No. D-11018/13/2010-Admn/(Vol-3) <u>GOVERNMENT OF INDIA</u> PLANNING COMMISSION

UNIQUE IDENTIFICATION AUTHORITY OF INDIA(UIDAI)

2nd Floor, Tower-1, Jeevan Bharti Building, Connaught Circus, New Delhi-110 001 Dated: 24th July, 2012

TENDER NOTICE FOR ANNUAL MAINTENANCE CONTRACT OF TELEPHONE SYSTEM

On behalf of Unique Identification Authority of India, Planning Commission, sealed tenders under **two-bid** system are invited from reputed and experienced agencies for Annual Maintenance Contract of **KTS(Panasonic Exchange- KX-TDA 0100BX)**, **1+1 Plan Telephone system and Internal Wiring of Key /Plan Telephone Systems** installed at 2nd floor, Tower I and 3rd floor, Tower II, Jeevan Bharti Building, New Delhi.

- 2. The interested agencies are required to submit the technical and financial bid separately. The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super scribed "Tender for Annual Maintenance Contract of Telephone systems of UIDAI" and should reach at the office of "The Assistant Director General(Admn II), Unique Identification Authority of India, Jeevan Bharti Building, Tower-I, 2nd Floor, New Delhi-110 001, before 1600 hrs on or before 14th Aug 2012. The technical bids shall be opened on the same day at 1630 hrs at office of the Assistant Director General(Admn II), 2nd Floor, Tower-I, Jeevan Bharti Building, New Delhi-110 001, in the presence of bidders or their representatives, if they desire to do so.
- 3. The tender document can be obtained from the undersigned by remitting an amount of Rs. 500/- by way of a DD in favour of "PAO, UIDAI" or downloaded from the website www.uidai.gov.in. Those who download the tender document from website should enclose an additional DD of Rs 500.00 in favour of "PAO, UIDAI", payable at New Delhi, along with their tender bid in the Cover-I "Technical Bid. The Earnest Money Deposit (EMD) of Rs 2,000/- (Rupees two thousand only) should be paid by way of Demand Draft in favour of "PAO, UIDAI" payable at New Delhi, should be enclosed in Cover-1 containing the `Technical Bid'.
- 4. Any future clarifications and/or corrigendum(s) shall be communicated through Admin. Division on the UIDAI website: uidai.gov.in. The tender document has been divided into following chapters:-
 - Chapter-1: Instructions to Bidders
 - Chapter-2: Conditions of Contract
 - Chapter-3: Schedule of requirements (Scope of Work)
 - Chapter-4: Technical Bid
 - Chapter-5: Financial Bid (For use of bidders for quoting their prices)
 - Chapter-6: Contract Form

(RK Gautam)
Assistant Director General(Admn II)
Tel: 23466850

Instruction to Bidders

- 1. The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be obtained from the **Assistant Director General(Admn II)** by remitting an amount of Rs. 500/- by way of a DD in favour of "PAO, UIDAI" or downloaded from the website www.uidai.gov.in. Those who download the tender document from website, should enclose an additional DD for Rs 500.00 in favour of "PAO, UIDAI", payable at New Delhi, along with their tender bid in the Cover-I "Technical Bid.
- 2. Any future clarifications and/or corrigendum(s) shall be communicated through Admin. Division on the UIDAI website: uidai.gov.in.
- 3. The successful bidder shall deposit Performance Security Deposit of 10% of the bidding amount in the form of Bank Guarantee or Bank draft. The Performance Security Deposit will be liable for forfeiture in case of premature termination of Contract by the bidder without giving due notice, and / or in case of termination by UIDAI for any reason amounting to breach of contract by the bidder or any other grave misconduct, the security deposit in full will be forfeited. However, on completion of the agreement satisfactorily, the security deposit will be refunded to the agency within 60 days of the successful completion of contract, on receipt of final clearance of all dues and statutory obligations.
- 4. The Earnest Money Deposit (EMD) of Rs. 2,000/- (Rupees two thousand only), refundable (without interest), should necessarily be accompanied with the Technical Bid Cover-I, of the bidder in the form of Pay Order/Banker's Cheque drawn in favour of PAO, UIDAI, New Delhi, failing which the bid of the defaulting bidder shall be declared un-responsive. The EMD shall stand forfeited in case the successful bidder does not accept the letter of acceptance.
- 2. Manner of depositing the Bids: Sealed quotations superscribing as "Tender for Annual Maintenance Contract of Telephone system" addressed to Assistant Director General(Admn II), Unique Identification Authority of India, Jeevan Bharti Building, Tower-I, 2nd Floor, New Delhi-110 001, should be either dropped in the Tender Box placed near the Reception Area, Jeevan Bharti Building, Tower-I, 2nd Floor, New Delhi-110 001 or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).

