DIRECTORATE OF CENSUS OPERATIONS,
WEST BENGAL
(Government of India, Ministry of Home Affairs)
"Janaganana Bhawan, IB-199,Sector-III, Salt Lake,
Kolkata-700106."
Tel. No.: 033-23359503
Email: dco-wbl.rgi@censusindia.gov.in

E-Tender No. :D-21018/Ptg/2020 Dated: 25/02/2020

E-TENDER DOCUMENT FOR WATER PROOF FOLDER, CLIP WRITING BOARDS AND WATER PROOF CARRY BAGS, ALL MADE OF ECO-FRIENDLY MATERIALS ALONGWITH OTHER KIT ITEMS FOR THE FIRST PHASE OF CENSUS 2021

CONTENTS OF BIDDING DOCUMENT

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SECTION-1

Notice for Inviting e-Tender

1. Online bids are invited by the Directorate of Census Office(DCO) WEST BENGAL (State) an attached office of the Ministry of Home Affairs, for and on behalf of the President of India under two bid system from state of the art *presses* having the capacity and capability to supply Water Proof Folder, (made of Eco-friendly materials), Clip Writing Boards, Water Proof Carry Bags, Ball Pen(not Gel Pen) , Pencil, Eraser , Sharpner , Coloured Chalk (in box) , Ink Pad , Small marker Pen , Plastic coated gem clip **to the office address of Directorates of Census Operations, West Bengal** for use by Census field functionaries (Enumerators and Supervisors) in the field during two phases of Census 2021.
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, Indiawebsitewww.censusindia.gov.in as per the schedule given in following **DATE SHEET**.

3. DATE SHEET

Published Date & Time	**25.02.2020 01.00P.M.**
Bid Document Download Start Date & Time	**26.02.2020 11.00A.M.**
Bid Submission Start Date & Time	**26.02.2020 01.00P.M.**
Start date & Time for submission of Pre-Bid queries	**26.02.2020 11.00 P.M.**
Last date & Time for submission of Pre-Bid queries	**03.03.2020 03.00P.M.**
Date & time of Pre-Bid Meeting	**04.03.2020 11.00 A.M.**
Bid Document Download End Date & Time	**16.03.2020 03.00 P.M.**
Bid Submission End Date & Time	**16.03.2020 03.00 P.M.**
Technical Bid Opening Date & Time	**17.03.2020 03.00 P.M.**
Financial Bid Opening Date & Time	

1. **Manual bids shall not be accepted except the original documents/instruments as mentioned in thistender.**
2. **Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app.**

3. **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**

4. Bidders are advised to check the CPPP websitehttps://eprocure.gov.in/eprocure/appat least 3 days prior to the closing date of submission of tender for any corrigendum, addendum, or amendment to the tender document.

Bid Security: Bid Security (EMD) of Rs. 12,00,000/- (Rupees Twelve Lakh 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 (in Form 8) from a Scheduled Commercial bank in favour of Directorate of Census Operations, West Bengal, payable at Kolkata, to be delivered in original to the The Deputy Director (HoO), Directorate of Census Operations, West Bengal, "Janaganana Bhawan, IB-199, Sector- 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, 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 8. 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 45 days beyond the final bid validity period.

1. **Bid Opening**: Bids will be opened as per date/time mentioned in the **Tender Date Sheet.** The results of the bid and the bidder selected for work will be notified lateron.

2. **Submission ofTender:**

2.1 The tender shall be submitted online only under two bid systems, i.e. technical bid and financialbid.

2.2 Bid documents may be scanned with 100 dpi with black and white option which helps in reducing the size of the scanneddocument.

2.3 Technical Bid Packet: Should contain signed and scanned copy of the documents, to be uploaded for the technical bid as per the checklist given under para 2.5.1 below.

2.4 Financial Bid Packet: Signed and scanned copies of the documents, to be uploaded, as per the checklist for the Financialbid.

2.5 Checklist of documents for submission of bid response: Please check whether following have been attached for Technical Bid & Financialbid:

2.5.1 Checklist of documents/supporting documents to be enclosed with the **Technical qualification bid** (Please refer to clause4.20 of Section4):

