

D-11018/39/2018-UIDAI  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

2<sup>nd</sup> Floor, Tower I, Jeevan Bharti Building,  
Connaught Circus, New Delhi 110001

Dated : 7<sup>th</sup> March, 2018

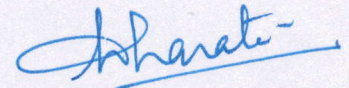
**NOTICE**

**Subject: e-Procurement for providing “Catering Management Service and running of Canteen” at UIDAI HQ building through CPP Portal.**

An RFP is floated vide notice No. D-11018/39/2018-UIDAI dated 07/03/2018 for e-Procurement of “Catering Management Service and running of canteen” through CPP Portal ([www.eprocurement.gov.in](http://www.eprocurement.gov.in)) for UIDAI HQ building. Accordingly, bid is uploaded on CPP Portal and the official website of UIDAI ([www.uidai.gov.in](http://www.uidai.gov.in)). The important dates of the Bid submission are as under:

<b>CRITICAL DATE SHEET</b>	
Published Date	07.03.2018 at 1600 hrs
Pre-Bid Meeting	13.03.2018 at 1500 hrs
Clarification / corrigendum to be uploaded on the CPPP Portal	16.03.2018 at 1600 hrs
Bid Submission Start Date	17.03.2018 at 0900 hrs
Bid Submission End Date	28.03.2018 at 1500 hrs
Technical Bid Opening Date	02.04.2018 at 1100 hrs
Financial Bid Opening Date	Will be communicated later.

Note: For any query/clarification, send mail to [ratnesh.bharati@uidai.net.in](mailto:ratnesh.bharati@uidai.net.in)



(RATNESH BHARATI)  
DY.DIRECTOR (ADMN.)  
Ph.no.23466842

**No. D-11018/39/2018-UIDAI**

**Online-NIT for providing  
Catering Management Service and running of canteen**

**At**

**UNIQUE IDENTIFICATION AUTHORITY OF INDIA**

**New Delhi-110001**

**2018**



## SECTION I – Invitation to Bid

This invitation is online bid for “Catering Management Service and running of canteen” at UIDAI Headquarter, New Delhi”.

- 1.1 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 2.1** should be submitted online only through 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 Clause 1.12**. The bidders/Contractors are advised to follow the instructions provided in the Instructions to the bidders/Contractors 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 with black and white option, which helps in reducing size of the scanned document.**  
**Manual bids shall not be accepted.**
- 1.2 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.
- 1.3 The bidder, who has downloaded the tender from the UIDAI website [www.uidai.gov.in](http://www.uidai.gov.in) and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with UIDAI.
- 1.4 Intending bidders are advised to visit again UIDAI website [www.uidai.gov.in](http://www.uidai.gov.in) and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of bid for any corrigendum / addendum/ amendment.
- 1.5 Bids will be opened as per date/time as mentioned in the **Clause 1.12 (c)**. After online opening of Technical-Bid, the results of their qualification as well Price-Bid opening will be intimated later.
- 1.6 The bidder shall be required to submit **Earnest Money Deposit (EMD) of Rs.3.00 lakh (Rupees Three lakh only)** in the form of DD/ Banker’s Cheque in favour of “UIDAI”, Payable at New Delhi, **failing which the Bid submitted by the Bidder shall not be entertained and shall be summarily rejected.**
- 1.7 The Bidder is required to pay **Rs. 100/- (Rupees One Hundred Only)** towards “**Tender Fee**”, at the time of submission of Bids, in the form of a Demand Draft/Banker’s Cheque, **failing which the Bid submitted by the Bidder shall not be entertained and shall be summarily rejected.** The “Tender Fee” is non-refundable.
- 1.8 The Bank Demand Draft should be drawn from a Scheduled Bank in favour of “UIDAI” and payable at **New Delhi. The Bid Document Fee is non-refundable. Scanned copy of the original instrument/s shall be uploaded.**

1.9 The Hard Copy of original instruments in respect of cost of tender (**Tender Fee**) document, Earnest Money Deposit (**EMD**), original copy of affidavits, and credit facility certificate should be delivered to the address as mentioned in the **Clause 1.12** (b) on or before bid opening date/time as mentioned in critical date sheet. In case of failure, it will be sole responsibility of the bidders at his/her risk and responsibility, and such bids shall be rejected summarily.

1.10 Exemption regarding Tender Fee and EMD is applicable as per Govt. norms.

1.11 The Bid Document is not transferable.

### **1.12 Schedule for Invitation to Bid**

a) Name of the Purchaser:

**The CEO, UIDAI acting through the Deputy Director (Admin),  
Unique Identification Authority of India, Ministry of Electronics &  
Information Technology, Govt. of India (GoI),  
3<sup>rd</sup> Floor, Tower II, Jeevan Bharati Building,  
Connaught Circus, New Delhi– 110001.**

b) Name of the Contact Person for any clarification :

**Sh. Ratnesh Bharati**, Deputy Director (Admin),  
Tel (O): 011-23466842  
**UIDAI**, 2<sup>nd</sup> Floor, Tower I, Jeevan Bharati Building,  
Connaught Circus, New Delhi– 110001

**Queries, if any, should be submitted via E-mail to [ratnesh.bharati@uidai.gov.in](mailto:ratnesh.bharati@uidai.gov.in)**

c) **Important Dates:**

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

<b>CRITICAL DATE SHEET</b>	
Published Date	07.03.2018 at 1600 hrs
Pre-Bid Meeting	13.03.2018 at 1500 hrs
Clarification / corrigendum to be uploaded on the CPPP Portal	16.03.2018 at 1600 hrs
Bid Submission Start Date	17.03.2018 at 0900 hrs
Bid Submission End Date	28.03.2018 at 1500 hrs
Technical Bid Opening Date	02.04.2018 at 1100 hrs
Financial Bid Opening Date	Will be communicated later.
Validity of Tender	90 (Ninety) days from the date of bid opening

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

### 1.13 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. 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: <https://eprocure.gov.in/eprocure/app>

#### i. Registration

- a) Bidders are required to enrol 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.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) 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.
- d) 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.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their “DSC” to others, which may lead to misuse.
- f) Bidders then login to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### ii. Searching for tender documents

- a. 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.
- b. 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.

- c. 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.

### iii. Preparation of bids

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b. 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 names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c. 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/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d. 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 repeatedly. This will lead to a reduction in the time required for bid submission process.

### iv. Submission of bids

- a. 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.
- b. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidder has to select the payment option as “**offline**” to pay the “Tender Fee”/ “EMD” as applicable and enter details of the instrument. Scan the original instruments and upload.
- d. Bidder should prepare “EMD” as per the instructions specified in the tender document. The original financial instruments should be posted/couriered /given in person to the concerned official, on or before the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, sent physically, should tally with the details available in the scanned copy and the data entered during bid submission. Otherwise, the uploaded bid will be rejected.
- e. 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 coloured (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 filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- f. The server time (which is displayed on the bidders 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.
- g. All the documents to be 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.
- h. 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.
- i. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- j. 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.
- k. 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.

#### **1.13.5 Assistance to bidders**

- a. 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.
- b. 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 1800 3070 2232.

