

GOVERNMENT OF INDIA
PLANNING COMMISSION
UNIQUE IDENTIFICATION AUTHORITY OF INDIA
(herein after referred as UIDAI)

TECHNO COMMERCIAL TENDER

PETTY CIVIL WORK (PLUMBER WORK INCLUDING ALL ACCESSORIES / RELATED ATTACHEMENTS / FIXTURES)
FOR UIDAI HQ OFFICE LOCATED AT 2nd Floor , TOWER-1 and 3rd FLOOR, TOWER-II, JEEVAN BHARTI BUILDING ,
NEW DELHI - 110001

TO BE SUBMITTED TO :

**ADG(Admin)
UIDAI,**

UIDAI :

UIDAI,
2nd Floor, Tower-1,
Jeevan Bharti Building,
Connaught Place,
New Delhi-110 001.
[acting through the Engineer-in-Charge]

BID SUBMITTED BY :

M/S _____
Address _____

UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Sealed tenders are invited by the Unique Identification Authority of India (UIDAI) New Delhi in the prescribed forms and as per following details:-

Description of work :

Petty Civil Work (Plumber Work including All Accessories / Related Attachment / Fixtures) consisting of maintenance of assets. The work covers but not limited to :-

- (a) Repairs
- (b) Preventative Maintenance.
- (c) Minor Modifications.
- (d) Extension / Alteration / Addition.
- (e) Removal.
- (f) Restoration / Finishing in respect of all plumbing work including all accessories and related attachments / fixtures.

Place of work: 2nd Floor, Tower-I and 3rd Floor, Tower-II, Jeevan Bharti Building, Connaught Place, N. Delhi.

Period of Tender:- 11 months from the date of award of contract.

Pre-requisite experience: The tenderer should have carried out similar work for Central / State Government / PSU / Autonomous body controlled by the Central Govt. for 3 (three) works. Stipulated proof required.

Earnest money: Rs. 4,000/- (Rs. Four Thousand Only) through Demand Draft / Banker Cheque in favor of "PAO, UIDAI, New Delhi" payable at New Delhi.

Tender for availability: The tender document shall be available for a sum of Rs. 500/- (non-refundable) payable through Demand Draft / Banker Cheque in favor of "**PAO, UIDAI, New Delhi**" payable at New Delhi from 20th September, 2011 on all working day during office hours between 1000 hrs to 1600 hrs. at the Admin. Section, 2nd Floor, Tower-I, Jeevan Bharti Building, Connaught Place, New Delhi.

b) The same can also be downloaded from the UIDAI website <http://uidai.gov.in>

c) Such downloaded tender shall be accompanied by a demand draft / bankers cheque of Rs.500/- (non-refundable) in favour of "**PAO, UIDAI, New Delhi**", payable at New Delhi.

Date of submission of tender: The last date for submission of tenders shall be upto 1430 hrs. of 14th October, 2011. To be dropped into the tender box.

Place of submission of tender: The tender box placed in the Lobby of UIDAI Headquarter office, 2nd Floor, Tower-I, Jeevan Bharti Building, Connaught Place, New Delhi.

Date of opening of tenders: At 1500 hrs of 14th October, 2011 in the conference hall at UIDAI Headquarter Office, 3rd Floor, Tower-II, Jeevan Bharti Building, Connaught Place, New Delhi.

It must be noted that unsealed tenders and / or tenders not accompanied by EMD and / or Rs. 500/- for downloaded tender shall be rejected. The tender should be submitted in a sealed envelope which shall clearly state the subject mentioned herein in bold capital letters in dark ink. The UIDAI reserves the right to reject or accept any tender without assigning any reason and UIDAI's decision in all such matters shall be final and binding on all tenderers. The tender is not transferable.

Yours faithfully,

For & on behalf of UIDAI

Sd/-

[**RAJAN SAKSENA**]

General Conditions and Instructions to Bidders.

1.1 Invitation to tender

1.1 The Unique Identification Authority of India (UIDAI) is seeking contractor to carry out the Petty Civil Work (Plumber Work including All Accessories / Related Attachment / Fixtures) **for 2nd Floor, Tower-1 and 3rd Floor, Tower-II, Jeevan Bharti Building, Connaught Place, New Delhi-110 001 for UIDAI Headquarters Building** for a period of 11 months from the date of award of Contract. This tender document presents a background, objectives and Scope of Work (SoW) to be accomplished by the firm contracted.

