## OFFICE OF THE REGISTRAR GENERAL, INDIA (Government of India, Ministry of Home Affairs) 1st Floor, NDCC Building-II, Jai Singh Road New Delhi – 110 001

Tender No. D-15014/1/2020-GS

Dated 18/02/2020

E-TENDER DOCUMENT FOR KIT ITMES i.e.WATER PROOF FOLDER, CLIP WRITING BOARDS AND WATER PROOF CARRY BAGS (All MADE OF ECO-FRIENDLY MATERIALS)

## **CONTENTS OF BIDDING DOCUMENT**

## **INDEX**

| S1.<br>No. | Description                            | Section | Page<br>no. |
|------------|--|---------|-------------|
| 1.         | e-Tender Notice                        | 1       | 4-9         |
| 2.         | General Background                     | 2       | 10-11       |
| 3.         | Instructions For Online Bid Submission | 3       | 12-14       |
| 4.         | Instructions to the Bidders            | 4       | 15-23       |
| 5.         | General Conditions of Contract (GCs)   | 5       | 24-33       |
| 6.         | Price Bid/Financial Bid                | 6       | 34          |
| 7.         | Standard Forms                         | 7       | 35-45       |
| 8.         | Annexure (s)                           |         | 46-49       |

#### **SECTION-1**

## **Notice for Inviting e-Tender**

- 1. For and on behalf of the President of India, the Registrar General & Census Commissioner, India, Ministry of Home Affairs, Government of India invites an open tender (**in two bid system**) from reputed bidders having the capacity and capability to supply kit itmes i.e. waterproof folder, writing clip pad and carry bag all made of Eco-friendly materials to the office address of Directorates of Census Operations for use by Census field functionaries (Enumerators and Supervisors) in the field during first phases of Census, 2021.
  - Time is the essence of this contract. Kit items i.e. i.e. waterproof folder, writing clip pad and carry bag of the aforesaid has to commence within 10 days from the date of placement of the order and has to be completed within 25 days.
  - Since the volume of kit items is large and time available is limited, bidder to coated for kit itmes & packing and dispatch a minimum of 50% of the tender quantity of respective itmes. Bids with less than 50% of the tender quantity of respective itmes may be treated non-responsive and rejected.
  - ORGI reserves the right to split the tender and award it to more than one bidder. The quantity distribution ratio will be decided in reverse proportion of their price bids coated in original tender.
  - 2 Tender documents may be downloaded from the CPPP e-Procurement Portal https://eprocure.gov.in/eprocure/app or the Office of the Registrar General, India website <a href="www.censusindia.gov.in">www.censusindia.gov.in</a> er the schedule given in following DATE SHEET:

#### DATE SHEET

| Published Date & Time                   | 18-02-2020 |
|---|------------|
| Bid Document Download Start Date & Time | 18-02-2020 |
| Seek Clarification start date & time    | 18-02-2020 |
| Seek Clarification end date & time      | 18-02-2020 |
| Pre-bid meeting date & time             | 24-02-2020 |
| Bid Submission Start Date & Time        | 18-02-2020 |
| Bid Submission Closing Date & Time      | 02-03-2020 |
| Technical Bid Opening Date & Time       | 03-03-2020 |

- 3. Bids shall be submitted online only at CPPP website: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> Manual bids shall not be accepted
- 4. Bidders are advised to follow the 'Instructions for online bid submission' available through the link 'Help for bidders' at the e-Procurement Portal https://eprocure.gov.in/eprocure/app.
- **5.** Bidders are advised to check the CPPP website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> at least 3 days prior to the closing date of submission of tender for any corrigendum, addendum, or amendment to the tender document.
- 6. Bid Security: Bid Security (EMD) of Rs 20,00,000/- (Rupees Twentee laks Only), in the form of an Account Payee Demand Draft/Banker's Cheque or Fixed Deposit Receipt from a Scheduled Commercial bank or Bank Guarantee (strictly in Form 6) from a Scheduled Commercial bank in favour of PAO (Census), New Delhi is to be delivered in original to the Deputy Director (General Section), ORGI, NDCC-II,Building A wing, New Delhi-110001 before the time stipulated against 'Bid Submission End Date and time 'as mentioned in the 'Date Sheet'. Name & full address of the bidder may be written at the back of the Demand Draft/Banker's Cheque, Fixed Deposit Receipt, and Bank Guarantee. Signed and scanned soft copy of the Bid Security instrument must be uploaded to the e- Procurement portal along with other bid documents as prescribed below at Para 10. Bids not received with Bid Security as mentioned above (except exempted firms, as per GFR) shall be summarily rejected. Bid security shall remain valid for a period of 60 days beyond the final bid validity period. In case the bidder is exempted as per GFR 2017, the copy of the exemption certificate needs to be submitted.

#### 7. Submission of Tender:

- 7.1 The tender shall be submitted online only under two bid systems, i.e. technical bid and financial bid.
- 7.2 **Technical Bid Packet**: Should contain the following documents:
  - Signed and scanned copy of the documents, to be uploaded for the technical qualification bid conditions as per check list given in para 7.4.
- **7.3 Financial Bid Packet:** Signed and scanned copies of the documents, to be uploaded, as per the checklist for the Financial bid given at Para 7.4.1 for the financial bid.

**7.4** Checklist of documents for submission of bid response: Please check whether following have been attached for Technical Bid & Financial bid:

| Sl.<br>No. | Technical-qualification condition   | Documents required  | Whether enclosed (Yes/No) Page No. |
|------------|---|---|------------------------------------|
| а          | Company should be registered under Companies Act, 2013 or a partnership firm registered under Limited Liabilty Partenership (LLP) Act, 2008 Registered with the Service Tax Authorities Should have been operating for the last three years.  | Copy of Certificates of incorporation Copy of registration Certificates   | ·                                  |
| b.         |   | Signed copy of the Technical Bid Submission Letter in <b>Form 1</b>   |                                    |
| C.         | Average Annual Sales Turnover during the last three financial years i.e. 2016-17, 2017-18 & 2018-19 (as per the last P & L Accounts statements published Balance sheets), should be at least Rs. 5.0 Crore each item quoted.  | Certificate from the statutory auditor or Profit & Loss accounts statements and the Balance Sheets of the last three financial years duly certified by company Secretary (Form 2) |                                    |
| d.         | Must have successfully completed work orders to satisfy at least one of the below three condition during the last three years: i. One Project costing not less than Rs. 3.0 crore ii.Two Projects each costing not less than Rs. 2.0 crore iii. Three Projects each costing not less than Rs. 1.0 crore At least one of the above order should from Govt./PSUs etc. | Copy of work order and completion certificate from client with contact details i.e. address, e-mail, phone no. etc.   |                                    |
| e.         | Should have valid ISO 9001 certification as on the date of submission of bid.   | Copy of certificate valid on<br>the date of submission of<br>the response.  |                                    |

|     | Bidder's operative Bank account  | Scanned copy of certificates  |          |  |
|-----|--|-------------------------------|----------|--|
| f   | _  | from bank of operative        |          |  |
| 1   | details (Current Bank Account)   | account and bidder's          |          |  |
|     |  | declaration in Form 3, along  |          |  |
|     |  | with a cancelled Cheque       |          |  |
|     | The Bidder should not be   | •                             |          |  |
|     | blacklisted by Central / State   | C                             |          |  |
| g   | Government or any  | firm to this effect as per    |          |  |
|     | undertaking/institution under  | format placed at Form 4       |          |  |
|     | government control in India.   | T T                           |          |  |
| h.  | Non -Disclosure agreement  | Scanned copy of Non -         |          |  |
|     |  | Disclosure agreement as       |          |  |
|     |  | per format at Form 5          |          |  |
| i.  | Account Payee DD/Pay   | Scanned copy of Account       |          |  |
|     | Order/Fixed Deposit Receipt from   | Payee Demand Draft/Pay        |          |  |
|     | a Scheduled Commercial   | Order/Fixed Deposit           |          |  |
|     | Bank/Bank Guarantee for amount   | Receipt from a Scheduled      |          |  |
|     | of EMD as per para 6   | Commercial bank/Bank          |          |  |
|     |  | Guarantee (in Form 6) from    |          |  |
|     |  | a Commercial bank as in       |          |  |
|     |  | Para 6 of Section 1           |          |  |
| j.  | Permanent Account Number   | Self-attested Copy of the     |          |  |
|     |  | PAN Card                      |          |  |
| k.  | GST Registration Certificate   | Self-attested Copy of         |          |  |
|     |  | Registration                  |          |  |
| 1.  | Bid Security Form  | Bid Security Form duly        |          |  |
|     |  | signed as per Form 6          |          |  |
| n.  | Fraud & Corrupt  | Undertaking on Fraud &        |          |  |
|     |  | Corrupt Practices duly signed |          |  |
|     |  | & verified on judicial stamp  |          |  |
|     | DED do support   | paper as per Form 7           |          |  |
| 0.  | RFP document   | Signed copy of the Tender     |          |  |
|     | Parron of Attorney in the name of  | Document                      |          |  |
| p.  | Power of Attorney in the name of   |                               |          |  |
| - C | the Authorized Signatory  Bider, should submit a sample of   | of the kit itmes he propose   | to guete |  |
| q.  | Bider should submit a sample of the kit itmes he propose to quote for, along with EMD, to ORGI. A reference is available ORGI office which can |                               |          |  |
|     | be seen before submitting the bid.   |                               |          |  |
| L   | pe seen before submitting the bid.   |                               |          |  |

Note: ORGI, through their representatives, may conduct a physical verification of the assets/infrastructures indicated above before the opening of the financial bid/issuing work order.

