Online-BID DOCUMENT for

<u>Hiring of Vehicles (Monthly, Daily/Outstation and Monthly 24x7 basis) for</u> <u>REGIONAL OFFICE and TECHNOLOGY CENTRE, UIDAI, BENGALURU</u>.

File No. UIDAI/ROB/BID/2021/

UNIQUE IDENTIFICATION AUTHORITY OF INDIA (UIDAI) Ministry of Electronics & Information Technology (Meity) GOVERNMENT OF INDIA

REGIONAL OFFICE, UIDAI, BANGALORE

3^{rd.} FLOOR, SOUTH WING, KHANIJA BHAVAN, No.49, RACE COURSE ROAD, BANGALORE-560001.

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ASHOK LENIN/ अशोक लेनिन DEPUTY DIRECTOR/उप निदेशक UIDAI RO/आर.ओ.,य.ू ई.डी.ए.आई. BENGALURU/बेंगलुरु

Section-I-Invitation to Bid

This invitation to online bid is for "Hiring of Vehicles (Monthly, Daily/Outstation & Monthly 24x7 basis) for REGIONAL OFFICE and TECHNOLOGY CENTRE, UIDAI, BENGALURU from reputed experienced & financially sound firms/agencies to provide commercial taxi service in the quantity at the address given below.

Sl.	Name of the office &	Vehicles Required	Vehicles Required	Vehicles
No	Address	under	under	Required under
		"Package-I"	"Package-II"	"Package- III"
1	Regional Office, UIDAI,	One Vehicle on	Four Vehicles on	/
	3 rd Floor,SouthWing,	Monthly basis and also	Monthly basis and	
	Khanija Bhavan,	as per requirement on	also as per	
		Daily & Outstation	Requirement on	
	Bangalore-560001	Basis)	Daily & Outstation	
			Basis)	
2	Tech. Centre, UIDAI,	One Vehicle on	Four Vehicles on	Three Vehicles
	Aadhaar Building, C A site	Monthly basis and	Monthly basis and	on Monthly(24x7)
	No.1, NTI Layout, Rajiv	also as per requirement	also as per	in different
	Gandhi Nagar, 3 ^{rd.} Stage,	on Daily & Outstation	requirement on Daily	segments
	Kodigehalli, Tatanagar,	Basis)	& Outstation Basis)	
	Bengaluru-560 092.			

Regional Office, UIDAI, Bangalore will award the contract to the successful bidder for providing the services. The contract will be initially for a period of one year from the date of awarding of the contract which may be extended further for a period of one year depending upon the requirement and administrative convenience of UIDAI. The Schedule of Vehicle Requirement includes **Package-I**: 02 (**Two**) vehicles of "**C-Segment" Engine from 1490 CC to 1800 CC** (Skoda- Rapid/Volkswagen-Vento/Honda City or equivalent), **Package-II**:8(Eight)vehicles of "**B-Segment" Engine from 1190CC to 1290CC"** (Maruti-Swift Dzire/Fiat-Punto EVO/Tata-Manza/Tata-Zestor/equivalent) under Monthly, Daily and outstation options and **Package -III**: 3 (**Three**) vehicles of different segments - two vehicles of 2500- 3500CC(Bolero, Jeep , Scorpio or equivalent) and two vehicles of 4000-5000 CC (30 seated Eicher bus, Toyota Coaster bus, Star Bus40, Tempo Traveler or equivalent) under Monthly, Daily, outstation and Monthly(24x7) options as specified above. The requirement of vehicles under Package-I and Package-II may increase or decrease during the period of contract based on the actual requirement.

- 1. Bidders are advised to study the Bid document carefully. Online Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Bid offers prepared in accordance with the procedures enumerated in Clause 1 of Section II should be submitted online only on Central Public Procurement Portal (CPPP) website: https://eprocure.gov.in/eprocure/app not later than the date and time laid down at the address given in the Schedule for Invitation to Bid under Clause9. Tenderer/Contractor are advised to follow the instructions provided in the, Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at https://eprocure.gov.in/eprocure/app. Bid documents may be scanned with 100 dpi black & white option which helps in reducing size of the scanned document. <u>Manual bids shall not be accepted.</u>
- 2. Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e., when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

Public Procurement Portal (CPPP) website <u>https://eprocure.gov.in/eprocure/app</u>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with UIDAI.

- 4. Intending bidders are advised to visit again UIDAI website www.uidai.gov.in and CPPP website https://eprocure.gov.in/eprocure/app at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
- 5. The Hard Copy of original instruments in respect of cost of tender document, Bid Security Declaration, original copy of affidavits, and credit facility certificate must be delivered to the address as mentioned in the Clause 9 of the Section I on or before bid opening date/time as mentioned in critical date sheet. Tenderer shall likely to be liable for legal action for non-submission of original Bid Security Declaration against the submitted bid. The Demand Draft submitted for tender fee shall be non-refundable.
- 6. Bids will be opened as per date/time as mentioned in the Clause 9. After online opening of Technical-Bid, the results of their qualification as well Price-Bid opening will be intimated later.
- 7. All Bids must be accompanied by a "Bid Security Declaration Form" as per Annexure 'C' in lieu of Bid security/EMD, accepting that if they withdraw or modify their bids during period of validity, they will be suspended for 6 months.
- 8. The Bid Document is not transferable.

9. Schedule for Invitation to Bid

a) Name of the Tenderer:

The Deputy Director (Admin), Regional Office, UIDAI, 3^{rd.} Floor, South Wing, Khanija Bhavan, No.49, Race Course Road, Bangalore – 560001.

b) Name of the Contact Person for any clarification:

The Deputy Director (Admin), Regional Office, UIDAI, 3^{rd.} Floor, South Wing, Khanija Bhavan, No.49, Race Course Road, Bangalore – 560001. e-mail: <u>ashok.lenin@uidai.net.in</u>

c) Important Dates:

The following table provides information regarding the important dates of the Bid process for this Bid:

SI.	Date of Publishing	Date
No.		
1	Bid Document Published Date	08.03.2021
2	Pre-Bid meeting	17.03.2021
3	Bid Clarification last date	22.03.2021
4	Clarification/Corrigendum to be uploaded on the CPPP portal	22.03.2021
5	Bid Submission Start Date	21.03.2021
6	Bid Submission End date	29.03.2021
7	Technical Bid Opening date	01.04.2021
8	Financial Bid Opening date	Will be communicated later

CRITICAL DATE SHEET

10. The Bidder is required to pay Rs.500/-(Rs Five Hundred Only) plus GST@5% (non-refundable) towards Bid Document Fee, at the time of submission of Bids, in the form of a Bank Demand Draft/Pay order failing which the Bids submitted by the Bidder shall not be entertained and shall be summarily rejected. The amount in the form of demand draft / Pay Order drawn in favor of "UIDAI, REGIONAL OFFICE, BENGALURU" drawn on any Nationalized Bank or Scheduled Commercial bank, Payable at Bangalore except those bidders who are registered with the Central Purchase Organization, National Small Industry Corporation (NSIC) or with GOI.