1.2 The tenderers are requested to visit the UIDAI website - **uidai.gov.in as well as the site of work.**

2 Schedule for invitation to tender

2.1 Sale of Tenders

2.1.1 The tenders can be obtained after paying the sum of Rs.500/- in the form of a Bank Draft / Bankers Cheque payable to "**PAO, UIDAI, NEW DELHI**", payable at **New Delhi**, from the Headquarter office of Unique Identification Authority of India. The address is given below:-

**Unique Identification Authority of India,
2nd Floor, Tower I, Jeevan Bharati Building,
Connaught Circus, New Delhi 110001**

2.1.2 The tender can also be downloaded from the UIDAI website uidai.gov.in after clicking on the link "**Tenders**". Such tenders should deposit a bank draft / bankers cheque of Rs.500/- payable to "**PAO, UIDAI, NEW DELHI**", payable at **New Delhi** at the time of tender opening, failing which such tender shall not be opened.

2.2 Address at which tenders are to be submitted is given below. The tender should be dropped into the Tender Box before the opening of the Tender Box is sealed. Tenders submitted otherwise shall not be entertained.

**VENUE:- Tender Box shall be placed in the Lobby of UIDAI Headquarter office,
2nd Floor, Tower I, Jeevan Bharati Building,
Connaught Circus, New Delhi 110001.**

DEADLINE:- The opening for dropping tenders into the Tender Box will be sealed at 1430 Hrs. on dated 14 October, 2011.

2.3 Important dates:

S.No.	Activity	Date
1.	Last date of submission of Tender	14 th October, 2011 by 1430 hrs
2.	Date of opening of Tender	14 th October, 2011
3.	Time of Opening of Tender	1500 hrs
4	Place of Opening of Tender	Conference Hall, UIDAI Hqrs. 3rd Floor, Tower-II, Jeevan Bharti Building, Connought Place, New Delhi-110 001.

3 Instructions to bidders

- 3.1 The firms shall have to submit their bids in two components: (1) earnest money and (2) Tender itself.
- 3.2 The two components should be contained in two separate envelopes described below. These two envelopes must be contained in one large envelope marked as **“Tender for Petty Civil Work (Plumber Work including all accessories /related attachments / fixtures) for UIDAI HQ Office located at 2nd Floor, Tower-1 and 3rd Floor, Tower-II, Jeevan Bharti Building, Connaught Place, New Delhi-110 001”** This must be written in bold capital letters on the TOP-CENTRE of the large envelope.
- 3.2.1 Envelope 'A' marked **"EARNEST MONEY"**, super-scribed in bold capital letters on top center of the envelope. This should contain the demand draft / bankers cheque of Rs. 4,000/- (Rs. Four Thousand Only). Also the bank draft / bankers cheque of Rs. 500/- must be placed in his envelop, if the tender document has been downloaded.
- 3.2.2 Envelope 'B' marked **"Tender for Petty Civil Work (Plumber Work including all accessories /related attachments / fixtures) for UIDAI HQ Office located at 2nd & 9th Floor, Tower-1 and 3rd Floor, Tower-II, Jeevan Bharti Building, Connaught Place, New Delhi-110 001"**. This should be super-scribed in bold capital letters on top center of the envelope.
- Note: ***Both the envelopes A & B should be placed in a single large envelope and this large envelope should be sealed and dropped into the tender box as stipulated.***
- 3.3 Bids received after the due date and time, or without necessary bank draft / bankers cheque and documents, will be summarily rejected.
- 3.4 The tenders will be opened on **14th October, 2011** at **1500 hrs** hrs in the Conference Hall at the UIDAI's H.Q. office at New Delhi. Firms may send one person on their behalf to be present when the tenders are being opened. He is required to sign the Tender Opening Register.
- 3.5 Bids will be evaluated, and contract shall be awarded to the lowest eligible and acceptable renderer.
- 3.6 Firms may contact Mr. Rajan Saksena, ADG (Admn.) on 01123356057 Mobile No.098188 37722 for any clarifications/assistance.

4. DEFINITIONS

- a). The 'contract' means document forming the tender and acceptance thereof and the formal agreement executed between the Unique Identification authority of India and the contractor together with the documents referred to therein including these conditions, specifications, design, drawings & instructions issued from time to time by Engineer-in-Charge and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another.
- b). In the contract, the following expressions shall, unless the content otherwise requires have the meanings hereby respectively assigned to them.
- i). WORK – The expressions 'Work' shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- ii). SITE – The 'Site' shall mean 2nd Floor , Tower-I and 3rd Floor, Tower-II, Jeevan Bharti Building , Connaught Place, New Delhi – 110001.