7.4.1 Checklist of Annex/Appendix to be enclosed with the Financial Bid:

| Sl.<br>No. | Description   | Whether<br>enclosed<br>(Yes/No) |
|------------|---|---------------------------------|
| (a)        | Financial Bid Undertaking: Scanned copy of the Financial          |                                 |
| (a)        | Bid Undertaking in the format at Form 9                           | started l'emisses               |
| (b)        | The financial bid format given in <b>Section 6</b> is provided as | As-Milhon som                   |
|            | BoQ_ORGI_Ptg.xls along with tender document                       | Asabiuitani asasa               |

- 8. Contact Information: For any clarifications, bidder may contact to Shri Dhirendra Kumar, Deputy Director(GS), ORGI, Ministry of Home Affairs, 1st Floor, NDCC Building-II, Jai Singh Road, New Delhi-110001, Phone: 011-23438277, e- mail: dhirendra.rgi@nic.in.
- 9. **Pre-Bid Meeting:** A pre-bid meeting will be held on 24-02-2020 at 04.00 PM at the Conference Hall, ORGI, Ministry of Home Affairs, 1st Floor, NDCC Building-II, Jai Singh Road, New Delhi-110001 to sort out clarifications/doubts, if any, before submission of the tender.
- **10. Bid Opening:** Bids will be opened as per date/time mentioned in the Tender Date Sheet, online which can be viewed by all bidders on e-tender portal.
- 11. Verification of documents: For verification of documents, the bidder shall be required to produce/show the original documents, if required on receiving request (s) from ORGI. The firm shall report with all originals to the ORGI on specified date and time. Failure on the part of the firm to report on specified date and time may result in rejection of the tender submitted, without further communication.

(V. A. Warade)

Joint Director (HoO)

For Registrar General & Census Commissioner, India ORGI, Ministry of Home Affairs,

1st Floor, NDCC Building-II,

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वृ.अ. वराडे / V.A. Warade
संगुंक्त निदेशक / Joint Director
भारत के महार्रिणस्ट्रार का कार्यालय
O/o the Registrar General India
गृह मंत्रात्य / M/o Home Affairs
जयसिंड रोड, एनडीसीसी ॥, वर्ष हिस्सी-110 001
Jaisingh Road, NDCC-II, New Harn-110 001

#### SECTION - 2

## 2. Background

- 2.1. The Office of the Registrar General, India is responsible for the conduct of the decennial Population Census in the country. The Census of India 2021 (16<sup>th</sup> in the unbroken series and 8<sup>th</sup> after independence) will take a count of the population of more than 130 crores individuals cross-classified by several key demographic and socioeconomic variables.
- 2.2 Census operations in India are carried out in two phases, i) Houselisting & Housing Census and ii) Population Enumeration. To capture the data, two main schedules viz. 'Houselist & Housing Census Schedule' and Household Schedule' are canvassed during the census operations.
- 2.3 Capturing field data for Census of India 2021 would be through specifically designed, A3 size (43 cms x 29.7 cms), ICR enabled schedules with variable & barcode printing.
- 2.4 Houselisting and Housing Census Operations: The Houselisting and Housing Census has immense utility as it will provide comprehensive data on the conditions of human settlements, housing deficit and consequently the housing requirement to be taken care of in the formulation of housing policies. This will also provide a wide range of data on amenities and assets available to the households, information much needed by various departments of the Union and State Governments and other non-Governmental agencies for development and planning at the local level as well as the State level. This would also provide the base for Population Enumeration.
- **2.5 Job Requirement:** Supply of the following kit items i.e. waterproof folder, writing clip pad and carry bag (All made of eco-friendly materials) to the office of Directorate of Census , as indicated in Annex-III, for use by Census field functionaries (Enumerators and Supervisors) in the field during HLO phase-I of 2021 Census during April-September, 2020:-
  - (i) Non-woven Eco-friendly Water Proof Folder(white or cream colour only) to retain about 120 to 150 nos. of A3 size (42 cms x 29.7 cms) ICR Scannable Schedules in each kit.
  - (ii) Clip Writing Boards for use by each Enumerator and Supervisor in collection of data on A3 size(45 cms x 35 cms) Schedules;
  - (iii) Water Proof Carry Bags(Royal Blue colour only) with logo to retain water proof folder with schedules of A-3 size and clip writing board etc. by each Enumerator and Supervisor during their field work.

**Volume and Specification of Requirement:** Items required during HLO phase-I estimated quantity of each item are indicated in the table given below:

| Item                                     | Quantity |
|--|----------|
| Non-woven Eco-friendlyWater Proof Folder | 1875691  |
| Clip Writing Board                       | 679381   |
| Water Proof Carry Bag                    | 679381   |

The quantity may vary up to 30% however, the payment will be made as per approved per unit rate.

- a. Size and Technical specification of each of these items are given at **Annex.II**
- b. Location wise required quantity are given at **Annex.III**
- c. Location/address of delivery of the items are given at **Annex.IV**
- d. Census LOGO & Slogan are given at Annex. V

#### SECTION - 3

#### 12 INSTRUCTIONS FOR ONLINE BID SUBMISSION

**3.1** General Instruction: The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e. <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

## 3.1.1 Registration:

- i. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the "Online Bidder Enrollment" option available on the home page. Enrolment on the CPP Portal is free of charge.
- ii. During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through email-id provided.
- iii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iv. For e-tendering, possession of a valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from any Certifying Authority recognized by CCA India.
- v. Upon enrolment on the CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- vi. Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- vii. Bidders can then login to the site through the secured user ID and the password of the DSC/e-Token.

## 3.1.2 Preparation of bids

- i. For preparation of bid, Bidders shall search the tender from the published tender list available on site and download the complete tender document and should take into account corrigendum, if any, published before submitting their bids.
- ii. After selecting the tender document same shall be moved to the 'My favourite'

folder of bidders account from where bidder can view all the details of the tender document.

- iii. Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents including the names and the content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iv. Any pre-bid clarifications, if required, may be obtained online through the tender site, or through the contact details given in the tender document at Para 9 of Section 1 of Tender Notice.
- v. Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- vi. Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details, etc., under "My Space/ Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

#### 3.1.3 **Submission of Bids:**

- i. Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time.
- ii. Bidder should prepare the EMD as per the instructions specified in the tender document. The details of the DD/BC/BG/ others physically sent should tally with the details available in the scanned copy and the data entered during the bid submission time. Otherwise the uploaded bid may be rejected.
- iii. While submitting the bids online, the bidder shall read the terms & the conditions (of CPP portal) and accept the same in order to proceed further to submit their bid.
- iv. Bidders shall select the payment option as offline to pay the EMD and enter details of the DD/BC/BG/others.
- v. Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- vi. Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender

- document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- vii. If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/modification of the price schedule shall render it unfit for bidding.
- viii. Bidders shall download the Schedule of Quantities & Prices in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only.
  - ix. Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
  - x. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
  - xi. Bidders should follow the server time being displayed on bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the etender system.
- xii. All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

#### 3.1.4 ASSISTANCE TO BIDDERS:

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- (ii). Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. Toll Free Number 1800-3070-2232. Mobile Nos. 91-7878007972 and 91-7878007973.

#### SECTION - 4

#### **Instructions to the Bidders**

#### 4.1 Procedure for Submission of Bids:

- 4.1.1 The Bid response should be submitted online only as per instructions for Online Bid submission contained in Section 3 of Tender Document. The tender response shall be submitted online only under two bid systems.
  - a) Technical Bid Packet
  - **b) Financial Bid Packet:** should contain signed and scanned copies of the documents, including those required as per checklist provided.
- 4.1.2 The document in Technical and Financial Bids should be page numbered in respective Bid and contain the list of contents with page numbers. Deficiency in documentation may result in the rejection of the Bid.

