

Tender No. : SPMU/NRC/Prtg/6/2014/Part 3/81

Date: June 9, 2016

TENDER

**FOR SELECTION OF FIRM FOR PRINTING AND SUPPLY OF LEAFLET FOR THE
OFFICE OF THE STATE COORDINATOR, NATIONAL REGISTER OF CITIZENS,**

GOVERNMENT OF ASSAM

G. S. ROAD, BHANGAGARH, GUWAHATI- 781005

ISSUED BY

OFFICE OF THE STATE COORDINATOR, NRC GOVT. OF ASSAM

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SECTION I

GOVERNMENT OF ASSAM
OFFICE OF THE STATE COORDINATOR, NRC, GOVERNMENT OF ASSAM
G. S. ROAD, BHANGAGARH, GUWAHATI-05

Tender No. SPMU/NRC/Prtg/6/2014/Part 3/81

Date: June 9, 2016

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 firms to submit tender for printing and supply of leaflets along with the specified documents which will be received till **June 29, 2016** 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 'The State Coordinator, National Register of Citizens (NRC), Assam, Bhangagarh, G.S. Road, Guwahati-781005, Assam.' Tender received after 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 Tender Document	1030 hrs. of June 9, 2016
2	Time and last Date of depositing tender	1400 hrs. of June 29, 2016
3	Time and date of opening of Qualifying Bid	1600 hrs. of June 29, 2016
4	Place of opening Tender	O/o the State Coordinator, NRC, Bhangagarh, G.S. Road, Guwahati-781005

○ **Service to be provided:** Printing and supply of leaflets (1/2 Crown Size) in different languages.

Sl. no.	Languages	Quantity
1	Assamese	8,00,000
2	Bengali	3,00,000
3	Bodo	2,00,000
4	English	2,00,000
Total		15,00,000

- **Earnest Money Deposit:** The Applicant shall furnish as part of its Proposal, Earnest Money Deposit (EMD) of Rs. 90,000/- (Rupees Ninety Thousand) only in the form of 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 90 days from the date of issue of Tender document. The Earnest Money Deposit will be returned to unsuccessful Applicants within 30 (thirty) days from date of finalization of order. The Earnest Money 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, Assam, G. S. Road, Bhangagarh, Guwahati-5 on payment of Rs. 1,000/- (Rupees One Thousand) 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 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 (www.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/

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

**SECTION II
BID FORM**

To,

State Coordinator,
National Register of Citizens (NRC)
Bhangagarh, G.S. Road, Guwahati-781005

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 firm offer to print and supply Leaflets 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 2016.

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature.....

SECTION III
BIDDER'S PROFILE

1. Name & Address of the Bidder :
.....
.....
Phone/Fax/Email :
.....

2. Classification :
(Proprietorship/Partnership/Ltd./other)

3. Details of other Facilities available with the Bidder: _
 - i. Machineries :
 - ii. Office status (Owned/Rented):
 - iii. Generator backup facility (mention make/kva):

4. Details of Personnel :
.....

5. Organizational Structure :
.....

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

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, National Register of Citizens, Govt. of Assam would be referred in the Document as the 'Office' and the Supplier participating in the Bid would be referred as 'Bidder'.

A. SERVICES TO BE PROVIDED

1. Service:

1.1 Supply of Leaflet as per Specifications given at **Section VII**.

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 underline in the tender document.

3. Delivery Schedule

3.1 The selected bidder shall have to deliver the items at NRC Cells located at Deputy Commissioners' offices across 27 districts within 15 (Fifteen) days of placing the order. No extra charges for delivery shall be entertained.

3.2 District wise break up of quantity to dispatch shall be communicated with the Work Order.

4. Penalties:

4.1 Penalty per day @ 5% on the residual value of delivery to be computed if the bidder fails to deliver within the schedule date.

4.2 If delay is of more than 5 days, remaining work shall be cancelled and payment will be made after deducting the penalty and the Performance Security shall be forfeited.