Note: The Purchaser shall not be responsible for non-receipt / non-delivery of the Bid documents due to any reason whatsoever.

11. Procedure for Submission of Online Bids on CPP Portal

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. No hard copy of bids will be accepted/entertained. 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.

More information useful for submitting online bids on the CPP Portal may be obtained at: <u>https://eprocure.gov.in/eprocure/app</u>.

11.1Registration:

- 11.1.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- 11.1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 11.1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 11.1.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / TCS / nCode / eMudhra etc.), with their profile.
- 11.1.5 Only one valid DSC should be registered by a bidder. Please note that bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.
- 11.1.6 Bidder then login to the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.

11.2 Searching for tender documents

- 11.2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 11.2.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective "My Tenders" folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 11.2.3 The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

11.3Preparation of bids

- 11.3.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 11.3.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 11.3.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

11.3.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or ""Other Important Documents"" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

11.4 Submission of bids

- 11.4.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 11.4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 11.4.3 Bidder has to select the payment option as "offline" to pay the tender fee as applicable and enter details of the instrument.
- 11.4.4 All Bids must be accompanied by a "Bid Security Declaration Form" as per Annexure 'C' in lieu of Bid security/EMD, accepting that if they withdraw or modify their bids during period of validity, they will be suspended for 6 months.
- 11.4.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
 - 11.4.6 The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
 - 11.4.7 All the documents being submitted by the bidders would be encrypted using PKI 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. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 11.4.8 The uploaded tender documents become readable only after opening of tender by the authorized bid openers.
- 11.4.9 Upon the successful and timely submission of bids (i.e., after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 11.4.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

11.5 Assistance to bidders

- 11.5.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 11.5.2 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. The contact number for the helpdesk is 0120-4001 002, 0120-4001 005, 0120-6277 787.

Section –II- Instruction to Bidders

1 Online Bids Submission Process

The tender shall be submitted Online (complete in all respect) must be uploaded on <u>https://eprocure.gov.in/eprocure/app_in</u> one packet i.e., Single Bid (technical bid and price bid), and bidder must follow the procedure as detailed in the Clause 11of Section I. The bid shall be submitted online in Packet-1 having 2 parts, viz.,

- Part I Tender Fee + Documents as per check list (ANENEXURE-A)
- Part II Schedule of price bid in the form of BOQ_XXXX.xls All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. All the files mentioned below should be in .PDF format excluding the BoQ which should be in xls

format. The Offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

2 Bid Prices

- 2.1 The Financial Proposal/Commercial bid format as mentioned in **Annexure B** along with this tender document at https://eprocure.gov.in/eprocure/app. Bidders are advised to submit the BoQ_XXXX.xls as in Annexure B (i), (ii) & (iii) and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with UIDAI.
- 2.2 In absence of the above information, as requested in Clause 2.1, a bid may be considered incomplete and summarily rejected.
- 2.3 The Bidder shall prepare the bid based on details provided in the Bid documents. Bidder shall carry out the detailed study of the facilities 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.
- 3 The interested Firm/Agency may participate for Package-I, Package-II or Package-III or any two or ALL in a single tender. The Firm/Agency should submit the online tender complete in all along with Tender fee of Rs. 500/- plus GST @5%. The original DD/ Pay order as listed in the check list must be submitted in the UIDAI, Regional Office, 3^{rd.} Floor, South Wing, Khanija Bhavan, No.49, Race Course Road, Bangalore on or before due date.

4. All Bids must be accompanied by a "Bid Security Declaration Form" as per Annexure 'C' in lieu of Bid security/EMD, accepting that if they withdraw or modify their bids during period of validity, they will be suspended for 6 months.

5. Bid validity

The bid shall be valid for a period of 120 days from the date of opening of the tenders. In exceptional circumstances, the UIDAI may ask the Bidder to extend the validity of the Bid. The validity of bid security shall also be suitably extended. However, a Bidder will not be permitted to modify its bid.

6. Performance Bank Guarantee

The Firms/Agencies (Successful Bidders) will be required to furnish Performance Bank Guarantee (PBG) by way of Bank Guarantee through a Scheduled Bank for a sum equal to 3% of the Contractual value within 15days of signing of the contract valid for a period of 60 (Sixty) days beyond contractual period. In case the contract is extended beyond the initial period of One year, the PBG will have to be accordingly renewed by the successful bidder.

- 7. Conditional bids shall not be considered and will be out rightly rejected in very first instance.
- 8. **Signing of Tender:** Individual signing the tender or other documents connected with contract must specify whether he signs as: -
- a) "Sole proprietor" of the Concern or constituted attorney of such sole proprietor.
- b) Partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- c) Director or principal officer duly authorized by the Board or Directors of the Company, in case of Registered Company under the law of land.
- <u>N.B.</u> In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn of affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be attached along with the tender.

In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.

A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the Regional Office, Bangalore of the Unique Identification Authority of India may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