#### 4.2 Cost of Bid Document

The Bidder shall bear all costs associated with the preparation and submission of its bids, including cost of presentation for the purposes of clarification of the bids, if so desired by the ORGI. The ORGI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

#### 4.3 Contents of the Bid Document

- **4.3.1** The Schedule of Requirements of the Goods required, Bid procedures and contract terms are prescribed in the RFP Document which contains the following sections:
  - a) **Section 1 -** Invitation to Bid;
  - b) **Section 2** General Background and Job Requirement
  - c) **Section 3** –Instructions for online bid submission;
  - d) **Section 4** Instructions to bidders;
  - e) **Section 5 -** General Conditions of Contract;
  - f) **Section 6 -** Price Bid/Financial Bid
  - g) **Section 7 –** Standard Forms
  - h) **Section 8 -** Annexturs
- **4.3.2** The Bidder is expected to examine all instructions, forms, general terms & conditions, and Schedule of requirements in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in rejection of the Bid.

#### 4.4 Clarification of Bid Document

A prospective Bidder requiring any clarification of the Bid Document may notify ORGI,in writing at the ORGI's mailing address indicated in **Para 11 of Section 1.** The queries must be submitted in **Microsoft Excel** format as follows:

| Sl.No | Section | ClauseNo | Page No. | Provision in the Clause | Clarification Sought |
|-------|---------|----------|----------|-------------------------|----------------------|
|       |         | •        |          |                         |                      |
|       |         |          |          |                         |                      |

ORGI, will respond in writing, to any request for clarification of the Bid Document, received not later than the date prescribed at Para 2 of **Section-1** of this Bid document. The ORGI response (including an explanation of the query, but without identifying the source of inquiry) to clarifications will be uploaded on e-Procurement Portal.

#### 4.5 Amendment of Bid Document

At any time prior to the last date and time for receipt of bids, the ORGI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.

The amendment will be notified through e-Procurement Portal and will be binding on the bidders.

#### 4.6 Extension of bid submission Date

In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the ORGI may, at its discretion, extend the last date for the receipt of Bids.

## 4.7 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged between the Bidder and the ORGI, shall be written in the **English language only**, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the **English translation** shall govern.

- **4.8 Documents Comprising the Bids:** The Bids prepared by the Bidder shall comprise of the following components:
- **4.8.1 Technical Bid Packet**: Should contain signed and scanned copies of all the documents as per Section 1 of the RFP.
- **4.8.2 Financial Bid Packet:** Signed and scanned copies of the documents, to be uploaded, as per Section 1 of the RFP.
- **4.9 Bid Prices:** The Bidder shall provide, in the proforma prescribed at Section 6, the unit prices and total Bid Prices of the Goods/ Services in Indian Rupees (INR), it proposes to provide under the Contract. Total price also be mentioned in the words too. The Bidder shall prepare the bid based on details provided in the Bid

E-TENDER DOCUMENT FOR PROCUREMENT OF WATER PROOF FOLDER, CLIP BOARD AND WATER PROOF CARRY BAG

documents. Bidder shall carry out the design in accordance with the requirements of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document.

- **4.10 Firm Prices:** Prices quoted by the bidder must be firm & final and shall not be subject to any upward modifications, on any account whatsoever. The Bidder shall, therefore, indicate the prices in Financial/Price Bid Form of the Bid document. The Financial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, etc. and other charges as may be applicable in relation to the activities proposed to be carried out. Such charges should be shown separately in the Financial Bid. However, should there be a change in the applicable taxes; the same will have to be paid on actual.
- **4.10.1** Pursuant to the notification of GST Act 2017, the rate of GST as applicable to the tendered item should be correctly quoted by the tenderer, duly mentioning the HSN code. The offers shall be evaluated based on the GST rate as quoted by each bidder and same will be used for determining the inter-se ranking. While submitting offer, it shall be the responsibility of the bidder to ensure that they quote correct GST rate and HSN number. Purchaser shall not be responsible for any misclassification of HSN number or incorrect GST rate if quoted by the bidder. Wherever the successful bidder invoices the Goods at GST rate or HSN number which is different from that incorporated in the purchase order, payment shall be made as per GST rates which is lower of the GST rate incorporated in the purchase order or billed. Vendor is informed that she/he would be required to adjust her/his basic price to the extent required by the higher tax billed as per invoice to match the all inclusive price as mentioned in the purchase order. Any amendment to GST rate or HSN number in the contract shall be as per the contractual conditions and statutory amendments in the quoted GST rate and HSN number, under SVC.
- **4.11 Discount:** The Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose.
- **4.12 Bidder Qualification:** The individual(s) signing the Bid or other documents in connection with the Bid must attach the Power of Attorney in his/their name as a part of Pre- qualification Bid. In case of non-submission of valid Power of Attorney with Pre- qualification Bid, the Bid is liable to be rejected.

## 4.13 Bid Security:

- 4.13.1 The Bidder shall furnish, as part of its bid, a bid security/EMD of the amount mentioned in Section 1 of the RFP.
- 4.13.2 The bid security is required to protect the ORGI (MHA) against the risk of Bidder's conduct which would warrant the security's forfeiture.
- 4.13.3 The bid security shall be denominated in Indian Rupees only, and shall be in the form of an Account Payee Demand Draft/Pay Order/Fixed Deposit Receipt from a Commercial bank/Bank Guarantee (in Form 8) from a Commercial bank in favour of PAO (Census), New Delhi.
- 4.13.4 Any bid not secured in accordance with the RFP will be treated by ORGI as non-responsive and would be liable to be rejected.
- 4.13.5 Bid security of unsuccessful Bidder's will be discharged / returned as promptly as possible, within 30 days after the expiration of the period of bid validity prescribed by the ORGI or finalization of tender whichever is later.
- 4.13.6 The successful Bidder's bid security will be discharged upon the bidder executing the contract and furnishing the performance security.
- 4.13.7 The bid security may be forfeited in the following cases:
- if a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or
- in the case of a successful Bidder, if the Bidder fails;
  - o to sign the Contract in accordance with **Clause 4.34**; or
  - o to furnish performance security in accordance with **Clause 4.35**.
- 4.13.8 Bid security shall remain valid for a period of 45 days beyond the final bid validity period.

## 4.14 Period of Validity of Bids

- **4.14.1** Bids shall remain valid for 90 days after the date of opening of Technical Qualification Bids prescribed by the ORGI. A bid valid for a shorter period may be rejected by ORGI.
- **4.14.2** In exceptional circumstances, the ORGI may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The validity of bid security provided under Clause 4.13 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder

agreeing to the request will not be required, nor permitted to modify its bid.

- **4.15 Revelation of Prices:** Prices in any form or by any reason before opening the Financial Bid should not be revealed, failing which the offer shall be liable to be rejected.
- **4.16 Tax Registration Certificate:** Bidder shall submit the copy of the GST registration certificate as per technical qualification Bid requirement.

#### 4.17 Terms and Conditions of Bidders

- Any deviation proposed in terms and conditions of the Bidders will not be considered as forming part of their Bids. In case terms and conditions of the contract applicable to this RFP are not acceptable to any Bidder, he should clearly specify deviation in his Technical Bid.
- The Bidder should note, that, in case any of the deviation (s) or assumption (s), indicated by the Bidder in its Technical/ Financial Bid is/are not acceptable to the ORGI, in such eventuality the Bidder shall have to withdraw such deviation (s)/ assumption (s) failing which the Bid (s) of the Bidder shall be liable to be rejected.

#### 4.18 Local Conditions

- It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and / or the cost.
- It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. The ORGI shall not entertain any request for clarification from the Bidder regarding such local conditions.
- It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever, including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the ORGI and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the ORGI on account of failure of the Bidder to appraise themselves of local laws /conditions.
- 4.19 **Headings:** The headings of conditions hereto shall not affect the construction thereof.
- 4.20 **Conditions for Technical Qualification of Bidders:** In addition to documents required as per Section 1, the following will also be required:
- Based on these conditions and documents furnished in the Technical Bid of the *E-TENDER* DOCUMENT FOR PROCUREMENT OF WATER PROOF FOLDER, CLIP BOARD AND WATER PROOF CARRY BAG

tender, the technical evaluation would be done by the Committee. The Price Bid would only be opened in respect of the tenderers who qualify in the technical evaluation.

- **4.21 Last Date for Receipt of Bids:** The Bidder should submit their online bids, in time, as specified in DATE SHEET of Section 1 of Tender Document to avoid any technical issues at the last moment. However, the ORGI may, at its discretion, extend the last date for the receipt of bids.
- **4.22 Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bids before expiry of time of submission of bids.
- **4.23 Address for Correspondence:** The Bidder shall designate the official mailing address, place, e-mail id and fax number to which all correspondence shall be sent by ORGI.
- **4.24 Opening of Bids:** ORGI will open the Bids at the time, date and place, as mentioned in Section 1 of this Document. On the basis of information furnished in the Technical Qualification Bid, Bidders will be qualified.
- **4.25** Clarifications: When deemed necessary, the Tender Committee/ORGI may seek clarifications only on technical matters but not on commercial/financial matters from the Bidder.

