



Tender no: SPMU/NRC/Generator/22/2014/Pt-III

Dated the July2022

**TENDER**  
**FOR HIRING OF GENERATOR**  
**FOR THE OFFICE OF THE STATE COORDINATOR, NRC, ASSAM**

**ISSUED BY**  
**OFFICE OF THE STATE COORDINATOR, STATE PROJECT MANAGEMNT UNIT, NATIONAL**  
**REGISTER OF CITIZENS, ASSAM**

**OFFICE OF THE STATE COORDINATOR, NRC, ASSAM**  
**ACHYUT PLAZA, BHANGAGARH, GUWAHATI- 781005**

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SECTION I

**OFFICE OF THE STATE COORDINATOR, NRC, ASSAM  
ACHYUT PLAZA, BHANGAGARH, GUWAHATI- 781005**

Tender no: SPMU/NRC/Generator/22/2014/Pt-III

Dated the .....2022

**NOTICE INVITING TENDER**

State Coordinator, National Register of Citizens, Assam invites tenders affixing Court Fee Stamp of Rs. 8.25/- from reputed Agencies/Contractors for hiring of Generator at the Office premises of the State Coordinator, National Register of Citizens (NRC), Achyut Plaza, Bharalupar, Bhangagarh, Guwahati- 781005. The period of contract will be for 6 months (October 2022 to March 2023) and may be reduced or extended at the discretion of the Department. The contract will be effective after signing of agreement with the Department.

Agencies willing to offer service may download the Tender document from the official website [www.nrcassam.nic.in](http://www.nrcassam.nic.in). The cost of tender document is Rs. 1000/- (Rupees One Thousand) only drawn from any Indian Nationalized Bank in the form of Demand Draft issued in favour of 'The Secretary, Home and Political Department, Dispur, Guwahati- 781006, Assam' payable at Guwahati. The bidder shall also submit an EMD for Rs. 50,000/- (Rupees Fifty Thousand) only in the form of Demand Draft drawn in favour of the same beneficiary.

Service to be provided:

| Sl. No. | Service             | Specification  |
|---------|---------------------|--|
| 1       | Hiring of Generator | 110 KVA of reputed brand as specified in the bid document  |
|         |                     | 82.5 KVA Automatic mains failure (AMF) panels of reputed brand as specified in the bid document. |

The cover should be superscripted with the title of the Tender on the top of the envelope addressed to the undersigned along with name, address and contact no. of the responder on the bottom left corner of the envelope.

**Schedule to the invitation of Tender**

| Sl. no. | Scheduled             | Start date | Start time | End date   | End time   |
|---------|-----------------------|------------|------------|------------|------------|
| 1       | Issue of Tender       | 9/08/2022  | 11:00 a.m. | 22/08/2022 | 12.00 p.m. |
| 2       | Bid submission        | 19/08/2022 | 11:00 a.m. | 29/08/2022 | 2.00 p.m.  |
| 3       | Technical Bid Opening | 31/08/2022 | 1.00 p.m.  |            |            |
| 4       | Financial Bid Opening | 1/09/2022  | 1.00 p.m.  |            |            |