- 9. At any time prior to the last date for receipt of bids, UIDAI, R.O Bangalore may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or as per the decisions taken in the pre-bid meeting, modify the Tender Document by an amendment. The amendment will be notified on our official website and Central Public Procurement Portal, will be binding on the prospective bidders. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, UIDAI, RO Bangalore may, at its discretion, extend the last date for the receipt of Bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval shall be suspended for 6 months.
- 10. The Bidder shall bear all costs associated with the preparation and submission of its bid. UIDAI, RO, Bangalore will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.
- 11. The Financial Bid of only those bidders will be opened who will qualify technically. The scheduled time and venue etc. will be communicated only to those technically qualified bidders.
- 12. The UIDAI, RO Bangalore reserve the right to cancel/accept all bids in full/part without assigning any reason.
- 13. The successful bidders will be informed of the acceptance of their tender by registered post/e-mail/Speed post.
- 14. The bidding firms/agencies have to submit a self-certified certificate (As per format B) that his/her firm has not been blacklisted by any Central Government Department/State Govt. Departments /PSU/Bank etc. If it is subsequently found out that the bidding firm has given false information or facts or has suppressed facts or manipulated the documents, etc. the earnest money will be forfeited and the bid/contract will be rejected/cancelled.
- 15. No bidding Firm/Agency will be allowed to withdraw its bid after technical bids have been opened. If any Firm/Agency intends to withdraw after opening of technical bids it will be suspended for 6 months.
- 16. If after award of the contract, the successful bidder fails to provide required number of vehicles / taxis, the contract is liable to be cancelled along with the suspension/blacklisting of the vendor.
- 17. The Bidder is required to pay Rs. 500/- plus GST @5% (Non-refundable) towards Bid Document Fee, in the form of a Bank Demand Draft/ Pay order failing which the Bids submitted by the Bidder shall not be entertained and shall be summarily rejected. The amount in the form of demand draft / Pay Order drawn in favor of "UIDAI, REGIONAL OFFICE, BANGALORE".

Section-III- TECHNICAL ELIGIBILITY CRITERIA

The tendering Firm/Agency must fulfil the following technical specifications in order to be eligible for technical evaluation of the bid described in detail in Section IV.

- 1. The Office of the Firm/Agency should be located in the District-Bengaluru city. A copy of the Registration certificate of offices in Bengaluru must be provided along with the tender.
- 2. In case of partnership firms, a copy of the partnership agreement, or general power of Attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The copy of the certificate of registration of firm should also be attached along with the tender.
- **3.** The bidder should have three years experience of satisfactory performance in supplying taxies to any Govt. Dept. / PSU/ banks or reputed Pvt. Ltd. Co. / firm in any of the last three years (2017-18, 2018-19 and 2019-20). A copy of the satisfactory certificate from the Authorized person should be attached.
- 4. The Firm/Agency should have had a minimum annual turnover of **Rs.15 Lakh for Package-I, Rs.35 Lakh for Package-II, Rs.45 lakhs for Package-III, Rs.55 Lakh for any two Packages and Rs.70 Lakh for all three packages in each year during last three financial years i.e., 2017-18, 2018-19 and 2019-20. A copy of turn over statement duly certified by a Chartered Accountant must be attached with the tender document.**
- 5. Copy of Income Tax return for the assessment year i.e., 2018-19, 2019-20 and 2020-21 should be attached.
- 6. Certified copy of PAN card shall be attached with the Bid document.
- 7. The Firm/Agency (not individual) should be registered with GST. Copy of the registrations shall be attached.
- 8. The Firm/Agency must have a fleet of minimum of 2 (two) vehicles under Package-I, 08 (Eight) vehicles under Package-II and 3 (Three) vehicles of different segments under Package-III of commercial taxi/vehicles registered in its own name in Bengaluru or had a valid agreement with the owner for the period of contract. A list of such vehicles containing Type of vehicle, Make & Model, type of fuel and date of registration with attested copy of RCs should be attached with the bid. UIDAI, R.O, Bengaluru may ask the Firm/Agency to produce the original Registration Certificates for the examination of technical bid (In case the bidder agrees to provide New Vehicle after awarding of Contract an undertaking for the same may be given with this Bid)
- **9.** Self-Certificate (As per format–B) that the firm has not been blacklisted by any Central & State Government Department/Ministries/PSUs/Banks, etc. should be attached.
- **10.** If it is found that the information/certificates furnished by the participating firm is incorrect/wrong or bogus, the firm shall be blacklisted and its bids will be rejected.
- 11 The vehicles to be deployed should be white/ off white in color and should be either Petrol or Diesel driven. The Registration/make of Taxies supplied shall not be older than 2 years as on date of floating of tender.

Section-IV-CRITERIA FOR EVALUATION OF TENDER

- 1. Technical bid of those bidders who's "Bid Security Declaration Form" is not availableshall be rejected as non responsive.
- 2. The Tender Evaluation Committee (TEC) would scrutinize the bids with respect to the eligibility conditions specified in the tender documents, may call for additional information from the bidders. Additional information if called for, must be submitted in the time period given by the TEC, failing which the bid shall be rejected.
- 3. Finally, financial bid shall be opened only for the technically qualified bidders on a date and time duly notified and in the presence of the bidders' authorized representatives who wish to be present. The rates quoted by various bidders shall be read out in this session if so desired by the authorized representatives. The financial bids shall be evaluated by a duly constituted Financial Evaluation Committee (FEC).
- The tender will be evaluated package wise and will be awarded accordingly to the successful bidders.
 Package-I:02(Two) vehicles of "C-Segment" Engine from 1490CC to 1800 CC"

(Skoda-Rapid/Volkswagen Vento/Honda City or equivalent)

Package-II:8(**Eight**)vehicles of "**B-Segment" Engine from 1190CC to 1290CC" (**Maruti-Swift Dzire/Fiat-Punto EVO/Tata-Manza/Tata-Zest or equivalent)

Package –III: 3 (Three) vehicles of different segments - two vehicles of 2500-3500 CC (Bolero, Jeep, Scorpio or equivalent) and two vehicles of 4000-5000 CC (30-seater Eicher bus, Toyota Coaster bus, Star Bus40, Tempo Traveler or equivalent).

5. In order to have a single rate index for evaluating and comparing the tenders of different bidders for different options i.e., Monthly, Daily, outstation and monthly 24x7 basis, UIDAI, R.O, Bengaluru has assigned weightings to each option on the basis of the vehicles required in each package and other parameters. Accordingly, the following formula will be used to arrive at a single figure:

(a) **Package-I (Overall consolidated Rate Index):** At this stage the rates for all the three options (monthly, daily and Outstation) including rate for extra Kilometer, extra Hour and night halt shall be used to compute the aggregate index. The formula for this will be as below:

(Note-Assumptions for evaluation purpose only)

- (i) Monthly option: -100 km as extra Kms, 20hrs as extra hrs. and one-night halt have been taken into account.
- (ii) Daily Option: 10 km and 2 hrs. have been taken into account as Extra Km and Extra Hrs respectively.
- (iii) Outstation option: 300 Kms running per day and one Night halt Overall consolidated Rate Index (OCRI)=[{M1*(0.85)} +{D1*(0.10)} +{O1*(0.05)}]

