------------------------|-----------|
| 1   | Plastic Document Folder | 65,00,000 |

- **Bid Security:** The Applicant shall furnish as part of its Proposal, a Bid Security of Rs. 15,00,000/- (Rupees Fifteen Lakh Only) in the form of a Demand Draft/Banker's Cheque issued by one of the Nationalized 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.
- 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. 1,000/- (Rupees One Thousand only) which is nonrefundable in the form of Demand Draft or Banker's Cheque in favour of Commissioner & Secretary, Political Department, payable at Dispur with minimum validity of 90 days from the date of issue of the Tender document. The document can also be downloaded from the website of NRC, Assam ([nrcassam.nic.in](http://nrcassam.nic.in)). In case of downloaded Tender, the Applicant shall pay the fee of Rs. 1,000/- (Rupees One Thousand only) with its Bid in the form of a demand draft or banker's cheque drawn on any Nationalized Bank in favour of Commissioner & Secretary, Political Department and payable at Guwahati.

**Sd/-**  
**Commissioner & Secretary, Home & Political Department &**  
**State Coordinator, National Register of Citizens (NRC),**  
**Govt. of Assam**

**SECTION II**

**BID FORM**

To,

**Commissioner & Secretary, Home & Political Department &  
State Coordinator, National Register of Citizens (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, we, the undersigned manufacturer/supplier, offer to supply plastic document folder 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 guarantee 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 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 ..... 2015.

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 & Address of the Bidder : \_\_\_\_\_

\_\_\_\_\_

Phone/Fax/Email : \_\_\_\_\_

\_\_\_\_\_

2 Classification :

3. Details of Other Facilities available with the Bidder: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Details of Personnel/Organization Structure:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

N.B. The filled- up format must be furnished in the letter head of the Press.

Place: .....

Date: .....

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

Name of the Bidder: .....

Seal of the Bidder



SECTION IV

**INSTRUCTIONS TO BIDDERS**

The Office of the State Coordinator, NRC, Home & Political Department, Govt. of Assam would be referred in the document as the Department and the Manufacturer/Supplier participating in the bid would be referred as Bidder.

**A. SERVICES TO BE PROVIDED**

**1. Service :**

- 1.1 Supply of Plastic Document Folders as per Specifications given at Section VII.
- 1.2 Delivering of Plastic Document Folders to Circle Offices of 27 Districts within 15 days of placing the order.

**2. Specification and Quality**

- 2.1 The items supplied by the successful bidder shall be of the best quality and shall comply with specifications, stipulations and conditions specified at Section VII.

**3. Delivery Schedule**

- a. The items should be delivered at all the Circle Offices of 27 Districts within 15 (fifteen) days of placing the order.
- b. Circle wise breakup of quantity to dispatch shall be communicated with the Work Order.

**5. Penalties :**

- a. Penalty per day 5% on the residual value of delivery to be completed.
- b. If delay is of more than 7 days, remaining work shall be cancelled and payment will be made after deducting the penalty.

**B. ELIGIBILITY QUALIFICATIONS :**

| <b>ELIGIBILITY QUALIFICATIONS</b>  |                        |                                   |
|--|------------------------|-----------------------------------|
| This invitation to submit Bids to the Tender Document is open to those bidders who meet the following eligibility criteria. Documents to be submitted to testify eligibility are also listed : |                        |                                   |
| Sl. No.  | Eligibility Conditions | Documentary proof to be submitted |