A. ELIGIBILITY QUALIFICATIONS

ELIGIBILITY QUALIFICATIONS		
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 proofs to be submitted
1	Submission of Bid Security	The Bidder shall furnish as part of its Proposal, a Bid Security of Rs. 90,000/- (Rupees Ninety Thousand) 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 90 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 50 lakh during the last 3 individual Financial Years (2012-13, 2013-14, 2014-15)	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 (three) single government supplies of related item in the last 3 years of minimum value of Rs. 50 lakh in each year.	Attested/notarized copies of work orders and work completion certificates pertaining to these orders.
4	Should have an Establishment/Factory/Office in Guwahati.	Attested/notarized copy of Govt. Reg. A & B Grade Certificate from P & S Deptt. Govt. of Assam, Trade License from concerned authority, SSI Reg. Certificate from concerned DICC.
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, bankers certificates, etc. for last 3 years.

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 2014-15
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 Guwahati
		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.
		List of machineries available with the Bidder essential for printing of Leaflet.
		Revenue Stamp of Rs. 8.25/- (Rupees Eight and Twenty Five Paisa) only.

B. COST OF BIDDING

1.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid. Office in no case shall be responsible for these costs regardless for the conduct or outcome of the Bidding process.

C. BID DOCUMENT

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

1. TECHNICAL ELIGIBILITY: COVER A

1.1 The Bidder should furnish the followings 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) Earnest Money Deposit of Rs. 90,000/-(Rupees Ninety Thousand) 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 90 days from the date of issue of Tender document. EMD submitted in any other form or bids without EMD shall not be entertained.
- 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 3 years of minimum value Rs. 50,00,000 (Fifty Lakh) in each.
- d) Attested/notarized copy of Trade License & Govt. Reg. Certificate from the concerned authority.
- e) Attested/notarized copy of valid VAT Registration Certificate.
- f) Attested/notarized copy of up-to-date Sale Tax/VAT Clearance Certificate of FY-2015-16.
- g) Bid Form as per **Section II**.
- h) 'Agreed Terms & Conditions' as per **Annexure II** duly filled in and signed and sealed.
- i) The tender/bid document should be signed by the bidder in all pages with office seal and submitted with the bid.
- j) List of machineries which are essential for printing of Leaflets.
- k) The Bidder shall put above documents in a sealed cover super scribed as '**TECHNICAL ELIGIBILITY: COVER A - TENDER FOR SUPPLY OF LEAFLETS DUE ON JUNE 29 2016**' and addressed to 'The State Coordinator, National Register of Citizens, Assam, G.S. Road, Bhangagarh, Guwahati-781005, 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 III** in a sealed cover Super scribed as '**PRICE BID-COVER B- TENDER FOR SUPPLY OF LEAFLETS FOLDER DUE ON JUNE 29 2016**' and addressed to 'The State Coordinator, National Register of Citizens, Assam, G.S. Road, Bhangagarh, Guwahati-781005, Assam.'

3. COVER FOR TECHNICAL ELIGINBILITY and PRICE BID

3.1 The two separately sealed covers Technical Eligibility (Cover A) and Price Bid (Cover B) shall be put inside the third cover which shall be sealed and superscribed as '**TENDER FOR SUPPLY OF LEAFLETS DUE ON JUNE 29, 2016**' and addressed to 'The State Coordinator, National Register of Citizens, Assam, G.S. Road, Bhangagarh, Guwahati-781005, Assam.'

4. OPENING OF COVER – 'A' AND COVER – 'B' OF TENDER

4.1 Bidders or their authorized representatives are entitled to be present on the date and time of opening of Technical Eligibility- Cover A.

4.2 Only those Bidders whose Technical (Cover A) are found acceptable after technical evaluation, will be invited to participate in the opening of the Price Bid (Cover- B). The price Bids of Bidders not found technically qualified will not be opened.

5. AMENDMENT TO BID DOCUMENT

5.1 At any time prior to the deadline for submission of Proposal, the Office 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 (**www.nrcassam.nic.in**).

5.2 In order to afford the Bidders 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.

6. BID FORM

6.1 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.