Where

Monthly options for "C-Segment" vehicles: M1=E+ (100xG) +(20xH) + NM1

Daily options for "C" Segment Vehicles: D1=F+(10xG) + (2xH)

Outstation option for "C" segment Vehicles 01=300*J+N01

Abbreviations:

"C- Segment" vehicle Rates						
Monthly	Е					
Daily (Average of Half day & Full day Rates)	F					
Extra Km	G					
Extra Hr.	Н					
Rate per Km-Outstation	J					
Night Halt Monthly	NM1					
Night Halt Outstation	N01					

(b) Package-II (Over all consolidated Rate Index): At this stage the rates for all the three options (monthly, daily and Outstation) including rate for extra Kilometer, extra Hour and night halt shall be used to compute the aggregate index. The formula for this will be as below:

Note-Assumptions for evaluation purpose only,

- (i) Monthly option: -100 km as extra Kms, 20 hrs as extra hrs and one-night halt have been taken into account.
- (ii) Daily Option: 10 km and 2 hrs have been taken into account as Extra Km and Extra Hrs respectively.

(iii) Outstation option: -300 Kms running per day and one Night halt. Over all consolidated Rate Index (OCRI)= $[{M2*(0.85)}]+{D2*(0.10)}]$

Where

Monthly options for "B-Segment" Vehicles: M2=P+(100x R) +(20xS) + NM2

Daily options for "B" Segment Vehicles: D2=Q+(10xR) +(2xS)

Outstation option for "C" segment Vehicles 02=300 *T+N02

Abbreviations:

"B- Segment" Vehicle Rates						
Monthly	Р					
Daily (Average of Half day & Full day Rates)	Q					
Extra Km	R					
Extra Hr.	S					
Rate per Km-Outstation	Т					
Night Halt Monthly	NM2					
Night Halt Outstation	NO2					

(c) Package-III (Overall consolidated Rate Index):

Over-all Consolidated Rate Index = M1*(0.40) + M2 (0.60)

Abbreviations:

X means "Monthly rate for 2500kms of the vehicle quoted"

Y means "Extra km rate for vehicle quoted" (for evaluation purpose 260kms is considered below)

Sl No	Type of Vehicle
1	Two vehicles of 2500-3500 CC (Like Bolero, Jeep, Scorpio or equivalent)-M 1
2	Two vehicles of 4000-5000 CC (Like 30 seater Eicher bus. Toyota Coaster bus, Star Bus 40, Tempo Traveler or equivalent)-M2.

Calculation: For M1 vehicle: X + Y*260 M2 vehicle: X + Y*260 Over-all Consolidated Rate Index = M1*(0.40) + M2 (0.60)

Vehicles under Package-III are required for whole month 24x7 duty

Note: Refer Finalized bid Proforma at Annexure-B(i), B(ii) & B(iii)

- 6. The contract may be awarded package wise to the bidder whose **Overall Consolidated Rate Index (OCRI)** of **Annexure 'B'** will be the lowest subject to fulfilment of all other conditions stipulated in the tender document.
- 7. Any attempt by any bidder to bring pressure of any kind, may disqualify the bidder for the present tender and the bidder may be liable to be debarred for three years from bidding for future UIDAI, R.O, Bengaluru tenders.
- 8. UIDAI, R.O, Bengaluru reserves the right to accept any bid, and to cancel/abort the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders, of any obligation to inform the affected Bidder or Bidders of the grounds for UIDAI, R.O, Bengaluru 's action and without assigning any reason.
- 9. The decision of UIDAI, R.O, Bengaluru arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any bidder to bring pressure of any kind, may disqualify the bidder for the present tender and the bidder may be liable to be debarred from bidding for UIDAI, R.O, Bengaluru tenders in future for a period of at least three years.
- 10. When deemed necessary, UIDAI, R.O, Bengaluru 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 tender submitted or price quoted. Also, it will not imply that bidder's bid has been selected for processing.
- 11. The contract shall commence from the date of signing the agreement (effective date) with the successful bidder. The contract will be initially for a period of one year which may be extended further for a period of one year if the performance /service is found satisfactory, depending on administrative convenience and requirement of UIDAI at the same rate, terms and conditions. The contract so awarded shall be terminated by the office of the Unique Identification Authority of India at any time with 30 (thirty) days' notice without assigning any reasons thereof.

Section -V – GENERAL CONDITONS OF TENDER

The Bidder is required to submit package wise written confirmation of his/her acceptance of the Conditions of the Tender mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e., successful bidder in the Contract) as selected by the Purchaser (UIDAI, R. O, Bengaluru). Failure to do so may result in rejection of the Bid submitted by the Bidder.

- 1. <u>Law</u>: The package wise contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
- 2. <u>Effective Date and period of the Contract</u>: The package wise contract shall come into effect on the date of signing the contract by both the parties (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract. The contract shall initially be effective for a period of one year, extendable to further one year, subject to satisfactory performance of the Firm/Agency (successful bidder).
- **3.** <u>Arbitration</u>: All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contractor relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The provisions of "Arbitration and Conciliation Act 1996" with upto date of amendments shall be applicable.
- 4. **Penalty for use of Undue influence:** The Firm/Agency(successful bidder)undertakes that he/she has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser (UIDAI, R.O, Bengaluru)or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or for bearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Firm/Agency(successful bidder) or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Firm/Agency (successful bidder)or the commission of any offers by the Firm/Agency(successful bidder) or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code,1860 or the Prevention of Corruption Act,1986 or any other Act enacted for the prevention of corruption shall entitle the Purchaser (UIDAI, R.O, BANGALORE) to cancel the contract and all or any other contracts with the Firm/Agency(successful bidder) and recover from the Firm/Agency (successful bidder) the amount of any loss arising from such cancellation. A decision of the Purchaser (UIDAI, R.O, Bengaluru) or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Firm/Agency(successful bidder). Giving or offering of any gift, bribe or inducement or any attempt of any such act on behalf of the Firm/Agency (successful bidder) towards any officer/employee of the Purchaser (UIDAI R.O, Bengaluru) or to any other person in a position to influence any officer/employee of the Purchaser(UIDAI, R.O, BANGALORE) for showing any favoring relation to this or any other contract, shall render the Firm/Agency (successful bidder) to such liability/penalty as the Purchaser (UIDAI, R.O, Bengaluru) may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Purchaser (UIDAI, R.O, BANGALORE).