|   |   |  |
|---|---|--|
| 1 | Submission of Bid Security  | The Bidder shall furnish as part of its Proposal, a Bid Security of Rs. 15,00,000/- (Rupees Fifteen Lakh Only) in the form of a Demand Draft/Banker's Cheque issued by one of the Nationalized 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 Bidders within 30 (thirty) days from date of finalization of order. The Bid Security of the selected Bidder shall be returned upon the Bidder signing the Agreement. |
| 2 | Should have an average annual turnover of at least Rs 2 Crore during the last 3 Financial Years (2011-12, 2012-13, 2013-14)   | Average annual turnover statement of last 3 financial certified by a Chartered Accountant/Auditor, in the prescribed Format at Annexure I.   |
| 3 | Should have executed at least 3 single government supplies working the last 5 years of minimum value Rs. 50 Lakh in each.   | Attested/notarized copies of work orders and work completion certificates pertaining to these orders.  |
| 4 | Should have an establishment/office in Guwahati.  | Attested/notarized copy of Trade License.  |
| 5 | 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.  |
| 6 | Reports on financial standing of the Bidder.  | Profit and loss statements, balance sheets and auditor's report for the past three years, bankers certificates, etc.   |
| 7 | Should have valid VAT Registration.   | Attested/notarized copy of VAT Registration Certificate.   |
| 8 | Should have cleared all Taxes relating to sale of goods/products.   | Attested/notarized copy of TAX/VAT clearance certificate of the financial year 2013-14.  |

|   |        |  |
|---|--------|--|
| 9 | Others | Bid document fee of Rs. 1,000.00 (Rupees One Thousand Only) in the form of Demand Draft/Bankers Cheque in favour of Commissioner & Secretary, Political Department, payable at Dispur. |
|   |        | 2 Nos. of sample of Plastic Document Folder.   |
|   |        | The proposal document shall be signed by the proposer in all the pages with official seal.   |
|   |        | Any other information which may be useful in the process of evaluation.  |

### C. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the bid. Department in no case be responsible for these costs regardless for the conduct or outcome of the bidding process.

### D. BID DOCUMENT

Bid document is in two parts (a) Technical Bid and (b) Financial Bid

#### 1. TECHNICAL BID: COVER "A".

The bidder should furnish the following in a separate cover hereinafter called "**Cover A**". **Court Fee Stamp of Rs 8.25 (Rupees Eight and Twenty Five paisa only) must be affixed.**

- a) Bid Security/ Earnest Money Deposit of Rs. 15,00,000/- (Rupees Ten Lakh Only) in the form of a Demand Draft/Banker's Cheque issued by one of the Nationalized 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. EMD submitted in any other form or bids without EMD shall not be entertained. The Bid Security will be returned to unsuccessful Bidders within 30 (thirty) days from date of finalization of order. The Bid Security of the selected Bidder shall be returned, upon the Applicant signing the Agreement.
- b) Average annual turnover statement of last 3 Financial Years certified by a Chartered Accountant/Auditor, in the prescribed Format at Annexure I.
- c) Attested notarized copies of work orders and work completion certificates certifying that the bidder has executed at least 3 similar works in the last 5 years of minimum value Rs. 40 Lakh in each.
- d) Attested/notarized copy of Trade License.
- e) Attested/notarized copy of valid VAT Registration Certificate.
- f) Attested/notarized copy of up-to-date Sale Tax/VAT Clearance Certificate of FY-

2013-14.

- g) Bid Form as per **Section II**.
- h) “Agreed Terms & Conditions” as per **Annexure II** duly filled in and signed and sealed.
- i) 2 Nos. of sample of Plastic Document Folder.
- j) The tender/bid document should be signed by the bidder in all pages with office seal and submitted with the bid.

The Bidder shall put above documents in a sealed cover super scribed as "**TECHNICAL BID – COVER “A” TENDER FOR SUPPLY OF PLASTIC DOCUMENT FOLDER DUE ON 17th APRIL 2015**” and addressed to the Office of the State Coordinator, NRC, Assam, CM Block, Ground Floor, Assam Secretariat, Dispur, Guwahati-781006, Assam.

## **2. PRICE BID - COVER “B”**

Cover “B” shall contain the Price Bid of the bidder.

### **(i) Signature and Seal on each page:**

Each page of the price bid should be duly signed by the bidder affixing the office seal.

### **(ii) Rate quoted:**

The bidder shall submit the Price Bid (Cover – B) in the format at **Annexure III**. The rates quoted shall be inclusive of all taxes and any other charges. The component of Tax should also be shown separately.

The bidder shall put the duly signed Annexure-IV in a sealed cover Super scribed as “**PRICE BID COVER “B” TENDER FOR SUPPLY OF PLASTIC DOCUMENT FOLDER DUE ON 17th APRIL 2015**” and addressed to the Office of the State Coordinator, NRC, Assam, CM Block, Ground Floor, Assam Secretariat, Dispur, Guwahati-781006, Assam.