Conditions of Contract

- 1. The Registered Office or Branch Office of the Bidder should be located in New Delhi and a person should be available from Monday to Saturday between 9.00 AM to 6.00 PM. The bidder should provide a working mobile phone to such a person at its own cost & the number shall be given to UIDAI.
- 2. The Bidder should have its own Bank Account, TAN/TIN Number, Service Tax Number and shall be registered with Sales Tax departments. The bidder, to whom the tender may be awarded, will be required to submit its bank account number so that the payment is transferred electronically in its respective bank accounts. No payment through cheque/bank draft shall be made by this office.
- 3. The bidder should have at least two years experience in the upkeep of telephone systems in Central Government Ministries/ Departments/ Public Sector under-takings/Public Sector Bank etc. Proof of experience certificate, not older than one year from the Govt. Ministries /Departments /PSU should be enclosed.
- 4. The bidder is also required to submit a certificate, along with its Technical bid, indicating that its representative has already inspected the KTS(Panasonic Exchange- KX-TDA 0100BX of 16 extensions approximately), 1+1 telephone system (03 Nos) and Internal Wiring of Key /Plan Telephone Systems installed at 2nd floor, Tower I and 3rd floor, Tower II, Jeevan Bharti Building, New Delhi.
- 5. The bidders are advised in their own interest to quote their rates as per the format of the Financial Bid. Those firms not quoting rates in the prescribed format shall not be entertained and would liable to be rejected.
- 6. The bidder should submit self attested copy of the Income Tax Returns for the last financial year.
- 7. The bidder should submit the Tender under Two bid system. The interested Bidders are advised to submit two separate envelopes superscribing "Technical Bid for Annual Maintenance Contract of Telephone system" and "Financial Bid for Annual Maintenance Contract of Telephone system". Both sealed envelopes should be kept in a third bigger sealed envelope super-scribed with the words "Tender for Annual Maintenance Contract of Telephone system".
- 8. The bidder should give a self certificate stating in clear and unambiguous language that it has neither been black listed by any of the Govt. Ministries/Departments/PSU with whom, it had contract during the last five years nor has it been penalized by such offices/organizations.
- 9. **Payment Schedule**. Payment will be made on monthly basis, subject to satisfactory performance. Bill will be raised by the successful bidder by 10th of the following Month of claimed billing period for making payment by UIDAI.

- 10. The selected bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency(ies) without the prior written consent of the Unique Identification Authority of India. If it is found that the bidder has given sub-contract, the contract shall stand cancelled.
- 11. The Competent Authority Unique Identification Authority of India reserves the right to relax/withdraw/relax any of the terms and conditions mentioned in the tender documents, if doing so is in the interest of this office.
- 12. This office shall have the full authority to reject any/all offer(s) without assigning any reason thereof. Any enquiry after submission of the quotation will not be entertained.
- 13. The successful bidder shall indemnify UIDAI from any claim/suit from the employees/staff/workers at any point of time arising out while execution of the contract or thereafter.
- 14. The Contract shall initially be for a period of one year which can be extended for another two years on year to year basis, subject to satisfactory services of the contractor.
- 15. The Contract can be terminated by either Party ie UIDAI or the successful bidder by giving an advance notice of 30 days.
- 16. 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.
- 17. 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.
- 18. <u>Liquidated Damages</u> In the event of the Supplier (lowest bidder)'s failure to submit the Bonds, Guarantees and Documents, supply of services and conduct trials, installation of equipment, training, etc as specified in this contract, the Purchaser (UIDAI) may, at his discretion, withhold any payment until the completion of the contract. The PURCHASER (UIDAI) may also deduct from the SUPPLIER (LOWEST BIDDER) as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/services mentioned above for every 02 days of delay or part thereof, subject to the maximum value of the Liquidated Damages being not higher than 20% of the value of delayed services for the corresponding month.
- 19. Approval on all matters shall be given by the UIDAI.