## SECTION II- Instruction to Bidders

### 2.1 Online Bids Submission Process

- 2.1.1 The bid shall be submitted Online (complete in all respect) must be uploaded on <https://eprocure.gov.in/eprocure/appas> in **Two packets i.e. Two bids (technical bid and price bid)**, and bidder must follow the procedure as detailed in the Clause 1.13 (iv).
- 2.1.2 The bid shall be submitted online in “**Packet-1**” consisting Two parts (Part I & Part II) and “**Packet -2**” consisting Bill of Quantity(BOQ) in excel sheet viz.,

#### Packet 1

- Part I –Tender Fee + EMD (scanned copies of original instruments to be uploaded)
- Part II – Annexure ‘A’, Annexure ‘C’ and all other requisite documents as per bid duly signed by the authorized signatory, shall be uploaded.

#### Packet 2

- Price Schedule/BOQ in the form of BOQcanteen.xls

- 2.1.2 All the attachments duly signed by the authorized signatory should be uploaded in \*.PDF format except the “**Price Schedule/BoQ**” which should be \*.xls format viz BOQcanteen.xls (Format given in Annexure ‘B’).
- 2.1.3 The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.
- 2.1.4 All the prospective bidders who have submitted his/her bid online implies that he or she has understood and accepted all the terms and conditions of the bid uploaded on CPP Portal.

### 2.2 Commercial/Price Bid

- 2.2.1 The item-wise rates shall be quoted in “**Price Schedule/ BOQ**” in Excel Sheet provided as “BOQcanteen.xls ” at <https://eprocure.gov.in/eprocure/app>. The Bidders are advised to download this “BOQcanteen.xls ” as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. The 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, bid shall be completely rejected and EMD would be forfeited and the bidder is liable to be banned from doing business with UIDAI.
- 2.2.2 The bidder shall carry out the detailed study of the bid document to understand the requirement of UIDAI and accordingly, shall submit/upload the bid in compliance to all the terms and conditions of the bid. Non-compliance of any terms and conditions would be sole responsibility of the bidder which may lead rejection of the bid.



## 2.3 Firm Prices

- 2.3.1 Prices offered/quoted should be firm and final and shall not be increased on any account whatsoever except the statutory requirements such as GST, minimum wages as per Govt. directions, etc.
- 2.3.2 The Commercial bid should clearly indicate the price including all taxes, duties, fees, levies, etc as applicable in relation to the activities proposed to be carried out except GST which will be paid extra as applicable from time to time.
- 2.3.3 Wages including PF & ESI contributions for personnel deployed (four) for catering service, shall be quoted in compliance to the minimum wages act as applicable except GST which will be paid extra as applicable from time to time, otherwise bid may lead to rejection.
- 2.3.4 Rent for vending machines (Three) shall be quoted including maintenance expenditure and other applicable taxes except GST which will be paid extra as applicable from time to time.

## 2.4 Discount

- 2.4.1 The Bidders are advised not to indicate any separate discount. Unconditional Discounts, if any, should be merged with the quoted prices. Discount of such type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, the UIDAI shall avail such discount at the time of awarding the contract.

## 2.5 Earnest Money Deposit (EMD)

- 2.5.1 The Bidder shall furnish, as part of its bid, a EMD of the amount mentioned in **Clause 1.6**.
- 2.5.2 The bid security is required to protect the UIDAI against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to **Clause 2.5.7**.
- 2.5.3 The bid security shall be denominated in Indian Rupees, and shall be in the form of a Bank Guarantee issued by a Scheduled Bank, in the proforma provided at **Annexure- 'E'** in the Bid Document and shall be valid for **60 days** beyond the bid validity period.
- 2.5.4 Any bid not secured in accordance with Clauses 1.6 & 1.7 would be rejected by the UIDAI as non-responsive.
- 2.5.5 The EMD of the successful Bidder will be discharged within a week after signing of contract.
- 2.5.6 The EMD of the non-qualified bidders will be returned within a week after finalization of the bid with no interest liability.
- 2.5.7 The EMD may be forfeited:

- a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or
- b) In the case of a successful Bidder, if the Bidder fails:
  - (i) to sign the Contract in accordance with Clause 2.15;
  - (ii) to furnish performance security in accordance with Clause 2.16.

## **2.6 Period of Validity of Bids**

- 2.6.1 Bids shall remain valid for 90 days from the date of bid opening prescribed in the bid clause 1.12(c). A bid valid for a shorter period may be rejected by the UIDAI as non-responsive.
- 2.6.2 In exceptional circumstances, the UIDAI may ask the Bidder to extend the validity of the Bid suitably and accordingly, bid security shall be extended. However, the Bidder shall not be permitted to modify its bid.

## **2.7 Format and Signing of Bid**

- 2.7.1 All attachments as per bid including Annexure 'A' & Annexure 'C' shall be signed and stamped by the bidder or Authorized signatory duly approved from HR / legal Cell of the bidder.
- 2.7.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder/Authorised signatory and duly sign the corrections, if any.

## **2.8 Terms and Conditions of Bidders**

- 2.8.1 Printed terms and conditions (General Conditions) of the Bidders shall not be considered as forming part of their Bids.
- 2.8.2 Bids with any deviations from the specifications as mentioned in the Schedule of Requirements (SoR) under Section III, shall not be accepted.

## **2.9 Address for Correspondence**

The Bidder shall fill up complete official address, place, and email in the technical bid proforma (Annexure 'A') to make official correspondences.

## **2.10 Opening of Bids by UIDAI**

- 2.10.1 Online bids (complete in all respect) received along with requisite “**Tender Fee and EMD**” in the form of Demand Draft/ Banker's Cheque received in original (Physically)/valid & genuine exemption certificate, if any, will be opened as per schedule mentioned in the Clause 1.12(c).

2.10.2 The Bids received without EMD/Tender fee in original/Valid & genuine exemption certificate as per Govt. Norms, may be rejected straight way. The original instruments of EMD and Tender Fee should reach this office on or before the last date of bid submission as mentioned in the Clause 1.12(c). Delay, if any, shall be sole responsibility of the bidder which may lead to rejection of the bid.

2.10.3 A duly constituted committee will open the bids received on or before the due date and time.

## **2.11 Technical Evaluation of the Bids:**

2.11.1 Evaluation of the bids will be online and offline both by a duly constituted committee in UIDAI, and outcome duly approved by the Competent Authority will be uploaded as per the online process.

2.11.2 The committee will evaluate all the bids received on or before the scheduled date and time in compliance to all the terms and conditions in the bids. The committee is entitled to seek required clarification from any/all the bidders, if any.

2.11.3 The bids complying all terms and conditions given in the bid would be considered as technically qualified and would be considered for opening of commercial bids with the approval of Competent Authority.

## **2.12 Commercial Evaluation**

2.12.1 A duly constituted committee will evaluate all the technically qualified bids as per the schedule declared in due course of time.

2.12.2 The item-wise offered price uploaded in “**Price Schedule/BOQ**” as per the given format in excel sheet, shall be considered for the purpose of commercial evaluation. Mathematical/Calculation error, if any, shall be rectified by the committee before commercial evaluation.

2.12.3 The excel sheet **BOQcanteen.xls** includes three parts:

- I. Total wages/ month of **four personnel** exclusively deployed for managing floors & meetings at UIDAI and no extra charge would be paid except GST as applicable (Appendix I).
- II. Total cost of item-wise Canteen eatable as mentioned ‘X’ (Appendix II).
- III. Total Rent of  **vending machines** except GST as applicable (Appendix III).