- 5. Agents/Firm/Agency Commission: The Firm/Agency (successful bidder) shall confirm and declare to the Purchaser (UIDAI, R.O, BANGALORE) that the Firm/Agency (successful bidder) is the original Service provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Firm/Agency(successful bidder); nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Firm/Agency (successful bidder) agrees that if it is established at any time to the satisfaction of the Purchaser (R.O,UIDAI,BANGALORE) that, any incorrect or if at a later stage it is discovered by the Purchaser (UIDAI, R.O, Bengaluru) that the Firm/Agency (successful bidder) has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Firm/Agency (successful bidder) will be liable to refund that amount to the Purchaser (UIDAI, R.O., BANGALORE). The Firm/Agency (successful bidder) will also be debarred from entering into any Contract with the Government of India for a minimum period of five years. The Purchaser (UIDAI, R.O, BANGALORE) will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Firm/Agency (successful bidder) who shall in such an event be liable to refund all payments made by the Purchaser (UIDAI, R.O, BANGALORE) in terms of Contract along with interest at the rate of 2% per annum above the lending rate of GoI to States/UTs (Presently 8.75%). The Purchaser (UIDAI, R.O, BANGALORE) will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.
- 6. <u>Access to Books of Accounts</u>: In case it is found to the satisfaction of the Purchaser (UIDAI,R.O, BANGALORE) that the Firm/Agency (successful bidder) has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Firm/Agency Commission and penalty for use of undue influence, the Firm/Agency (successful bidder), on a specific request of the Purchaser (UIDAI,R.O, BANGALORE), shall provide necessary information/ inspection of the relevant financial documents/ information.
- 7. **Non-disclosure of Contract documents**: Except with the written consent of the Purchaser (UIDAI, R.O, Bengaluru)/ Firm/Agency (successful bidder), other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
- 8. Liquidated Damages: In the event of the Firm/Agency (successful bidder)'s failure to submit the Bonds, Guarantees and Documents, supply the services and conduct trials, installation of equipment, training, etc as specified in this contract, the Purchaser (UIDAI, R.O, Bengaluru) may, at his discretion, withhold any payment until the completion of the individual contract. The PURCHASER (UIDAI, R.O, Bengaluru) may also deduct from the FIRM/AGENCY (SUCCESSFUL BIDDER) as agreed, liquidated damages to the sum of 0.5% of the package wise contract price of the delayed/undelivered services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than10% of the value of delayed Services. The LD cannot exceed the amount stipulated in the package wise contract.

- 9. <u>**Termination of Contract</u>**: The Purchaser (UIDAI, R.O, BANGALORE) shall have the right to terminate package wise contract in part or in full in any of the following cases with one month notice in advance: -</u>
 - a) The delivery of the material/services is delayed for causes not attributable to Force Majeure for more than one week after the scheduled date of delivery.
 - b) The Firm/Agency (successful bidder) is declared bankrupt or becomes insolvent.
 - c) The delivery of material/services is delayed due to causes of Force Majeure by more than two weeks; provided Force Majeure clause is included in contract.
 - d) The Purchaser (UIDAI, R.O, BANGALORE) has noticed that the Firm/Agency (successful bidder) has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company, etc.
 - e) As per decision of the Arbitration Tribunal.
 - f) The purchaser (UIDAI, R.O, Bengaluru) is not satisfied with the performance of the Firm/Agency (successful bidders) or violation of the any of the terms and conditions of the contract.
- 10. **Notices:** Either party may serve a prior notice of not less than 90 days for termination of the contract. Any notice required or permitted by the contract shall be written in English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail/email, addressed to the last known address of the party to whom it is sent.
- 11. **Transfer and Sub-letting**: The Firm/Agency (successful bidder) has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contractor any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contractor any part thereof.
- 12. **Patents and other Industrial Property Rights**: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Firm/Agency (successful bidder) shall indemnify the Purchaser (UIDAI, R.O, Bengaluru) against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise inrespectofmanufactureoruse.TheFirm/Agency(successfulbidder)shallbe responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.
- 13. <u>Amendments</u>: No provision of present package wise contract shall be changed or modified in anyway (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. <u>Taxes and Duties</u>-The Contract is inclusive of all taxes & duties.

15. **Performance Guarantee**: The Firm/Agency (Successful Bidder) will be required to furnish a package wise Performance Bank Guarantee by way of Bank Guarantee through a Public Sector Bank or a private sector bank authorized to conduct Government business for a sum **equal to 10% of the Contract value** within15days of signing of the contract valid for a period of 60days beyond period of contract.

16. **Option Clause (where applicable): UIDAI, R.O, BANGALORE shall reserve the right to** increase or decrease the services of original contracted quantity.

- 17. **Payment Terms** Payment for providing Vehicles will be made on satisfactory performance upon completion of a calendar month on discovered price basis of the accepted package wise bid price on submission of Bill/Invoice by successful bidder. It will be mandatory for the Successful Bidder to indicate their bank account numbers and other relevant-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheque, wherever feasible. The payment will be made as per the following terms, on production of the requisite documents:
 - (a) The payment to the service provider shall be made as per actual and not exceeding quoted price (supported by ECS statement duly verified by bank official).
 - (b) The Firm/Agency (successful bidder) shall raise bill for the services provided for a calendar month within seven working days of succeeding month of such services. Disputed amount or amount on which clarification is required may be held up till the time, matter is sorted out. However, balance amount shall be released by due date.
 - (c)Bill should be submitted to the Administration Division, UIDAI, R.O, BANGALORE.
 - (d)Payment from UIDAI, R.O, BANGALORE shall be made by electronic fund transfer to the Firm/Agency's account by NEFT or RTGS for which purpose Firm/Agency is required to submit their complete bank details.
 - (e)Penalty would be in terms of part of the payment, which would be deducted and reflected in the respective month's payment.
- 18. **<u>Advance Payments</u>**: No advance payment(s) will be made in any case whatsoever.
- 19. <u>Paying Authority</u>: UIDAI, Regional Office, 3^{rd.} Floor, South Wing, Khanija Bhavan No.49, Race Course Road, Bengaluru-560 001.

The payment of bills will be made on submission of the following documents, whichever is applicable, to the Firm/Agency (successful bidder), to the Paying Authority along with the bill:

- i. Ink-signed copy of contingent bill of Agency (successful bidder).
- ii. Ink-signed copy of Commercial invoice/bill of Agency (successful bidder).
- iii. Copy of Contract with U.O. Number and date of IFA's concurrence, where required under delegation of powers.
- iv. Performance Bank guarantee/Indemnity bond where applicable.
- v. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract).
- vi. Any other document/certificate that may be provided for in the contract.
- vii. User Acceptance, where able applicable.