## **3. COVER FOR TECHNICAL BID & PRICE BID**

The two separately sealed covers Technical Bid (Cover “A”) and Price Bid (Cover “B”) shall be placed together inside another cover which shall be sealed and super scribed as **TENDER FOR SUPPLY OF PLASTIC DOCUMENT FOLDER DUE ON 17th APRIL 2015**” and addressed to the Office of the State Coordinator, NRC, Assam, CM Block, Ground Floor, Assam Secretariat, Dispur, Guwahati-781006, Assam.

## **4. OPENING OF COVER “A” AND COVER “B” OF TENDER**

- a. Bidders or their authorized representatives are entitled to be present on the date and time of opening of Technical Bid - Cover “A”.
- b. Only those bidders whose Technical Bids (Cover A) are found acceptable after technical evaluation, will be invited to participate in the Price Bid and in the opening of Cover “B”. The price bids of bidders not found technically qualified will not be opened.

## **E. 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 only on the Official website of NRC ([nrcassam.nic.in](http://nrcassam.nic.in)).

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

## **F. BID FORM**

The Bidder shall complete the Bid Form and the appropriate price schedule furnished in the bid document covering the services to be rendered. The quality and price schedule shall be as per Financial bid.

## **G. BID PRICE**

- i. The bidder shall quote as per price schedule given in financial bid for supply of plastic document folders.
- ii. The price quoted by the bidder shall remain fixed till the execution of the order placed to the bidder & 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.
- iii. "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.
- iv. The expenses for supply of Plastic Document Folders to Districts shall be inclusive of the price quoted. No separate charge shall be levied or entertained for supply of materials.
- v. The financial bid would be inclusive of Service Tax. Department would deduct Service Tax, Income Tax and any other Government Tax (as applicable) at source at the time of release of payment.

## **H. BID SECURITY**

- i. The Applicant shall furnish as part of its Proposal, a Bid Security/Ernest Money Deposit of **Rs. 15,00,0000/-** (Rupees Fifteen Lakh Only) in the form of a Bank Guarantee/EMD in favour of Commissioner & Secretary, Political Department 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. 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.

iii. **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 furnish performance security

**I. 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 1400 hrs. of due date.
- ii. Any bid received after the dead line for submission of bids shall be rejected and returned to the bidder.

**J. 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.

**K. EVALUATION**

- Bidders who have submitted the valid Bid Security, i.e., EMD as per requirement shall be considered for further evaluation. Absence of Bid Security may lead to summary 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 confirms 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.
1. **Technical Evaluation:** As a part of Technical Evaluation, the Department will evaluate if the Bidder complies with all the eligibility conditions given in point B of section IV of the tender document. If the bidder comply with all conditions laid out under the referred section and furnish all documentary proof of the same, they would be considered for participation in the financial bid.
  2. **Financial bids** shall be opened of those bidders whose technical bids found successful.
    - 2.1 The cost of Plastic Document Folder shall be taken as per given Financial Bid Format.
    - 2.2 One quoting lowest for supplying Plastic Document Folder shall be considered as L1.

**L. AWARD OF CONTRACT**

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

#### **M. RIGHT TO VARY QUANTITIES**

The Department reserves the right at the time of award of contract to increase or decrease the required quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity of other terms and conditions.

#### **N. PERIOD OF VALIDITY OF BIDS**

The bid shall remain valid for one year after the date of opening of bids. 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, in exceptional circumstances, will not be permitted to modify his bid.

## SECTION V

### GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

#### **1. Application**

1.1 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.

#### **2. Performance Security**

2.1 The successful bidder shall be required to deposit 10% of the total value of Work Order within 1 week of conveying the Department's intention for accepting the bid as Performance Security in form of Bank Guarantee valid for 3(three) months.

2.2 Performance Security shall be submitted in the form of Bank Guarantee issued by a nationalized Bank and the Performa provided in Annexure V of the bid document.

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

2.4 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.