- iii). UIDAI - UIDAI shall mean the Unique Identification authority of India, an attached office of the Planning Commission, Govt. of India having its H.Q office at 3rd Floor, Tower-II, Jeevan Bharti Building, Connaught Place, New Delhi acting through the Engineer-in-Charge.
- iv). Engineer-in-Charge - The 'Engineer-in-Charge' or Engineer means the ADG(Admin) authorised by UIDAI who shall sign the contract on behalf of the UIDAI.
- v). Contractor -The contractor shall mean the successful tenderer who is awarded the contract to perform the work covered by these tender documents and shall include the contractor's personal representatives, successors, executors, administrators and will be referred to as if of masculine gender and singular number through the tender documents.
- vi). Tenderer -The 'tenderer' means a party or parties submitting an offer for the work covered by the tender documents.
- vi). MANUFACTURER – The term 'Manufacturer' used here in refers to a party proposing to design and/or manufacturer of the equipments and material as specified complete or in part.
- vii). LETTER OF INTENT/ORDER TO COMMENCE WORK – Letter of intent shall mean the letter from Engineer-in-Charge conveying his acceptance of the tender and order to commence the work subject to such reservations as may have been stated therein. **This is also the letter of acceptance**
- viii). PLANT EQUIPMENT STORES – Plant Equipment shall mean and include Plant and material to be provided by the contractor and work to be done by contractor under the contract.
- ix). When the word 'approved' , 'subject to approval' , 'satisfactory' , 'Directed' , 'when directed' , 'determined by' , 'accepted' , 'permitted', are used the approval, judgment, direction etc. is understood to be function of the Engineer-in-Charge and shall have the same effect as performed by Engineer-in-Charge.
- x). **Inspecting Authority** shall mean any person(s) authorized by the UIDAI from time to time and case to case.

5. DOCUMENTS COMPRISING THE TENDER

- (a) Earnest money will be submitted in the shape of Demand Draft/Banker's Cheque in favor of "**PAO, UIDAI, New Delhi**", payable at New Delhi. Any tender without deposit of EMD shall not be considered
- (b) The tender shall be liable to pay on his own all the taxes, duties, cess, octroi, levies, other charges etc to the concerned authorities and UIDAI shall not be made liable to pay any such amount on any account whatsoever under this contract. It follows that the tenderer shall quote all inclusive prices in the tender submit by him.
- (c) Copy of certificate from agency certifying that bidder should not be under liquidation, court receivership or similar proceeding.
- (d) Copy of Partnership deed, duly registered /Registration deed under company Act/Affidavit of Sole Proprietorship etc. as the case may be should be furnished.

6. **FORMAT AND SIGNING OF TENDERS**

- 5.1 If the tender is submitted by a proprietary firm it shall be signed by the proprietor above his full name and the full name of his firm with its current address of the registered office.

- 5.2 If the tender is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the tender.
- 5.3 In case of partnership, the Power of Attorney in favour of partner signing the tender issued by the other partners.
- 5.4 All amendments/corrections shall be initialed by the person or persons submitting the tender.
- 5.5 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.
- 5.6 Tender must ensure that each and every page of the tender document must be signed by tenderer in token of his having read the contents of each page of the tender document.

7. TENDER OPENING AND EVALUATION

TENDER OPENING

- 6.1 The tender will be opened on the scheduled date & time as mentioned in tender document. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any Tenderer who has not complied with one or more of the foregoing instructions may not be considered.

8. UIDAI RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS.

UIDAI reserves the right to accept or reject any tender, and to annul the tender process and reject all tenders, at any time prior to award of contract.

9. Availability of Tender Documents:

10. Successful tenderer whose tender is accepted will be required to execute an agreement on a non judicial stamp paper of Rs.100.00 (to be furnished by the successful tenderer) within fifteen days of the issue of the written order to start the work with the UIDAI. No payment shall be paid for such papers.
11. The successful tenderer shall furnish to the employer a performance guarantee as detailed herein after.
12. In the event of failure of the tenderer to sign the contract documents (contract agreement) and / or submit the performance guarantee within a period of 7 days from the date of issue of Letter of Acceptance, a penalty of 1% (one percent) per day of delay of the value of the performance guarantee shall be levied upto a maximum of 10% of the value of the performance guarantee unless the period is extended by mutual agreement.
13. Canvassing in any form in connection with tenders is strictly prohibited and the tender submitted by the contractor who resort to canvassing shall be liable for rejection.
14. The acceptance of the tender shall rest with the UIDAI who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received without assigning any reason. Further, UIDAI reserves the right to accept the whole or any part of the tender and tenderer shall be bound to perform the same at the rates quoted. All the tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect shall be liable to be rejected.
15. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking the instructions from Engineer-in-Charge shall be communicated to the Engineer-in-Charge or his authorized representative. Their working mobile number (s) must also be communicated in respect of such person (s).