Sl. No.	Technical-qualification condition	Documents required	Whether enclosed (Yes/No) Page No.
a.	Letter of intent	Scanned copy of the Technical Bid Submission Letter in **Form 1**	
b.	Company should be registered under Companies Act, 2013 or a partnership firm registered under LLP Act, 2008 Registered with the Service Tax Authorities Should have been operating for the last three years.	Copy of Certificates of incorporation and Copy of RegistrationCertificates	
c	Bid Security	Scanned copy of Account Payee Demand Draft/Pay Order/Fixed Deposit Receipt from a Commercial bank/Bank Guarantee (**in Form 8**) from a Commercial bank as in Para 5 of **Section 1**	
d.	Annual Sales Turnover during each of the last three financial years (as per the last published Balance sheets), should be at least Rs.5 crore	Certificate from the statutory auditor **or** Certificate signed by the Company Secretary, alongwith the P&L accounts statement, Balance Sheets of the last three financial years which are available publicly **(Form 2)**	
e.	Must have successfully supplied similar items (all items) to Government or Corporate sector in last three financial years: i. One order costing not less than Rs. 1 crore ii. Two orders each costing not less than Rs. 50 lakh	Copy of work order and completion certificate from client or Certification by the Company Secretary of having delivered the Goods.	

	iii. Three orders each costing not less than Rs. 25 lakh	**(Form 3)**	
f.	Should have valid ISO 9001 certification as on the date of submission of bid	Copy of certificate valid on the date ofsubmission oftheresponse	
g.	Operational account in any commercial bank	Certificate from bank that account is operational for last three Financial Years **Form 4**	
h.	Permanent Account Number	Copy of the PAN	
i.	The Bidder should not be blacklisted by Central / State Government or any undertaking/institution under government control inIndia.	Undertaking from an authorized signatory of the firm to this effect as per format placed at **Form 5**	
j.	Power of Attorney in the name of the Authorized Signatory is required		
k.	Scanned copy of Non -Disclosure agreement as per format at Form 6.		

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

Sl. No.	Description	Whether enclosed (Yes/No) Page No.
(a)	Scanned copy of the Financial Bid Undertaking in the format at **Form 7**	
(b)	Schedule of Financial Bid in the format of BOQ_ORGI_Ptg.xls. The financial bid format given in **Section 7** is provided as **BoQ_ORGI_Ptg.xls** along with this tender document at https://procure.gov.in/eprocure/app	

3. **Contact Information:**For any clarifications, bidder maycontact:

(Parnalekha Dasgupta)
DY. DIRECTOR (HoO)
For Director of Census Operations, West Bengal,
Directorate of Census Operations, West Bengal
"Janaganana Bhawan, IB-199, Sector-III, Salt Lake, Kolkata-700106, Tel. No. 033-23359503
9830293090,9818780978
Email: dco-wbl.rgi@censusindia.gov.in

4. **Verification of documents:**

For verification of documents, the firm shall be required to produce/show the original documents if required on receiving request (s) from DCO, WEST BENGAL. The firm shall report with all originals to our office 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.

P. Dasgupta 20/1/2020

(Parnalekha Dasgupta)
DY. DIRECTOR (HoO)
For Director of Census Operations, West Bengal,
Directorate of Census Operations, West Bengal
"Janaganana Bhawan, IB-199, Sector-III, Salt Lake, Kolkata-700106, Tel. No. 033-23359503
Email: dco-wbl.rgi@censusindia.gov.in

SECTION – 2

2. Background

2.1. Role of the DCO: The Directorate of Census Operations, West Bengal is responsible in conducting- the decennial Population Census in the State of West Bengal under the Administrative control of Office of the Registrar General & Census Commissioner of India, New Delhi.

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 29.7cms), ICR enabled schedules with variable & barcode printing.

2.6 Job Requirement

i) **Current requirement** (for the purpose of this tender):

Supply of the following items to the office of Directorate of Census , WEST BENGAL 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 to retain about 150 to 200 nos. of A3 size (42 cms x 29.7 cms) ICR Scannable Schedules in each folder by the Enumerators/Supervisors;

(ii) Clip Writing Boards for use by each Enumerator and Supervisor in collection of data on A3 size Schedules;

(iii) Water Proof Carry Bags 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 Pre-Test, estimated quantity of each item, are indicated in the table given below:

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**

(iv)Ball pen (Not gel pen)
(v)Pencil
(vi)Eraser
(vii)Sharpener
(viii)Colored Chalk(in box)
(ix) Ink pad

(x) Small marker Pen
(xi)Plastic coater Gem Clip(in box)

Item	Quantity (West Bengal + Tripura)
1. Non-woven Eco-friendly Water Proof Folder	622162 +28911=651073
2. Clip Writing Board	229242+10591=239833
3. Water Proof Carry Bag	229242+10591=239833
4. Ball pen (Not gel pen)	425702+19640=445342
5. Pencil	425702+19640=445342
6. Eraser	425702+19640=445342
7. Sharpener	229242+10591=239833
8.Colored chalk(in box)	196460+9049=205509
9.Ink Pad	196460+9049=205509
10.Small marker pen	425702+19640=445342
11.Plastic coated gem clip (in box)	32782+1542=34324

Chargewise Packaging is to be done. Please refer LOCATION-WISE REQUIRED QUANTITY AS PER ANNEXURE.III

SECTION - 3

4. INSTRUCTIONS FOR ONLINE BIDSUBMISSION

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. http://eprocure.gov.in/eprocure/app 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 a . 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 ofcharge.