#### **3. Execution Time Limit**

3.1 The supply of Plastic Document Folders shall be delivered to designated locations with 15 days of placing of Work Order.

#### **4. Payment Terms**

4.1 Payments towards the supply of items will be made strictly as per rules of the Tender Inviting Authority.

4.2 On completion of supplies of ordered quantities bills/Invoices should be raised in triplicate in the name of the Tender Inviting Authority with address.

4.3 If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder shall be bound to inform Tender Inviting Authority immediately about such reduction in the contracted prices. Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree to such reduction in rates.

4.4 If the supply is received in damaged condition it shall not be accepted. In case of damage in the packing, the supply will be accepted only after levying penalty as decided by the Tender Inviting Authority on the total value of supply to that particular warehouse.



## **5. Termination of Contract**

5.1 The Department without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts.

- If the bidder fails to provide the Plastic Document Folder within the period(s) specified in the contract or any extension thereof granted by the Department.
- If the bidder fails to perform any other obligation(s) under the contract.

5.2 Department may without prejudice to other rights under law or the contract provided get the supply of Plastic Document Folders done at the risk and cost of the bidder, in above circumstances.

## **6. Termination for insolvency**

**6.1** Department may also by giving written notice and without compensation to the bidder terminate the contract if the bidder becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

## **7. Force Majeure**

7.1 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 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.

## **8. Arbitration**

8.1 In the event of any question, dispute or difference arising under the agreement or in connection therewith (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.

8.2 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.

8.3 The venue of the arbitration proceeding shall be Department.

## **9. Set Off**

9.1 Any sum of money due and payable to the successful Bidder (including security deposit refundable to Bidder) under this contract may be appropriated by the Department and set off the same against any claim of the Department for payment of a sum of money arising out of this contract or under any other contract made by Bidder with the Department.

## SECTION VI

### SPECIAL CONDITIONS OF CONTRACT

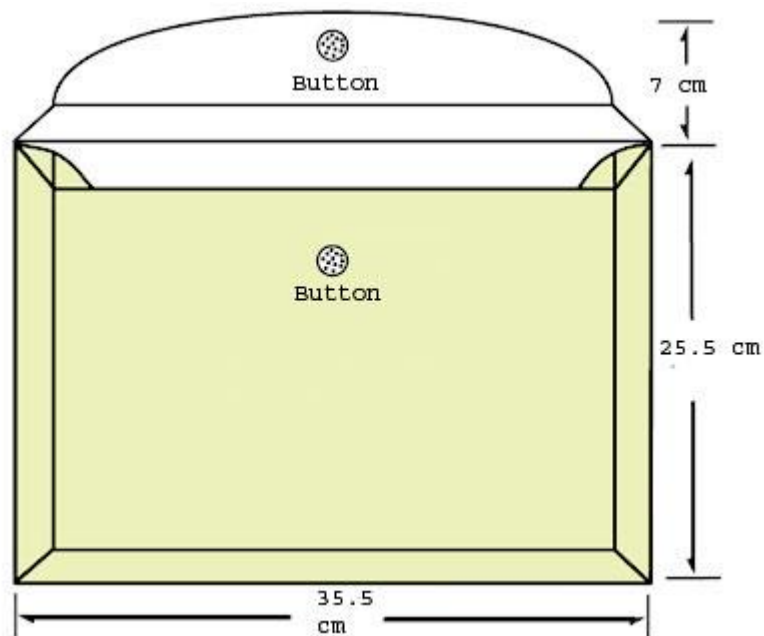
1. The special conditions of contract shall supplement the instruction to the Bidders as contained in Section IV and General (Commercial) conditions of the contract as contained in Section V and wherever there is a conflict, the provisions herein shall prevail over those in section IV and section V.
2. 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, time and venue remaining unaltered.
3. Department reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with Political Department or any other Government Department.
4. Department reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
5. The bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons, whatsoever.
6. Department reserves right to counter offer price against price quoted by the Bidder as per the benchmarked price.
7. Conditional bids shall not be accepted by the Department.