## 4.26 Preliminary Examination

- ORGI will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, then either of the price, whichever is beneficial to ORGI, will be accepted and bid shall be finalized accordingly.
- A bid determined as not substantially responsive will be rejected by the ORGI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- ORGI may waive any minor informality or nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 4.27 **Contacting ORGI:** No Bidder shall contact the ORGI on any matter relating to its Bid, *E-TENDER* DOCUMENT FOR PROCUREMENT OF WATER PROOF FOLDER, CLIP BOARD AND WATER PROOF CARRY BAG

from the time of the financial bid opening to the time the Contract is awarded. Any effort by a Bidder to influence the ORGI's Bid evaluation, Bid comparison or Contract award decisions may result in the rejection of the Bidder's Bid.

4.28 **Post Qualification:** ORGI will determine to its satisfaction whether the Bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the Contract. This determination will take into account the Bidder's financial, technical, implementation and post-implementation capabilities and experience to execute similar contract of similar size. It will be based upon an examination of the documentary evidence submitted by the Bidder as per Bid requirement and Check List as well as such other information as the ORGI deems necessary and appropriate. An affirmative determination will be a prerequisite for the award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event; the ORGI will proceed to the next best evaluated bid to make a similar determination of that Bidder's capability to perform satisfactorily.

#### 4.29 Criteria for Evaluation of Bids:

**4.29.1 Technical Evaluation**: The responsive bids will first be evaluated for technical compliance by TEPC. Non-submission of essential documents will result in, a bid liable for disqualification at the technical evaluation stage.

#### 4.29.2 Evaluation of Financial Bids:

- a. Financial bids of only technically qualified firms as determined by the TEPC only will be opened.
- b. ORGI shall evaluate the financial bids of eligible bidders (qualifying technical bids) to determine the L-1 bidder as under:

#### L1= lowest bider each of the three BOQ items will be considered for awarding contract

- c. ORGI will award the Contract to the successful Bidder whose bid has been determined to be technically qualified and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The ORGI will however not bind itself to accept the lowest evaluated bid or any bid and reserves the right to accept any bid, wholly or in part on reasonable ground.
- e. The quantity of work allotted to the successful bider would be based on their capacity to supply. In view of the large volumes of the contract and strict timelines for completion, the ORGI reserves the right to split the tender amongst more than one bidder.

## 4.29.3 PUBLIC PROCUREMENT POLICY FOR GOODS PRODUCED AND SERVICES RENDERED BY MICRO AND SMALL ENTERPRISES (MSES):

In pursuance to Govt. of India"s Public Procurement Policy for MSE (Micro and Small Enterprises), following conditions will be applicable:

- (a) (i) Tender sets shall be provided free of cost to MSEs registered with the agencies as mentioned in the notification of Ministry of MSME (notification No.503 dated 23.03.2012 as printed in Gazette of India) for the item tendered. These are indicated below:
- (1) District Industries Centers.
- (2) Khadi and Village Industries Commission.
- (3) Khadi and Village Industries Board.
- (4) Coir Board.
- (5) National Small Industries Corporation.
- (6) Directorate of Handicraft and Handloom.
- (7) Any other body specified by Ministry of MSME.
- (ii) MSEs registered with the above agencies for the item tendered will be exempted from payment of Earnest Money.
- (iii) In tenders, participating MSEs quoting a price within price band of L1 + 15% shall be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSEs can be together ordered upto 25% of the total tendered value.
- (iv)The sub-target for procurement from MSEs owned by SC/ST shall remain at 4% and for MSEs owned by women the sub-target shall be 3%, out of the total 25%. In case of failure of MSE owned by SC/ST or women enterprise to participate or to bring down their prices to L1, it will be procured from other MSEs.
- **(b)** (I) MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME (notification No.503 dated 23.03.2012 as printed in Gazette of India) as indicated in Para (a) (i) above.
  - (II) The MSEs must also indicate the terminal validity of their registration.
- Failing (I) & (II) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012
- **4.30 Award of work:** In case ORGI decide to place order on more than one bidder for any reason, the L-1 bidder will be awarded minimum 40% of the contracted quantity or his verified capacity whichever is lower for which he/she has bid at the L-1 rate. The L-2 bidder would then be asked to match the L-1 rate. In case, L-2 matches the rate quoted by L-1, he/she would be awarded the quantity he/she has bid for subject to his/her capacity or the quantity decided by TEPC. If L-2 does not match the L-1 rate, the L-3 bidder would be asked to match the L-1 rate. In case, L-3 bidder matches the L-1 rate, he/she would be awarded the quantity for which he made the bid or equal to his capacity or the quantity decided by TEPC. The process of awarding of work will continue in this manner and will be

concluded if a desired number of bidders are covered and the entire volume of work is exhausted. The balance quantity to be distributed to second and third bidder will be in reverse proportion of the rates initially coated by them in tender or as decided by TPEC. The Work Order will be issued after receiving of Performance Security deposit in ORGI.

- 4.31 **ORGI's Right to vary scope of Contract at the time of the Award:** ORGI may at any time, by a written order given to the Bidder, make changes within the general scope of the Contract. Accordingly, ORGI reserves the right to place increase/decrease quantity up to 30% of the Contract value.
- 4.32 **ORGI's Right to accept any bid and to reject any or all bids:** The ORGI reserves the right to split the tender and award it to a minimum of three bidders. The ORGI also reserves the right to accept any bid, and to annul the Bid process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the ORGI's action.
- **4.33 Notification of Award (NoA):** Prior to the expiration of the period of bid validity, the ORGI will notify the successful Bidder in writing by letter, email or by fax that its bid has been accepted. The successful Bidder shall furnish the Performance guarantee to ORGI within 1 week of issue of Advance Acceptance letter from ORGI. Upon the successful Bidder's furnishing of performance guarantee, the ORGI will promptly notify each unsuccessful Bidder and will discharge its bid security.
- 4.34 **Signing of Contract:** Within 7 days of Acceptance of performance bank guarantee letter from ORGI, the successful bidder will have to sign the Contract Agreement with ORGI as per the format provided by this office. The successful bidder shall get this agreement embossed, have the correct amount to stamp duly adjudicated by Superintendent of Stamps and thereafter return the same duly signed and executed, all at his own cost, within two weeks from the receipt of the approved Agreement.

## 4.35 Performance Security:

- 4.35.1 The successful bidder should arrange to deposit performance security amounting to 10% of the contract value furnished within two weeks of receipt of Letter of Intent.
- 4.35.2 Subject to any provision elsewhere in the contract regarding forfeiture or appropriation in full or part thereof, the performance security shall be released after successful completion of contract.
- 4.35.3 The performance guarantee may be either in the form of Demand Draft in favor of PAO (Census), New Delhi, or as Bank Guarantee in the format at Form 8 of this document.
- E-TENDER DOCUMENT FOR PROCUREMENT OF WATER PROOF FOLDER, CLIP BOARD AND WATER PROOF CARRY BAG

- 4.35.4 In case, Bank Guarantee is furnished as performance security, the same should be valid by more than sixty (60) days after the expiry of contract and it should be sent to ORGI by the concerned Bank, and not by the bidder itself.
- 4.35.5 The performance guarantee amount is interest free.
- 4.35.6 ORGI has the right to encash/appropriate the whole amount of performance security in accordance with the contract conditions and also to deduct any amount due from the contractor at the time of the termination/expiry of the contract.

#### 4.36 Technical Evaluation Criteria

- **4.36.1 Technical Evaluation Criteria:** The following vital technical conditions should be strictly complied with failing which the bid will be rejected:
  - Only the Bidders who quote for the complete Scope of Work and Supply of Goods/Services as indicated in this Bid Document, addendum thereof (if any) and any subsequent information given to the Bidder shall be considered. Incomplete bids will be rejected summarily. Evaluation will be carried out for the total scope of work covered in the Bid document.
  - The Bidder shall be deemed to have complied with all clauses in the Bid document under all the sections/chapters of the Bidding document, including Bid Evaluation Criteria (BEC), Schedule of Requirements, Technical specifications, Timelines and General Terms and Conditions of Contract unless otherwise stated in the deviation statement. Evaluation will be carried out on the information available in the bid.
  - If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Bidding Process.
  - **4.36.2 Financial Bid Evaluation Criteria:** The following vital commercial conditions should be strictly complied with failing which the bid will be rejected:
  - a) Financial Bid should be submitted online only strictly as per the Financial/Price Bid format. The Technical Bid shall contain no prices or commercial bid details. However, a blank copy of the Price bid should be enclosed with the Technical Bid with the price column of the price bid format blanked out. A tick mark ( $\sqrt{}$ ) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Price bid. Offers with Technical Bid containing prices shall be rejected outright.
  - b) Bids/Offers of following kinds will be rejected:
- 1) Offers made without Bid Security/Bid Bond/Bank Guarantee along with the *E-TENDER* DOCUMENT FOR PROCUREMENT OF WATER PROOF FOLDER, CLIP BOARD AND WATER PROOF CARRY BAG

offer (except exempted firms under GFR).