Sd/-

State Coordinator  
National Register of Citizens (NRC), Assam

## SECTION II SCOPE OF WORK

1. Providing the service of 1 (one) 110 KVA Generator (manually operated) and 1 (one) 82.5 KVA AMF on monthly basis to the office of the National Registration of Citizen, Assam, Achyut Plaza, Behind HUB, Bharalupur, G.S. Road, Guwahati – 781005.
2. The supply, installation and commissioning of both the generator shall include the following services:
  - a. The Supplier shall ensure provision for round the clock (24x7) service for uninterrupted supply of power in the event of failure of regular supply of electricity. Therefore, the services shall be made available to the Department 365 days a year and 366 days a year in case of leap year including Sundays, National and State holidays.
  - b. The selected Supplier should provide 2 nos. of manpower for manning the generator round the clock for uninterrupted power supply.
3. The generator service which will be provided on monthly rental basis shall include all other charges such as cost of fuel, labour charges, maintenance charges, engagement of manpower for the purpose, etc.
4. A log book shall be maintained by the attendants deployed by the Supplier for indicating the number of hours the generator was operational for the day. The Agency should submit the duly filled in log sheet, signed by the controlling officer, along with the bill, on monthly basis.
5. The persons engaged by the selected Supplier should ensure that the generator is operational within 2 (two) minutes of power cut by the attending person.
6. This agreement will be in force for 8 (Eight) months from the date of agreement, which may be extended by mutual consent of both the parties.
7. The Supplier shall ensure proper maintenance of the Generator set to ensure uninterrupted service. In case of breakdown, the Supplier shall ensure repair of the Generator within 12 hours. If it goes unattended/not repaired for more than 12 hours than it shall attract penalty as given in Clause 2 of Section VII. The cost of repair and maintenance of the generator shall be borne by the supplier.
8. The Supplier shall ensure that adequate fuel is available to run the generator at all time. In the event of power cut, if the generator is not operational citing the reason of non availability of fuel, then the same shall attract penalty as mentioned in Clause 3 of Section VII.
9. The attendants shall be under the pay roll of the Supplier. They shall at no time be treated as employees of the Department.
10. The attendants shall not indulge in any criminal activities/malpractices, alcohol or substance abuse or undesirable acts. In such cases they will be dealt with under the provision of law and the Agency shall be fully responsible for it.
11. The charges for transportation, loading & unloading of the Generator for installation of the same in office premises will be borne by the Supplier.

12. Supply & installation of accessories like cables, change-over switches, etc., for supplying generator power to a point in office premises will be made by the Supplier at their own cost.
13. The successful Supplier should be in a position to supply, install and commission the Generator in office premises within 15 (fifteen) days from the date of awarding the contract or within 7 days from the date of giving site clearance, whichever is later.
14. Required space of installation of the generator shall be provided by the Department.

**SECTION III**  
**BIDDER'S PROFILE**

| Sl. no. | Particulars  | Please furnish details |
|---------|--|------------------------|
| 1.      | Name of the Company / Firm                               |                        |
| 2.      | Year of incorporation                                    |                        |
| 3.      | Nature of the Company<br>(Public/Private/Partnership)    |                        |
| 4.      | Registered office (Address,<br>Telephone Number, e-mail) |                        |
| 5.      | Details of Trade Licence                                 |                        |
| 6.      | Permanent Account Number (PAN)                           |                        |
| 7.      | GST Registration Number                                  |                        |
| 8.      | Banker's name and address                                |                        |

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

Place:.....

Date:.....

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

Name of the Bidder:.....

Seal of the Bidder

SECTION IV  
ELIGIBILITY CONDITIONS

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

| Sl. No. | Minimum Eligibility Criteria  | Proof to be submitted for fulfilling the eligibility  |
|---------|---|---|
| 1       | Bidder should be in the field of Generator hiring service for a period of ten (10) years as on 31/03/2022   | Bidder should provide certificate of providing Generator Hiring Service   |
| 2       | Bidder should have an average annual turnover of at least Rs.50 lakhs in hiring of generator in each of the previous three financial years (2019-20, 2020-21 & 2021-22)   | Bidder should enclose audited balance sheet for the previous three financial years (2019-20, 2020-21 & 2021-22). Along with the Annual Turnover statement   |
| 3       | The Bidder should have experience of hiring service of at least twenty work of Generator hiring service <b>in Government sector or PSU during the last three (3) Financial Years.</b>   | Bidder shall provide documentary evidence/letters of Completion for the projects where they have done the printing  |
| 4       | The DG Set offered on hire basis should be of reputed make/brand like 'Kirloskar Green', 'Cummins India', 'Mahindra', 'Greaves', 'Ashok Leyland' or any other reputed make/brand.   | Document certifying dealing with dealership of the Generator make.  |
| 5       | Shops and Establishment Certificate   | Up to date attested copy of the certificate to be enclosed.   |
| 6       | GST and Trade License   | Up to date attested copies of GST and Trade License   |
| 7       | Should have a valid PAN issued by the Income Tax Office.  | Attested copy of PAN card.  |
| 8       | Bid Document Fee  | Bid document fee of Rs. 1000/- (Rupees One Thousand) only in the form of Demand Draft drawn from Nationalized Bank.   |
| 9       | Signature on Tender document  | Tender document shall be signed by the Proposer in all the pages with official seal. The supporting documents/pages asked by the Tender should be arranged chronologically as per the information sought. |
| 10      | Earnest Money Deposit (EMD)   | EMD for Rs. 50,000/- (Rupees Fifty Thousand) only in the form of Demand Draft drawn in favour of 'The Secretary, Home and Political Department, Dispur, Guwahati- 781006, Assam' payable at Guwahati      |
| 11      | Stamp Fee   | Court Fee Stamp of Rs. 8.25/-   |
| 12      | Additional information  | Any other information which may be useful in the process of evaluation.   |
| 13      | 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.   |

