

A-11016/87/2010/Admin-UIDAI

**GOVERNMENT OF INDIA
PLANNING COMMISSION
UNIQUE IDENTIFICATION AUTHORITY OF INDIA**

NOTICE INVITING TENDER

**For hiring of Cars on Dry Lease Basis in
Unique Identification Authority of India**

- i) Date of issue of Tender Document : 17.07.2014

- ii) Last Date & time for submission of
Tender Document : up to 1500 hours on 11.08.2014

- iii) Last date for pre –bid clarification : 08.08.2014

- iv) Date & time for opening of
Tender Document / Technical bid : At 1530 hours on 11.08.2014

- v) Financial Bid of eligible Tenderers : Intimated later

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Sub: Notice Inviting Tender for hiring of Cars on Dry Lease Basis in UIDAI, ND.

1. Bids in sealed cover are invited for **Hiring of Cars on Dry Lease Basis to UIDAI as per details** listed in Part II of this RFP. Please superscribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below –

a. Bids/queries to be addressed to:	: - DD (Admin)
b. Postal address for sending the Bids	: -UIDAI HQ, Tower-1, 2 nd Floor, Jeevan Bharti Building, Connaught Circus, New Delhi.
c. Name/designation of the contact personnel	: N.K. Sharma
d. Telephone numbers of the contact personnel	: 011-23466842
e. e-mail address of contact personnel	: narender.sharma@uidai.net.in
f. Fax number	: 011-23466845

3. This RFP is divided into five Parts as follows:

Part I – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

Part II – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

Part III – Contains General Conditions of RFP, which will form part of the Contract with the successful Bidder.

Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

Part V – Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. UIDAI reserves the right to withdraw RFP at any stage without assigning any reason.

(NK Sharma)
Deputy Director (Admin)
Tower – 1, 2nd floor
Jeevan Bharti Building
New Delhi- 110001
Tel : 011-23466842

Part I – General Information

1. Last date and time for depositing the Bids: 15:00 hours on 11.08.2014 (dd/mm/yyyy). The sealed Bids (both technical and Commercial) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. Manner of depositing the Bids: Sealed Bids should either be dropped in the Tender Box marked as Dry Lease of Vehicles for UIDAI HQ or sent by registered post at the address given below 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.

Postal address: Deputy Director (Admin), 2nd Floor, Tower-I, Jeevan Bharti Building, Connaught Place, New Delhi: 110001.

3. Time and date for opening of Bids: 15:30 hours on 11.08.2014 (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. Location of the Tender Box: UIDAI, 2nd Floor, Tower-I, Jeevan Bharti Building. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

5. Place of opening of the Bids: UIDAI / Conference Hall, 3rd floor, Tower-II, Jeevan Bharti Building. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. Two-Bid system: In case of the Two-bid system, only the Technical Bid would be opened on the due date and time as mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. The Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation by the Buyer.

7. Forwarding of Bids – Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Income Tax, PAN number, Bank address with Account no., if applicable, etc and complete postal & e-mail address of their office.

8. Clarification regarding contents of the RFP: The prospective bidders who require clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. The Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

9. Modification and Withdrawal of Bids: A bidder may modify or withdraw his/her bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. Clarification regarding contents of the Bids: During the evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidders for clarification of his/her bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summarily rejection with forfeiture of EMD. Late Bids / Conditional tenders will be rejected.

12. Unwillingness to quote: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

13. Validity of Bids: The Bids should remain valid for a period of 90 days from the last date of submission of the Bids.

14. Earnest Money Deposit: – The Bidders are required to submit Earnest Money Deposit (EMD) for amount of 30,000/- (Rupees Thirty thousand only) and tender fee as Rs 100/- (Rupees one hundred only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Appendix N of the Procurement Manual (can be provided on request). EMD is to remain valid for a period of 45 days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC). The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

Part II – Essential Details of Items/Services required

1. Schedule of Requirements – List of items and services required is as follows:

“02 Cars on Dry Lease Basis (under ‘C’ Segment Sedan Category), initially for a period of 01 year, extendable to a further period of two years on a year-to-year basis, subject to satisfactory performance of the contract and at sole discretion of UIDAI.”