- 2) Any bid submitted as physical or hardcopy/Fax/E-mail.
- 3) Offers which do not confirm unconditional validity of the bid for 90 days from the date of opening of bid.
- 4) Offers where prices or any condition are not firm during the validity of offer will be rejected.
- 5) Offers which do not confirm to ORGI's price bid format.
- 6) Offers which do not confirm to the completion period indicated in the bid.
- c) Total lump sum prices quoted by the Bidder must be inclusive of all applicable taxes and other charges.
- d) **Statutory Variations:** Variation in statuary duties and taxes, if any, will be allowed on actual against the documentary evidence. However, any variation due to Turn Over will not be allowed.

#### Section - 5

## 5 General Conditions of Contract (GC)

- **5.1 Definitions**: Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:
  - **a.** 'ORGI' shall mean Office of The Registaral General, India an attched office of Ministry of Home Affairs, New Delhi, with office situated at New Delhi.
  - **b.** 'Other Offices' shall mean the offices of concerned stakeholders for this project situated in the all State/UTs.
  - **c.** 'Bidder' shall mean the individual or firm who participates in this tender and submits its bid.
  - **d.** 'Contractor'/ 'Agency'/ 'Firm' shall mean the successful bidder in this tender and shall include its legal representatives, successors.
  - **e.** 'Performance Security' shall mean monetary guarantee furnished by the successful bidder for due performance of the contract concluded with it.
  - **f.** 'Goods' shall mean all components whether water proof folder, clip board or Water proof carry Bag and incidental services in the scope of the bidder.
- **5.2 Notices:** Any notice, instruction, or communication made pursuant to this Contract shall be in writing, and shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the Technical Bid.
- **Taxes and Duties**: The firm shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.
- **5.4 Fraud and Corruption**: For the purpose of this clause, the terms set forth below have meanings as follows:
- a. "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution.

- b. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract.
- c. "collusive practices" means a scheme or arrangement between two or more Contractors, with or without the knowledge of ORGI, designed to establish prices at artificial, non-competitive level.
- d. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

## 5.5 Measures to be taken by ORGI

- ORGI may terminate the contract if it determines at any time that representatives of the Contractor were engaged in corrupt, fraudulent, collusive or coercive practices during the tender process or the execution of that contract, without the Contractor having taken timely and appropriate action satisfactory to ORGI to remedy the situation;
- ORGI may also sanction against the Contractor, including declaring the Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Contractor has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

#### 5.6 Commencement and Expiration of Contract

- **a. Effectiveness of Contract**: This Contract shall come into force and effect on the date (the "Effective Date") as specified in the GC. In case effective date is not so stipulated, the contract shall be effective from the date it is signed by both parties.
- **b.** Effective Date: The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
- c. Expiration of Contract: Unless terminated earlier pursuant to Clause GC 5.11 hereof, this Contract shall expire at the end of such time after the Effective Date as specified in the GC.
- **5.7 Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for any other statement,

representation, promise agreement doesn't set forth herein.

**5.8 Modifications or Variations**: Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposal for modification or variation made by the other Party.

## 5.9 Force Majeure

- 5.9.1 For the purpose of this Clause, "Force Majeure" means an event beyond control of the affected Party and not involving the affected Party's fault or negligence and not foreseeable. The Force Majeure reasons may be listed as, but are not restricted to, war or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"). For the avoidance of doubt, it is expressly clarified that the failure on the part of the contractor under the agreement or the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of the agreement or the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in the performance of services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of services, the contractor will be solely responsible to complete the risk assessment and ensure implementation of adequate security, hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).
- 5.9.2 If, during the continuance of the agreement, the performance in whole or in part by either party of any obligation under the agreement is prevented or delayed by such Events, the affected party (contractor) shall promptly notify of happenings of any such event in writing, seeking concession as soon as practicable, but within five days from the date of occurrence.
- 5.9.3 Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall, within seven days thereof, notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under the agreement.
- 5.9.4 In case of a force Majeure, parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of services and implementation of the obligations under the contract and to minimize any adverse consequences of such event.

- 5.9.5 If the affected party satisfies the other Party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled make any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.
- 5.9.6 If the performance in whole or in part or any obligation under the agreement is prevented or delayed by reason of any such event for a period exceeding sixty days, the purchaser may at its option, terminate the contract.
- 5.9.7 Upon occurrence of a Force Majeure Event after the effective date, the costs incurred and attributable to such event and directly relating to the Project ('Force Majeure Costs') shall be borne by the respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.
- **5.10 Suspension:** ORGI may, by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Contractor to remedy such failure, if capable of being remedied, within a period not exceeding seven (7) days after receipt by the Contractor of such notice of suspension.

#### 5.11 Termination

- (a) By ORGI: ORGI may terminate this Contract in the case of the occurrence of any of the events specified in paragraphs (i) to (viii) below:
- (i) If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 5.2 hereinabove, within seven (7) days of receipt of such notice of suspension or within such further period as ORGI may have subsequently approved in writing.
- (ii) If the Contractor becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (iii) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 5.14 (b) hereof.
- (iv) If the Contractor, in the judgment of ORGI, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (v) If the Contractor submits to ORGI a false statement which has a material effect

on the rights, obligations or interests of ORGI.

- (vi) If the Contractor places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to ORGI
- (vii) If the Contractor fails to provide the quality services as envisaged under this Contract.
- (viii) If ORGI, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (b) In any event such as at (i) to (vii) above ORGI shall give seven (7) days' written notice of termination to the Contractor, and seven (7) days' in case of an event referred to in (viii) above.
- (c) **By the Contractor**: The Contractor may terminate this Contract by not less than thirty (30) days' written notice to ORGI, in case of occurrence of any of the events specified in paragraph(s) (i) to (iii) below.
- (i) If ORGI fails to pay any money due to the Contractor, pursuant to this Contract and the same is not subject of dispute under Clause GC 5.13 hereof within forty-five (45) days after receiving written notice from the Contractor that such payment is overdue.
- (ii) If ORGI fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 5.22 (b) hereof.
- (iii) If ORGI is in material breach of its obligations pursuant to this Contract and has not remedied the same within fifteen day (15) days (or such longer period as the Contractor may have subsequently agreed in writing) following the receipt by ORGI of the Contractor's notice specifying such breach.
- **5.12 Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 5.6 or GC 5.11 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 5.21 hereof, and (iii) any right which a Party may have under the Law.
- **5.13** Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses under GC 5.11 hereof, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner.
- **5.14 Payment upon Termination**: Upon termination of this Contract pursuant to Clauses under GC 5.11 hereof, ORGI shall make the following payments to the Contractor:

- a) If the Contract is terminated pursuant of Clause 5.11(a)(vii), 5.11(a)(viii) or 5.11(b), payment for Services satisfactorily performed prior to the effective date of termination;
- b) If the agreement is terminated pursuant of Clause 5.11(a)(i) to (vi), the Contractor shall not be entitled to receive any agreed payments upon termination of the contract. However, ORGI may consider payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to ORGI.
- **5.15 Disputes about Events of Termination**: If either Party disputes whether an event specified in paragraph (i) to (vii) of Clause GC 5.11(a) or in Clause GC 5.11(b) hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter for dispute settlement under Clause GC 5.22(b) hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
- **5.16 Forfeiture of Performance Security:** In the event of breach of this Agreement, ORGI shall have the right to invoke and appropriate the proceeds of the performance security, in whole or in part, without separate notice to the Contractor.
- 5.17 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Contractor for providing the services i.e. GST or any such applicable tax from time to time, which increases or decreases the cost incurred by the Contractor in performing the Services, then the amount otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto.
- **5.18 Payment**: In consideration of the services provided by the firm under this Contract, ORGI shall make to the firm such payments and in such manner as is provided in the GC.
  - **5.19 Fairness and Good Faith**: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
  - **5.20 Operation of the Contract**: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the currency of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or

causes of such unfairness, but no failure on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 5.22(b) hereof.

**5.21 Confidentiality**: Except with the prior consent of ORGI, the Contractor shall not at any time communicate to any person or entity any information acquired in the course of performance of this Contract. By agreeing to enter into this Contract, the Contractor also agrees to sign and abide with the Non-Disclosure Agreement placed as **form 5 of Section 7**.