SCOPE OF WORK

- 1. Annual Maintenance Contract of KTS (Panasonic Exchange- KX-TDA 0100BX of 16 extensions approximately) 1+1 Plan Telephone system and Internal Wiring of Key /Plan Telephone Systems installed at 2nd floor, Tower I and 3rd floor, Tower II, Jeevan Bharti Building, New Delhi shall be comprehensive in nature and it will be the sole responsibility of the bidder to keep the system in perfect working order. The contract shall include replacement of existing wiring which may require to be replaced in the course of upkeep of the entire telephone system for its smooth and uninterrupted functioning.
- 2. The repair works will have to be carried out at the location of the equipment except in the exceptional circumstances where the equipment or any component may be required to be taken out for repairs in workshop. In such cases, the standby arrangement shall have to be made by the company and in no way the working of KTS/Plan Telephone Systems shall be held up for want of any standby arrangements.
- 3. The contract shall be on a comprehensive maintenance service basis and no extra charges for any general wear and tear/spare parts, etc. shall be claimed by the bidder. During the contract period, it will be the responsibility of the Agency to keep the requirement in perfect working order.
- 4. The complaint of repair/maintenance will be attended within 4 hours of lodging such complaint.
- 5. 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.
- 6. 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.
- 7. Approval on all matters shall be given by the UIDAI.

Chapter-4

PROFORMA FOR TECHNICAL BID

(In sealed Cover-I super scribed "Technical Bid")

2.	Tech Orga name Expe	separate sealed Cover-I su inical Bid)Name & Address nization/Agency with phone nu e and telephone/mobile number of irience in the relevant field (A nonials). This shall cover the d	In fo	llowing format		
	carrie certif out.	ar nature, approximate magnit ed out and/or on hand for last 2 icate from the agency where th				
SI	.No.	Name of Organization with complete address and	From	То	Contracted Amount (Rs.	Reason for Termination
		telephone numbers to			Per Month)	
		whom services provided				
3.	Please attach copy of last return of Income Tax					
4.	PAN No. (Please attach copy)					
5.	5. VAT No. (Please attach copy)					
6.	Servi	ce Tax Registration No. (Attach cop				
7.		otance of terms & conditions attach				
		each page of terms and condi- stance and submit as part of tender of				
8.	Power of Attorney/authorization for signing the bid documents					
9.	Details of the DD/Pay Order of Rs 2000/-towards bid security (EMD) and a DD for Rs 500/- in case tender document is downloaded from UIDAI website. DD/PO No.					
Date:						
Drawn on:						

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.
 It is certified that I have inspected the entire Telephone System mentioned in para 4 of Conditions of Contract before bidding.
 It is further certified that our firm has neither been black listed or penalised by any of the Govt.

Ministries/Departments/PSU during the last five years.

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and sealed)
(Signature of Tenderer with seal)
Name:
Seal:
Address
Phone No (O):
Fax No. (O):

PROFORMA FOR FINANCIAL BID

(In sealed Cover-II super scribed "Financial Bid")

SI. No.	Particulars	Period	Amount quoted for 12 months excluding taxes applicable
1.	Comprehensive Annual Maintenance Contract of KTS(Panasonic Exchange- KX-TDA 0100BX of 16 extensions approximately) 1+1 Plan Telephone system (03 Nos) and Internal Wiring of Key /Plan Telephone Systems (75 extensions approximately) installed at 2 nd floor, Tower I and 3 rd floor, Tower II, Jeevan Bharti Building, New Delhi	12 months (for first one Year)	
2.	 (a) All work mentioned at Sr. No. 1 above. (b) In addition to work mentioned at Sr. No. 1 above, Comprehensive Annual Maintenance Contract for the following items will be included w.e.f. 2nd year onwards:- (i) Internal Wiring of Telephone at 9th Floor, Tower 1, Jeevan Bharti Building, New Delhi. (ii) Telephone Handsets (100 Nos.). (Beetel, Model No. M75 & M 71) 	02 nd Year onwards	

Declaration by the Bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Note:

- i) No other charges would be payable by Client.
- ii) There would be no increase in rates during the Contract period except provision under the terms and conditions.
- iii) The rates arrived at and quoted by Bidder in Row 4 above will be considered as the price bid and will be payable to the selected bidder.