16. This is a item rate tender if any tender is found containing rates percentage below / above, it will be summarily rejected.
17. The contractor shall not be permitted to tender for work in case his near relative is posted as an officer of the rank of Junior Engineer or equivalent and above in any capacity in the Civil deptt., concerned Finance & Accounts Deptt. and Administration Deptt. of Unique Identification authority of India Contractor shall also intimate the name of persons who are working with him in any capacity or subsequently employed by him and who are near relatives to any officer in the Unique Identification authority of India
18. Tenders for the work shall remain open for acceptance for a period of **90 days (Ninty Days)**, from the date of Tender opening.
19. The Tenderer or his authorised representative may be present on the time of tender opening and sign the tender opening register
20. No two or more concerns in which an individual is interested as proprietor and/or partner shall tender for the execution of the same work. If they do so, all such tenders (both or more) shall be summarily rejected.
21. Unsealed, unsigned tenders shall be rejected summarily.
22. UIDAI reserves the right to reject any or all bids without assigning any reason.
23. Before submitting their bid proposals, bidders shall carefully examine the site of the work to familiarise themselves with the site conditions which exist regarding present work to be executed, materials to be matched, precautions required, working space available and other conditions necessary to the making of the intelligent bids.

24. EARNEST MONEY

- a) Earnest money of Rs. Rs. 4,000/- (Rs. Four Thousand Only)to the extent specified must be deposited by the tenderer in the form of demand draft/ pay order issued by a scheduled bank or State Bank of India, in favour of "PAO, Unique Identification authority of India, New Delhi" and payable at New Delhi to be deposited. No other mode of deposit of earnest money except as specified above will be considered by the UIDAI.
- b) i) Earnest money of all the unsuccessful tenderers will be refunded within 1 month after opening of the tender.
- ii) If the successful tenderer withdraws his tender with in validity period of makes any modification in terms and conditions of tender which are not acceptable to the UIDAI, the UIDAI shall without prejudice to any other right or remedy, be at liberty to forfeit the entire amount of the EMD.
- iii) In case the contractor fails to commence the work specified in the tender documents on 3rd day or such time period as mentioned in letter of award after date on which the Engineer-in- Charge issues written orders to commence the work or from the date of handing over of site whichever is later, the UIDAI shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the earnest money absolutely.

25. PERFORMANCE GUARANTEE

- i) The contractor shall submit an irrevocable Performance Guarantee of 05% (Five percent) of the awarded amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and / or without prejudice to any other provisions in the contract) within 7 days from the date of issue of Letter of Acceptance failing which a penalty of 1% (one percent) per day of the value of the performance guarantee shall be levied upto a maximum of 10% of the value of the performance guarantee. This period can be further extended by the Engineer-in-Charge on written request of the contractor stating the reason for delays in procuring the Bank Guarantee to the satisfaction of the Engineer-in-Charge. This Guarantee shall be in the form of Guarantee bond of any scheduled bank or

the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Schedule Bank is furnished by the contractor to the Government as part of the performance guarantee and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the UIDAI to make good the deficit.

- ii) The performance Guarantee shall be initially valid to the stipulated date of completion plus 60 days beyond that . In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. **After recording of the completion certificate for the work by the competent authority, the performance Guarantee shall be returned to the contractor, without any interest.**
- iii) The Engineer-in-Charge shall not make a claim under the performance Guarantee except for amounts to which the UIDAI is entitled under the contract (not withstanding and / or without prejudice to any provisions in the contract agreement) in the event of :
 - a) Failure by the contractor to extend the validity of the performance Guarantee as described here in above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - b) Failure by the contractor to pay UIDAI any amount due, either as agreed by the contractor or determined under any of the clauses/ conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in Charge.
 - b) In the event of the contract being determined or rescinded under provision of any of the clause/ condition of the agreement, the performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of UIDAI.

27. Cancellation/Rescission of contract in full or in part.

The Engineer-in-Charge may without prejudice to any other right or remedy against the contractor in respect of any delay, inferior workmanship any claims or remedy for damages and/or any other provision of this contract or otherwise and whether the date of completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases:

- i) If the contractor, having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkmanship like manner, shall delay or suspend the execution of the work so that either in the judgment of the Engineer-in-Charge(which shall be final and binding) he will be unable to secure completion of the work by the date of completion or he has already failed to complete the work by that date.
- ii) If the contractor being a company shall pass a resolution or the court shall make the order that the company shall be wound up or if a receiver or a manager on behalf of a creditor, shall be appointed or if circumstances shall arise which entitle the court to make a winding up order.
- iii) If the contractor commits breach of any of the terms and conditions of this contract.

When the contractor has made himself liable for action under any of the case aforesaid, the UIDAI shall have powers to rescind the contract in whole or in part.