## SECTION V

### **INSTRUCTIONS TO BIDDERS**

- i. Invitation to this tender is in connection with Generator hiring service.
- ii. Tenders should be addressed to “The State Coordinator, National Register of Citizens (NRC), Assam, Achyut Plaza, Bharalupar, Bhangagarh, Guwahati- 781005.”
- iii. Tenders can be submitted in person on or before the due date and time specified in the Tender Notice. Such tenders should be dropped in the tender box only kept at the Office of the State Coordinator, National Register of Citizens (NRC), Assam, Achyut Plaza, Bharalupar, Bhangagarh, Guwahati- 781005.
- iv. Alternatively, the bidder can submit the tender by registered post so as to reach the above address on or before the due date and time specified in the Tender.
- v. Tenders received after due date and time will not be considered and the Office shall not be liable or responsible for any postal delays.
- vi. A tender once submitted shall not be permitted to be altered or amended.
- vii. The cost of tender schedule is Rs. 1000/-. The Tender Documents purchased is not transferable to any other bidder. The tender cost may be paid by Demand Draft drawn on any Nationalized Bank in favour of ‘The Secretary, Home and Political Department, Dispur, Guwahati- 781006, Assam’ payable at Guwahati. The Tender document may be downloaded from the official website [www.nrcassam.nic.in](http://www.nrcassam.nic.in).
- viii. Technical Bid should contain EMD for an amount of Rs. 50,000/- by Demand Draft drawn on any Nationalized Bank in favour of ‘The Secretary, Home and Political Department, Dispur, Guwahati- 781006, Assam’ payable at Guwahati.
- ix. The validity of the Tender Document is for six (6) months and Tender Fee/EMD should be valid for the same period.
- x. The EMD of unsuccessful bidders will be returned after acceptance of the successful Tender and issue of Work Order to the successful bidder within a reasonable time frame. The EMD returned to the unsuccessful bidders shall not earn any interest thereof.
- xi. Any bid not secured with EMD amount will be rejected by the office as non-responsive.
- xii. The EMD amount may be forfeited:
  - a. if a bidder withdraws the bid during the period of bid validity specified in the tender;  
OR
  - b. in the case of successful bidder, if the bidder fails to sign the contract or to submit the Security Deposit, after awarding of the contract.
- xiii. A prospective bidder requiring any clarification in the Tender may notify the office by letter or by e-mail. The office will respond in writing to any request for clarification in the Tender.
- xiv. Interested bidders may visit the site after obtaining permission from the office to plan the exact requirement and estimate.
- xv. Before closing the Tender, the office may amend the Tender as may be desired. Also, amendment to tender may be given in response to clarifications by prospective bidders at the discretion of the office. Such amendments will be notified in the website [www.nrcassam.nic.in](http://www.nrcassam.nic.in).
- xvi. The office, at its discretion, may extend the due date and time for the submission of bids on account of amendments.

- xvii. **The bidders must periodically browse the website- [www.nrcassam.nic.in](http://www.nrcassam.nic.in) till one day before the closing date of this Tender for any amendments or corrigendum issued in connection with this Tender.**
- xviii. The bid shall be signed by the bidder or a person duly authorized to bind the bidder to the Contract. All pages of the bid shall be signed and stamped by the authorized person.

## SECTION VI

### METHOD OF SELECTION

- A two-stage procedure will be adopted in evaluating the proposals: (i) technical evaluation, which will be carried out prior to opening any financial proposal and (ii) financial evaluation. Agency will be ranked using a combined technical/financial evaluation.

#### 1. TECHNICAL BID:

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

#### 2. FINANCIAL BID:

The financial proposal shall consist of:

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

For both the generators in two different formats as annexed in Appendix 2.