20. Risk & Expense clause-

(a) Should the services or any instalment thereof not be delivered within the time or time specified in the contract documents, or if defective delivery is made in respect of the services or any instalment thereof, the Purchaser (UIDAI,R.O, BANGALORE) shall, after granting the Firm/Agency (successful bidder) 05 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the services or any instalment thereof not performed in accordance with the specifications / parameters provided by the firm/agency (successful bidder) during the check proof tests to be done in the purchaser (UIDAI, R.O, BANGALORE)'s premises, the purchaser (UIDAI, R.O, BANGALORE) shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) Any excess of the purchase price or value of any Services procured from any other Firm/Agency as the case may be, over the contract price appropriate to such defaulter balance shall be recoverable from the firm/agency (successful bidder). Such recoveries shall not exceed **10% of** the value of the contract.

21. Force Majeure:

Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the nonfulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within two weeks of its occurrence informs the other party in writing. Force Majeure shall mean fire, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. Apart claiming Force Majeure shall exercise reason able diligence to seek to overcome the Force Majeure event and to mitigate the effects there of on the performance of its obligations under this contract.

Section -VI - TERMS AND CONDITIONS OF THE CONTRACT

- 1 The contract will be initially valid for a period of one year and is likely to commence from the date of signing of the agreement (effective date) which may be extended for a further period of one year, at the same rates and on the same terms and conditions depending upon the requirement and administrative convenience of UIDAI, R.O., BANGALORE. The UIDAI, R.O., BANGALORE however, reserves the right to terminate/curtail the contract at any time after giving 30 days' notice to the selected service provider without assigning any reason.
- 2. The contract can be short closed on account of unsatisfactory services upon performance review by the Competent Authority in UIDAI, R.O., BANGALORE. The unsatisfactory service shall mean and include non-compliance and non-fulfilment of any of the contractual obligations by the service Provider and/or poor performance and violation of any of the terms and conditions of the tender. Contract and failure on its part to correct the discrepancies/shortcoming brought to its notice in writing by the competent authority of UIDAI, R.O., BANGALORE.
- 3. Registered Taxis provided by the Contractor(s) should be in perfectly sound working condition and should have decent interiors with other necessary accessories as defined in the contract. Registration/make of Taxies supplied shall not be older than 2 years as on date of award of contract. The firm should specify the numbers of such vehicles enclosing copies of their RC in the name of the bidder/Firm/ agreement with the owners of the vehicle for the period of contract. (In case the bidder agrees to provide New Vehicle after awarding of Contract an undertaking for the same may be given with this Bid)
- 4. The vehicles should require to be comprehensively insured in compliance of the provisions of Motor Vehicle Act.
- 5. The vehicles will have to be fitted /provided with the following additional accessories/utilities.
- 5.1 Tool box & Stepneys
- 5.2 First aid box and torch
- 5.3 Good and clean seat covers, floor mats, etc.
- 5.4 Good Quality music system with AM/FM radio
- 5.5 Tissue paper box
- 5.6 Mobile charging facility in the car
- 5.7 Seat Belts (Front & Rear)
- 5.8 Umbrella during Monsoon
- 6. Firms/Agency should have sufficient numbers of drivers having experience of driving in the states of Karnataka, Tamil Nadu, Kerala& Puducherry.
- 7. Only such firms/ individuals may apply whose Taxis have been duly authorized by the concerned RTO for use as public transport and who have telephone connections available at their Premises/Garage/Stands from where such taxis are to be operated and can be requisitioned by the Office of the Unique Identification Authority of India.

- 8. The Monthly hired vehicle can be used for travel to outstation anywhere in the geographical jurisdiction of Regional Office, UIDAI, Bangalore (Karnataka, Tamil Nadu, Kerala& Puducherry).
- 9. The firm/agency should ensure that the drivers employed hold valid driving license, are well trained, well behaved, reasonably educated, conversant with traffic rules/regulations and city roads/routes as well as security instructions.
- 10. Each driver employed by the firm must have a cell-phone duly activated.
- 11. Each driver should wear uniform while on duty.
- 12. No mileage will be allowed for lunch/tea of the driver. Driver should carry his lunch.
- 13. A list of drivers who would be deployed on duty along with their valid driving license nos. has to be provided to the Unique Identification Authority of India. No driver should be changed unless the user officers to whom the driver reports is apprised.
- 14. The firm should inform in advance the bio- data of all drivers who would be deployed on duty to the Unique Identification Authority of India.
- 15. Declaration from the transporter on their letter-head stating that the drivers provided are of Good Character, vetted by police for security, have valid driving license and are aware of the roads of Karnataka, Tamil Nadu, Kerala & Puducherry will be provided to the Unique Identification Authority of India.
- 16. The Agency/Firm should have an adequate number of telephones for contact round the clock and these may be conveyed to this office and also provide the complete details of the relationship manager who would be responsible to take care of UIDAI, R.O., BANGALORE requirement/account.
- 17. The Agency/Firm should have a provision to take bookings 24 x 7
- 18. The firm/agency should be experienced in providing fleets for events, delegations, meetings and conferences etc.
- 19. "Full Day" would imply a run of the Taxi up to 100Kms and 12 hours duration. "Half day "would imply a run of the Taxi up to 50Kms and 6 hours duration
- 20. "Full month" would imply 25 days, 2,500Kms and duty up to 300 hours. However, Vehicle may be called for duties beyond 25 days as per the requirement.
- 21. Any overtime arising due to breakdown of vehicle supplied by Firm/Agency shall be on his account and shall not be charged to UIDAI, R.O., BANGALORE.
- 22. A daily record indicating time and mileage for each vehicle shall be maintained by the driver in a log book in a format as per govt. instructions and the log book shall be submitted to the concerned users/officers in UIDAI, R.O., BANGALORE regularly for scrutiny.
- 23. A vehicle will be allowed for booking only in condition when the Milo meter is sealed. If during the running of the vehicle it is found that the Milo meter is unsealed then forfeiture of hiring charges and a penalty as fixed by UIDAI, R.O., BANGALORE will be imposed.
- 24. The time and mileage shall be taken into account from the reporting time at the appointed place (both at the time of reporting and closing). There will be no dead mileage. In other words, to and for journeys from the taxi stand to the reporting place and releasing place to taxi stand will not be counted for computing the mileage or time.
- 25. Once the hiring of vehicles commences from a particular Firm/Agency, the vehicles and drivers should not be changed unless so requested for by the UIDAI, R.O., BANGALORE. The vehicle must be available at any time of days as desired by the UIDAI, R.O., BANGALORE.