SCOPE OF WORK AND ELIGIBILITY CRITERIA FOR BIDDERS

1. Scope of Work

Petty Civil Work (Plumber Work including All Accessories / Related Attachment / Fixtures) consisting of maintenance of assets. The work covers but not limited to :-

- (a) Repairs
- (b) Preventative Maintenance.
- (c) Minor Modifications.
- (d) Extension / Alteration / Addition.
- (e) Removal.
- (f) Restoration / Finishing in respect of all plumbing work including all accessories and related attachments / fixtures.

1.2 Eligibility Criteria for Bidders

Tenderer should have carried out similar work for Central /State Government / PSU / Autonomous Body Controlled by Central Govt. for 3 (three) works each in the past 5 years . The tenderer must submit alongwith the tender Written proof of having carried out Maintenance (not constructive work) of similar nature in Central Government / State Government / PSU / Autonomous Bodies. Documents submitted in support of experiment must be signed by an officer of Gazetted Rank (minimum).

Definition of Similar work:-

Similar work means work comprising of:-

- (a) Repairs
- (b) Preventative Maintenance.
- (c) Minor Modifications.
- (d) Extension / Alteration / Addition.
- (e) Removal.
- (f) Restoration / Finishing in respect of all plumbing work including all accessories and related attachments / fixtures.

UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ITEM RATE TENDER FOR WORKS

I/We tender for the execution of work specified for Unique Identification authority of India of the work specified in the under written memorandum within the time specified in such memorandum at the rates specified in schedule of items of tender and in accordance with the specifications, design, drawings, instructions in writing and conditions of contract in all respect so far as applicable.

MEMORANDUM:

- a) General description of work : “PETTY CIVIL WORK (PLUMBER WORK INCLUDING ALL ACCESSORIES / RELATED ATTACHEMENTS / FIXTURES) FOR UIDAI HQ OFFICE LOCATED AT 2nd Floor , TOWER-1 and 3rd FLOOR, TOWER-II, JEEVAN BHARTI BUILDING , NEW DELHI – 110001” per the scope of work and specifications
- b) Earnest money Rs. 4,000/- (Rs. Four Thousand Only)
- c) Performance Guarantee 5% of the tendered amount.

Should this tender be accepted in whole or in part, I/We hereby agree (i) to abide by and fulfill all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in the notice inviting tenders, and/or in default thereof to forfeit and pay the Unique Identification authority of India or its successors the sum of money mentioned in the said conditions. Bank Draft / Bankers Cheque amounting to Rs. **4,000/-** is enclosed as earnest money. If I/We fail to commence the work specified in the above memorandum within next 3rd day after the date of the Letter of Acceptance or from the date of handing over of site whichever is later, I/We agree that the said Unique Identification authority of India or successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, otherwise the said earnest money shall be retained by Unique Identification authority of India towards security deposit. Also, I/We hereby agree to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein.

Dated, the _____ day of 2011

* SIGNATURE OF THE CONTRACTOR

* Signature of Contractor before submission of tender.

STANDARD CONDITIONS

CLAUSE –1 : SUBMISSION OF BILLS

The contractor shall submit all bills at the office of the Engineer-in-Charge and charges in the bills always be entered at the rates specified in the tender, unit price list or in the case of any extra work ordered in the pursuance of those conditions and not mentioned or provided for in the tender at the rates there after provided for such work. The rates, unit of measurement etc. must be the same as provides in the tender schedule.

CLAUSE – 2 : PAYMENT ON CONTRACTOR'S BILLS BY UNIQUE IDENTIFICATION AUTHORITY OF INDIA

1. Payment due to the contractor shall be authorised by the Engineer-in-Charge and shall be paid by ECS, for which contractor shall have to submit his valid bank account number & IFS No bank name and PAN number. Cheque payment may be made as an exception only in case of genuine and compelling reasons.
2. Every receipt for money which may become payable or for any security deposit which may become transferred to the contractor under these conditions shall not withstanding anything to the contrary contained in the partnership deed if signed in the name of partner by any one of the partners of a contractor/firm, be a good and sufficient discharge, to the UIDAI in respect of the moneys or security purported to be acknowledged thereby; and in the event of death of any of the contractor/partner during the pendency of contract it is hereby expressly agreed that every receipt by any of the surviving contractor of partners shall, if so signed as aforesaid be good and valid discharge as aforesaid, provided that nothing in this clause shall be deemed to prejudice or effect any claim which the UIDAI may thereafter have against the legal representative of any deceased contractor/partner or in respect of any breach of any of the conditions of the contract and provided also that nothing in this clause shall be deemed to prejudice or effect the respective rights or obligations of the contractor/partner and of the legal representative of any deceased contractor/partner inter-se.