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

Total cost of the financial bid = a + b

Where,

- a. Monthly fixed rental of the generator = manpower + maintenance + other (to specify)
- b. Monthly recurring cost of running the generator = per hour cost of running the generator (cost of fuel + mobil + lubricant) x total hour used in a month.
- c. **Final cost shall be calculated combining the rates offered for both the generators.**

The bid with the lowest bid price (L1) will be assigned 100%. And will be considered L1 Bidder

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

Formats for Financial Bid is given at Appendix 2.

## SECTION VII

### PENALTY

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

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

## SECTION VIII

### GENERAL TERMS AND CONDITIONS

#### 1. Amendment to bid document:

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



website.

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

## 2. Bid Price

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

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

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

## 3. Bid Security

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

## 4. The Bid Security may be forfeited

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

## 5. Submission of bids

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

| ENVELOPE | MARKED ON THE COVER | CONTENTS OF ENVELOPE                                     |
|----------|---------------------|--|
| First    | Bid Security (EMD)  | Containing Bid Security and the Cost of Tender Document. |
| Second   | Technical Bid       | Containing documents establishing eligibility            |

|       |               |   |
|-------|---------------|---|
|       |               | of the bidder to participate in the tender.               |
| Third | Financial Bid | Rates duly quoted by the Bidder in the prescribed format. |

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

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

TENDER FOR HIRING GNERATOR ON RENT

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

(Tender no.....)

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

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

**6. Bid opening**

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

**7. Evaluation**

As explained in section VI.

**8. Award of Contract**

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

**9. Signing of Contract**

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

## **10. PAYMENT TERMS**

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

## **11. Annulment of Award**

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

## **12. Period of validity of bids**

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

## **13. Application**

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

## **14. Performance Security**

The successful bidder shall be required to deposit an amount of **10% of the contract value** only within 1 weeks of conveying the Department's intention for accepting the bid as Performance Security in form of Bank Guarantee from Nationalized Bank/Scheduled Bank till the expiry of the Contract.

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

If the bidder fails or neglects any of his obligations under the contract it shall be lawful for the Department to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

## **13. Force Majeure**

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract and the performance shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the Department as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days either party may, at his option, terminate the contract.

## **14. Arbitration**

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

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

The venue of the arbitration proceeding shall be Department.

### **SPECIAL CONDITIONS OF CONTRACT**

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

SECTION IX  
BID FORM

To,

The State Coordinator  
National Register of Citizens, Assam  
Achyut Plaza, Bhangagarh  
Guwahati- 781005, Assam

Dear Sir,

1. Having read the conditions of contract and services to be provided the receipt of which is hereby duly acknowledged, I/We, the undersigned, offer to provide hiring service of 110 KVA generator and 82.5KVA (AMF) in conformity with the conditions of contract and specifications.
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 deposit an amount Of 10% of contract value in the form of Demand draft or in the form of a bank guarantee for due performance of the Contract.
4. We agree to abide by this Bid for a period of 60 days from the date fixed for Bid opening and it shall remain binding upon us.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement. Along with the bid, we have submitted EMD of Rs. 50,000/- in the form of Demand draft in favour of 'The Secretary, Home and Political Department, Dispur, Guwahati- 781006, Assam' payable at Guwahati.

Dated this ..... Day of ..... 2022

Signature of

Name .....

Bidders' name .....

Signature of the quotationer(s).....

Seal of the Bidder

SECTION X

**Annual Turnover Statement of the Bidder**

The Annual Turnover of \_\_\_\_\_ (name of the bidder) for the past three Financial Years are given below and certified that the statement is true and correct.

| Sl. No.      | Year    | Annual Turnover (in Rs.) |
|--------------|---------|--------------------------|
| 1            | 2019-20 |                          |
| 2            | 2020-21 |                          |
| 3            | 2021-22 |                          |
| <b>Total</b> |         |                          |

In words: \_\_\_\_\_

Name of the Chartered Accountant/Auditor \_\_\_\_\_

Signature of Chartered Accountant/Auditor \_\_\_\_\_

Date \_\_\_\_\_

Seal

## SECTION XI

### AGREEMENT FOR HIRING OF 110 KVA GENERATOR

This agreement is made on this \_\_\_\_\_ day of 2022 between M/s \_\_\_\_\_ (herein after called the Bidding Agency whose term includes its successors and assignees) whose registered office is at \_\_\_\_\_ and between State Coordinator, NRC, Govt. of Assam.