- 26. In case of breakdown of any vehicle during official duty, it shall be the responsibility of the firm to provide a substitute vehicle which is of similar make as replacement immediately.
- 27. The liability of the UIDAI, R.O., BANGALORE will be limited to the hiring charges agreed in the contract.
- 28. No additional terms & conditions over and above the conditions stipulated above shall be entertained by UIDAI, R.O., BANGALORE.
- 29. Actual parking charges/Toll charges will be payable along with the monthly bills, only upon submission of the parking bills/toll receipts etc.
- 30. The Firm/Agency will be responsible for compliance of all statutory provisions related to minimum Wages, etc. in respect of the drivers employed by it. The tendering Firm/Agency will be fully responsible for payment of wages and to her dues and compliance of all Labor laws, welfare schemes applicable to the drivers deployed by them in UIDAI, R.O., BANGALORE.
- 31. While the Unique Identification Authority of India has a regular requirement for hiring taxis, it shall have the right not to utilize the services at all at any time for any period without giving any notice. The office will also reserve the right to hire taxis from any other provider of such services even during the period of contract.
- 32. In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by this Department in that event and the Security Deposit in the form of Performance Bank Guarantee shall be en-cashed.
- 33. The Bank Guarantee can be forfeited by order of the Competent Authority of Unique Identification Authority of India in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by Unique Identification Authority of India as sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- 34. In case of vehicle change more than once in a month in respect of a particular user/officer without prior permission of user/officer, amount equivalent to one day hiring charge (i.e.,1/25th) will be deducted for each unauthorized change.
- 35. The successful bidder is expected to meet the requirement of vehicles on Daily hire option to UIDAI, R.O., BANGALORE. Failure to provide the vehicles on request would amount to unsatisfactory rendering of service and such cases will be dealt as per the penalty clauses.
- 36. The whole responsibility of chauffeur, fuel and maintenance will be undertaken by the successful bidder at his/her own cost for which RO, UIDAI, Bangalore will be paying monthly rental as agreed in the contract.
- 37. Successful Bidder is required to undertake and ensure complete preventive and breakdown maintenance of the vehicles as per Manufacturer's defined/ recommended maintenance Schedule.
- 38. Successful bidder must ensure periodic replacement of Battery & Tyres as per Manufacturer's specifications.
- 39. The successful bidder shall be required to undertake complete management of an accident case including insurance settlements, claims process management and all activities associated thereto.

40. <u>PENALTY CLAUSE:</u>

Penalty will be levied.	for the violation of terms	& condition of the contra	ct in the following manner:
<u>,</u>			0

]		Problem		Remarks
	S.	Problem	Penalty	Kemarks
ł	<u>No.</u>	T - 4 - A		
	1	Late Arrival	P 100/	The officer concerned, depending
		• By 30 Minutes	• Rs. 100/-	upon the urgency, can hire a taxi
		 30 Minutes and beyond 	• Rs. 300/-	for the day or take a taxi to reach
		and does not turn up		the destination, payment of which
				shall be borne by the contractor
				within 48 hours of such incidence.
				If the contractor fails to meet this
				obligation in that case the amount
				paid by the user + daily charges on
				the pro rata basis + penalty will be
				deducted.
Ī	2	• Failure to provide	Rs 500/-	The officer concerned, depending upon the
		alternative arrangement		urgency, can hire a taxi for the day or take a
		within one hour of Vehicle		taxi to reach the destination, payment of which
		Breakdown.		shall be borne by the contractor within 48 hours of such incidence.
		• Failure to provide the	D 500/	If the contractor fails to meet this obligation in
		vehicle for whole day in	Rs 500/-	that case the amount paid by the user + daily
		Monthly option		charges on the pro rata basis + penalty will be
ł		Unclean vehicle or seat	Rs 100/- on each	deducted.
	3	Cover/smell in vehicle	occasion	The user officer should mention in log sheet or through written complaint to DD(Admin),
			occusion	UIDAI, R.O., BANGALORE.
	4	Change of Vehicle/Driver without	Rs 100/-	On each occasion Removal of driver and/or
		prior intimation of UIDAI, R.O.,		Vehicle from the fleet on more than three
		BANGALORE officers to whom vehicle is attached		instances.
	5	Driver's behavior and poor	Rs 100/-	Driver to be changed by the contractor.
		knowledge about route of	per day	5
		Karnataka, Tamil Nadu, Kerala &	- •	
	6	Puducherry	D = 1500/	Or each second
	U	Failure to provide vehicle on daily basis/On request	Rs 1500/-	On each occasion
	7	Driver's misbehavior such as		Immediate replacement of Driver.
		abusing, physical intimidation or		
		similar with the user or under the		
	0	influence of any intoxicant		
	8	Change of Vehicle/Driver without prior intimation of UIDAI, R.O.,	Rs 100/-	On each occasion Removal of driver
		BANGALORE officers to whom		and/or Vehicle from the fleet on more than
		vehicle is attached		three instances.

41. Terms of payment:

- i. No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
- ii. All payments shall be made by ECS / e-payment only.
- iii. Office of the Unique Identification Authority of India, R.O, Bangalore shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding Para.
- iv. The term "payment" mentioned in this Para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract payments, subject to Tax Deduction at Source (TDS) shall be processed on submission of the complete documents.
- v. Duly signed bills in triplicate shall be submitted along with the daily log book/duly slips of Taxi/car's usage signed by the officer who used the vehicle. The car registration number should be mentioned on bill.
- vi. Bills for supply of vehicles for a month along with certificate/log sheet of the number of hours and the mileage (Kms run during the month by the official) will be submitted by 7th of the following month to the Deputy Director (HR), UIDAI, R.O, Bangalore or any other officer authorized for this purpose by the competent authority, for payment.
- vii. The payment for extra days beyond 25 days (for monthly option) will be based on the average of rates quoted by all valid Bidders for daily option for similar category of vehicles, if the quoted rate of the L1 Bidder is higher than the average of quoted rates of all the valid Bidders. In case the quoted rate of L1 is lower, then payment will be made on the quoted rate.
- viii. The payment for extra km beyond 2000km and extra hour beyond 300 hrs will be based on the average of all the quoted rates of valid bidders against these items, if the quoted rate of the L1 bidder is higher than the average of quoted rates of all the valid bidders. In case the quoted rate of L1 tender is lower, then payment will be made on the quoted rate.