2.12.4 The qualified bidder quoting the minimum/least price (sum of rates quoted under clause 2.12.3 (I+II+III)) would be declared as L1 with the approval of Competent Authority and accordingly, contract will be awarded.

2.12.5 If the quoted price ties, the preference would be given to the bidder having maximum number of performance certificates for Catering Management Service or running of canteen executed during last three financial years, would be given priority.

### **2.13 UIDAI's Right to Vary Scope of Contract at the time of Award**

2.13.1 The UIDAI has the right to increase or decrease the scope of the work by 30% of the contractual value or as per actual requirement/consumption, within the **Contract Period**.

2.12.3 UIDAI has Right to Accept/Reject Any Bid or All the Bids.

2.12.4 The UIDAI reserves the right to accept any bid, and to annul the Bid process and reject all bids at any time prior to award of Contract, without assigning any reasons and incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s).

### **2.13 Clarification**

When deemed necessary, the UIDAI may seek clarification on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance or price quoted in the bid submitted online.

### **2.14 Notification of Award**

2.14.1 Prior to expiry of bid validity/extended period, the UIDAI will notify the successful Bidder in writing by registered letter or by fax or email that his/her bid has been concluded and accepted as a successful bidder including Contract Form/Agreement (**Annexure-‘D’**) provided in the Bid Document, incorporating all agreements between the parties).

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

2.14.3 UIDAI will notify each unsuccessful bidder and their EMD will be discharged within a week on furnishing the performance bank guarantee by the successful bidder.

### **2.15 Signing of Contract**

2.14.1 The successful bidder shall submit Performance Bank Guarantee (PBG- 10% of Contractual value) within 7 working days from the date of receiving the notification of award.

2.14.2 Within **10 working days** from the date of receipt of the Contract Form, both the parties shall sign two copies of the contract with date on a Stamp paper (provided by service provider) of Rs 100/-.

### **2.15 Performance Security**

- 2.15.1 Within 21 **days** of the receipt of notification of award from the UIDAI, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Contract Performance Guarantee Bond valid for a period of 60 days beyond the contractual period, prescribed at **Annexure 'E'**.
- 2.15.2 In case the lowest bidder withdraws his/her offer, re-tendering should be resorted to. While retendering RFP may not be issued to the vendor who had backed out and EMD, if any, of such a firm should be forfeited.

## **2.16 Bidders' Eligibility Criteria:-**

Prospective Bidders shall submit duly signed and stamped Tender Document (amendments, if any) by the Authorized signatory with the following documents:

- 2.16.1 The bidder should have registered Main/Branch office in the jurisdiction of NCT Delhi (upload self-attested copy of evidence).
- 2.16.2 The bidder should have a valid license from Food Safety and Standards Authority of India (FSSAI) (Upload self attested copy with technical bid).
- 2.16.3 The bidder should have **minimum experience of two years of Catering Management Service or running of canteen** in any Central or State organizations/PSU/Autonomous body/ Institution/Corporation/Establishment/Pvt. reputed Agency during last three years ending on 31.03.2017 (2014-15, 2015-16 and 2016-17) as under:
- a. Three similar completed works costing not less than the amount equal to Rs.09.00 lakh  
or
  - b. Two similar completed works costing not less than the amount equal to Rs.15.00 lakh  
or
  - c. One similar completed work costing not less than the amount equal to Rs.24.00 lakh
- 2.16.4 **Performance Certificate:** The bidder should have completed atleast two contracts of **Catering Management Service or running of canteen** during last three years ending on 31.03.2017 (2014-15, 2015-16 and 2016-17) in any Central or State organizations/ PSU/ Autonomous body/ Institution/ Corporation/ Establishment/ Pvt. reputed Agency.
- 2.16.5 P.A.N. Number in the name of the Bidder
- 2.16.6 GST Registration in the name of Bidder.
- 2.16.7 The bidder should have a valid Labour license, EPFO registration, ESIC registration,
- 2.16.8 Undertaking in favour of compliance towards Income Tax Returns for last three financial years i.e. 2014-2015 to 2016-2017.



- 2.16.9 Letter of authorization in favour of the person signing/uploading the bid and represent his/her company for this contract.
- 2.16.10 Registration Certificate of Proprietor/Agency/Firm/Partnership Company under company act 1956/2013
- 2.16.11 Financial turnover of Rs15.00 lakh of the Firm/Agency for financial year 2014-15, 2015-2016 and 2016-17) Attach financial statement certified by the CA
- 2.16.12 Undertaking/certificate to the effect that it has not been blacklisted/no criminal cases pending against the entity by and no near relative declaration (Annexure-‘C’).

(N.B.: Self-certified copies as proof shall to be attached.)

UIDAI, HQ reserves the right to verify/confirm all original documentary evidence submitted by the bidder in support of above-mentioned clauses of eligibility criteria.

## 2.17 **Rejection Criteria**

### 2.17.1 **Bid Rejection Criteria**

The following vital conditions should be strictly complied. Failure, if any, may invite the bid rejection:

a. Offers of the following kinds **will be rejected**:

- i. Offers made without EMD and Tender Fee or exemption certificate as applicable.
- ii. Offers, which do not conform validity of the bid for 90 days from the date of opening of bid.
- iii. Offers, which do not conform UIDAI’s commercial bid format.
- iv. Offers where prices are not firm during the entire duration of the Contract and / or with any qualifications.
- iv. Any other criteria, which UIDAI seems fit to reject such as non compliance of statutory requirement.
- v. Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected.
- vi. Any alteration / overwriting / cutting in the bid (commercial) should be duly countersigned else, it will be out rightly rejected.
- vii. Conditional bid, if any, shall be rejected.

## 2.18 **Cost of Bid Document**

- 2.18.1 The Bidder is required to pay **Rs.100/- (Rupees One Hundred Only)** towards Bid Document Fee, at the time of submission of Bids, in the form of a Bank Demand

Draft, failing which the Bids submitted by the Bidder shall not be entertained and shall be summarily rejected. The Bank Demand Draft should be drawn on a Scheduled Bank in favour of “UIDAI” and payable at **New Delhi. The Bid Document Fee is non-refundable.**

2.18.2 The Bidder shall bear all costs associated with the preparation and submission of online bids, including clarification of the bids, if so desired by the UIDAI and in no case, UIDAI shall be responsible or liable for the cost incurred, regardless of the conduct or outcome of the Bidding process.

## **2.19 Documents required as under:**

### **2.19.1 For Technical Bid:**

- a. The bidder shall scan and upload the original financial instruments in respect of **Tender Fee of Rs.100/- & Earnest Money Deposit (EMD) of Rs.3.00 lakh** as a part of online bid submission and Hard copy of Original instruments should reached to this office as per the scheduled mentioned in clause 1.12 (c) and address mentioned under clause 1.12. (b). Delay, if any, shall be responsibility of the bidder.
- b. The Bidder shall scan & upload duly filled, signed and stamped Technical Bid proforma as given in **Annexure –‘A’** by the bidder or Authorized Signatory including all attachments required as per the bid as a part of online bid submission.
- c. The Bidder shall scan & upload the undertaking as **Annexure –‘C’** duly signed & stamped by the authorized signatory as a part of online bid submission.