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-idprovided.

iii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for theiraccounts.

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 byCCA India.

iv. Upon enrolment on the CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with theirprofile.

v. 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 thesame.

vi. Bidders can then loginto the site through the secured user ID and the password of the DSC/eToken.

b. 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 theirbids.

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 tenderdocument.

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 thebid.

iv. Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tenderdocument 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 ofbids.

c. Submission ofBids:

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 submissiontime.

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 will berejected.

iii. While submitting the bids online, the bidder shall read the terms &the conditions (of CPP portal) and accepts the same in order to proceed further to submit theirbid.

iv. Bidders shall select the payment option as offline to pay the EMD and enter details of theDD/BC/BG/others.

v. Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tenderdocument.

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 forbidding.

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 eleventhhour.

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 bidopening.

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 e-tendersystem.

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.

d. **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 thetender.

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 and91-7878007973.

SECTION – 4

Instructions to Bidders

4.1 Procedure for Submission ofBids:

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 BidPacket**
b) **Financial Bid Packet:** should contain signed and scanned copies of the documents, including those required as per checklistprovided.

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 theBid.**

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 DCO. The DCO 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 BidDocument

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 followingsections:

a) **Section 1** - Invitation toBid;
b) **Section 2** –General Background
c) **Section 3** –Instructions for online bidsubmission;
d) **Section 4**- Instructions tobidders;
e) **Section 5**- Job and Schedule of Requirements
f) **Section 6** – General Conditions ofContract;
g) **Section 7**– Price Bid/FinancialBid
h) **Section 8**- StandardForms
i) **Section 9**-Appendix

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 abid 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 DCO, WEST BENGAL in writing at the DCO's mailing address indicated in **Para 9 of Section 1.** The queries must be submitted in **Microsoft Excel** format asfollows:

Sl. No	Section No.	Clause No.	Page number in Section	Existing Provision in the Clause	Clarification Sought

DCO, WEST BENGAL , will respond in writing, to any request for clarification of the Bid Document, received not later than the date prescribed at Para2 of **Section-1** of this Bid document. The DCO 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 BidDocument

At any time prior to the last date and time for receipt of bids, the DCO, 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 submissionDate

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

4.7 Language ofBids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged between the Bidder and the DCO, 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** shallgovern.

4.8 Documents Comprising the Bids: The Bids prepared by the Bidder shall comprise of the followingcomponents:

4.8.1 Technical Bid Packet: Should contain the followingdocuments:

4.8.1.1 Signed and scanned copies of the documents, to be uploaded as per the requirements for the technical qualification bidconditions mentioned at 7.5.1 of section 1 .

4.8.2 Financial Bid Packet:Signed and scanned copies of the documents, to be uploaded as per the checklist for the Technical bid at para 7.5.2 of section1.

4.9 BidPrices

The Bidder shall provide, in the proforma prescribed at **Section6**, the unit prices and total Bid Prices of the Goods/ Services in Indian Rupees (INR), it proposes to provide under the Contract. Total cost also be mentioned in the words.

In the absence of the above information, as requested above, a bid **may be considered incomplete and summarily rejected.**

The Bidder shall prepare the bid based on details provided in the Bid 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 FirmPrices

Prices quoted must be firm and 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 only. The Bid Prices shall be indicated in **Indian Rupees** (INR) only.

The Financial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, etc. However, should there be a change in the applicable taxes; the same will be paid on actual.

4.10.1 Goods and Service Tax (GST):

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 will 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. However, in the event of such an offer, without considering discount, is found to be the lowest, the DCO shall avail such discount at the time of award of contract.

4.12 BidderQualification

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 berejected.

4.13 BidSecurity

4.13.1 The Bidder shall furnish, as part of its bid, **a bid security of the amount mentioned in Clause 6 of Section-1.**

4.13.2 The bid security is required to protect the DCO against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **Clause 4.13.7.**

4.13.3 The bid security shall be denominated in Indian Rupees, 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 Scheduled Commercial bank in favour of ***PAO (Census),***

4.13.4 Any bid not secured in accordance with Clauses 4.13.1 and 4.13.3 will be treated by DCO as non-responsive and would be liable to be rejected.

