

**Tender no: SPMU/NRC/CLOTH ENVELOPE FOLDER/283/2016/6**

**Dated June 9, 2016**

**TENDER**

**FOR SELECTION OF AGENCY FOR SUPPLY OF CLOTH ENVELOPE DOCUMENT**

**FOLDERS FOR THE OFFICE OF THE STATE COORDINATOR, NATIONAL**

**REGISTER OF CITIZENS (NRC), GOVERNMENT OF ASSAM**

**G.S. ROAD, BHANGAGARH, GUWAHATI-05**

**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/CLOTH ENVELOPE FOLDER/283/2016/6      Dated 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 manufacturers/suppliers to submit tender for supply of Cloth Envelope Document Folders along with specified documents which will be received till **June 30, 2016**. 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, 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 10, 2016
2	Time and last Date of depositing Tender	1400 hrs. of June 30, 2016
3	Time and date of opening of Technical Eligibility	1600 hrs. of June 30, 2016
4	Place of opening Tender	O/o the State Coordinator, NRC, Bhangagarh, G.S. Road, Guwahati-781005

**Supply to be provided:**

Sl. no.	NAME OF ITEMS	QUANTITY
1.	Cloth Envelope - A4 Size	7,50,000
2.	Cloth Envelope - Legal Size	50,000

- **Bid Security:** The Applicant shall furnish as part of its Proposal, a Bid Security of Rs. 1,20,000/- (Rupees One Lakh Twenty 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 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 the 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 Guwahati with minimum validity of 90 days from the date of issue of the Tender Document. The Tender Document can also be downloaded from the website of NRC, Assam- [www.nrcassam.nic.in](http://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/-

Commissioner & Secretary, Home & Political Department  
& State Coordinator, National Register of Citizens (NRC),  
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 which is hereby duly acknowledged, we, the undersigned manufacturer/supplier offer to supply Cloth Envelope Document Folders in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices submitted 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 the Tender Document for due performance of the Contract.
4. We agree to abide by this Tender 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 : .....  
.....  
.....
2. Phone/Fax/Email : .....  
.....
3. Classification of Firm : .....  
(Proprietorship/Partnership/Ltd./other)
4. Details of facilities available with the Bidder:
  - i. Machineries
  - ii. Office status (Owned/Rented)
  - iii. Generator backup facility (mention make/kva)
  - iv. Details of Personnel
  - v. Organizational Structure

Place: .....

Date: .....

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

Name of the Bidder: .....

Seal of the Bidder

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

## **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 Manufacturer/Supplier participating in the Bid would be referred to as 'Bidder'.

#### **A. SERVICES TO BE PROVIDED**

##### **1. Service:**

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

1.2 The Bidder may visit the office during office hours to take a look at the sample of Cloth Envelope Document Folder.

##### **2. Delivery Schedule**

2.1 The items should be delivered at all the NRC Cells located at Deputy Commissioner's office across 27 districts within 30 (Thirty) days of placing the order.

2.2 District wise breakup of quantity shall be communicated along with the Work Order.

##### **3. Penalties:**

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

3.2 If delay is more than 7 days, remaining work shall be cancelled and payment will be made after deducting the penalty and the Performance Security shall be forfeited.

**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.		
<b>Sl. No.</b>	<b>Eligibility Conditions</b>	<b>Documentary proof to be submitted</b>
1	Submission of Bid Security	The Bidder shall furnish as part of its Proposal, an Earnest Money Deposit (EMD) of Rs. 1,20,000/- (Rupees One Lakh Twenty 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 EMD will be returned to unsuccessful Bidders within 30 (thirty) days from date of finalization of Supply Order. The EMD 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 <b>Annexure I</b> .
3	Should have executed at least 3 (three) single government supplies of any product in the last 3 years of minimum value of Rs. 20 lakh in each year or 1 (one) single order of Rs. 25 lakh.	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. Certificate, Trade License from concerned authority.
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 up to date TAX/VAT clearance certificate.