CLAUSE –3 : EMPLOYMENT OF TECHNICAL STAFF

The contractor shall employ adequate full time technical staff and qualified Carpenter during the execution of the work. He shall furnish a list of such staff together with their qualification and experience for approval of the Engineer prior to employing them at the site of works.

The decision of Engineer-in-Charge regarding actual employment of technical staff will, however, be final and binding on the contractor.

CLAUSE –4 : TAXES

Sales tax/ Delhi Value Added Tax Act 2005/ Service Tax or any other tax on materials in respect of this contract shall be payable by the contractor and the Unique Identification authority of India shall not entertain any claim whatsoever in any respect.

CLAUSE –5 :

If pursuant to or under any law, notification or order any royalty, building and other construction workers and building under the construction workers welfare cess, cess fee or the like becomes payable by the Unique Identification authority of India and does not any time become payable by the contractor, to the State Government, local authorities in respect of any material used by the contractor in the works then in such case, it shall be lawful to the Unique Identification authority of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from the dues of the contractor.

CLAUSE – 6 : PERMITS FEE AND TAXES

The contractor shall also include in his tender price all taxes properly applicable to his operation. The contractor shall obtain and pay for all permits, licenses or other privileges necessary to complete the work, certificates of which shall be delivered to the Engineer-in-Charge and will become property of the UIDAI except the import licenses for imported

materials required and permits of controlled items will be obtained by Engineer in charge, the registration for which should be furnished to the Engineer in charge well in advance.

CLAUSE – 7 : TERMINATION OF THE CONTRACT UNDER CERTAIN CIRCUMSTANCES

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer shall have the option of terminating the contract without compensation to the contractor.

CLAUSE – 8 : CONDITIONS DISQUALIFYING CONTRACTORS

The contractor shall not be permitted to tender for works in case his near relative is posted as officer of the UIDAI, he shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him and who are near relative to any officer in the Unique Identification authority of India

Any breach of this Clause by the contractor would render him liable to be removed from the list of contractor of the Unique Identification authority of India and his work may be terminated without any compensation whatsoever.

NOTE: BY THE TERM “NEAR RELATIVE” IS MEANT, WIFE, HUSBAND, PARENTS, GRANDPARENTS, CHILDREN AND GRAND CHILDREN, BROTHER, SISTER, UNCLE, AUNT AND COUSINS AND THEIR CORRESPONDING IN-LAWS.

CLAUSE – 9 :

No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in an Engineering Deptt. of the Govt. of India is allowed to work as a contractor for a period of two years after his retirement from Govt. Service without the prior permission of Government of India. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Govt. of India as aforesaid, before submission of the tender or engagement in the contractor's of service, as the case may be.

CLAUSE – 10 : GUARANTEE AND PENALTIES : GUARANTEES :

- a) The contractor shall guarantee that the material; and workmanship are the best of their respective kinds for the services intended and all items will be free from defects.
- b) If after installation and trial operation, any equipment or materials shall fail in any respect to meet the above guarantee, the contractor, at his own cost expenses and without expenses to the UIDAI shall replace such work in a condition which will meet above guarantee.
- c) Guarantee, as required shall be furnished by the Contractor upon form approved by the Engineer-in-Charge and shall be signed by the contractor whose work is involved.
- d) These specifications assume a proper degree of skill upon the part of all contractors and workmen employed. The contractor shall consult with the Engineer in charge, whenever, in his judgment, variation in the work of construction or in the qualifying material would be beneficial or necessary to fulfill the guarantees called for, such variation may be made by the contractor only when authorized by the Engineer in charge in writing.
- e) The contractor shall provide guarantee to remove any defects at his own cost in his work due to faulty materials or workmanship or both, and the contractor shall remove defects within a reasonable period of time.

CLAUSE – 11 : PERIOD OF GUARANTEE

The period of the general guarantee on all construction work will be one year for this work starting from the date of acceptance of the complete work of the contractor by the Engineer in charge. However, should any defect arise in any work within this time the required period of guarantee for that individual item only will further increased to one year for this work starting from the formal acceptance date by the Engineer-in-Charge following the remedy of the defects by the contractor.

CLAUSE – 12 : CONTRACTOR TO PRESERVE PEACE

The contractor shall at all times during the progress of work take all requisite precautions and use his best behaviour to prevent any riotous or unlawful behaviour by or amongst their workmen and other employed in the works and for the preservation of peace and protection of the inhabitants and the security of the property in the neighborhood of works. He shall also pay the charges of social peace, if any, that may be deployed for maintenance of peace and allow and order at the discretion of the Engineer-in-Charge.