The validity of this contract agreement will be for a period of 8 months from .....day of.... Month of Year..... to.....day of..... Month of Year..... This agreement can be terminated at any time on giving a written notice of one month from either side. The Department shall have the right to renew this agreement on mutually agreed terms and conditions for a further period from the date of expiry thereof.

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

1. The Agency shall comply with all the terms and conditions of the tender document which are integral parts of this agreement and also the following -
2. The Agency shall deposit an amount of 10% of contract value only within 1 weeks of receiving the Department's intention for accepting the bid as Performance Security in form of Bank Guarantee valid for 6 months. If the Agency fails or neglects any of his obligations under the contract it shall be lawful for the Department to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.
3. The Agency shall provide the service of 1 (one) 110 KVA Generator (manually operated) and 1 (one) 82.5 KVA Generator (AMF) on monthly basis to the office of the National Registration of Citizen, Assam, Achyut Plaza, Behind HUB, Bharalupur, G.S. Road, Guwahati – 781005 at the rate .....(settled by the RFP).
4. The Generator set offered on hire basis should not be more than 2 years.
5. The supply, installation and commissioning of generator shall include the following services:
  - a. The Agency shall ensure provision for round the clock (24x7) service for uninterrupted supply of power in the event of failure of regular supply of electricity. Therefore, the services shall be made available to the Department 365 days a year and 366 days a year in case of leap year including Sundays, National and State holidays.
  - b. The Agency should provide 2 nos. of manpower for manning the generator round the clock for uninterrupted power supply.
6. The monthly rent quoted by the Agency shall be all inclusive.
7. GST etc. as applicable will be borne by the supplier. Tax at source shall be deducted at the time of payment
8. A log book shall be maintained by the attendants deployed by the Agency for indicating the number of hours the generator was operational for the day. The Agency should submit the duly filled in log sheet, signed by the controlling officer, along with the bill, on monthly basis.

9. The persons engaged by the Agency should ensure that the generator is operational within 2 (two) minutes of power cut by the attending person.
10. This agreement will be in force for 6 (Six) months from the date of agreement, which may be extended by mutual consent of both the parties.
11. The Supplier shall ensure proper maintenance of the Generator set to ensure uninterrupted service. In case of major break-down of the Generator requiring repairing time for more than 4 hours, an interim arrangement shall have to be made by the Agency/Contractor immediately by providing a substitute generator of adequate capacity at no extra cost. In case of non-functioning of the Generator and in the event of failure on the part of the Agency/Contractor to provide an alternative interim generator of adequate capacity within 12 hours, penalty @ 50% of the operational cost per day shall be imposed and deducted from monthly bill of the generator of the period the generator set remains non-functioning.
12. In event of power cut, if the generator is not operational within 5 minutes due to non availability of fuel or the personnel responsible, then the same shall attract penalty of 30% of the operational cost per day.
13. The attendants shall be under the pay roll of the Supplier and the Department has no financial liability whatsoever.
14. The attendants shall report on time, shall not be found consuming liquor or indulge in any substance abuse.
15. The charges for transportation, loading & unloading of the Generator for installation of the same in office premises will be borne by the Supplier.
16. Supply & installation of accessories like cables, change-over switches, etc., for supplying generator power to a point in office premises will be made by the Supplier at their own cost.
17. The successful Supplier should be in a position to supply, install and commission the Generator in office premises within 15 (fifteen) days from the date of awarding the contract or within 7 days from the date of giving site clearance, whichever is later.
18. Required space of installation of the generator shall be provided by the Department
19. The Department shall be free to ask the Agency/Contractor to withdraw any particular person and without disclosing any reason for the same. The Agency has agreed to change that person as and when demanded by the Department.
20. The personnel must report to duty strictly for specified hours (8 hrs.) in each shift, seven days a week. This shall exclude the half an hour food/lunch break/dinner break.
21. A log book specifying consumption of fuel shall be maintained for each day. The Agency should submit the duly filled in log sheet along with duplicate bill on quarterly basis.
22. The person on duty should not loiter around and should take specific position so that power supply is not affected at any time.
23. In case of persons engaged for the purpose remain absent from duty, a substitute shall be provided by the bidder immediately, failure to do so would impose penalty. Penalty may also be levied for late reporting/non-reporting, etc., as mentioned below:



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

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

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

For and on behalf of the NRC, Assam

For and on behalf of the Agency

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

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

Position \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

In the presence of Witnesses

In the presence of Witnesses

Signed \_\_\_\_\_

Signed \_\_\_\_\_

SECTION XII

HIRE ORDER

(Only by specified authority)

This document is subject to the terms of the Agreement for Hiring of service of 100 KVA Generator and 82.5 KVA (AMF) Generator

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

Order details

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

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

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

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

Delivery address

\_\_\_\_\_

Detail of the persons engaged:

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

Signed .....

Name (caps).....

Position: State Coordinator, NRC, Assam

Date: .....

APPENDIX 1

BANK GUARANTEE FOR PERFORMANCE SECURITY

FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No. \_\_\_\_\_ Dated \_\_\_\_\_

(Name of the Bank) \_\_\_\_\_

(Hereinafter referred to as the 'Bank')

Beneficiary of Bank Guarantee

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

Context of Bank Guarantee

Performance Security in pursuance of Section VIII of the Contract Agreement dated \_\_\_\_\_ (hereinafter referred to as the 'Agreement'), executed between the State Coordinator, NRC cum Commissioner & Secretary, Political Department, Govt. of Assam (hereinafter referred to as the "Department") and \_\_\_\_\_ (hereinafter referred to as "Bidder") for providing 110 KVA & 82.5 (AMF) Generator at the office of State Coordinator, The Department (hereinafter referred to as the "Work or Services"), however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner be relied upon at any stage or adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee.

Operative part of the Bank Guarantee

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

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

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

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

This Guarantee will not be discharged due to the change in constitution of the Bank or the Bidder. We undertake not to withdraw or revoke this Guarantee during its currency/validity period, except with the previous written consent of the Department.

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

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

Notwithstanding any clause contained herein:

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

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

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

Authorized Signatory  
For Bank

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

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

APPENDIX 2

**FINANCIAL BID  
SCHEDULE OF HIRE CHARGES**

A. Financial For Hiring of 110 KVA Generator:

| <b>FINANCIAL RATE FOR PROVIDING 110 KVA GENERATOR ON RENT TO THE OFFICE OF THE STATE COORDINATOR, NRC,</b> |                     |  |  |                                    |       |                              |
|--|---------------------|--|--|------------------------------------|-------|------------------------------|
| Sl. No   | Name of Firm/Agency | Monthly rental For 110 KVA inclusive of the rent for generator, manpower cost, maintenance cost and any other cost, please specify | Hourly cost of running the generator taking a standard usage as 1 hour per month | Total Financial bid (Amount in Rs) | GST   | Total value (all inclusive)* |
| a  | b                   | c  | D  | e                                  | f     | g                            |
| 1  |                     |  | ..... * 1= .....   | c+d                                | ..... | e+f                          |

**\*\*The Rate is inclusive of GST.**

B. Financial For Hiring of 82.5 KVA Generator:

| <b>FINANCIAL RATE FOR PROVIDING 82.5 KVA (AMF) GENERATOR ON RENT TO THE OFFICE OF THE STATE COORDINATOR, NRC,</b> |                     |   |  |                                    |       |                              |
|---|---------------------|---|--|------------------------------------|-------|------------------------------|
| Sl. No  | Name of Firm/Agency | Monthly rental For 82.5 KVA (AMF) inclusive of the rent for generator, manpower cost, maintenance cost and any other cost, please specify | Hourly cost of running the generator taking a standard usage as 1 hour per month | Total Financial bid (Amount in Rs) | GST   | Total value (all inclusive)* |
| a   | b                   | c   | D  | e                                  | f     | g                            |
| 1   |                     |   | ..... * 1= .....   | c+d                                | ..... | e+f                          |

**\*\*The Rate is inclusive of GST.**

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

Signature of the Bidder

.....

Name of Bidder

\_\_\_\_\_