9	Others	Bid Document fee of Rs. 1,000.00 (Rupees OneThousand) only in the form of DemandDraft/Bankers Cheque in favour of Commissioner& Secretary, Political Department, payable atGuwahati
		2 A4 size and 2 Legal size sample Cloth Envelopes for assessment.
		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 making of cloth envelope.
		Court Fee Stamp of Rs. 8.25/- (Rupees Eight and Twenty Five Paisa) only.

### **C. 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.

### **D. DOCUMENT**

- a. Bid Document is in two parts (1) Technical Eligibility and (2) 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.
- 1.2 EMD of Rs. 1,20,000/-(Rupees One Lakh Twenty 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 and 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.
- 1.3 Average annual turnover statement of last 3 Financial Years certified by a Chartered Accountant/Auditor in the prescribed Format at **Annexure I**.
- 1.4 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. of 20 lakh in each year or 1 (one) single order of Rs. 25 lakh.
- 1.5 Attested/notarized copy of Trade License & Govt. Reg. Certificate from the concerned authority.
- 1.6 Attested/notarized copy of valid VAT Registration Certificate.
- 1.7 Attested/notarized copy of up-to-date Sale Tax/VAT Clearance Certificate.
- 1.8 Bid Form as per **Section II**.
- 1.9 Agreed Terms & Conditions as per **Annexure II** duly filled in, signed and sealed.
- 1.10 2 Cloth Envelopes of each A4 and Legal size.
- 1.11 The tender/Bid document should be signed by the Bidder on all pages with office seal and submitted with the Bid.
- 1.12 List of machineries which are essential for making of Cloth Envelope.
- 1.13 List of the employees and organization structure separately.
- 1.14 The documents should be arranged chronologically as shown under Eligibility Qualifications.

1.15 The Bidder shall put above documents in a sealed cover superscribed '**TECHNICAL ELIGIBILITY: COVER A - TENDER FOR SUPPLY OF CLOTH ENVELOPE DUE ON JUNE 30, 2016**' and addressed to the Office of the State Coordinator, NRC, Assam, G.S. Road, Bhangagarh, Guwahati-781005, Assam.

## **2. PRICE BID: COVER B**

2.1 The Bidder shall put the duly signed **Annexure- III** in a sealed cover superscribed '**PRICE BID COVER B- TENDER FOR SUPPLY OF CLOTH ENVELOPE DOCUMENT FOLDER DUE ON JUNE 30, 2016**' and addressed to 'The State Coordinator, National Register of Citizens, Assam, G.S. Road, Bhangagarh, Guwahati-781005, Assam.'

2.2 Cover 'B' shall contain the Price Bid of the Bidder.

### **(i) Rate quoted:**

2.3 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 be shown separately.

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

2.4 Each page of the Price Bid should be duly signed by the Bidder affixing the office seal.

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

3.1 The two separately sealed covers Technical Eligibility (Cover A) and Price Bid (Cover B) shall be placed together inside the third cover which shall be sealed and superscribed as '**TENDER FOR SUPPLY OF CLOTH ENVELOPE JUNE 30, 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](http://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**

- 7.1 The Bidder shall quote as per price schedule given in financial Bid for supply of Cloth Envelope Document Folders.
- 7.2 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.
- 7.3 A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 7.4 'Discount' or extra charges if any mentioned by the Bidder shall not be considered unless these are specifically indicated in the price schedule.
- 7.5 The expenses for supply of Cloth Envelope Document Folders to Districts shall be inclusive of the price quoted. No separate charge shall be levied or entertained for supply of materials.
- 7.6 The financial Bid would be inclusive of all Taxes. Office 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 (EMD)**

- 8.1 The Applicant shall furnish as part of its Proposal, an EMD of Rs. 1,20,000/- (Rupees One Lakh Twenty 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.
- 8.2 The Office shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
9. **The EMD Security may be forfeited -**
- 9.1 If Bidder withdraws his Bid during the period of Bid validity specified by the Bidder in the Bid form.
- 9.2 If the successful Bidder fails to furnish performance security.