CLAUSE – 13 : COOPERATION WITH OTHER CONTRACTORS

- a) The Unique Identification authority of India reserves the right to let other contractor to carry out his site activities on same site. The contractor shall offer other contractors reasonable opportunity for the transportation and storage of their materials and the execution of their work and shall properly connect and coordinate his work with their's.
- b) If any part of the contractor's work depends upon the proper execution and results of the work of any other contractor, he shall inspect and promptly report in writing to the Engineer the defects in such work that may render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other contractor work fit and proper for the reception of this work, except as to defects which may develop in the other contractor work after the proper execution of his work.
- c) To ensure the proper execution of this subsequent work the contractor shall get the work measured already carried out and shall at once report to the Engineer any discrepancy between the executed work and the drawings.

CLAUSE -14

The work as a whole or any part thereof shall be carried out by the contractor. No part of the work or the work as a whole back to back basis shall be further tendered / sub contracted. No exception shall be made to any contractor or any ground whatsoever in view of the tight deadline for completion.

SPECIAL CONDITIONS AND EXPLANATORY NOTES

1. **Payment terms:-**

- a) No advance payment will be paid by this office. However, bill will be raised by the Agency on completion of the Calander month and payment will be made thereafter due verification.
- b) No payment shall be made to the contractor for idle man power, tools, plants & machinery for any reason whatsoever. The contractor is required to take all possible steps to avoid/mitigate his losses under such circumstances.
- c) The contractor shall quote all inclusive prices. No price variation clause shall be imported into the contract-as such or under any other term abbreviation, phrase etc. impliedly or expressly having the insidious effect of price variation. All prices quoted by the contractor shall remain firm.
- d) The liability of the UIDAI will be limited to lumsump payment to be made to the agency providing the services.
- e) The major materials that may be required for repair and maintenance, if any, used in discharge of the contract liability, will be provided by the UIDAI. However, minor consumable materials viz. sealants, adhesives and lubricants used commonly on day to day basis for repair and maintenance must be supplied by the agency within scope of work of this contract and within the contract value.

Note:- a) *All payments are subject to completion of pre-requisite formalities and procedures like signing of agreement, furnishing of security deposit, furnishing of performance guarantee, verification of legal documents if any, proper recording and approvals in the measurement book preparation of bills and other approvals etc.*

b) *No work, not covered by the contract, shall be executed and paid for unless written and express prior approval / instruction is issued with reference to this contract by the engineer-in-charge.*

c) *No payment shall be made to the contractor for idle man power, tools, plants & machinery for any reason whatsoever. The contractor is required to take all possible steps to avoid/mitigate his losses under such circumstances.*

d) *The contractor shall quote all inclusive price. No price variation clause shall be imported into the contract-as such or under any other term abbreviation, phrase etc. impliedly or expressly having the insidious effect of price variation. All prices quoted by the contractor shall remain firm.*

2. **Execution of work:-**

- a) The work shall be executed at site after taking into account all the rules & regulations and constraints imposed by the LIC (Owners of the Building and Consortium of Tenants), and local authorities. The contractor shall indemnify UIDAI against any violations and discharge all liabilities and responsibilities arising therefrom. The contractor should familiarize himself with the site before hand and plan the execution of work accordingly. He must also take into consideration the neighborhood and area where the site is located.
- b) All activity that creates a loud noise should be carried out outside office hours so as to avoid complaints from the adjoining tenants of the building.
- c) The contractor shall ensure that no material pending execution at site or disposal shall be kept at a location other than that authorized by the UIDAI in writing.

- d) If any instruction is issued for removal of material, the same should be complied within 12 hours from the time of intimation to the contractor.
- e) The work may require to be carried out in a single 8 hours shift, decided by the engineer-in-charge. Should the need arise, work can be done round the clock to meet the deadlines. Manpower shall not be repeated in shift unless permitted by UIDAI in part or whole. Instructions given by the UIDAI in this matter shall be binding.
- f) All necessary work shall be done / redone by the contractor to facilitate such partial uses of the premises during the progress of work.
- h) **Deviations:** Prior permission of Engineer-in-Charge in writing before executing deviated quantities of work. Permitted upto 25% of the tendered amount at tendered and accepted rates and beyond that at rates mutually agreed upon.

3. Serviceable released material:-

Serviceable released material shall be deposited with the UIDAI and the details thereof be placed on records all unserviceable should be disposed off by the contractor without dumping the same in the premises. No payment shall be made for removal of unserviceable material.

4. Tools, plants & machinery :-

The contractor shall arrange to bring in his own tools, plants and machinery and instrumentations etc. at his own cost. Decision of Engineer-in-Charge regarding the use thereof shall be binding. No additional payment whatsoever shall be made on this account by Engineer-in-Charge.