## 5.22 Settlement Of Disputes

- (a) Amicable Settlement: In case dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 07 days after receipt. If that party fails to respond within 07 days, or the dispute cannot be amicably settled within 15 days following the response of that party, clause GC 5.22(b) shall become applicable.
- (b) **Arbitration**: In the case of dispute arising upon or in relation to or in connection with the contract between ORGI and the Contractor, which has not been settled amicably, any party can refer the dispute for Arbitration under the Arbitration and Conciliation Act 1996.
  - 1. The Arbitration proceedings shall be held in New Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
  - 2. The decision of the arbitrator(s) shall be final and binding upon both parties. The expenses of the arbitrator(s) as determined by the arbitrator(s) shall be shared equally by ORGI and the Contractor. However, the expenses incurred by each party in connection with the preparation & the presentation of their cases shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.
- (c) **Jurisdiction of Courts, etc.**: The courts/any other Tribunal or Forum in New Delhi alone shall have exclusive jurisdiction with regard to any matter/dispute relating to or arising out of this contract.

#### 5.23 Liquidated Damage (LD):

a. In the event of the Contractor's failure to supply the Goods/material etc. as specified in this contract, the ORGI may, at his discretion, withhold any payment until the completion of the contract. The BUYER may deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the price of any

portion of goods delivered late, for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of the delayed goods of the project.

b. The amount charged as liquidated damages would be deducted by the Purchaser from the amount due for payment to bidder. If the amount of such LD exceeds the payments due to the Seller, the Seller shall within 30 (thirty) days make payment to the Purchaser the FULL amount of claims less the value of the bank guarantee if encashed.

#### 5.24 Miscellaneous:

- (i) All payments will be made electronically.
- (ii) The personnel engaged by the Contractor are subject to a security check by the ORGI Security Staff at any time.
- (iii) All personnel deputed by the Contractor should bear upon his/her person due authorisation from the Contractor, and should produce the same for inspection in order to be allowed to enter ORGI premises, and during their stay within the premises.
- (iv) Within ORGI premises, the Contractor's personnel shall restrict their activities to performance of this contract.
- (v) The Contractor shall be directly responsible for any dispute arising between him and his personnel and ORGI shall be kept indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.
- (vi) The tenderer shall be solely responsible for payment of wages/salaries, other benefits and allowances etc. in r/o the personnel deputed for ORGI. ORGI shall have no liability whatsoever in this regard and the Contractor shall indemnify ORGI against all claims in this regard.
- (vii) The tenderer shall be fully responsible for theft or burglary or any damage to ORGI property directly attributable to any acts of commission or omission on the part of the tenderer's personnel.
- (viii) Price Details & Validity: The quoted Rate/Cost should be inclusive of all levies/taxes including GST and other charges. The Bid submitted against this Tender should remain valid for not less than 180 days from the last date of submission of bid;
- (ix) Delivery and Delivery Schedule: Delivery of goods shall be completed as per the scheduled under para 1 of Section 1.Extension of tendered delivery period will be at the sole discretion of the ORGI, with the applicability of LD clause. The Contract can be cancelled unilaterally by the ORGI in case items are not received within the contracted or extended delivery period.

- (x) Purchaser's right to vary quantities: ORGI will have the right to increase or decrease up to 30% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract within a period of 45 days from commissioning & acceptance by ORGI at the same rate or a rate negotiated (downwardly) with the existing vendor considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. and supplies to be obtained within delivery period scheduled afresh.
- (xi) Non-disclosure of Contract documents: Except with the written consent of the ORGI/Tenderer, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party. The bidder will certify that all information and data available to him as a part of the project will remain the exclusive property of ORGI and will not be disclosed to any person not authorized by ORGI. Failure to comply with this clause will make the bidder liable to action as per law. The non disclosure agreement is attached as Form-6.

## (xii) Performance cum Guarantee/Warranty security deposit

The successful bidders shall submit as performance cum guarantee an amount equivalent to 10% of the value of the order in the form of Bank Guarantee (valid for 1 year) drawn on any Nationalized Bank/Scheduled Bank, within two weeks from receipt of letter of Intent from ORGI. The Work Order will be issued after receiving of Performance Security deposit in ORGI. On the request of the successful tenderer, the Earnest Money Deposit will be returned to the tenterer on receipt of the Security Deposit payable by him. If the Security Deposit is not paid within time specified, the Earnest Money Deposit remitted by the tenderer shall be forfeited. In such case, the ORGI shall be entitled to get the work executed from elsewhere and recover the consequential loss sustained from the tenderer due to getting the work executed either through some other bidder or through the bidder selected through the process of retendering.

- (xiii) Packing and Delivery Condition: The kit materials should be packed in sound card board boxes duly wraped water proof materials. It should be deliverd to the DCOs at there designated addresses given in **Annexture-IV**.
  - (xiv) Penalty for delay and deviation in the quality of kit items and packaging material. Time is the essence of this contract as Census 2021 is the project of national importance. The supply of kit items has to be completed within 15 days from the date of confirmed work order. In extraordinary circumstances, ORGI may allow extension of a few days subject to levy of

liquidated damegs as defined in Para 5.23. However in ordinate delay or any deviation in the quality of material will invite a penalty of 5-20% of the total bill raised by the bidder/contractor.

- (xv) Payment Terms: 90 % Payments of the invoice quantity will be made on the receipt of the materials by the DCOs at designated address in good condition, against following documents:
  - (i). Acknowledgement on the invoice by DCOs dully stamped for the receipt of full invoice quantity.
  - (ii). The certificate from DCOs that the supplied quantity received is as per specification and approved sample, and in good condition.
  - (ii). The balance of 10% shall be released on receipt of a certificate from DCOs that the full quantity is received at charge level in good condition.

## (xvi) Indemnification:

- (a) A Selected bidder to indemnify, hold harmless ORGI from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") arising in favour of any person, corporation or other entity (including ORGI) attributable to the bidder's negligence or willful default in performance or non-performance under this Agreement.
- (b) If ORGI promptly notifies the selected bidder in writing of a third party claim against ORGI that any service provided by the selected bidder infringes a copyright, trade secret or patents incorporated in India of any third party, the selected bidder will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against ORGI.

#### Section -6

## Price Bid/Financial Bid

- 6.1 The Financial bid would consist of the following:
  - (a) Scanned copy of the Financial Bid Undertaking in the format at Form 9.
  - (b) Schedule of Financial Bid in the format of **Annexure.doc**. The financial bid format given below is provided as **Annexure.doc** along with this tender document at https://eprocure.gov.in/eprocure/app.
- 6.2 ORGI will examine the bids for completeness, computational errors, (whether required bid security has been furnished), whether the documents have been properly signed, and whether the bids are generally in order. If there is a discrepancy between the unit price and the total price, then either of the price, whichever is beneficial to ORGI, will be accepted and bid shall be finalized accordingly.
- 6.3 The bidder has to quote for all the items mentioned in the price bid failing which the bid is liable to be rejected. The cost of the items mentioned in the price bid should include warranty charges, if any.
- 6.4 The formula for determining the lowest evaluated bid (L-1) rate is as under:
  - L1= lowest bider each of the three BOQ items will be considered for awarding contract

# Section - 7 Standard Form

Form-1

## **Technical Bid Submission Letter**

To,

The Joint Director (HoO)
Office of the Registrar General, India,
1st Floor, NDCC-II Building, Jai Singh Road,
New Delhi - 110001
Madam/Sir,

Ref: Response to *e-TENDER* DOCUMENT FOR SUPPLY OF WATER PROOF FOLDER , CLIP PADS AND WATER PROOF CARRY BAG WITH LOGO

Having examined the Tender, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the goods and services sought under *e-TENDER* **DOCUMENT FOR SUPPLY OF KIT ITMES i.e. WATER PROOF FOLDER**, **CLIP PADS AND WATER PROOF CARRY BAG WITH LOGO** and agree to abide by this response for a period of 90 days from the date of opening of bid.

The following persons will be the authorized representative of our company/organization for all future correspondence between the Office of the ORGI, India and our organization till the completion of the process.

| Correspondence Details | Primary Contact | Secondary Contact |
|------------------------|-----------------|-------------------|
| Name:                  |                 |                   |
| Title:                 |                 |                   |
| Company Name:          |                 |                   |
| Address:               |                 |                   |
| Phone:                 |                 |                   |
| Mobile:                |                 |                   |
| Fax:                   |                 |                   |
| E-mail:                |                 |                   |

I/We fully understand that in event of any change in our contact details, it is our responsibility to inform the ORGI about the new details. We fully understand that the ORGI shall not be responsible for non-receipt or non-delivery of any communication and/or any missing

communication from the ORGI to us in the event of reasonable prior notice of any change in the authorized person(s) of the company is not provided to the ORGI.