4.13.5 Unsuccessful Bidder's bid security will be discharged/returned as promptly as possible, but not later than 30 days after the expiration of the period of bid validity prescribed by the DCO, or after finalization of tender whichever is later in pursuant to **Clause 4.14.**

4.13.6 The successful Bidder's bid security will be discharged upon the bidder executing the contract, pursuant to **Clause 4.35.**

4.13.7 The bid security may beforfeited:

a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or

b) in the case of a successful Bidder, if the Bidderfails;

i. to sign the Contract in accordance with **Clause 4.34**; or

ii. 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 ofBids

4.14.1 Bids shall remain valid for 90 **days** after the date of opening of Technical Qualification Bids **prescribed** by the DCO. **A bid valid for a shorter period may be rejected by DCO.**

4.14.2 In exceptional circumstances, the DCO 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 ofPrices

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 RegistrationCertificate

Bidder shall submit the copy of the GST registration certificate as per technical qualification Bid requirement.

4.17 Terms and Conditions ofBidders

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 TechnicalBid.

The Bidder should note, that, in case any of the deviation (s)), indicated by the Bidder in its Technical / Financial Bid is / are not acceptable to the DCO, 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 LocalConditions

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 DCO, and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the DCO 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 ofBidders

(i) The table below details the required technical qualification criteria. The bidders should submit the documents as required for meeting the requirements.

	Basic requirements	Specific requirements	Documents required
	Legal Entity	The company should be registered under the Companies Act, 2013 or a partnership firm registered under LLP Act, 2008 Registered with the Service Tax Authorities Should have been operating for the lastthree years.	Copyof Certificates of incorporationand Copy of Registration Certificates
	Annual Sales Turnover	Annual Sales Turnover during each of the last three financial years (as per the last published Balance sheets), should be at least Rs. 5 crore for supply of similar goods.	Certificate signed by the company Secretary, along with the P& L Statement,Balance Sheets of the last three financial years, which are available publicly **(Form 2)**
	Experience	Must have successfully supplied similar items to Government or Corporate sector in last three financial years: i. One order costing not less	Copy of work order and completion certificate from client or Certification by the

		than Rs. 1 crore/- ii. Two orders each costing not less than Rs.50 lakh iii. Three orders each costing not less than Rs.25lakh.	Company Secretary of having delivered the Goods. **(Form 3)**
	Quality Management Certification	Should have ISO 9001 certification as on the date of submission ofbid	Copy of certificate valid on the date of submission of the response
	Blacklisting	The Bidder should not be blacklisted by Central / State Government or any undertaking / institution under government control in India.	Certificate by authorized signatory to this effect as per format placed at **Form 5**

(ii) The tenderer should submit sample of the items he proposede to supply under this tender.

(iii) In addition to the documents required for pre-qualification, Power of Attorney in the name of the Authorized Signatory is required.

(iv) Based on these conditions and documents furnished in the Technical Bid of the 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 ofBids

The Bidder should submit their online bids well before last date and time specified in **DATE SHEET** of Section1 of Tender Document to avoid any technical issues at the last moment. DCO may, at its discretion, extend the last date for the receipt of bids in accordance with Clause4.6.

4.22 Late Bids

Any bid received by the DCO after the last date and time for receipt of bids prescribed by the DCO, **will be rejected and / or returned unopened to theBidder.**

4.23 Modification and Withdrawal ofBids

No bid shall be modified after the deadline for submission of bids ,however, he may change his bid before final closing time any number of times. His last submitted bid will only be considered for the purpose of evaluation. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bidsecurity.

4.24 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 DCO.

4.25 Opening ofBids

DCO will open the Bids at the time, date and place, as mentioned in **Section1** of this Document. On the basis of information furnished in the **Technical Qualification Bid,** Bidders will be qualified.

4.26 Clarifications

When deemed necessary, the Tender Committee/DCO may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or pricequoted.

4.27 PreliminaryExamination

DCO will examine the bids to determine whether they are complete, whether required bid security has beenfurnished,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 DCO, will be accepted and bid shall be finalized accordingly.

A bid determined as not substantially responsive will be rejected by the DCO and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

DCO 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 anyBidder.

4.28 ContactingDCO

No Bidder shall contact the DCO on any matter relating to its Bid, from the time of the Bid opening to the time the Contract isawarded.

Any effort by a Bidder to influence the DCO's Bid evaluation, Bid comparison or Contract award decisions **may result in the rejection of the Bidder's Bid.**

4.29 PostQualification

DCO 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. 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 DCO will proceed to the next best evaluated bid to make a similar determination of that Bidder's capability to performsatisfactorily.

4.30 Criteria for Evaluation ofBids

4.30.1 TECHNICAL EVALUATION: The responsive bids will first be evaluated for technical compliance. Non-submission of essential documents will result in, a bid liable for disqualification at the technical evaluationstage.

4.30.2 EVALUATION OF FINANCIAL BIDS:

a. Financial bids of only technically qualified firms will beopened.

b. DCO 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, for respective item, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The DCO 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.

Note: DCO reserves the right to ask the bidder to validate any technical parameter in a laboratory environment at the time of evaluation of the Technical bid, at the cost of thebidder.