5. Safe custody of material, samples & transportation:-

- a) The contractor shall make his own arrangement for the safe custody of material brought at the site as well as keep watch & ward over the entire site. **No separate watch & ward charges shall be paid on any account whatsoever.**
- b) Should the need arise the contractor may be required to submit sample of any particular material / device / consumable etc. This shall be done by the contractor at his own cost. No separate charges shall be paid.
- c) The contractor must familiarize himself with the regulations in the neighborhood and Connought Place area and plan accordingly. Traffic restrictions etc. shall not be entertained as any ground for delay in execution.

6. Communication and contact person:-

- a) The contractor must have non-residential regular office in Delhi having a valid address. In case of firm is having their registered office outside Delhi, the address of the local office in Delhi would suffice. Landline and / or mobile numbers to be communicated to Engineer-in-Charge.
- b) At least one person having required skill must be available on all working days ½ hour prior to commencement of office hours (presently 0900 hrs) and be available upto 1630 hrs. If need be, he would be required to be present earlier or stay later after office hours. No Overtime shall be payable by UIDAI, only compensatory rest can be given at the discretion of UIDAI.

7. The specifications governing the execution of contract shall be mentioned in the contract document itself. If it is found that there is any missing / unclear specification then the specification shall be decided by the Engineer-in-Charge and thus decision shall be final and binding upon the contractor.

8. The contractor must familiarize and study the site conditions before hand. He must take all necessary measurement. All approvals for design and drawings purpose, make of materials, method of construction/eriction, testing, commissioning must be first decided in consultation with the Architect and UIDAI and approval be taken from Engineer-in-Charge before starting the execution.

9. No typographical error shall be construed in favour of the contractor. The interpretation and decision taken by Engineer-in-Charge shall be final and binding upon the contractor.
10. **Where the provisions of this tender document fall short or are not express and where and when considered necessary by the UIDAI, the contents of the CPWD Codes and CPWD Works Manual 2010 shall be imported into this contract in whole or in part (s) as decided by the UIDAI, but not if it is repugnant to the context and / or any provisions / proviso in the special conditions of this tender context and not expressly provided. The decision of the UIDAI shall be final and binding upon the contractor.**
- 11 Approval on all matters shall be given by the UIDAI.

FORM OF PERFORMANCE SECURITY (GUARANTEE) BANK GUARANTEE BOND

In consideration of the UIDAI, (hereinafter called "UIDAI") having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter call "the said Contractor") for the work to production of a irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, _____ (hereinafter referred to as "the Bank" hereby undertake to pay to
(indicate the name of the Bank).
the UIDAI an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the UIDAI.
2. We, _____ do hereby undertake to pay the amounts due and payable
(indicate the name of the Bank).
under this guarantee without any demure, merely on a demand from the UIDAI stating that the amount claimed as required to meet the recoveries due or likely to be due from that the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
3. We, the said bank further undertake to pay the UIDAI any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and equivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We, _____ further agree that the guarantee herein contained shall remain in
(indicate the name of the Bank).
full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the UIDAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the UIDAI certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, _____ further agree with the UIDAI that the UIDAI shall have the fullest
(indicate the name of the Bank).
liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the UIDAI against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the UIDAI or any indulgence by the UIDAI to the said Contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, _____ lastly undertake not to revoke this guarantee except with the previous
(indicate the name of the Bank).
consent of the government in writing.
8. This guarantee shall be valid upto _____ unless extended on demand by the UIDAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claims in writing is lodged with us within six months of the date

of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the _____ day of _____ for _____ indicate the name of the Bank.

Signature of
Authorized Official of the Bank
Signature of the witness
.....
Name of Official
Designation
Name of the Witness
.....
Stamp/Seal
of the Bank
Address of the Witness
.....

PROFORMA FOR SUBMISSION OF FINANCIAL BID

S. No.	Description of Jobs/Items	Amount (Per Month) (All inclusive)
01	PETTY CIVIL WORK (PLUMBER WORK INCLUDING ALL ACCESSORIES / RELATED ATTACHEMENTS / FIXTURES) FOR UIDAI HQ OFFICE LOCATED AT 2 nd Floor , TOWER-1 and 3 rd FLOOR, TOWER-II, JEEVAN BHARTI BUILDING , NEW DELHI - 110001	

Office Stamp

Signature of Bidder

DECLARATION

I have studied the contents of all the proceeding 19 pages of this tender document carefully. I have signed each page of this document in token thereof.

There is no deviation, counter after and / or conditional offer. If anything express or implied is found in the tender the same shall be treated as null and void.

Signature of the Contractor

Office Seal