## **10. SUBMISSION OF BIDS**

10.1 The Bids should be submitted duly sealed and addressed to the Office and deposited in Tender Box or sent by courier/speed /regd. post on or before **1400 hrs.** of due date.

10.2 Any Bid received after the deadline for submission of Bids shall be rejected and returned to the Bidder.

## **11. BID OPENING**

11.1 The Office 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.

## **12. EVALUATION**

12.1 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 summarily rejection of the Bid.

12.2 The Office shall evaluate the Bids to determine whether they are complete, whether any computational errors have been made, Documents properly signed and Bids are generally in order.

12.3 If there is discrepancy between words and figures the amount in words shall prevail prior. The Office will determine the substantial responsiveness of each Bid to the Tender Document. A substantially responsive Bid is one, which confirms to all the terms and conditions of Tender Documents any deviation. A Bid determined as substantially non-responsive will be rejected by the Office.

13. **Eligibility Qualification:** The Office will evaluate if the Bidder complies with all the eligibility conditions given under **Point B of Section IV** of the Tender Document, all documentary proof of the same and thereafter consider for participation in the financial Bid.

14. **Financial Bids** shall be opened of those Bidders whose eligibility qualification found successful.

14.1 The cost of Cloth Envelope Document Folder shall be taken as per given Financial Bid Format. One quoting lowest price for supplying Cloth Envelope Document Folder shall be considered as L1. However, the office is not bound to accept L1 bid for the proposed work.

14.2 Selection of L1 Bidder shall be determined item wise separately for A4 & Legal size and not on the total value of overall items.

## **15 AWARD OF CONTRACT**

15.1 The Office shall consider placement of letter of intent to the Bidder whose offer have been found technically and commercially acceptable. The Bidder shall within 7 days of issue of letter of intent (LoI) give his acceptance along with performance security in given format at **Annexure VI**.

## **16. RIGHT TO VARY QUANTITIES**

16.1 The Office 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 the offered quantity of other terms and conditions.

## **17. PERIOD OF VALIDITY OF BIDS**

17.1 The Tender 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 Office 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 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 Office.

**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 Office's intention for accepting the Bid as Performance Security in form of Bank Guarantee valid for 6 (six) 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 VI** of the Tender Document.

2.3 Performance Security will be released 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 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. Execution Time Limit**

3.1 The supply of Cloth Envelope Document Folder shall be delivered to designated locations within 30 days of placing of Work Order.

**4. Payment Terms**

4.1 Payments shall be made after raising the bill and satisfactorily completing of delivery materials/schedule, subject to availability of fund.

4.2 On completion of supplies of ordered quantities bills/invoices should be raised in triplicate in the name of the Tender Inviting Authority. Bills shall have to be enclosed with the delivery challans in original. The delivery challans should be machine numbered and in triplicate.

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. The Bidder shall have to deliver fresh items against the damaged quantity with no extra cost.

## **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.

- If the Bidder fails to provide the Cloth Envelope Document Folder 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.

5.2 Office may without prejudice to other rights under law or the contract provided get the supply of Cloth Envelope Document Folder done at the risk and cost of the Bidder, in above circumstances.

## **6. Termination for insolvency**

6.1 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.