42. <u>Compensation/recovery:</u>

1. **Compensation/recovery clause on account of variation in fuel prices on quarterly basis**: - To take care of price variation in fuel (Diesel), the price compensation/recovery will be as per the following formula:

- % compensation/recovery = (F1/F0-1) *100*0.20
 - Where F1 is the minimum price of diesel cost during the month to which the bill will relate.
 - F0 is diesel cost; as on the Tender opening date.
 - -/+ indicates recovery and compensation respectively.
 - % compensation/recovery will be on the accepted rates for "C" and "B" segments of vehicles indicated.

(Note: If there is decrease in Fuel Price, formula will indicate negative figure which means the deduction shall be done from the Bill)

2. The service provider shall submit supplementary bill for reimbursement towards increase in Fuel price on a monthly basis by 20th of the following month. This supplementary bill is to be supported with proof of fuel price prevailing on the 1st of month for which the bill pertains.

43. Rollover of unused Kilometers

Shortage in utilizing the contractual 2500 Kms per month in any particular month for any vehicle will be adjusted beyond 2500 kms run per month over a period of subsequent six months against any of the vehicle of same segment but within the contract period.

ANNEXURE-A

Checklist of Documents / Supporting documents to be enclosed for technical eligibility

S NO	Particulars	Whether Enclosed (Y/N)
1	Signed and Scanned copy of the Demand Draft /Pay Order on account of bid document fee (Rs.525/-). Demand Draft/ Pay Order is to be sent in Original (As applicable)	
2	Signed and Scanned copy of the Annexure "C" in lieu of Bid Security Declaration Form	
3	Nature of the concern: (i.e., Proprietor or Partnership of firm etc). In case of Partnership firm signed and scanned copy of the partnership agreement is to be attached.	
4	In case Partnership firm, signed and scanned copy of Power of attorney to sign the bid document is to be attached.	
5	Signed and Scanned copy of certificate of Registration of the Firm/ Agency	
6	Signed and Scanned copy of certificate of GST Registration	
7	The bidder should have minimum three years" experience of satisfactory performance in providing taxi services to any Govt.	
	Dept./PSU/ banks or reputed Pvt. Ltd. Co. /firm in any of the last three years (2017-18, 2018-19 and 2019-20). A Signed and	
	Scanned copy of the satisfactory certificate from the Authorized person should be attached. (Format-A)	
8	Signed and Scanned copy of Income Tax Return for the Financial Year 2017-18, 2018-19 and 2019-20	
9	Signed and Scanned copy of Self Certificate for Non-Blacklisting in Format B. Original document is to be sent.	
10	Signed and Scanned copy of Details of Taxis as per Format C &D along with the copy of Registration certificates. Vehicles should be registered in his own name / Firm name/ or had a valid	
	Agreement with the owner for the period of contract. (In case the bidder agrees to provide New Vehicle after awarding of Contract an undertaking for the same may be given with this Bid)	
11	Signed and Scanned copy of PAN card.	
12	Financial Annual turnover of Rs 10 lac in supplying taxies to any Govt. Dept. / PSU/ banks or reputed Pvt. Ltd. Co. / firm, in any of the two financial years during the last three financial years i.e.	
	2017-18, 2018-19 and 2019-20. A copy of turnover statement duly certified by a Chartered Accountant must be attached with	
	the tender document	

DECLARATION

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We, am/are well aware of the act that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Date:

Place:

SEAL

FORMAT - "A"

Details of major contracts with Central Government/ State Government /PSUs/Reputed Private Firms handled by the tendering Firm/Agency for providing hiring of Vehicles during the last three years in the following format (Attested copies of the last three years work awarded maybe enclosed):

Sr. No	Details of client along with address, telephone number	Amount of Contract (per annum)	Duration of Contract		Copy enclosed in Page No.
			From	То	
1)					
2)					
3)					

Signature of Bidder :(with Stamp of the firm) Name of the Authorized Signatory: SEAL

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s..... (Name & Address of the firm) is neither blacklisted by any government department nor is any criminal case registered against the firm.

Name & Signature of Proprietor/Authorized Signatory

FORMAT – C(i)

PACKAGE-I

Details of Taxis/Cars-minimum 02 Vehicles of "C"- Segment Engine from1490 CC to 1800 CC Registered in bidders' own name: -

Sr. No	Engine CC	Registration Certificate	Make	Model	Year	Fuel Type (Diesel/ Petrol/ CNG)	Photocopy of RC copy attached (Yes/ No). If Yes, please mention Page no.

Signature of Bidder: (with Stamps of the firm) Name of the Authorized Signatory: SEAL

FORMAT – C(ii)

PACKAGE-II

Details of Taxis/Cars-**Minimum 08 Vehicles of "B"- Segment Engine from 1190CC to 1290 CC** registered in bidders own name: -

Sr.No	Engine CC	Registration Certificate	Make	Model	Year	Fuel Type (Diesel/ Petrol/ CNG)	Photocopy of RC copy attached (Yes/ No). If Yes, please mention Page no.

Signature of Bidder: (with Stamps of the firm) Name of the Authorized Signatory: SEAL

FORMAT – C(iii)

PACKAGE-III

Details of Taxis/Cars-

Details of B u s e s /Cars – minimum 03 Vehicles of "different – Segments registered in bidders own name: -

Sr.No	Engine CC	Registration Certificate	Make	Model	Year	Fuel Type (Diesel/Petrol/ CNG)	Photocopy of RC copy attached (Yes/ No). If Yes, please mention Page no.

Signature of Bidder: (with Stamps of the firm) Name of the Authorized Signatory: SEAL

AUTHORIZATION FOR ATTENDING BID OPENING

Subject: Authorization for attending bid opening on (Date) in the tender of

The following person is hereby authorized to attend the bid operating for the tender mentioned above in behalf of (Bidder)in order of preference given below: -

Name of the authorized representative

Specimen Signature

Signatures of bidder or Officer authorized to sign the bid documents on behalf of the bidder.

NOTE:

- 1. Only authorized representatives will be permitted to attend bid opening.
- 2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.