### **2.19.2 For Financial Bid:**

- a. The bidder shall fill up all the offered rate/price carefully in “**Price Schedule/BOQ**” in the form of “**BOQcanteen.xls**” and should “**upload**” as a part of financial bid submission in the format attached as **Annexure ‘B’**.

2.20 The bidders are advised to inspect the premises etc. where the services are required to be offered and assess for requirements themselves on xxx hrs xxxx.2018.

## Section III- SCOPE OF SERVICES

### 3 (a). Catering & Management Services

- 3.1 The Unique Identification Authority of India (UIDAI) is a statutory authority under the Ministry of Electronics and Information Technology (MeitY), Govt. of India located its Headquarter at Bangla Sahib Road, behind Kali Mandir, Gole Market, New Delhi would like to avail the services of reputed Catering Agencies/ Contractors to run the canteen.
- 3.2 UIDAI Headquarter Building (G+9 floors) accommodates 2 full size conference halls with 80 & 88 seating capacity, one mini conference hall on each floor and around 400 officers/officials and there would be an average 100 footfalls daily. The contractor has to make arrangements of serving tea/coffee/soups/snacks, etc. at all floors except 1st & 2nd floor of G+9 storey building.
- 3.3 UIDAI Canteen has dining area which can accommodate around 80 persons at a time. The Canteen will be kept open for services from Monday to Friday or as and when required and Canteen will be closed **one day in a week** for deep cleaning process.
- 3.4 Contractor may be required to serve about 50-70 lunches and 80-100 morning/evening snacks and tea/coffee/soup 1000-1200 on an average per day. This number may vary on day to day basis. The order may be over intercom also.
- 3.5 UIDAI conducts various meetings with Ministries, Departments, Organizations, Foreign Delegations and channel partners being a technology oriented organization and most of the staff works 8-10 Hrs. The contractor has to make arrangements of serving tea/coffee/soups/snacks/ lunch, etc. during office hours.
- 3.6 The contractor may also serve Packed/buffet Lunch as desired by UIDAI. Any eatable, from outside, if required during meetings would be paid not more than MRP. In cases of failure, UIDAI is free to get supply from the market.
- 3.7 The bidder shall install vending machine of Fresh milk, tea/coffee/soup on 8th & 9<sup>th</sup> Floor or as per the requirement of UIDAI on rent basis and shall deploy four personnel (or as per actual requirement) exclusively for UIDAI to manage catering services. UIDAI will reimburse the wages of **four** personnel to be deployed for catering services for the floors and shall pay the rent of the vending machines. The successful bidder shall be sole responsible for the operation and maintenance of the vending machines installed in UIDAI.
- 3.8 The contractor shall also deploy atleast six personnel (Manager, cook, cleaner, helper, etc.) or as per requirement to run the canteen including catering, shall purchase required quality materials/ingredients for preparing food, cleaning of utensils/kitchen appliances/furniture etc. and serve the food as per menu list. The contractor shall take into consideration the said requirement while quoting the rates of the items.
- 3.9 The contractor will make arrangement of trolleys to serve tea, coffee, soup on each floor twice in a day and accordingly make arrangement of catering.
- 3.10 All grocery items should be of high quality (preferably with FSSAI approved) only and all packed items (biscuits, fruit juice, etc) should be sold at MRP.

- 3.11 All food items should be cooked in Refined Oil (FSSAI approved product only). Milk (buffalo/cow), Tea-leaves/powder, coffee powder of standard quality should be used.
- 3.12 Weekly menu should be decided one week in advance **by a duly approved committee consisting members of Admin Division, Estt. Division, Finance Division and a representative of the successful bidder.**
- 3.13 Disposal of Wet and Dry garbage daily outside and away from UIDAI premises to be arranged by the Canteen Contractor as per NDMC directions.
- 3.14 The contractor would supply tea/coffee/soups/snacks/ lunch, etc. against either coupons issued to UIDAI officers/officials or a written & stamped requisition from PS to CEO/OSD/DDG (or PS)/ADG/ DD (Admin) and the same shall be verified by Admin Division while making payment.
- 3.15 In addition to this, if anybody desires to have tea/coffee/soups/snacks/lunch, etc. without coupons or requisition, he/she may have the same by paying individually to the contractor.

### 3 Schedule of Requirement (SoR)

- i. Vending Machine (fresh milk) on rent : **3**
1. Manpower: **4 personnel** (unskilled) to manage catering services exclusively of 8<sup>th</sup> & 9<sup>th</sup> floors during meeting and during meetings on other floors as and when required.
  2. Rate contract of eatable as given under Schedule of items:-

#### Schedule of Items

Menu			
S.No.	Name of Items	Composition/ Description/Quantity	Unit
1.	Tea	Standard Cup 120 ml	Per cup
2.	Lemon tea	Standard Cup 120 ml	Per cup
3.	Green Tea/Ginger Tea/cardamom Tea	Standard Cup 120 ml	Per cup
4.	Coffee	Standard cup 120 ml	Per cup
5.	Veg Soup	Standard Cup 150 ml	Per cup
6.	Tomato Soup	Standard Cup 150 ml	Per cup
7.	Samosa (including matar and dry fruit)	50 gms.	Per piece
8.	Bread Pakora	60 gms.	Per Piece
9.	Butter Slices	Two slices of big size	Per plate
10.	Bread Omelet (1 egg)	Two slices of big size	Per plate
11.	Sandwich	Two slice of biz size	Per piece
12.	Veg cutlet	100 gms	Per piece
13.	Upma/Chowmein	100 gms	Per plate
14.	Idli(2)/vada (2) with Sambhar & chutney		Per plate
15.	Chhole Bhature with salad & pickle/Masala Dosa sambhar with chutney	Two Bhature/one Dosa in one plate	Per plate
16.	Besan burfi/Baaloo	Sweet (40 gms after	Per piece

	shahi/coconut barfi/gulab jaamun	wastage)	
17.	Chapati	8cm dia	Per piece
18.	Raita/Curd	150 ml	One bowl of medium size
19.	Dal	150 gms	One bowl of medium size
20.	Subzi	150 gms	One bowl of medium size
21.	Special subzi (paneer/egg curry)	150 gms	One bowl of medium size
22.	Rice with Dal/kadhi/Rajma/subzi or 2 chapati with Dal/kadhi/Rajma/subzi	150 gm +150gms	Half plate
23.	Thali- 4 Tawa roti(8cms dia), dal/ kadhi/ Rajma/subzi, Raita & Salad or Rice +2 chapati with dal/ kadhi/ Rajma/subzi, Raita & Salad	One thali	Full plate
24.	Butter roti/Butter Naan/Lachha Parantha(2), Jeera Rice/Pulao, Dal Makhni/Dal Fry, Shahi paneer/Malai Kofta, Raita & Green Salad, Roasted papad, gulab jaamun	Spl.Thali (Rice one med. Size bowl)	Full plate

- Note:
- i. Any extra item would be included only with prior permission of UIDAI.
  - ii. A Committee including a member of Service Provider duly constituted by the Competent Authority will recommend the cost of extra item.
  - iii. With the approval of Competent Authority, supply of extra item would be commenced.