4.30.3 In tender participating MSE will be extended the benefits as per the Govt. policy on (MSME) as mentioned under Para 5.24 section 5.

4.31 DCO's Right to Vary Scope of Contract at the time of the Award

DCO may at any time, by a written order given to the Bidder pursuant to **Clause 6.15.18 of Section 6 – GC of Contract**, make changes within the general scope of the Contract. Accordingly, DCO reserves the right to place repeat order (s) of upto 30% of the Contract value on same rates and terms & conditions.

4.32 DCO's Right to Accept Any Bid and to Reject Any or AllBids

The DCO 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 anyliability to the affected Bidder or Bidders or any obligation to inform the

affected Bidder or Bidders of the grounds for the DCO action.

4.33 Notification of Award(NoA)

Prior to the expiration of the period of bid validity, the DCO will notify the successful Bidder in writing by letter, email or by fax that its bid has been accepted and successful bidder should immediately acknowledge the same.

The notification of award will constitute the formation of the Contract.

Upon the successful Bidder's furnishing of performance security pursuant to **Clause 4.36.1,** the DCO will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to **Clause 4.13.5.**

4.34 Signing ofContract

Within 7 days of submission of Letter of Acceptance, the successful bidder shall prepare and submit to DCO the Contract Agreement on the basis of the format provided. After receipt of Performance Security as per clause 4.36 below, DCO shall return the Agreement after scrutiny, and the successful bidder shall get the same embossed, have the correct amount to stamp duly adjudicated by Superintendent of Stamps and thereafter return the same duly signed and executed on behalf of the successful bidder, all at his own cost, within two weeks from the receipt of the approved Agreement.

4.35 PerformanceSecurity

4.35.1 The successful bidder should arrange to have performance security amounting to 10% of the contract value furnished within two weeks of submission of Letter of Acceptance.

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 at the time of completion / termination of thecontract.

4.35.3 The performance security may be either in the form of Demand Draft in favour of Director, Directorate of Census Operations, West Bengal payable at Kolkata or as Bank Guarantee in the format at **Form 9** of thisdocument.

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.

4.35.5 In case Bank Guarantee is furnished as performance security, it should be sent to DCO by the concerned Bank, and not by the bidderitself.

4.35.6 The performance security amount is interestfree.

4.35.7 DCO 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/completion of thecontract.

4.36 Confidentiality of the Document

This Bid Document is confidential and the Bidder is required to furnish an undertaking (as per Form 6 of this document) that anything contained in this Bid Document shall not be disclosed in any manner, whatsoever.

4.37 RejectionCriteria

4.38.1 Technical Rejection 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 Biddocument.
- 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 thebid.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the BiddingProcess.

4.38.2 Financial Bid RejectionCriteria

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. Offers with Technical Bid containing prices shall be rejected outright.

b) **Bids / Offers of following kinds will be rejected:**
   i. Offers made without Bid Security/Bid Bond/Bank Guarantee along with the offer (except exempted firms under GFR rules).
   ii. Any bid submitted as physical or hardcopy/Fax/Email
   iii. Offers which do not confirm unconditional validity of the bid for 90 days from the date of opening of bid.
   iv. Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
   v. Offers which do not confirm to DCO's price bid format.
   vi. 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 taxes including exciseduty, salestax, and GST.**

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 followingmeanings:

a. 'DCO' shall mean Directorate of Census Operations, an allied office of Ministry of Home Affairs, New Delhi, with office situated at Directorate of Census Operations, West Bengal, "Janaganana Bhawan, IB-199, Sector -III, Salt Lake, Kolkata –700 106

   a. 'Other Offices' shall mean the offices of concerned stakeholders for this project situated in the state of West Bengal

   b. 'Bidder' shall mean the individual or firm who participates in this tender and submits its bid.

   c. 'Contractor'/ 'Agency'/ 'Firm' shall mean the successful bidder in this tender and shall include its legal representatives,successors.

   d. 'Performance Security' shall mean monetary guarantee furnished by the successful bidder for due performance of the contract concluded withit.

   e. 'Goods' shall mean all components whether water proof folder, clip board or Water proof carry Bag and incidental services in the scope of thebidder.

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 TechnicalBid.

5.3 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 ofIndia.

5.4 Fraud andCorruption

a) **Definitions:** For the purpose of this clause, the terms set forth below have meanings as follows:

b) "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;

c) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of acontract;

d) "collusive practices" means a scheme or arrangement between two or more Contractors, with or without the knowledge of DCO, designed to establish prices at artificial, non-competitive level;

e) "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 acontract;

5.5 Measures to be taken by DCO

a) DCO 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 DCO to remedy thesituation;

b) DCO 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, acontract.

5.6 Commencement and Expiration ofContract

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 bothparties.