## **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 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.

## **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 Office of the State Coordinator, Guwahati- 05

## **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 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.



## **SECTION VI**

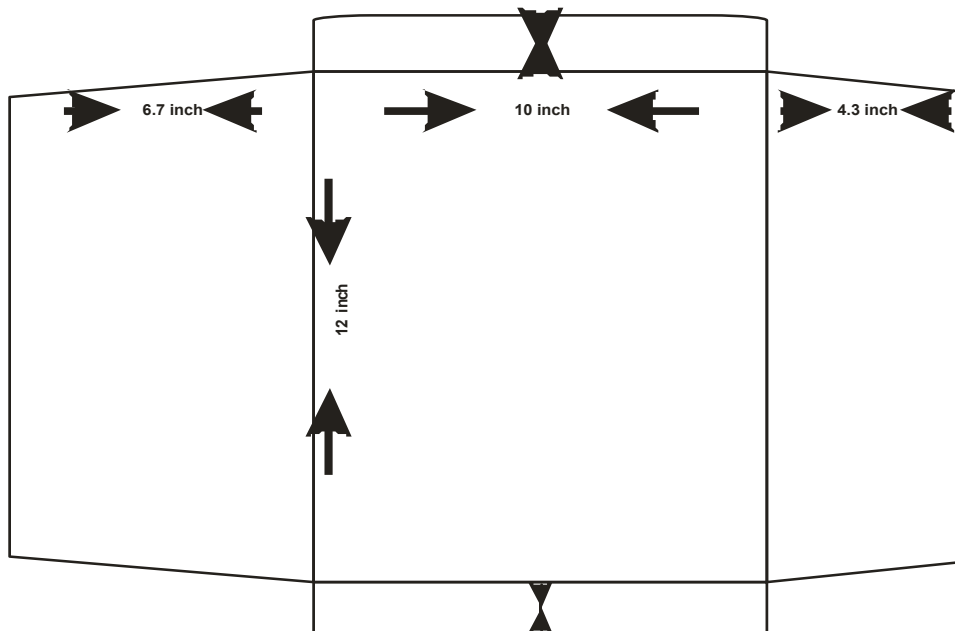
### **SPECIAL CONDITIONS OF CONTRACT**

1. In case the date fixed for opening of Bids is subsequently declared as holiday by the 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.
2. 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.
3. Office reserves the right to blacklist a Bidder for a suitable period in case the Bidder fails to honour the 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. Office reserves right to counter offer price against price quoted by the Bidder as per the benchmarked price.
6. The office may inspect the Bidder's premises to have knowledge on the infrastructure available with the Bidder.
7. Verification of Bidders shall be carried out by the office as deemed necessary.
8. Conditional Bids shall not be accepted by the Office.

**SECTION VIII**  
**SPECIFICATIONS AND QUALITY**

1.1 Specification of Cloth Envelope Document Folder- A4 size

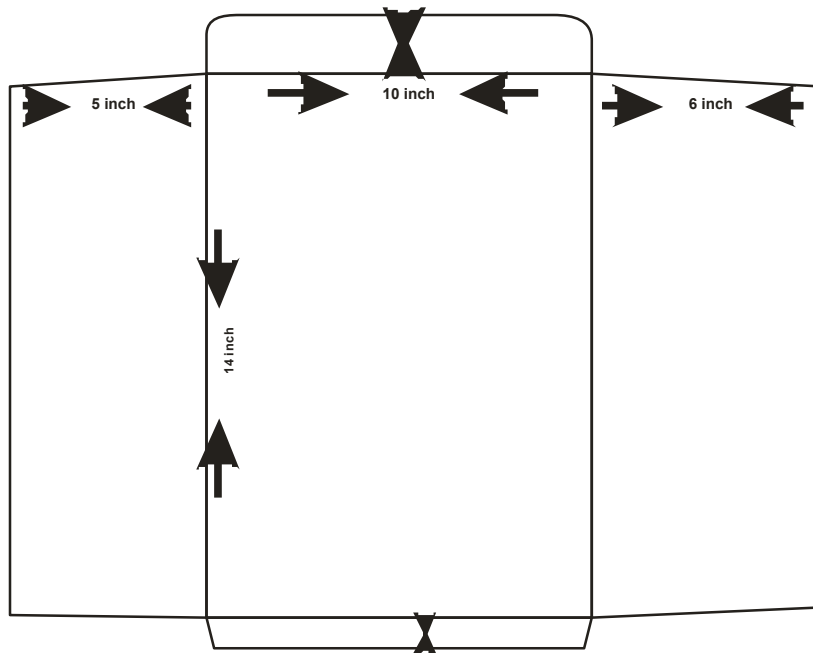
SL.	DETAIL	SPECIFICATION OF CLOTH ENVELOPE
1	Size	10" x 12" Finishing Size
2	Paper	90 GSM Best Quality Craft Paper
3	Cloth	Best quality soft Markin cloth
4	Manufacturing process	Craft paper should be pasted on the Markin cloth. After cutting in the die cutting machine, best quality adhesive should be used.
5	Printing	Single colour printing in the front side of envelope