7. BID PRICE

- i. The bidder shall quote as per price schedule given in financial bid for supply of Leaflet.
- 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 Leaflet 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 all Taxes. Department would deduct Sales Tax, Income Tax and any other Government Tax (as applicable) at source at the time of release of payment.

8. EARNEST MONEY DEPOSIT

8.1 The Applicant shall furnish as part of its Proposal, an Earnest Money Deposit of **Rs. 90, 0000/-** (Rupees Ninety Thousand) only in the form of a Bank Guarantee in favour of Commissioner & Secretary, Political Department with validity for 90 days from the date of issue of Tender document. The EMD will be returned to unsuccessful Applicants within 30 (thirty) days from date of finalization of order. The EMD of the selected bidder shall be returned upon the bidder signing the Agreement. Any bid not accompanied by the EMD shall be rejected by the Department as non-responsive.

8.2 The Office shall not be liable to pay any interest on the EMD and the same shall be interest free.

8.3 The Earnest Money Deposit may be forfeited if:

- i) bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form.
- ii) successful bidder fails to furnish performance security

9. SUBMISSION OF BIDS

9.1 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.

9.2 Any bid received after the dead line for submission of bids shall be rejected and returned to the bidder.

10. 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.

11. EVALUATION

11.1 Bidders who have submitted the valid EMD as per requirement shall be considered for further evaluation. Absence of EMD may lead to summary rejection of the bid.

11.2 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.

11.3 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.

i. **Technical Evaluation:** As a part of Technical Evaluation, the Office 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.

ii. **Financial bids** shall be opened of those bidders whose technical bids found successful.

11.4 The cost of Leaflet shall be taken as per given Financial Bid Format.

11.5 One quoting lowest for printing and supplying Leaflet shall be considered as L1.

12. AWARD OF CONTRACT

12.1 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 7 days of issue of letter of intent, give his acceptance along with performance security in given format at **Annexure V**.

13. RIGHT TO VARY QUANTITIES

13.1 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.

14. 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 Office 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 Leaflet 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 Office without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts.
- 5.2 If the bidder fails to provide the Leaflet within the period(s) specified in the contract or any extension thereof granted by the Department.
- 5.3 If the bidder fails to perform any other obligation(s) under the contract.
- 5.4 Office may without prejudice to other rights under law or the contract provided get the supply of Leaflet 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 Departments 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. 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.
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 Department 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 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.
5. Department reserves right to counter offer price against price quoted by the Bidder as per the benchmarked price.
6. Conditional bids shall not be accepted by the Department.

SECTION VII
SPECIFICATIONS AND QUALITY

SPECIFICATION OF LEAFLET

SL. NO.	DETAIL	SPECIFICATION OF LEAFLET
1	Size	½ Crown Size (15” x 20”)
2	Paper	80 GSM Maplitho Paper best quality
3	Printing	Single colour offset printing in the front & back
4	Packing	Each packet should contain 1,000 leaflets with best quality gunny bag.
5	Delivery	All districts within 15 days from date of order.

ANNEXURE-I

ANNUAL TURNOVER STATEMENT OF THE BIDDER

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

Sl. No.	Year	Turnover in Lakh
1.	2012-13	_____
2.	2013-14	_____
3.	2014-15	_____
Total Rs.		_____

(Words) _____

Seal & Signature of Chartered Accountant/Auditor

Reg. No.

Date:

ANNEXURE-II

AGREED TERMS & CONDITIONS

Tender No. & Date _____

A. DETAILS OF BIDDER

1. Bidder Name: _____
2. Offer Ref: _____
3. Contact Person: _____
4. Telephone No: _____
5. Fax No: _____
6. 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	
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 and designation

Date

Name and address of the firm

ANNEXURE III

FINANCIAL BID

FINANCIAL QUOTE FOR PRINTING AND SUPPLY OF LEAFLETS						
Sl. no.	Item	Quantity	Unit Cost	VAT/Taxes, etc.	Total Unit Cost (all inclusive)*	Total value (all inclusive)*
1.	Leaflet (1/2 Crown Size; 80 GSM Maplitho Paper best quality; Single colour offset printing in front & back	15,00,000				

*The rate quoted shall be inclusive of all cost for 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 or more (to be furnished in Cover- A)

SL. NO.	YEAR OF WORK	DESCRIPTION OF WORK UNDERTAKEN	NAME & ADDRESS OF THE AGENCY THAT AWARDED THE WORK	VALUE OF THE WORK (RS)	DATE OF WORK ORDER	DATE OF COMPLETION OF WORK
1						
2						
3						

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 enclosed.