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 thecontract.

c) **Expiration of Contract**: Unless terminated earlier pursuant to Clause GC 6.11 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 ForceMajeure

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 SI 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 SI 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 (whereverapplicable).

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 (Printer) 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 theagreement.

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 toexist.

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 thecontract.

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 coststhereof.

5.10 Suspension: DCO 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, providedthatsuchnoticeofsuspension(i)shallspecifythenatureofthefailure,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.

5.11Termination

(a) By DCO: DCO 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 6.2 here in above, 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 DCO, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(v) If the Contractor submits to DCO a false statement which has a material effect on the rights, obligations or interests of DCO.

(vi) If the Contractor places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to DCO.

(vii) If the Contractor fails to provide the quality services as envisaged under thisContract.

(viii) If DCO, 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 DCO 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 thanthirty (30) days' written notice to DCO, in case of occurrence of any of the events specified in paragraph(s) (i) to (iii) below.

(i) If DCO 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 there of within forty-five(45) days after receiving written notice from the Contractor that such payment is overdue.
(ii) If DCO fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC -5.13(b) hereof.
(iii) If DCO is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) 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 5.12 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.

5.14Payment upon Termination: Upon termination of this Contract pursuant to Clauses under GC 5.11 hereof, DCO 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, DCO 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 DCO.

5.15Disputes 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.

5.16Forfeiture of Performance Security: In the event of breach of this Agreement, DCO 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.

5.17Change 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 andduties,whicharedirectlypayablebytheContractorforprovidingtheservicesi.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.

5.18Payment: In consideration of the services provided by the firm under this Contract, DCO 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 thisContract.

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 6.22(b) hereof.

5.21 **Confidentiality**: Except with the prior consent of DCO, 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 6 of Section 8.

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 6.22(b) shall become applicable.

(b) **Arbitration**: In the case of dispute arising upon or in relation to or in connection with the contract between DCO and the Contractor, which has not been settled amicably, any party can refer the dispute for Arbitration under the Arbitration and Conciliation Act1996.

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 DCO 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 KOLKATA alone shall have exclusive jurisdiction with regard to any matter/dispute relating to or arising out of thiscontract.

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 DCO 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 theproject.

(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 paymentto the Purchaser the FULL amount of claims less the value of the bank guarantee if encashed.

5.24 PUBLIC PROCUREMENT POLICY FOR GOODS PRODUCED AND SERVICES RENDERED BY MICRO AND SMALL ENTERPRISES (MSME):

In pursuance to Govt. of India's Public 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 Centres.
(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.
(8) 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 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 MSE and can MSEs and such MSEs can be together ordered up to 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 3%, out of the total 25%. In case of failure of MSE owned by ST/ST or women enterprise to participate or to bring down their prices to L1, it will be procurred 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.

5.25 Miscellaneous:

(i) All payments will be madeelectronically.

(ii) The personnel engaged by the Contractor are subject to a security check by the DCO Security Staff at anytime.

(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 DCO premises, and during their stay within the premises.

(iv) Within DCO premises, the Contractor's personnel shall restrict their activities to performance of thiscontract.

(v) The Contractor shall be directly responsible for any dispute arising between him and his personnel and DCO shall be kept indemnified against all actions, losses, damages, expenses and claims whatsoever arisingthereof.

(vi) The tenderer shall be solely responsible for payment of wages/salaries, other benefits and allowances etc. in respect of the personnel deputed for DCO. DCO shall have no liability whatsoever in this regard and the Contractor shall indemnify DCO against all claims in this regard.

(vii) The tenderer shall be fully responsible for theft or burglary or any damage to DCO property directly attributable to any acts of commission or omission on the part of the tenderer's personnel.

(viii) **Cost Details & Validity:** The quoted Rate/Cost should be inclusive of all levies/taxes except GST. The Bid submitted against this Tender should remain valid for not less than 180 days from the last date of submission ofbid;

(ix) **Delivery and Delivery Schedule:** Delivery of goods shall be completed within 15 days of signing of the contract. The Contract can be cancelled unilaterally by the DCO in case items are not received within the contracted delivery period. Extension of tenderer delivery period will be at the sole discretion of the DCO, with the applicability of LD clause. Delivery of items shall be done at tenderer site.

(x) **Purchaser's right to vary quantities:** DCO 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 DCO 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 scheduledafresh.

(xi) **Non-disclosure of Contract documents:** Except with the written consent of the DCO/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 DCO and will not be disclosed to any person not authorized by DCO. 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 work order from DCO. On the request of the successful tenderer, the Earnest Money Deposit will be returnedto 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 remittedby the tenderer shall be forfeited. In such case, the DCO 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 re-tendering.

(xiii) Penalty for delay and deviation in the quality of paper and packaging material.