## SECTION IV - GENERAL CONDITIONS OF CONTRACT

- 4. General Terms and Conditions of Tender:** 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/s (i.e. Service Provider/s in the Contract) as selected by the UIDAI. Failure to do so may result in rejection of the Bid submitted by the Bidder/s.
- 4.1 **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.
- 4.2 **Effective Date of the Contract:** The contract will be valid initially for a period of one year with effect from date of award of the contract. However, the contract may be extended further upto a period of two years on year to year basis on mutual consent at the same terms and conditions. On renewal of the contract, price of the eatables may be reviewed by a duly constituted committee including representative of the service provider, with the approval of Competent Authority.
- 4.3 **Penalty for use of Undue influence:** The Service Provider/s 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 UIDAI 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 Service Provider/s or any one employed by him or acting on his behalf (whether with or without the knowledge of the Service Provider/s) or the commission of any offence by the Service Provider/s 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 UIDAI to cancel the contract and all or any other contracts with the Service Provider/s and recover from the Service Provider/s the amount of any loss arising from such cancellation. A decision of the UIDAI or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Service Provider/s. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Service Provider/s towards any officer/employee of the UIDAI or to any other person in a position to influence any officer/employee of the UIDAI for showing any favour in relation to this or any other contract, shall render the Supplies to such liability/penalty as the UIDAI 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 UIDAI.
- 4.3 **Non-disclosure of Contract documents:** Except with the written consent of the UIDAI/Service Provider/s, other party shall not disclose the contract or any provision,

specification, plan, design, pattern, sample or information thereof to any third party.

4.4 **Liquidated Damages:** In the event of failure of the Service Provider/s to submit the Bonds, Guarantees and Documents, supply as specified in this contract, the UIDAI may, at his discretion, withhold any payment until the completion of the contract. The UIDAI may also deduct from the Service Provider/s as agreed, **liquidated damages** to the sum of **0.5% of the contract price of the delayed/undelivered supplies 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 value of delayed service.**

4.5 **Termination of Agreement:** Without prejudice to what is contained hereinabove, UIDAI, Headquarter shall at its sole and absolute discretion, be entitled to terminate this agreement by giving one month's prior notice in writing of the intention to terminate without specifying any reason(s) without assigning any reason and without payment of any compensation, if :

4.5.1 in the opinion of UIDAI (which shall not be called in question by the Service Provider/s and shall be binding on him/them) the Service Provider/s fails or refuses to implement this agreement to UIDAI's satisfaction, and/or

4.5.2 the Service Provider/s commits a breach of any terms and conditions of this agreement, and/or

4.5.3 the Service Provider/s is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or execution or other process is levied upon or receiver is appointed of any part of the assets or property of Vendor, and/or

4.5.4 for any reason whatsoever, the Vendor becomes disentitled in law to perform his obligations under this agreement, and/or

4.6 There is no variation in the ownership/partnership or management of the Service Provider/s or his business without prior intimation in writing to UIDAI of such variation.

4.7 If, UIDAI, Headquarter notices that the Service Provider/s has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

**4.7.1 Events upon Termination:** In the event of termination of this agreement for any reason whatsoever, the Vendor/or persons employed by him shall not be entitled for any sum or sums whatsoever from UIDAI by way of compensation, damages or otherwise except for the accrued payments till the end date of this Agreement. On termination of the contract, the Service Provider/s shall take steps to withdraw all the services provided in a smooth and orderly manner.

#### **4.7.2 Governing Law and Jurisdiction:**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts of Delhi where UIDAI has its headquarter shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

## 4.8 Force Majeure

Notwithstanding the provisions of tender, the Service Provider/s shall not be liable for forfeiture of its performance security, Penalties or termination for default, if and to the Tender document for a security services at UIDAI, HQ extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 4.8.1 For purpose of this clause, "Force majeure" means an event beyond the control of the Service Provider/s and not involving the Service Provider/s' fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by UIDAI, HQ and its decision shall be final and binding on the Service Provider/s and all other concerned.
- 4.8.2 In the event that the Service Provider/s is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond **05 working Days**, UIDAI HQ has the right to terminate the contract in which case, the contractual guarantees and warranties shall be refunded to him.
- 4.8.3 If a force majeure situation arises, the Service Provider/s shall notify UIDAI, HQ in writing promptly, not later than **2 days** from the date such situation arises. The Service Provider/s shall notify UIDAI, HQ not later than **2 days** of cessation of force majeure conditions. After examining the cases, UIDAI HQ shall decide and grant suitable additional time for the completion of the Work, if required.
- 4.9. **Termination for Insolvency :** UIDAI, HQ may at any time terminate the Contract by giving written notice to the Service Provider/s, if he/she becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider/s, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to UIDAI, HQ.
- 4.10 **Notice:** All notices, requests, claims, demands and other communications between the parties shall be in writing and shall be given (i) by delivery in person or by registered mail, (iii) postage prepaid, or (iv) by facsimile or (v) by electronic mail to the address of the party specified in this Agreement or such other address as either party may specify in writing. All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.
- 4.11 **Dispute Resolution:** In case of any dispute between the Vendor and UIDAI arising out of or in relation to this Agreement, the dispute shall be referred to a sole Arbitrator to be appointed by UIDAI and the decision of such Arbitrator shall be conclusive and binding on both the parties. The arbitration proceedings shall be held in English language and the venue shall be in Delhi and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The Courts of Delhi will have jurisdiction over all legal disputes under this Agreement.
- 4.12 **Transfer and Sub-letting:** The Service Provider/s 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.

- 4.13 **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.
- 4.14 **Taxes and Duties:** The price shall include all applicable taxes, duties, levies, statutory obligations, etc except GST which would be paid extra as applicable.
- 4.15 **Fall Clause:** Fall clause is a price safety mechanism in rate contracts. The fall clause provides that if the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly. Other parallel rate contract holders, if any, are also to be given opportunity to reduce their price as well, by notifying the reduced price to them and giving them 15 (fifteen) days' time to intimate their revised prices, if they so desire, in sealed cover to be opened in public on the specified date and time and further action taken as per standard practice. On many occasions, the parallel rate contract holders attempt to grab more orders by unethical means by announcing reduction of their price (after getting the rate contract) under the guise of Fall Clause. This situation is also to be dealt with in similar manner as mentioned earlier in this paragraph. It is, however, very necessary that the purchase organizations keep special watch on the performance of such rate contract holders who reduce their prices on one pretext or other. If their performances are not up to the mark, appropriately severe action should be taken against them including deregistering them, suspending business deals with them, terminating the contract, etc.

#### **4.16 Payment to Canteen contractor**

- 4.16.1 The Payments to the canteen contractor will be made monthly on the basis of the bill and as per the services provided by the canteen contractor.
- 4.16.2 The contractor shall submit the bills along with a summary of coupons and requisitions (duly signed by entitled officer/official) in a desired format with signed and stamped.
- 4.16.3 Monthly bills shall be submitted in duplicate as specified in contract and duly certified by the designated officer of UIDAI HQ. The copy of service tax paid challan for the previous month/quarter as the case should be produced along with the bills for payment including a certificate that ensures payment of wages to the deployed personnel. The copy of certificate indicating all the employees of the canteen contractor have been paid the wages as per minimum wages act will also be attached in the bill.
- 4.16.4 All payments to canteen contractor shall be made subject to deduction of TDS (Tax deduction at Source) as per the income-Tax Act, 1961 and other taxes if any as per Government of India rules made applicable from time to time.
- 4.16.5 All cash & credit transactions will be handled by Service Provider. UIDAI may be provided eatables on credit basis. The bills of reimbursement (meetings) shall be paid fortnightly and routine bills will be paid on monthly basis.