Name of the Applicant: _____

Signature of the Applicant: _____

Date: _____

Seal of Applicant: _____

ANNEXURE V

AGREEMENT FOR PRINTING AND SUPPLY OF LEAFLETS

This agreement is made on this _____ day of 2016 between M/s _____ (herein after called the 1st Party whose term includes its successors and assignees) whose registered office is at _____ and between Office of the State Coordinator, NRC, Govt. of Assam (herein after called the 2nd Party).

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 Office of the State Coordinator, NRC 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/- (Rupees) only within 1 (one) week of receiving the Department's intention for accepting the bid as Performance Security in form of Bank Guarantee valid for 12 months. If the Agency fails or neglects any of his obligations under the contract it shall be lawful for the Office to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.
3. Submission of Bid against this offer shall bind the Bidder for the acceptance of all the conditions specified herein unless otherwise agreed by the Office.
4. The successful Bidder shall be required to deposit 10% of the total value of Work Order within 1 week of conveying the Office's intention for accepting the Bid as Performance Security in form of Bank Guarantee valid for 6 (six) months.
5. Performance Security shall be submitted in the form of Bank Guarantee issued by a Nationalized Bank and the Performa provided in **Annexure VI** of the Bid Document.
6. Performance Security will be discharged after completion of Bidder's performance obligations under the Contract.
7. If the Bidder fails or neglects any of his obligations under the contract it shall be lawful for the Office to forfeit either whole or any part of performance security furnished by the Bidder as compensation for any loss resulting from such failure.
8. The supply of Leaflet shall be delivered to designated locations within 15 days of placing of Work Order.
9. Payments shall be made within 30 days after raising the bill and satisfactorily completing of delivery materials/schedule subject to availability of fund at that moment.

10. On completion of supplies of ordered quantities bills/invoices should be raised in triplicate in the name of the Tender Inviting Authority with the address.
11. 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.
12. If the supply is received in damaged condition it shall not be accepted. The Bidder shall have to deliver fresh items against the damaged quantity at the cost of the Bidder.
13. The Office 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 Leaflets within the period (s) specified in the contract or any extension thereof granted by the Office.
 - If the Bidder fails to perform any other obligation (s) under the contract.
14. Office may without prejudice to other rights under law or the contract provided get the supply of Leaflets at the risk and cost of the Bidder, in above circumstances.
15. Office 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.
16. 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 Office 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.
17. 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.
18. 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.

19. The venue of the arbitration proceeding shall be Office.
20. 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 Office and set off the same against any claim of the Office for payment of a sum of money arising out of this contract or under any other contract made by Bidder with the Office.
21. In case the date fixed for opening of Bids is subsequently declared as holiday by State/Central Government, 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.
22. Office 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 state Government Department.
23. Office reserves the right to blacklist a Bidder for a suitable period in case he fails to honour his Bid without sufficient ground.
24. 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.
25. Office reserves right to counter offer price against price quoted by the Bidder as per the benchmarked price.
26. The office may inspect the Bidder's premises to have knowledge on the infrastructure available with the Bidder.
27. Verification of Bidders shall be carried out by the office as deemed necessary.

28. Conditional Bids shall not be accepted by the Office.

For and on behalf of the State Coordinator, Assam

Name (caps) _____

Position _____

Date _____

In the presence of Witnesses

Signed _____

For and on behalf of the Bidder

Name (caps) _____

Position _____

Date _____

In the presence of Witnesses

Signed _____

ANNEXURE VI

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, G. S. Road, Bhangagarh, Guwahati-781005

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 Leaflet 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.