**SECTION VII**  
**SPECIFICATIONS AND QUALITY**

**1. PLASTIC DOCUMENT FOLDER:**

**1.1 SPECIFICATION OF THE PLASTIC DOCUMENT FOLDER**

| SL | DETAIL         | SPECIFICATION OF PLASTIC DOCUMENT FOLDER  |
|----|----------------|---|
| 1  | Material       | Virgin Soft Plastic   |
| 2  | Thickness      | 10 to 12 mm   |
| 3  | Flap Enclosure | Button/Velcro   |
| 4  | Size           | Minimum Height: 25.5 cm, Length: 35.5 cm max up to<br>Height: 35.5 cm, Length: 40.5 |
| 5  | Colour         | Clear White Transparent   |



**Figure 1: SAMPLE DESIGN**

**ANNEXURE-I**

**ANNUAL TURNOVER STATEMENT OF THE BIDDER**

The Annual Turnover of M/s \_\_\_\_\_ for the past three years are given below and certified that the statement are true and correct.

---

| Sl No. | Year    | Turnover in Lakhs |
|--------|---------|-------------------|
| 1.     | 2011-12 | _____             |
| 2.     | 2012-13 | _____             |
| 3.     | 2013-14 | _____             |
| Total  |         | Rs. _____ Lakhs   |

---

Seal & Signature of Chartered Accountant/Auditor

Date: .....

## ANNEXURE-II

### AGREED TERMS & CONDITIONS

Tender No. & Date \_\_\_\_\_

#### A. DETAILS OF BIDDER

Bidder Name: \_\_\_\_\_

Offer Ref: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_

#### B. DEFINITIONS :

1. "Purchaser" means the Office of the State Coordinator or authorized representative.
2. "Bidder" means a person or firm or company who has made an offer for supply of goods and/or service as per Tender.
3. "Vendor" or "Supplier" means a person or firm or company or manufacturer, to whom the order is addressed for supply of goods and/or services.
4. "Site" means the premises of the Purchaser or any other place as decided by the Purchaser.

**NOTE: The questionnaire below must be duly filled in and should be enclosed with un-priced Technical Bid, i.e., Cover “A”. All commercial terms and conditions should be indicated in this format. If necessary, details including deviations to the terms and conditions of the bid document, if any, should be enclosed as annexure to this questionnaire.**

**C. TECHNICAL:**

| Sl. No. | Description   | Vendor’s Confirmation                            |
|---------|---|--|
|         |   | (Confirmed/Noted/Deviation furnished separately) |
| 1       | Confirm that you meet the eligibility criteria as per bid document and have furnished relevant documents. |  |
| 2.      | Confirm acceptance of Technical Specification and scope of supply as per Tender Document.                 |  |
| 3       | In case of deviations, confirm that the same have been highlighted separately.                            |  |
| 4.      | Confirm that literature and technical data, wherever applicable, have been enclosed.                      |  |
| 5.      | Confirm that all certificates/documents are furnished.  |  |
| 6.      | Confirm that Earnest Money Deposit (EMD) as per bid document has been furnished in Cover “A”.             |  |

**D. COMMERCIAL**

|    |  |  |
|----|--|--|
| 1. | It is noted that any deviations to the commercial terms and conditions shall lead to loading of prices or rejection of offer.  |  |
| 2. | Confirm that the quoted landed price of the item is inclusive of cost of packing & forwarding charges, freight, insurance and all duties and taxes, viz. Excise Duty, Sales Tax/VAT. |  |
| 3  | It is noted that the statutory variations in taxes and duties within the contractual delivery period shall   |  |