Time is the essence of this contract as Census 2021 is the project of national importance. The work order has to be completed within 15 daysfrom the date of work order . In extraordinary circumstances, DCO may allow extension of a few days. Any deviation in the quality of material will invite a penalty of 5-20% of the total bill raised by the printer.

(xiv) Indemnification:

(a) A Selected bidder to indemnify, hold harmless DCO 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 DCO) attributable to the bidder's negligence or willful default in performance or non-performance under thisAgreement.

(b) If DCO promptly notifies the selected bidder in writing of a third party claim against DCO 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 DCO.

Section -6

Price Bid/ Financial Bid

6.1 The Financial bid would consist of thefollowing:

(a) Scanned copy of the Financial Bid Undertaking in the format at **Form 8**.

(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://e-procure.gov.in/e-procure/app. Bidders are advised to download this **Annexure.doc**, and quote their offer/rates in the permitted column and upload the same in the financial bid. Bidder shall not modify thedownloaded financial bid template in any manner. In case it is found to be tampered/ modified in any manner, such bid will be rejected outright, Bid Security would be forfeited, and bidder is liable to be banned from doing business with DCO.

6.2 DCO 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 inorder.

If there is a discrepancy between the unit price and the total price, then either of the price, whichever is beneficial to DCO, 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.

Section - 7

Standard Form

Form-1

Bid Submission Letter
(Signed copy on company letterhead)

[Date]

To,
The **The DY. DIRECTOR (HoO)**
Directorate of Census Operations, West Bengal,
"Janaganana Bhawan", IB-199, Sector-III, Salt Lake,
Kolkata – 700 106, Tel. No- 033-23359503
Email: dco-wbl.rgi@censusindia.gov.in

Dear Madam/Sir,

Ref: Response to *e-TENDER* DOCUMENT FOR SUPPLY OF WATER PROOF FOLDER, CLIP WRITING BOARDS AND WATER PROOF CARRY BAGS, ALL MADE OF ECO-FRIENDLY MATERIALS ALONGWITH OTHER KIT ITEMS FOR THE FIRST PHASE OF CENSUS 2021

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** WATER PROOF FOLDER, CLIP WRITING BOARDS AND WATER PROOF CARRY BAGS, ALL MADE OF ECO-FRIENDLY MATERIALS ALONGWITH OTHER KIT ITEMS FOR THE FIRST PHASE OF CENSUS 2021 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 **Directorate of Census Operations, West Bengal** Govt of 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:		

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

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 DCO 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 DCO in its short- listingprocess.

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.

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

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 bidresponse.

It is hereby confirmed that I/We are entitled to act on behalf of M/s..... and empowered to sign this document as well as such other documents, which may be required in this connection.

Datedthis Dayof <Month>

<Year>(Signature of

AuthorizedSignatory)

Name:

Designation:

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

(Name and AddressofBidder) **Seal/Stamp ofbidder**

Form 2

Financial Information (as per Audited Balance Sheets)

	2015-16	2016-17	2017-18
Annual Sales Turnover (in Crores)			
Net worth (in Crores)			
Other Relevant Information			

The copies of respective balance sheets are enclosed.

*It is confirmed that I am/we are the statutory auditors / Company Secretary of M/s _____

_____

< Statutory Auditor/ Company Secretary's Name 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

Form 3

Details of similar works during the last three years

The bidder must have successfully completed one of the following, covering thesupply of water proof folder , clip pads and water proof carry bag with logo, or similar itemsin last three financial years:

i. One Order costing not less than Rs. .... lakhs,or
ii. Two Orders each costing not less than Rs. ..... lakhs,or
iii. Three Orders each costing not less than Rs. ..... lakhs

The details are to be provided in followingformat:

S. No.	Name and address of the organisation, telephone/fax number of the officer concerned	Value of Contract (Rs.)	Duration of the contract	
			From (dd/mm/yy)	To (dd/mm/yy)
Details of the Project				
Nature of the work		Brief description of scope of work with supporting documents (if any)		
Staff Deployed				

Note: If any information provided by the bidder by way of self-certification or otherwise is found to be false, the bidder would be disqualified at anystage.

[Bidder's Name with seal]

Form 4

DETAILS OF BANK ACCOUNT

(RTGS/NEFT facility for receiving payments)

SLNo.	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 DCOresponsible.

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

SIGNATURE OF BIDDER/ Authorized representative

Form 5

Format to indicate no Blacklisting

(To be given on Company Letterhead)

In response to thee-TenderId_____dated_____forsupply of water proof folder , clip pads and water proof carry bag with logo,I/WeherebydeclarethatpresentlyourCompany/Firm _____is having unblemished record.

I/We further declare that presently our Company/firm_____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 BidSubmission.

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 becancelled.