#### 4.17 UIDAI reserves the right to impose Penalty in following cases:-

**Penalties Clause:** The following penalties may be imposed on the Service Provider on the recommendations of the CEO, DDG, ADG and Officer In-charge of Canteen. The cumulative penalties shall be compiled and the amount deducted from the payment of monthly bills submitted by the Service Provider:

<b>Sr. No.</b>	<b>Types of Service Deficiency/ Default</b>	<b>Severity Level</b>	<b>Penalty Rs.</b>
1.	Non-Deployment of the Manpower (per day) against absentee.	1	Rs. 500/-
2.	Poor services, improper upkeep or cleaning, (per occasion per day per floor)	1	Rs. 500/-
3.	Non-Standard supply of eatables per occasion	1	Rs. 500/-
4.	Not in proper uniform (per person/day)	1	Rs.500/-
5.	Delay or Non supply of eatables per day	1	Rs.500/-
6.	Misbehavior by canteen personnel per occasion in addition to removal	2	Rs.1000/-



## **Section V - Special Conditions of Contract (SCC)**

### **5. Special Conditions of contract**

- 5.1 The Service Provider shall procure, prepare and serve all items mentioned under **schedule of items**, and shall compliance to all statutory obligations towards Taxes & duties enforceable, minimum wages act, etc by Government from time to time, however, the offered rate/price of the items shall remain fixed during period of contract and will not increase in any case except statutory obligations which will be paid as per actual.
- 5.2 Use of LPG gas is strictly prohibited. Fuel to be used for cooking (Electricity) would be provided by UIDAI free of cost.
- 5.3 The contractor shall provide at his own expenses crockery, cutlery, cooking utensils, glassware and other articles in a clean, neat and hygienic condition.
- 5.4 The contractor should attend the meeting of canteen committee whenever he is called up to do so. This is mainly to keep a check on the quality/quantity of food being served. If the quantity/quality of food served or service rendered by the contractor is not satisfactory at any point in time, the competent authority or anyone authorized by him is entitled to initiate action deemed necessary including immediate termination of contract without notice to the contractor.
- 5.5 The rates of each item should be quoted in words and figures in the rate schedule attached. The rate list and menu approved by UIDAI should be displayed properly.
- 5.6 The UIDAI will provide following items to the approved contractor :-
- a) Rent free canteen and pantry space
  - b) Free Water
  - c) Free electricity in canteen hall and pantry
  - d) Furniture required/approved will be supplied before start of canteen service.
  - e) The following tentative kitchen appliances would be provided and installed before start of canteen service: Combi-Oven with all accessories (06-trays capacity)- Latest model -01, Double basket Table top deep Fat fryer (Electric) -01, Commercial Induction Plate (Product Power-320-2008 W)-02, Voltage: 200-230 V, SS Work Table with storage rack beneath it-12, Size: 48" x 24" x 34" or as per Space availability in Kitchen 04 trays storage rack (SS) (with 04 shelves)- 02, SS Pot Rack (with 04 shelves-01, Fully automatic Dish-washer (Foot-Type)- 01, SS Sink-02, SS Two door Refrigerator-01, Chest Freezer-(Capacity 500 lts.)-01, Commercial Double sandwich Griller (2.5 KW)- 01, SS Hot Baine-Marie – with Tray-slide & overhead shelve(05 GN pan 1/1 and 02 round soup Container) -01, Commercial Micro-wave Oven (20 Lts each)- 02, Tea-Coffee/Soup Dispenser-01, Ice-Tea/Cold Coffee Dispenser-01, Electric Kettle (02 lts Capacity)-02, Up-right Visi-Cooler (1000-1100 Lts. Capacity)- 01, Display Counter with Three shelves-01, SS bins 20" x 20" x 24"-02, SS Exhaust Hood with SS Waffle Type Oil Filter as per Drawings Requirement, Exhaust Hood Ducting as per site requirement, Wall Cabinets with Lock facility as per availability of space, Staff – uniform Lockers – 09 (at changing Room), Cash Counter Desk with storage facility- Latest model-01, Drinking Water Cooler with RO-01) shall be equipped in kitchen.

- f) The successful bidder shall maintain (AMC) the above mentioned kitchen appliances from the original equipment manufacturer (OEM) only to keep the same in good working condition and shall also hand over the same to UIDAI on completion of the contract.
- 5.7 The contractor shall bear all the expenses including wages of engaged/deployed personnel as per the minimum wages act for **Catering Management Service and running of canteen** and UIDAI shall not in any manner be liable for any damage or injury to deployed personnel caused due to their negligence/ignorance while discharging their duties. The contractor shall take all necessary precautions against fire hazards as per rules and regulation as laid down by concerned authorities and to the satisfaction of UIDAI/Fire agency.
- 5.8 There shall be no compromise on the quality of food supplied by the contractor and if any such incidence or food adulteration is found, action deemed fit shall be taken by the competent authority.
- 5.9 Only fresh food is to be served. Stale/refrigerated food should not be served at any cost. Only refined oil (approved by FSSAI) of good quality is to be used. Recycled oil should not be used for cooking.
- 5.10 The deployed personnel for cooking food, serving and disposal of garbage/left over food should be dressed in a uniform and should not be less than 18 years.
- 5.11 The service provider shall be responsible to fully comply with and observe all the provisions of the Contract Labour (Regulation & Abolition) Act 1970, the Minimum Wages Act 1949, Employee Provident Fund and Miscellaneous Provision Act, the Payment of Wages Act, the ESI Act and other such statutory enactments, rules and regulations laid down by the Govt. of NCT in force which may apply to this agreement in the matter of the personnel deployed by the Service Provider in the canteen.
- 5.12 Under no circumstances any of the contractor's personnel will stay in UIDAI premises after closing of the canteen.
- 5.13 The UIDAI office is a "NO Smoking Zone". Hence, sale and use of tobacco is prohibited.
- 5.14 The sale and use of liquor (Alcohol) is strictly prohibited in UIDAI premises.
- 5.15 It will be the sole responsibility of the contractor to serve tea/coffee/soup and other eatables/snacks in all sections on call against coupon/requisition/individual payment as the case may be.
- 5.16 It will be the sole responsibility of the contractor to recover amount due for eatable/other items served to employees/individuals, if provided without coupon/requisitions.
- 5.17 **Tax Deducted at Source (TDS)** as applicable shall be deducted as per governing rules.

5.18 Forfeiture of EMD/Security deposit :-

- a. If the successful contractor refuse to enter into an agreement or fails to remit the security deposit within 21 days or acceptance of tender, EMD will be forfeited.
- b. If the contractor is terminated by UIDAI due to poor performance/violation of any clause of the agreement or bad act of contractor, security deposit will be forfeited.

5.19 Service provider will indemnify UIDAI for all the consequences arising due to ignorance/negligence/fault of deployed personnel for **Catering Management Service and running of canteen**, whatsoever it may be.

5.20 Non-violation of any rule of Law- UIDAI should be indemnified.

5.21 **Uniform:** Service provider shall provide uniform to all the deployed personnel during working hours.