|     |  |  |
|-----|--|--|
|     | be borne by the purchaser.   |  |
| 4.  | If there is any variation or fresh imposition of Excise Duty at the time of supply due to various reasons, including turn-over, confirm that the same shall be borne by supplier.  |  |
| 5.  | Confirm that in case any new or additional duties and taxes are imposed after the contractual delivery date due to delays attributable to the supplier the same shall be borne by the supplier. This will be in addition to Price Reduction for Delay in Delivery. |  |
| 6.  | Confirm acceptance of penalty provisions as given under clause no. 4 of Section IV.  |  |
| 7.  | Confirm acceptance of Delivery Period as indicated in the clause no. 3 of Section IV of bid document.  |  |
| 8.  | Confirm acceptance of relevant payment terms specified in the bid document.  |  |
| 9.  | It is noted that delivery period, price reduction, termination etc are subject to Force Majeure Condition as stipulated in the bid document.   |  |
| 10. | Confirm that the quoted prices shall remain firm & fixed till complete execution of the order.   |  |
| 11  | Packing/forwarding, transportation, loading/unloading and insurance is supplier's responsibility. To protect the items from physical damages and/or deterioration due to weather during transit, supplier to ensure proper packing & handling arrangement.         |  |
| 12  | Confirm that security deposit of 10% of the total order value in the form of a Bank Guarantee from a Nationalized Bank shall be furnished, which will be valid for a period of one year from the date of order.  |  |
| 13  | Confirm acceptance of Part Order.  |  |
| 14  | Confirm acceptance of Repeat order within 6 months from the date of initial order at same price and terms & conditions.  |  |



|    |   |  |
|----|---|--|
| 15 | Confirm that you shall observe the highest standard of ethics during bidding and in case favoured with an order, the execution of the order will be completed without resorting to any fraud, corruption and/or coercion. |  |
| 16 | Confirm that the offer shall be valid for a period of 1 year from the date of bid opening   |  |

SIGNATURE: \_\_\_\_\_

NAME & DESIGNATION: \_\_\_\_\_

DATE : \_\_\_\_\_

NAME & ADDRESS

OF THE FIRM: \_\_\_\_\_

**ANNEXURE III**  
**FINANCIAL BID**

| <b>FINANCIAL QUOTE FOR PALSTIC DOCUMENT FOLDER</b> |                                       |                  |                  |                  |   |                                     |
|--|---------------------------------------|------------------|------------------|------------------|---|-------------------------------------|
| <b>Sl</b>  | <b>Item</b>                           | <b>Quantity</b>  | <b>Unit Cost</b> | <b>VAT/Taxes</b> | <b>Total Unit Cost (all inclusive)*</b> | <b>Total value (all inclusive)*</b> |
| <b>1</b>   | <b><u>PLASTIC DOCUMENT FOLDER</u></b> | <b>65,00,000</b> |                  |                  |   |                                     |

\*The cost shall be inclusive of the cost of supplying materials to designated places as defined in the Tender. Any additional/out of pocket cost claimed out of the total value of contract quoted here would not be entertained.

Dated \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Signature of the Bidder: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

**ANNEXURE IV**

**EXPERIENCE CERTIFICATION**

Detail of minimum three (3) major supply works executed of value Rs. 50,00,000/- (Rupees Fifty Lakh Only) more (to be furnished in Cover "A")

| <b>SL.</b> | <b>YEAR OF WORK</b> | <b>DESCRIPTION OF WORK UNDERTAKEN</b> | <b>NAME &amp; ADDRESS OF THE AGENCY THAT AWARDED THE WORK</b> | <b>VALUE OF THE WORK (RS)</b> | <b>DATE OF WORK ORDER</b> | <b>DATE OF COMPLETION OF WORK</b> |
|------------|---------------------|---------------------------------------|---|-------------------------------|---------------------------|-----------------------------------|
| <b>(a)</b> |                     | <b>(b)</b>                            | <b>(c)</b>  | <b>(d)</b>                    | <b>(e)</b>                | <b>(f)</b>                        |
| <b>1</b>   |                     |                                       |   |                               |                           |                                   |
| <b>2</b>   |                     |                                       |   |                               |                           |                                   |
| <b>3</b>   |                     |                                       |   |                               |                           |                                   |
| <b>4</b>   |                     |                                       |   |                               |                           |                                   |

This is to certify that the information contained in table above is true and correct.

Allotment order/copy of agreement along with the work completion certificate is enclose.

**Name of the Applicant:** \_\_\_\_\_

**Signature of the Applicant:** \_\_\_\_\_

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

**Seal of Applicant:** \_\_\_\_\_

**ANNEXURE V**

**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 Clause 3 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 supplying of Plastic Document Folder at the Circle Offices (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 irrevocable affirm and 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.*