I/We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to the ORGI is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not, in whole or in part, mislead ORGI in its short- listing process.

I/We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the shortlisting process, we are liable to be disqualified from the selection process or termination of the contract during the project, if selected to do so.

I/We agree for unconditional acceptance of all the terms and conditions set out in the Tender document.

I/We agree that you are not bound to accept any response you may receive. We also agree that you reserve the right in an absolute sense to reject all or any of the products/ services specified in the bid response.

Dated this Day of <Month>

<Year> (Signature of

Authorized Signatory)

Name:

**Designation:** 

Duly authorized to sign the Bid Response for and on behalf of:

(Name and Address of Bidder)

Seal/Stamp of bidder

## Financial Information (as per audited Profit & Loss Account & Balance Sheets)

| Details#                          | 2016-17 | 2017-<br>18 | 2018-19 |
|-----------------------------------|---------|-------------|---------|
| Annual Sales Turnover (in Crores) |         |             |         |
| Net worth (in Crores)             |         |             |         |
| Other Relevant Information        |         |             |         |

| *It is confirmed that I am/we are the statu | tory auditors / Company Secretary of M/s |
|---|--|
|   |  |

# the copies of respective balance sheets are enclosed.

< Statutory Auditor/ Company Secretary's Signature with seal> <Signature of Statutory Auditor/ Company Secretary> Name

Date: Place:

Note: The above certificate should be from the statutory auditor or the Company Secretary of the bidder organization.

\* Strike out whichever is not applicable

### **DETAILS OF BANK ACCOUNT**

(RTGS/NEFT facility for receiving payments)

| S.No. | Particulars                  | To be filled by the bidder |
|-------|------------------------------|----------------------------|
| 1.    | Name(s) of Account Holder(s) |                            |
| 2.    | Address of Account Holder(s) |                            |
| 3.    | Name of the Bank             |                            |
| 4.    | Name and Address of Branch   |                            |
| 5.    | IFSC Code                    |                            |
| 6.    | MICR Code                    |                            |
| 7.    | Account Number               |                            |
| 8.    | Type of Account              |                            |

I/We, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I/we would not hold ORGI responsible.

(Signature(s) of account holder(s)) Name(s) of Account holder(s)

SIGNATURE OF BIDDER/Authorized representative

Attestation by Bank with designation and

stamp

FORM 4

## Non- Blacklisting/ Unblemished Record

(To be given on Company Letterhead)

| In response to the e-Tender No, dated for kit itmes i.e. waterproof folder, writing clip pad and carry bag. I/We hereby declare that presently our Company/Firm/Pressis having unblemished record.  |
|---|
| I/We further declare that presently our Company/Firm/Press is not blacklisted and not declared ineligible for reasons of corrupt & fraudulent practices by any State/Central Government/PSU/ Autonomous Body on the date of Bid Submission. |
| If this declaration is found to be incorrect, then without prejudice to any other action that may be taken, our Bid to the extent accepted (if any) may be cancelled.   |
| Bidder's Signature with date  |
| Bidder's Name with seal   |

#### NON DISCLOSURE OF CONTRACT DOCUMENTS

(To be given on Company letterhead)

| Except with the written consent of ORGI, I/We M/sshall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party. |
|--|
| (Authorized signatory of Company) Name: Date:  |
| Bidder's Signature with date   |
| Bidder's Name with seal  |

#### **BID Security Form**

| Whereas  | (hereinafter called 'the Bidde | r) |
|--|--------------------------------|----|
| has  |                                |    |
| submitted its bid datedfor                           | supply of water proof folder   |    |
| , clip pads and water proof carry bag with le Bid"). | ogo (herein after called "the  |    |
| KNOW ALL MEN by these presents                       |                                |    |
| WEof   |                                |    |
| having our registered office at                      | (herein after called           |    |
| "the Bank") are bound unto the Chief Exec            | cutive Officer, Office of the  |    |
| India (DCO) (herein after called                     | "the DCO") in the sum of       |    |
| fe   | er which payment well and      |    |
| truly to be made                                     |                                |    |
| to the said ORGI, the Bank binds itself, its succe   | essors and assigns by          |    |
| these presents. THE CONDITIONS of this obliga        | ation are:                     |    |
| 1. If the Bidder, withdraw or modify, it             | ts Bid during the period of    |    |
| validity specified by the Bidder on the Bid Form     | ı; or                          |    |
|  |                                |    |

- 2. If the Bidder, having been notified of the acceptance of its bid by the DCO during the period of bid validity.
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidder;

We undertake to pay to the ORGI up to the above amount upon receipt of its first written demand, without the ORGI having to substantiate its demand, provided that in its demand the ORGI will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank) Name and Designation of the officer Seal, Name & Address of the Branch of Bank

FORM 7

# Fraud and Corrupt Practices (To be prepared on judicial stamp paper)

#### **UNDERTAKING**

I/we <Name of the Bidder> submit the Bid for kit items for House listing and Housing Census as envisaged in the Tender document and undertake the following:

- 1. <Name of the Bidder> and our respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process.
- 2. Notwithstanding anything to the contrary contained in this RFP, ORGI shall reject a proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, ORGI shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of ORGI, who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of ORGI, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of ORGI in relation to any matter concerning the Project;

- b. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.
- c. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- d. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by ORGI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

#### Signature & Name and Address of bidder

Witness:

1. Signature & Name and address

2. Signature & Name and address

## [To be filled in by the successful Bidder only]

## MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

| To   |
|--|
| The President of India   |
| WHEREAS  |
| NOW, THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of  |
| We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.  |
| We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. |
| This guarantee shall be valid until the day of, 20   |
| (Signature of the authorized officer of the Bank)  |
|  |
|  |

| <br>. Seal, name | & address | of the   | Bank   | and |
|------------------|-----------|----------|--------|-----|
|                  | addre     | ess of t | he Bra | nch |

FORM 9

Financial Bid Undertaking (on Company letterhead) (Proper format for financial bid)

#### **UNDERTAKING**

| Anne  | U   | •      | •         |       | 1            | •      |              |        |       |         |       |         |           |     | •   |
|-------|-----|--------|-----------|-------|--------------|--------|--------------|--------|-------|---------|-------|---------|-----------|-----|-----|
| carry | bag | dully  | packed    | and   | dispatched   | as per | Para         | t      | o all | DCO     | s on  | their   | address   | as  | per |
| 1.    | I/W | e subi | mit the F | inanc | cial Bid for | supply | of kit itmes | i.e. w | ater  | proof f | folde | r,writi | ng clip j | pad | and |

- 2. I/We have thoroughly examined and understood all the terms and conditions as contained in the Tender document, and agree to abide by them.
- 3. I/We offer the price(s) as indicated in the Financial Bid inclusive of Warranty support and all applicable taxes.

(Signature of the Bidder/Authorized representative) Name: Date:

#### BID SUBMISSION FORM

Supply of water proof folder, clip pads and water proof carry bag with logo

| S. No. | Item Description   | Quantity in laks | GST % | Basic Rate per unit      | All inclusive Amount |
|--------|--------------------|------------------|-------|--------------------------|----------------------|
| (1)    | (2)                | (3)              | (4)   | (incl. All Taxes & other | (6)=(3)*(5)          |
|        |                    |                  |       | charges)                 |                      |
|        |                    |                  |       | <b>(in Rs.)</b> (5)      |                      |
| 1.     | Water Proof Carry  | 679381           |       |                          |                      |
|        | Bag                |                  |       |                          |                      |
| 2.     | Clip Writing Board | 679381           |       |                          |                      |
| 3.     | Non-woven Ec-      | 1875691          |       |                          |                      |
|        | Friendly Water     |                  |       |                          |                      |
|        | Proof Folder       |                  |       |                          |                      |

Note: 1. The price quoted under column(6) should be inclusive of all applicable taxes and duties inclusive of GST.