5.22 **Hygiene:** The housekeeping and disposal of garbage from canteen would be done by the Service provider, separate bins would be used for dry and wet garbage.

5.23 The canteen may be operational on weekends, National holidays or other holidays also, if so desired by UIDAI. Adequate staff provision shall be made by the service provider for extended late hour service if required.

5.24 The contractor is responsible for the verification of the character and antecedents of all the personnel before their deployment at UIDAI and a certification to this effect will be submitted to UIDAI.

5.25 If any sort of food poisoning, either minor or major, is reported for any of the canteen food, the complete responsibility shall be with the contractor. The contractor shall take immediate steps for the medical aid for the diners, fully at their own cost. Under any such case, Canteen contract can be terminated with the recommendation of the Canteen Committee and management by forfeiting the security deposit.

5.26 The contractor shall be contactable at all times and messages sent by e-mail / from the UIDAI to the service provider shall be acknowledged immediately on receipt on the same day. Non Compliance to this will invoke the penalty.

5.27 The contractor shall not change any canteen manpower frequently or without intimation to Canteen Committee of UIDAI.

5.28 The contract manpower working should be polite, Cordial, positive and efficient, their action shall promote good will and enhance the image of this office. The Contractor shall be responsible for any act of indiscipline on the part of persons deployed by him.

5.29 In case of any theft or loss of property due to negligence or carelessness of your manpower, canteen contractor will be fully responsible and contractor will have to make good of the losses so insures to UIDAI, otherwise the same will be deducted from the security deposit or from the Canteen contractor Charges payable.

**Technical Bid for UIDAI, HQ**

	Particulars	Details
1.	Name	
	Complete Address	
	Email ID	
	Website, If any	
	Phone Nos./Mobile No.	
	Contact Person	
	Name:	
	Designation:	
	Phone No./Mobile No:	
	Bank A/C details of the Service Provider/s(enclose Self Attested Copy)	
	E-mail address	
2.	<b>Tender Fee of Rs. 100/- in the form of Demand Draft/Banker's Cheque</b> from any Scheduled Bank of India.	<i>Amount:</i> Enclosed: Yes/No (pg. no.....)
3.	<b>EMD of Rs.3.00 lakh (Rupees Three lakh only) in the form of Demand Draft/Banker's Cheque</b> from any Scheduled Bank of India	<i>Amount:</i> Enclosed: Yes/No (pg. no.....)
4.	Registered Main/Branch office in the jurisdiction of the NCT, Delhi (Enclose Self attested copy of evidence)	Enclosed: Yes/No (pg. no.....)
5.	License number issued by FSSAI (copy of certificate to be enclosed)	Yes/No: (pg. no.....)
6.	<b>Similar Work Experience(Catering Management/Running canteen):</b> Enclose self attested copies of at least any two supply orders from any Central or State organizations/PSU/Autonomous body/ institution/ corporation/ establishment/Pvt. reputed Agency, having contract/ executed during last three financial years (2014-15, 2015-16 and 2016-17).	Enclosed: Yes/No (pg. no.....)
7.	Number of Orders executed during last three financial years ending on 31.03.2017 in the jurisdiction of NCT of Delhi as under ;  Three similar completed works costing not less than the amount equal to Rs.09.00 lakh  or  Two similar completed works costing not less than the amount equal to Rs.15.00 lakh	Enclosed: Yes/No (pg. no.....)

	or One similar completed work costing not less than the amount equal to Rs.24.00 Lakh	
8.	Labour registration, EPFO registration, ESIC registration	Enclosed: Yes/No (pg. no.....)
9.	PAN No.	Enclosed: Yes/No (pg. no.....)
10.	GST registration.	Enclosed: Yes/No (pg. no.....)
11.	Undertaking in favour of compliance towards Income Tax Return for last three financial years i.e. 2014-15 to 2016-17 and latest GST return.	Enclosed: Yes/No (pg. no.....)
12.	<b>Authorization letter</b> for signing the bid document in the form of Board Resolution/Power of Attorney duly attested by the Company Secretary. In Case of Partnership/Proprietary Firm authorization letter should be signed by all partners/proprietor.	Enclosed: Yes/No (pg. no.....)
13.	Registration Certificate of Proprietor/Agency/Firm/Partnership Company under company act 1956/2013 (Enclose Self Attested copy)	Enclosed: Yes/No (pg. no.....)
14.	Financial turnover of Rs15.00 lakh the Firm/Agency for financial year 2014-15, 2015-2016 and 2016-17) Attach financial statement certified by the CA	Enclosed: Yes/No (pg. no.....)
15.	Undertaking/certificate to the effect that it has not been blacklisted/no criminal cases pending against the entity by and no near relative declaration (Annexure-‘C’).	Enclosed: Yes/No (pg. no.....)

**Note: Above documents to be uploaded as part of Technical bid.**

Signature of authorized person

Date:

Name:

Place:

Seal

**PROFORMA FOR FINANCIAL BID****Format for Commercial bid (to be submitted online in BOQcanteen.xls)**

Sl.no.	Description	Total Annual Amount in Rs.	Total Annual Amount (In words)
I.	Total Cost for Deployment of pantry operator (unskilled)		
II.	Total cost of Schedule of Items		
III	Total Rent of Vending machines		
<b>Grand Total</b>		Y	

Note:

1. Rates shall be quoted in **BOQcanteen.xls** which contains three xls sheets (Sheet-1 for Appendix I and sheet-2 for Appendix II and Sheet 3 for Appendix III).
2. Grand Total cost of bids represented by Y shall be considered for evaluation and determining the ranking of the bidders to conclude the successful bidder (L1).

## Cost for Deployment of pantry operator (unskilled)

Sl No.	Description of services required	No. of persons	Wages per day per personnel	Wages per calendar month per personnel (26xcol 3)	EPF contribution @ 13.15% of col 4 (ceiling Rs. 15000/-)	ESI <a href="#">contribution@4.75</a> of col 4 (ceiling Rs. 21000/-)	Total expenditure on offered wages per calendar month Col (4+5+6)	Applicable GST. Charges in Rupees. { <b>@18%</b> of Col (7)}	Total expenditure on offered wages per month Col 2x(7+8)	Total Annual Cost for deployment of Pantry operator Col(9)x12
	1	2	3	4	5	6	7	8	9	10
i.	Pantry operator	4								

## Schedule of Items

Menu						
S.No.	Name of Items	Composition/Description/Quantity	Unit	Rate/ unit (in Rs.) including applicable Taxes	Estimated monthly consumptions	Estimated monthly expenditure
1.	Tea	Standard Cup 120 ml	Per cup		10000	
2.	Lemon tea	Standard Cup 120 ml	Per cup		5000	
3.	Green Tea/Ginger Tea/cardamom Tea	Standard Cup 120 ml	Per cup		5000	
4.	Coffee	Standard cup 120 ml	Per cup		5000	
5.	Veg Soup	Standard Cup 150 ml	Per cup		2500	
6.	Tomato Soup	Standard Cup 150 ml	Per cup		3000	
7.	Samosa (including matar and dry fruit)	50 gms.	Per piece		600	
8.	Bread Pakora	60 gms.	Per Piece		400	
9.	Butter Slices	Two slice of big size	Per plate		400	
10.	Bread Omelet (1 egg)	Two slice of big size	Per plate		400	
11.	Sandwich	Two slice of biz size	Per piece		600	
12.	Veg cutlet	100 gms	Per piece		400	
13.	Upma/Chowmein	100 gms	Per plate		400	
14.	Idli(2)/vada (2) Sambhar		Per plate		600	
15.	Chhole Bhature with salad & pickle/ Masala Dosa sambhar with chutney	Two Bhature/one Dosa in one plate	Per plate		600	
16.	Besan burfi/Baaloo shahi/coconut barfi/gulab jaamun	Sweet (40 gms after wastage)	Per piece		600	
17.	Chapati	8 cm dia	Per piece		2500	
18.	Raita/Curd	150 ml	One bowl of medium size		900	