(Signature of Bidder with seal)		
Name:		
Seal:		

(To be made on Rs 100.00 Non Judicial Stamp Paper)

DRAFT AGREEMENT FORMAT

This agreement is made at New Delhi	on theday of					
Two thousand ten between acting through Shri,						
UIDAI, Government of India having its	s office at Jeevan Bharti Building, Tower-I,					
2 rd Floor New Delhi-110 011 (hereing	after called 'Client' which expression shall,					
unless repugnant to the context or meaning thereof be deemed to mean and include						
its successors, legal representatives and assigns) of the First Part.						
Sec	ond Part					
M/s	having its registered					
office at	•					
	· · · · · · · · · · · · · · · · · · ·					

(hereinafter called the '**Agency**' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.)of the **Second Part**.

WHEREAS the 'Client' is desirous to engage the 'Agency' for providing Canteen Services for UIDAI as per the terms and conditions stated below:-

- 1. The contract shall be on a comprehensive maintenance service basis and no extra charges for any general wear and tear/spare parts, etc. shall be claimed by the Agency for making payment by the UIDAI. During the contract period, it will be the responsibility of the Agency to keep the requirement in perfect working order.
- 2. The repair works will have to be carried out at the location of the equipment except in the exceptional circumstances where the equipment or any component may be required to be taken out for repairs in workshop. In such cases, the standby arrangement shall have to be made by the company and in no way the working of KTS/Plan Telephone Systems shall be held up for want of any standby arrangements. No transportation charges or damage accrued to such component shall be borne by the client.
- 3. No advance payment will be made in any case. Payment towards Comprehensive Annual Maintenance Contract shall be made on **Monthly Basis** subject to satisfactory performance of the contractor. Bill will be raised by the successful bidder by 10th of the following month of claimed billing period for making payment by UIDAI.
- 4. The rates of bid will remain valid for one year from the date of acceptance of bid which can be further extended for period of another two years. The Agency, instructions to Tenderers, General Terms & Conditions, amount quoted in the tender, Letter of Intent awarding the work and Agreement shall form part of the contract.
- 5. The Contract shall initially be for a period of one year which can be extended for further two years on year to year basis, subject to satisfactory performance of the contractor. The Contract can be terminated by either Party i.e. UIDAI or the successful bidder by giving an advance notice of 30 days.

- 6. The Agency shall deposit performance security deposit of 10% of bid amount in the form of Bank Guarantee or in the shape of Bank draft and will be liable for forfeiture in case of premature termination of Contract by the Agency without giving due notice, and / or in case of termination by UIDAI for any reason amounting to breach of contract by the Agency or any other grave misconduct, the security deposit in full will be forfeited. However, on completion of the agreement satisfactorily, the security deposit will be refunded to the agency within 60 days of the successful completion of contract, on receipt of final clearance of all dues and statutory obligations.
- 7. UIDAI reserves the right to recover/adjust any amount which may be due from the Agency from their earnest money, security deposit and against any payment due to the Agency from UIDAI.
- 8. No escalation during the period of contract would be allowed on any account.
- 9. The Agency shall indemnify UIDAI from any claim/suit from the employees/staff/ workers at any point of time arising out while execution of the contract or thereafter.

THIS AGREEMENT will take effect Two thousand nine and			
IN WITNESS WHEREOF both the parties common seals to be hereunto affixed / (or he and seals) the day and year mentioned abowitness:	ave hereunto set their respective hands		
For and on behalf of the 'Agency'	For and on behalf of the ''		
Signature of the authorized Official	Signature of the authorized Official		
Name of the Official	Name of the Official		
Stamp / Seal of the 'Agency'			
SIGNED, SEALED AND DELIVERED			
By the saidName	By the saidName		
on behalf of the ' Agency ' in presence of Witness Name	on behalf of the '' in presence of Witness		
Address	NameAddress		