2. No conditional bid will be accepted.

Signature of the Bidder with seal

| SL. No. | Name of the Items        | Detailed Specification   |  |  |  |  |  |
|---------|--------------------------|--|--|--|--|--|--|
|         | Water Proof Folder       | Extra soft folder of suitable thickness with the following finished measurement / specification:   |  |  |  |  |  |
|         |                          | (a) Upper sheet -355 mm height x 480 mm width  |  |  |  |  |  |
|         |                          | (b) Lower sheet -365 mm height x 480 mm width  |  |  |  |  |  |
|         |                          | (c) Flap sheet - 110 mm height x 480 mm width  |  |  |  |  |  |
|         |                          | The lower sheet & Flap sheet would be of same color and the flap would be in continuation with the lower sheet. The material should be unbreakable in any weather in India. There will be two nos. of high quality Velcro (20 mm x 25 mm) on the Flap. Both sheets would be 5 mm width stitched/pasted on three sides. The flap will be prepared with a Census 2011 logo (70 mm diameter in specified single color). |  |  |  |  |  |
|         | Clip Writing Board       | The following items would be used in Clip board:   |  |  |  |  |  |
|         |                          | (a) Hard Board: It would be extra hard with one side glazed and other side rough.  |  |  |  |  |  |
|         |                          | Size: 310 mm height x 440 mm width Thickness: 3.0 mm   |  |  |  |  |  |
|         |                          | (b) <b>Clip:</b> The clip would be metal wire clip with Nickel plating or Powder coating on inner and outer surface with two plastic gutka on both sides. The clip is to be fixed at midpoint of horizontal side (440 mm) in such a manner that the clip does not exceed the boundary of the hard board.   |  |  |  |  |  |
|         |                          | (c) Jam Buttons: Nickel plated or Powder coated (Male-Female)  |  |  |  |  |  |
|         | Water Proof Carry<br>Bag | Water proof Matty bags (6x3 matty quality) of approved colour with following finished specification/dimension:-  Finished Size – 385 mm height x 525 mm width  |  |  |  |  |  |
|         |                          | Handle – There will be two handles made of 30 mm wide high density strip (PP) quality) and each handle of 800 mmm length, with its two ends stitched (60 mm long stitching) properly with 40 mm x 70 mm patch of leather/Rexene (for durability) in the inner side on the bag at 70 mm distance from the top (Zip level).  |  |  |  |  |  |
|         |                          | <b>Zip Pocket</b> – one zip pocket of the same material as carry bag (size 20 cm x 12 cm) is to be made in the inner side (any side) of the carry bag with high quality zip and kunda (runner).  |  |  |  |  |  |
|         |                          | Chain / Zip – High quality Zip of size 500 mm (8 no. Zip) stitched with the bag with two pcs of 8 no. good quality Kunda (Runner).   |  |  |  |  |  |
|         |                          | All the stitching will be done in the inner side. The bag to be supplied will be printed with a given slogan with Census 2021 logo on both sides.  |  |  |  |  |  |

## Annexure-III

DCO-wise quantities of Water proof folder, Clip Writing board and Water proof carry bag for use during 1st Phase (HLO & NPR) of Census 2021

| S. No. |                   |                       |                     | Water prrof |
|--------|-------------------|-----------------------|---------------------|-------------|
|        | States            | water proof carry bag | Clip Writing Board  | folder      |
| 1      | Arunachal Pradesh | 13,020                | 13,020              | 28,204      |
| 2      | Bihar             | 2,94,750              | 2,94,750            | 8,20,964    |
| 3      | Goa               | 3,621                 | 3,621               | 10,061      |
| 4      | Himachal Pradesh  | 28,844                | 28,844              | 81,444      |
| 5      | Jammu & Kashmir   | 30,048                | 30,048              | 81,666      |
| 6      | Ladakh            | 720                   | 720                 | 1,952       |
| 7      | Karnataka         | 1,53,279              | 1,53,279            | 4,25,439    |
| 8      | Kerala            | 78,290                | 78,290              | 2,15,208    |
| 9      | Lakshadweep       | 149                   | 149                 | 395         |
| 10     | Manipur           | 8,504                 | 8,504               | 22,854      |
| 11     | Meghalaya         | 11,384                | 11,384              | 31,898      |
| 12     | Mizoram           | 2,820                 | 2,820               | 7,540       |
| 13     | Nagaland          | 5,644                 | 5,644               | 15,320      |
| 14     | Puducherry        | 3,003                 | 3,003               | 8,203       |
| 15     | Sikkim            | 1,775                 | 1,775               | 4,851       |
| 16     | Tripura           | 10,473                | 10,473              | 28,719      |
| 17     | Uttarakhand       | 33,057                | 33,057              | 90,973      |
|        | Total             | 6,79,381              | <mark>679381</mark> | 18,75,691   |

#### Annexure-IV

DIRECTOR OF CENSUS OPERATIONS
MANIPUR Prompat Office
Complex, Opposite Mini Sectt.
Near Panchayat Office IMPHAL
EAST-795005

DIRECTOR OF CENSUS OPERATIONS MEGHALAYA Marwein Building Dhankheti, SHILLONG-793003

DIRECTOR OF CENSUS OPERATIONS New Secretariat Complex, KhatlaThlanmual Road, Aizawl, Mizoram-796001

DIRECTOR OF CENSUS OPERATIONS NAGALAND Bayavu Hill, KOHIMA-797001

DIRECTOR OF CENSUS OPERATIONS, U.T. PONDICHERRY 250, IInd floor Jawaharlal Nehru Street, PONDICHERRY-605001.

DIRECTOR OF CENSUS OPERATIONS TRIPURA 210/D Office Lane AGARTALA-799001. DIRECTOR OF CENSUS OPERATIONS
ARUNACHAL PRADESH Hamsilt Cottage
Lummawrie, Laitumkhrah SHILLONG793003

DIRECTOR OF CENSUS OPERATIONS
BIHAR 8th floor, C-G Block,
Karpoori Thakur Sadan Kendriya
Karyalaya Parisar (GPOA) Ashiyana-Digha
Road, Patna-800025

DIRECTOR OF CENSUS OPERATIONS GOA Census House Plot No.22 E.D.C. Patto Plaza PANAJI-403001

o DIRECTOR OF CENSUS OPERATIONS HIMACHAL PRADESH C.G.O. complex Himadri, B-Block Longwood SHIMLA-171001

DIRECTOR OF CENSUS OPERATIONS JAMMU & KASHMIR Hotel Khayam Building, Bishember Nagar SRINAGAR-190001

DIRECTOR OF CENSUS OPERATIONS
KARNATAKA 7th floor E&F Wing
KendryaSadan, 17th Main Road, IInd
Block KORAMANGALA BANGALORE560034

DIRECTOR OF CENSUS OPERATIONS
JAMMU & KASHMIR 285-A RoopNiwas,
Krishna Nagar JAMMU (TAWI)-180016

DIRECTOR OF CENSUS OPERATIONS UTTARKHAND, L.D. Tower No.3, Saharanpur Road (Near Mata walaBagh,)DEHRADUN-248001 DIRECTOR OF CENSUS OPERATIONS
KERALA C.G.O. Complex
Poomkulam, Vellayani
P.O. THIRUVANANTHAPURAM-695522

DIRECTOR OF CENSUS OPERATIONS,
Baithul Haram Building Churiyanoda,
Near Light House, U.T.
of Lakshadweep Kavaratti
Island-682555

Annexure-V



2021

| Janganana se Jankalya | n |  |  |
|-----------------------|---|--|--|

| Tender Inviting Authority: Joint Director (HoO)  |  |  |  |  |
|--|--|--|--|--|
| Name of Work:Procurement and supply of Census Kit items for 17 (seventeen) Directorates of Census Operations (DCOs) for NPR & HLO of Census 2021 |  |  |  |  |
| Contract No: D-15014/1/2020-GS   |  |  |  |  |
| Name of the Bidder/  |  |  |  |  |
| Bidding Firm /   |  |  |  |  |
| Company :  |  |  |  |  |

#### **PRICE SCHEDULE**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

| NUMBER<br>#       | TEXT #  | NUMBER #    | TEXT # | NUMBER #  | NUMBER | NUMBER #  | TEXT #                   |
|-------------------|---|-------------|--------|---|--------|---|--------------------------|
| SI.<br>No.        | Item Description  | Quantity    | Units  | BASIC RATE (including taxes & all other charges) In Figures To be entered by the Bidder Rs. P | GST %  | TOTAL AMOUNT<br>(including taxes &<br>all other charges)<br>in<br>Rs. P<br>(col.4 X col.13) | TOTAL AMOUNT<br>In Words |
| 1                 | 2   | 4           | 5      | 13  | 14     | 54  | 55                       |
| 1                 | Supply of Census Kit to 17 (seventeen) DCOs   |             |        |   |        |   |                          |
| 1.01              | Water proof carry bag (Royal<br>Blue colour only) to retain water<br>proof folder with schedules of A-3<br>size and clip writing board etc. | 679381.00   | Nos    |   |        | 0.00  | INR Zero Only            |
| 1.02              | Non-woven Eco-friendly Water proof folder to carry A-3 size ICR Scannable Schedules   | 1875691.000 | Nos    |   |        | 0.00  | INR Zero Only            |
| 1.03              | Clip writing board (A-3 size) to collect data on A-3 size schedules   | 679381.000  | Nos    |   |        | 0.00  | INR Zero Only            |
| Total in Figures  |   |             |        |   |        | 0.00  | INR Zero Only            |
| Quoted<br>Rate in |   |             |        | INR Zero  | Only   |   |                          |

| Words |  |
|-------|--|
|       |  |