- (i) **Total availability for the contract period** -24x7
- (ii) **Brand New Vehicle (latest model)**
- (iii) **Period of Lease** -Initially for a period of 01 year, extendable to a further period of two years on a year-to-year basis, subject to satisfactory performance of the contract, and at sole discretion of UIDAI.
- (iv) **Driver and Fuel shall be provided by UIDAI.**
- (v) **Maintenance, Spares, Insurance, Road Tax and other Statutory Levy are to be provided by the successful bidder.**

2. The bidder is also required to fulfil the following conditions in principle:-

- (i) The vehicles would be required to be comprehensively insured in compliance of the provisions of Motor Vehicle Act.
- (ii) Bidder is required to undertake and ensure complete preventive and breakdown maintenance of the vehicles as per Manufacturer’s defined/recommended maintenance Schedule. .
- (iii) 24x7x365 breakdown assistance with PAN India coverage.
- (iv) Periodic replacement of Battery & Tyres as per Manufacturer’s specifications.
- (v) Vehicle running: Kilometre Cap is 30,000 KM/ Year.
- (vi) Excess KM will be chargeable on completion of running Kilometres or on completion of lease tenure whichever is earlier.
- (vii) 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.
- (viii) The agency will provide a complimentary equivalent standby vehicle when the leased vehicle is not available. No additional payment will be made by UIDAI for the replacement vehicle. The km run by the standby vehicle would be accounted for in the annual 30,000 km run.
- (ix) The vehicle is being sourced on ‘dry-lease’ basis. It will be run by drivers engaged by UIDAI and fuel cost will also be borne by UIDAI directly. The vehicle shall be fully covered by warranty so that all other incidental costs such as repairs and maintenance will be borne by the agency (as stated elsewhere in this section).
- (x) The agency should have an adequate number of telephones for contact “round the clock” and these may be conveyed to UIDAI.
- (xi) No additional terms & conditions over and above the conditions stipulated above shall be entertained by UIDAI.

3. Delivery Period - Delivery period for supply of vehicles would be a maximum of 30 days from the effective date of contract. Please note that Contract may be cancelled unilaterally by UIDAI in case vehicles are not received within the stipulated delivery period. Extension of stipulated delivery period will be at the sole discretion of UIDAI, with applicability of LD clause.

4. Consignee details – Deputy Director (Admin), UIDAI HQ, Tower-1, 2nd Floor, Jeevan Bharti Building, Connaught Circus, New Delhi-110 001.

5. ELIGIBILITY CRITERIA

The bidding Agency must fulfil the following technical specifications in order to be eligible for technical evaluation of the bid.

- A. The bidder shall be either:-
 - i) A company registered under the companies Act, 1956/2013; or
 - ii) A Partnership firms registered under The Partnership Act, 1932 or The limited liability Partnership Act, 2008; or
 - iii) A Sole proprietorship entity.
- B. The Agency should be in existence for a minimum of 5 years on the date of bidding.
- C. The Agency shall submit the requisite registration documents/deeds of constitution etc. to establish its legal entity and the period of its existence.
- D. The Registered Office of the Agency should be located in Delhi/NCR.
- E. The Agency should have overall experience of three years in supplying vehicles to PSU/Govt organisations. Proof of satisfactory performance of at least two contracts relating to supplying cars on dry lease basis to Central Government/State Governments/ PSUs/Bank/reputed private firms in last three years along with attested copies of the supply order should be enclosed.
- F. The Agency should have had a minimum annual turnover of **Rs. 100 lakh in each of last three financial years i.e. 2011-12, 2012-13 and 2013-14. A copy of the audited financial statements and copy of Income Tax Returns for the send last three financial years must be enclosed with the bid documents. Where financial statement and / or Tax Returns for FY 2013-14 are not available, provisional financial statements, duly certified by entity's auditors, may be submitted.**
- G. The Agency should have its own Bank Account. A certificate of the existence of the entity's bank account for the last three years issued by its Bankers shall be submitted.
- H. Certified **copy of the PAN card** shall be attached with the Bid documents.
- I. The Agency should be **registered with the Sales Tax / VAT and Service Tax departments.** Certified copies of these registrations shall be attached with the Bid document.
- J. A self-certificate by the firm that it has not been blacklisted by any Central Government Department/Ministries/PSUs/Banks, etc. should be enclosed (Annexure C).
- K. 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 with forfeiture of EMD/Performance security. Decision of UIDAI in respect of acceptance or otherwise of any bid document shall be final & binding.

Part III – General Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the General Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by UIDAI(the Buyer). Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The 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. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration:** 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 Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Appendix K of the Procurement Manual (can be provided on request).

4. **Penalty for use of Undue influence:** The Seller undertakes that he 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 Buyer 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 forbearing to show favour or disfavour 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 Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone 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 Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer 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 Buyer.

5. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original 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 Seller; 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 Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller 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 Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in

such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. Access to Books of Accounts: In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. Non-disclosure of Contract documents: Except with the written consent of the Buyer, the seller shall not disclose the contract or any provision, specification or information thereof to any third party.

8. Liquidated Damages: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply of the vehicles/cars as specified in this contract, the Buyer may, at its discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the monthly billable amount for 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 than 10% of the monthly billable amount in that particular month.

9. Termination of Contract: The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than 01 month after the scheduled date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The delivery of material is delayed due to causes of Force Majeure by more than one month.

(d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(e) With mutual agreement

(f) As per decision of the Arbitration Tribunal.