**Figure 1: SAMPLE DESIGN OF A4 SIZE ENVELOPE**

1.2 Specification of Cloth Envelope Document Folder – Legal Size

SL.	DETAIL	SPECIFICATION OF CLOTH ENVELOPE
1	Size	10" x 14" Finishing Size
2	Paper	90 GSM Best Quality Craft paper
3	Cloth	Best quality soft Markin cloth
4	Manufacturing process	Craft paper should be pasted on the Markin cloth. After cutting in the die cutting machine, best quality adhesive should be used.
5	Printing	Single colour printing in the front side of envelope.



**Figure 2: SAMPLE DESIGN OF LEGAL SIZE ENVELOPE**

**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.	Financial Year	Turnover in Lakhs
1.	2012-13	_____
2.	2013-14	_____
3.	2014-15	_____

---

Total - Rs. ....

(Rupees ..... ) only

Seal & Signature of Chartered  
Accountant/Auditor

Reg. No. ....

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" or "manufacturer" 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 Eligibility Cover 'A'. All commercial terms and conditions should be indicated in the format shown under Commercial. If necessary, details including deviations to the terms and conditions of the Bid Document, should be enclosed as annexure to this questionnaire.**

**C. TECHNICAL ELIGIBILITY:**

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 EMD as per Bid Document has been furnished in <b>Cover A.</b>	

**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	
6.	Confirm acceptance of penalty provisions as given under clause no. 4 of Section IV.	
7.	Confirm acceptance of delivery schedule as indicated in the clause no. 3 of Section IV of Bid Document.	
8.	Confirm acceptance of relevant payment terms specified in the Tender 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 1 (one) year from the date of order.	
13.	Confirm acceptance of Part Order.	
14.	Confirm acceptance of Repeat order within 1 (one) year 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 Tender opening	

SIGNATURE : .....

NAME & DESIGNATION : .....

DATE : .....

NAME & ADDRESS OF THE FIRM : .....

**ANNEXURE III  
FINANCIAL BID**

<b>FINANCIAL QUOTE FOR CLOTH ENVELOPE DOCUMENT FOLDER</b>						
<b>Sl.</b>	<b>Items</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>Cloth Envelope A4 Size</b>	<b>7,50,000</b>				
<b>2</b>	<b>Cloth Envelope Legal Size</b>	<b>50,000</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. 10,00,000/- (Rupees Ten Lakh) each or one supply order of value 25 lakh (Rupees Twenty Five Lakh) only (to be furnished in Cover 'A')

<b>SL. NO.</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>
1						
2						
3						
4						

This is to certify that the information contained in the 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 Bidder:** \_\_\_\_\_

## ANNEXURE V

### AGREEMENT FOR PROVIDING CLOTH ENVELPE DOCUMENT FOLDERS

This agreement is made on this \_\_\_\_\_ day of 2014 between M/s \_\_\_\_\_ (herein after called the 1<sup>st</sup> 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 2<sup>nd</sup> Party).

The validity of this contract agreement will be for a period of 12 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 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 Cloth Envelope Document Folder shall be delivered to designated locations with 30 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 Cloth Envelope Document Folder 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 Cloth Envelope done 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 Cloth Envelope Document Folder at District 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 irrevocably 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. \_\_\_\_\_ (Rupees \_\_\_\_\_ 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

Note:

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.