Bidder's Name with seal]

Form 6

NON DISCLOSURE OF CONTRACT DOCUMENTS
(To be given on Company letterhead)

Except with the written consent of DCO, we M/s..... shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

(Authorized signatory of Company)

Form 7

Financial Bid Undertaking (on letterhead of the bidder)
(Proper format for financial bid)

UNDERTAKING

I submit the Financial Bid forsupply of water proof folder , clip pads and water proof carry bag with logo, as envisaged in the Tender document.

2. I have thoroughly examined and understood all the terms and conditions as contained in the Tender document, and agree to abide bythem.

3. I offer the price(s) as indicated in the Financial Bid inclusive of Warranty support and all applicabletaxes.

(Signature of the Bidder/ Authorized representative)

Form 8

BID Security Form

Whereas..... (hereinafter called 'the Bidder')has submitted its bid dated.....for supply of water proof folder , clip pads and water proof carry bag with logo(herein after called "theBid").

KNOWALLMENbythesepresentsWE.....of.....
.....

having our registered office at .....(herein after called "the Bank") are bound unto the Chief Executive Officer, Office of the ..... India (DCO) (herein after called "the DCO") in thesumof....fer which payment well and truly to bemade
to the said DCO, the Bank binds itself, its successors and assigns by thesepresents. THE CONDITIONS of this obligationare:

1. If the Bidder, withdraw or modify, its Bid during the period of validity specified by the Bidder on theBid Form;or

2. If the Bidder, having been notified of the acceptance of its bid by the DCO during the period of bidvalidity.

(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 toBidder;

We undertake to pay to the DCO up to the above amount upon receipt of its first written demand, without the DCO having to substantiate its demand, provided that in its demand the DCO 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 theBank)

.....
..... Name and designation of theofficer

.....
.....
..... Seal, name & address of the Bank and address of theBranch

Form 9

[To be filled in by the successful Bidder only]

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To
The President of India

WHEREAS .....(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated ..... forsupply of water proof folder , clip pads and water proof carry bag with logo, (herein after called "thecontract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial Bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS, we have agreed to give the supplier such a bank guarantee;

NOW, THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specifiedtherein.

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 ormodification.

This guarantee shall be valid until the ..... day of ....., 20.....

.....

(Signature of the authorized officer of theBank)

.....

..... Name and designation of theofficer

.....

.....

..... Seal, name & address of the Bank and address of theBranch

ANNEXURE-I

Tender Inviting Authority: Directorate of Census Operations, West Bengal							
Name of Work: ENUMERATOR'S AND SUPERVIOSR'S KIT ITEMS FOR THE FIRST PHASE OF CENSUS 2021							
Sl NO	Items	No of items to be supplied to Enumerators	Number of Kits	Units	Maximum rate per Kit (in Rs.) inclusive of all applicable taxes and transportaion cost)	rate in figures to be entered by the bidder per kit	Amount
1	Water Proof Carry Bag	1	205509	KITS	270		
2	Water Proof plastic Folder	3					
3	Writing Board with clip(A3 size)	1					
4	Ball point Pen (Not Gel Pen)	2					
5	Pencil	2					
6	Eraser	2					
7	Sharpener	1					
8	Coloured Chalk (In Box)	1					
9	Ink Pad	1					
10	Small marker pen	2					
		No of items to be supplied to Supervisor.	34324	KITS	125		
1	Water Proof Carry Bag	1					
2	Water Proof plastic Folder	1					
3	Writing Board with clip(A3 size)	1					
4	Ball point Pen (Not Gel Pen)	1					
5	Pencil	1					
6	Eraser	1					
7	Sharpener	1					
8	Small marker pen	1					
9	Plastic coated gem clip (in box	1					
	Total						

Signature of the Bidder with seal

ANNEXURE.II

Technical Specification of each items

Sl. No.	Name of the Items	Detailed Specification
	Non-woven Eco-friendly Water Proof Folder	Extra soft folder of suitable thickness with the following finished measurement / specification: (a) Upper sheet width -355 mm height x 480 mm (b) Lower sheet width -365 mm height x 480 mm (c) Flap sheet width - 110 mm height x 480 mm 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) **Clip:** 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 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). **Zip Pocket** – 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

LOCATION-WISE REQUIRED QUANTITY

Details in "LOCATION-WISE REQUIRED QUANTITY.xls" file.

ANNEXURE.IV

LOCATION/ADDRESS OF DELIVERY OF THE ITEMS

DIRECTORATE OF CENSUS OPERATIONS,
WEST BENGAL
(Government of India, Ministry of Home Affairs)
"Janaganana Bhawan, IB-199,Sector-III, Salt Lake, Kolkata-700106."

ANNEXURE-V



2021

SLOGAN: _____

_____