(g) At any time during the tenure of the lease, by giving a three months' written notice to the seller.

10. Notices: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail or email, addressed to the last known address of the party to whom it is sent.

11. Transfer and Sub-letting: The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or 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 Seller shall indemnify the Buyer 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 in respect of manufacture or use. The Seller shall be 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. Amendments: No provision of present Contract shall be changed or modified in any way (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. Taxes and Duties

i) General -

(a) The price i.e the monthly lease rental quoted by the seller shall be inclusive of all taxes, duties, levies etc.

(b) Any change in any duty/tax upward/downward as a result of any statutory variation in VAT or Service Tax taking place within contract term shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

ii) Octroi Duty & Local Taxes

1. Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

2. In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

15. Pre-Integrity Pact Clause: An “Integrity Pact” would be signed between the Buyer and the Bidder for purchases exceeding Rs.100 crores. This is a binding agreement between the Buyer and Bidders for specific contracts in which the Buyer promises that it will not accept bribes during the procurement process and Bidders promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the Buyer to carry out the procurement in a specified manner. The Format of Pre-Integrity Clause (can be provided on request).

The essential elements of the Pact are as follows:

- a. A pact (contract) between the Government of India (the authority or the “principal”) and those companies submitting a tender for this specific activity (the “Bidder”);
- b. An undertaking by the Principal that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
- c. A statement by each Bidder that it has not paid, and will not pay, any bribes;
- d. An undertaking by each Bidder to disclose all payments made in connection with the Contract in question to anybody (including agents and other middlemen as well as family members, etc., of officials); the disclosure would be made either at the time of submission of Bids or upon demand of the Principal, especially when a suspicion of a violation by that Bidder emerges;
- e. The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- f. Undertaking on behalf of a Bidding company will be made “in the name and on behalf of the company’s Chief Executive Officer”.
- g. The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings:
 - i. Denial or loss of contracts;
 - ii. Forfeiture of the Bid security and performance bond;
 - iii. Liability for damages to the principal and the competing Bidders; and
 - iv. Debarment of the violator by the Principal for an appropriate period of time.
- h. Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour and compliance program for the implementation of the code of conduct throughout the company.

Part IV – Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by UIDAI (the Buyer). Failure to do so may result in rejection of Bid submitted by the Bidder.

1. Performance Guarantee: The Bidder will be required to furnish a Performance 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 within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Appendix O of the Procurement Manual (can be provided on request).

2. Option Clause: The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 100% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. Repeat Order Clause: The contract will have a Repeat Order Clause, wherein the Buyer can order upto 100% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

4. Tolerance Clause: To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to increase or decrease the quantity of the required goods by 100% plus/minus without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

5. Payment Terms for Sellers: It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT/RTGS mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS/NEFT/RTGS can be given on request. The payment will be made as per the following terms, on production of the requisite documents:

(i) The seller shall submit the bill in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment.

(ii) Office of the Unique Identification Authority of India shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding paras.

(iii) The term "payment" mentioned in this para includes all types of payment due to the seller arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.

(iv) Wherever applicable all payments will be made as per schedule of payments to be decided in the agreement.

(v) TDS, as applicable, will be recovered from the bill.

6. Advance Payments: No advance payment(s) would be made.

1. Paying Authority:

PAO, UIDAI HQ, Planning Commission, 2nd Floor, Tower-1, Jeevan Bharti Building, Connaught Place, New Delhi – 110 001.

The payment of bills will be made on monthly basis and for extra Km run shall be made on completion of one year or 30000 km, whichever is earlier subject to tax deduction at source and any penalty if applicable, on submission of the following documents (as applicable) by the seller (successful bidder) to the Paying Authority along with the bill:

- i. Ink-signed copy of seller's bill.
- ii. Copy of Contract.
- iii. Performance Bank guarantee / Indemnity bond.
- iv. 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).
- v. Any other document / certificate that may be provided for in the contract.

7. Risk & Expense clause:

1. Should the services or any instalment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the services or any instalment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

2. Should the services or any instalment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER 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.

3. In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to procure from any other source as he thinks fit, other services of the same or similar description to make good:-

a. Such default.

b. In the event of the contract being wholly determined the balance of the services remaining to be delivered thereunder.

4. Any excess of the purchase price paid for any services procured from any other supplier shall be recoverable from the SELLER. Such recoveries shall not exceed 10% of the value of the original contract."

8. Force Majeure clause:

a. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

- c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- e. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

9. Buy-Back offer – Individual users or the interested officials of UIDAI may opt for buying the vehicle for his/her own use on completion of the leasing period by paying the foreclosure (residual) value of the vehicle applicable at that time on mutual agreement basis.