19.	Dal	150 gms	One bowl of medium size		900	
20.	Subzi	150 gms	One bowl of medium size		900	
21.	Special subzi (paneer/egg curry)	150 gms	One bowl of medium size		900	
22.	Rice with Dal/kadhi/Rajma/subzi or 2 chapati with Dal/kadhi/Rajma/subzi	150 gm +150gms	Half plate		1200	
23.	Thali- 4 Tawa roti(8cms dia), dal/kadhi/ Rajma/subzi, Raita & Salad or Rice +2 chapati with dal/ kadhi/ Rajma/subzi, Raita & Salad	One thali	Full plate		900	
24.	Butter roti/Butter Naan/Lachha Parantha(2), Jeera Rice/Pulao, Dal Makhni/Dal Fry, Shahi paneer/Malai Kofta, Raita & Green Salad, Roasted papad, gulab jaamun	Spl.Thali (Rice one med. Size bowl)	Full plate		900	
<b>Total</b>						X

Note:

- a. Items mentioned above may be increased or decreased as per the requirement and cost of new item would be decided by a committee including a member of Service Provider.
- b. The bidder shall provide Packed snacks, biscuits, namkeen, juices, cold drink, lassi etc., of acceptable reputed brands not exceeding the Max. Retail Price (MRP) in consultation with UIDAI.

Applicant signature with seal

## Rent of Vending machines

S.No.	Machinery	Qty	Basic Rent per unit per month	Total Rent per month (2*3)	Applicable GST on col. No. 4 (%)	Total Rent per annum (4+5)*12	Total Rent per annum in words
	1	2	3	4	5	6	7
i.	Vending machine for tea/coffee/soup	Three					
	Total						

Note : Offered rate mentioned in words will be considered final in case of discrepancy in figure and words

**Undertaking**

1. I/ We undertake that I/we have carefully studied all the terms and conditions given in the bid and understood all the requirements/conditions of the proposed Catering Management Service to run the canteen at UIDAI HQ and shall abide by.
2. I/We hereby certify that none of my relative (s) is employed in UIDAI office.
3. I/We hereby certify that my firm neither has been blacklisted by any Government Department nor any criminal case has been registered against the firm or its owner/partners anywhere in India.
4. I/We further undertake that all the information/documents uploaded in online bidding process are true and correct in all respect and I/we hold the responsibility of the same.

(Signature of Authorized Person)

Date:

Full Name:

Place:

Company's Seal:

**Draft Contract Agreement**

(To be executed on Rs. 100/- stamp Papers)

This Agreement is made at New Delhi on the \_\_\_\_\_ day of \_\_\_\_\_ 2018 between Deputy Director (Admin), UIDAI Headquarter, 2nd Floor, Tower-1, Jeevan Bharati Building, Connaught Circus, New Delhi on Behalf of CEO, UIDAI hereinafter called "the UIDAI" of the one part and

\_\_\_\_\_ (Name of Vendor/Service Provider) (Address of Vendor/Service Provider)

\_\_\_\_\_ of \_\_\_\_\_ hereinafter called "the Service Provider" of the other part.

Whereas the UIDAI is desirous that certain Works should be executed viz. **Catering Management Service and Running of canteen** at Unique Identification Authority of India, Headquarter

(UIDAI, HQ) (as described on these bidding documents) hereinafter called "the Works" and has accepted a bid by the Service Provider for the execution and completion of such works and the remedying of defects therein. NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read / construed as part of this Agreement, viz:

- Letter of Award and Acceptance
- Bid Information Sheet
- Bid information and Instructions to Bidders
- Bid Evaluation
- Special Conditions of Contract (SCC)
- General Conditions of Contract (GCC)
- Annexure- 'A', 'B', 'C' & 'E'

3. In consideration of the payments to be made by the UIDAI to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the UIDAI to execute and complete the works w.e.f.\*\* \_\_\_\_\_ to \_\_\_\_\_ and remedy any defects therein in conformity in all respects with the provisions of the Contract.
  
4. The UIDAI hereby covenants to pay the Service Provider in consideration of the execution and completion of the works and the remedying of defects therein, the list of rate Contract enclosed (Annexure) with the letter of award subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed in the Contract.
  
5. Jurisdiction of Court: The Courts at Delhi/ New Delhi shall have the exclusive jurisdiction to try all disputes arising out this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Service Provider

For and on behalf of the UIDAI

(Headquarter)

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Service Provider

Stamp/Seal of the UIDAI

SIGNED, SEALED AND DELIVERED

By the said \_\_\_\_\_

By the said \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_ on behalf of  
of

Name \_\_\_\_\_ on behalf

the Service Provider in the presence of:

the UIDAI in the presence of:

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Note: \*\*Blanks to be filled by the UIDAI at the time of finalization of the Form of Agreement.

**PERFORMANCE BANK GUARANTEE**

**(To be stamped in accordance with Stamp Act)**

**The non-judicial stamp paper should be in the name of issuing Bank**

**Ref.....**

**Bank Guarantee No.....**

**Date.....**

**To,**

**Unique Identification Authority of India**

**Ministry of Electronics & Information Technology, Government of India**

**3<sup>rd</sup> Floor, Tower II, Jeevan Bharati Building,**

**Connaught Circus, New Delhi-110001**

Dear Sirs,

1. In consideration of the Unique Identification Authority of India, Ministry of Electronics & Information Technology, Government of India, on behalf of the CEO, UIDAI, (hereinafter referred to as the "Owner" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at ..... (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated ..... and the same having been acknowledged by the Contractor, resulting in a Contract, bearing No..... dated.....valued at.....for **"Catering Management Service and Running of canteen at Unique Identification Authority of India (UIDAI) Headquarter, New Delhi."** and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful

performance of the entire Contract of Rs. .... (in words & .....figures).

2. We.....

(Name & Address of Bank Branch) having its Head office at

..... (hereinafter referred to as the “Bank”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor merely on a demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Owner by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s)’ failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding not withstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.

3. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

4. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and not withstanding any security or other guarantee the Owner may have in relation to the Contractor’s liabilities.

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Service Provider(s).



6. Notwithstanding anything contained hereinabove:

- a. Our liability under this guarantee is restricted to Rs. .... (in words & figures) being the 10% of the value of the contract/notification of award.
- b. This Bank Guarantee will be valid upto .....; and
- c. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before .....

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

**Witness**

(Signature)

(Signature)

(Name)

(Name)

(Official Address)

Attorney as per

(Designation with Bank Stamp) Power of Attorney No.....

Dated.....