10. Earliest Acceptable Year of Manufacture: June, 2014 or later.

11. Transportation: A Transportation clause, on the following lines, will form part of the contract placed on the successful Bidder –

The stores shall be delivered at UIDAI HQ, Jeevan Bharti Building, Connaught Circus, New Delhi-110 001. Seller will bear the costs and freight necessary to bring the goods to the destination. The Seller also has to procure all necessary insurance against the Buyer's risk of loss of or damage to goods during the carriage. The Seller will contract for insurance and pay the insurance premium.

12. Warranty:

a. The following Warranty will form part of the contract placed on the successful Bidder –

- i. The Seller warrants that the services supplied under the contract conform to the specifications prescribed and shall be performed according to the said specifications.
- ii. The Seller also warrants that necessary service and repair back up during the warranty period of the vehicles shall be provided by the Seller and he will ensure that the downtime is within the specified timeframe(s).
- iii. If a particular vehicle requires unusually frequent maintenance and / or has serious manufacturing defects, the complete vehicle shall be replaced free of cost by the Seller within a stipulated period of 30 days of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance by the Buyer.

Part V – Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria:** The broad guidelines for evaluation of Bids will be as follows:

Only those Bids will be evaluated which are meeting all the eligibility and qualifying requirements, as stated in Part-II of the RFP.

2. The technical bid (Bidder's eligibility) will be evaluated by the Buyer with reference to eligibility criteria laid down in Part II of the RFP. The price bids of only those bidders will be opened whose technical bids would clear the technical evaluation.

3. The lowest bid will be as given below:

Monthly quoted rate + $\{(30,000/12)/\text{Mileage (ARAI)}\} \times \text{fuel cost per litre}$

Monthly quoted price of the particular bidder will be taken as per price bid format give in Annexure B.

4. If there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price prevail and the total price will be corrected. If there is discrepancy between words and figures, the amount in words will prevail for calculation of price.

5. The lowest acceptable bid will be considered for placement of contract/supply order after complete clarification and price negotiation as decided by the Buyer. The Buyer will have the right towards contract to different bidders through apportionment of quantity.

(Signature of the Bidder)

(NK Sharma)
Deputy Director (Admin)
Tower – 1, 2nd floor
Jeevan Bharti Building
New Delhi- 110001
Tel : 011-23466842

PROFORMA FOR TECHNICAL BID/BIDDER ELIGIBILITY

<u>Sl No</u>	<u>Particulars</u>	
i)	Name of the Bidding Agency	
ii)	Nature of the concern : (i.e. Partnership of firm/company)	_____ Copies attached (page no)
iii)	Full Address	
iv)	Mobile No and E-mail ID	
v)	Registration of the Agency	Attach attested copies of the Registration documents (Page no)
vi)	VAT and Service Tax Registration	Attach attested copy of the Registration document (page no)
vii)	Details of major contracts handled satisfactorily performance in last three years along with supply order copies.	Copies attached (page no _____)
viii)	Financial turnover of the Agency for financial year 2011-12, 2012-2013 & 2013-14)	Attach financial statement certified by the CA (page no _____)
ix)	Income Tax Returns for year 2011-2012, 2012-2013 and 2013-2014	
x)	Bankers certificate of bank account maintenance for the last three years	Attach (Page No _____)
xi)	Self Certificate for non-blacklisting.	Attach Certificate as per format "C" (Page no _____)
Xii)	PAN Number	Yes/No, if Yes attach photocopy (Page No _____)

DECLARATION

1. I, _____ Son / Daughter / Wife of Shri _____ Proprietor/Director/authorized signatory of the Agency mentioned above, is competent to sign this declaration and execute this tender document;
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 fact 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.

Date:
Place:

Signature of authorized person
Full Name:

SEAL

PROFORMA FOR FINANCIAL BID

DRY LEASING OF VEHICLES – 24x7x365

- I) Total hours of operation – 24 hrs
- II) Year of Manufacturing: June 2014 or later.
- III) Period of leasing – 01 year, subject to satisfactory performance of the bidding agency. It could be extended for a period of further 2 years, on a year-to-year basis.
- IV) Driver and Fuel shall be provided by the UIDAI.
- V) Maintenance & Service, spares, Insurance, Road Tax & other statutory levy are to be provided by the bidding agency.

Category	Make/Model	Year	Required no of Vehicles	Monthly Lease Rental per vehicle (in INR)	Total monthly Amount [in INR]	Rate per Km for extra run (In INR)
'C' Segment (Sedan)	Honda City or Equivalent		02			

Amount in words:

a) Monthly Lease Rental/Vehicle (INR) : _____

b) Total Monthly amount (INR) : _____

Signature of Tenderer
(With Stamps of the firm)

Name of Authorized Signatory:

SEAL

(On letterhead of firm)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s (name & address of firm) is neither blacklisted by any Government Department nor any criminal case is registered against the firm.

Name & signature of Proprietor/authorized signatory