



**Government of India  
Ministry of Communications & I.T  
Department of Electronics & Information Technology  
Unique Identification Authority of India  
Technology Centre, Bengaluru-560092**



**TENDER NOTICE**

(Tender notice No: TC-UID/Admin/CISF-82/2016)

**Supply and Installation of CISF Stores/Office – Porta cabins for UIDAI in Bengaluru**

1. Date of Issue : 30.08.2016
2. Last date and time for submission of Tender document: 30.09.2016 until 06:00PM
3. Last date for pre bid clarification: 08.09.2016
4. Date and time for opening tender document:
  - a) Technical bid : 03.10.2016 @ 11:00 AM
  - b) Commercial bid of eligible Bidder : At a later date

The detailed bidding document with contact details can be downloaded from UIDAI website  
[www.uidai.gov.in](http://www.uidai.gov.in)



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**TENDER DOCUMENT**

**(Tender notice No: TC-UID/Admin/CISF-82/2016)**

**Supply and Installation of CISF Stores/Office - Portacabins for UIDAI in Bengaluru**

Last date for submission of tender:

**1. Introduction:**

Sealed tenders are invited by UIDAI Technology Centre for and on behalf of President of India for Supply and Installation of CISF Stores/Office - Portacabins for UIDAI in Bengaluru, under two bid system from competent agencies meeting the prescribed Qualification Criteria.

**2. Scope of work:** Brief scope of work includes but not limited to the following:

Supply and Installation of CISF Stores/Office - Portacabins for UIDAI in Bengaluru at BSNL quarters premises, K. B Sandra Compound, R. T. Nagar, Bengaluru.

**3. Job Completion period:** One month from the date of placement of Purchase Order.

**4. Salient features of Bid document:**

- a) Tender notice No : TC-UID/Admin/CISF-82/2016
- b) Name of the work: Supply and Installation of CISF Stores/Office - Portacabins for UIDAI in Bengaluru.
- c) Location: BSNL quarters premises, K. B Sandra Compound, R. T. Nagar, Bengaluru
- d) EMD: Rs. 20,000/-
- e) Bidding document on website from: 30.08.2016
- f) Last date and time of submission of bids: 30.09.2016 until 06:00PM
- g) Site visit: Any working day until 07.09.2016
- h) Bid to be submitted to: Assistant Director General (Admin), UIDAI Technology Centre, Survey No. 1, NITI layout, Kodigehalli, Bengaluru-560092.
- i) Last date for receiving queries for clarifications: 08.09.2016
- j) Releases of responses to clarifications: 09.09.2016
- k) Opening of Technical bid: 03.10.2016 11:00AM
- l) Opening of commercial bid: At a later date
- m) Cost of Bidding document:
- n) Contact information: Deputy Director(Admin), Ph: 080 23099212

Notes:

1. The tender form and connected documents can be downloaded from the UIDAI website. However, the tender must be submitted in physical form. Tenders received by email or any other electronic form will be rejected.
2. The tenders, including from outstations, completed in all respects must be received at the above mentioned address (sl. 4h) before due date and time indicated above. The tenders received after the scheduled date and time will be rejected outright. UIDAI shall not be held responsible for postal delays.
3. Bidders to refer the 'Instructions to Bidders' regarding submission guidelines.

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## A. ELIGIBILITY CRITERIA

### 5. Bidders Qualification Criteria(BQC):

5.1 Experience criteria: Bidder should have completed the following in the previous two years ending on the last date of submission of the bid.

ONE similar work of single contract value not less than Rs. 10 lakh (Rupees ten lakh only)

**OR**

TWO similar works with each of single contract value not less than Rs. 5 lakh (Rs. Five lakh only)

Similar Works means “Supply and installation of Portable cabins”

5.2 Financial criteria:

The average annual turnover of the bidder (from the similar works) as per the Audited Annual financial results in any of the last three financial years shall be more than Rs. 20 lakhs (Rupees twenty lakhs). Bidder shall submit the turnover statement in the prescribed format duly attested by a Chartered Accountant.

5.3 General

5.3.1 Joint venture/consortium bids shall not be accepted.

5.3.2 Bidder shall not be under liquidation, court receivership or similar proceedings

5.3.3 Bidder shall furnish self-attested documentary evidence i.e. Registration with statutory & Copies of work orders, Schedule of Rates(SOR) Completion certificate, Turnover statement of last three financial years duly attested by a Chartered Accountant, self-certification of being not under liquidation, court receivership or similar proceedings etc.. in support of their fulfilling the qualification criteria.

5.3.4 Submission of authentic documents is the sole responsibility of the bidder. UIDAI reserves the right to get the documents cross verified from the document issuing authorities or any other appropriate means. If inauthentic/incorrect documents are found submitted, the bid shall be rejected and administrative action against the bidder shall be taken including black listing of the firm from participating in Government tenders.

5.3.5 Bidder may note that Bid shall be submitted on the basis of ‘Zero deviation’ and shall be in full compliance with the requirements of Bidding document, failing which bid shall be considered as non-responsive and may be liable for rejection.

## B. INSTRUCTIONS TO BIDDERS

### 1 LOCATION OF SITE

The location of proposed site is at Bengaluru, Karnataka at the address given below:  
Quarters Premises, K B Sandra Compound, R.T Nagar, Bengaluru.

BSNL

### 2 SITE VISIT

Bidder is advised to visit and examine the site, its surroundings and familiarize himself with the existing facilities and environment, and collect all other information which he may require for preparing and submitting the bid and entering into the Contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be entertained after submission of the BID and/or during execution of the contract.

### 3 COST OF TENDER DOCUMENT

Cost of Tender document (Rs. 100/-) in the form of Demand Draft/ pay order of any Scheduled bank in favour of CDDO, UIDAI payable at Bangalore shall be submitted by the Bidders along with the Technical Bid, failing which the Tender shall be rejected summarily.

### 4 EARNEST MONEY DEPOSIT

- 4.1 The Bidder shall be required to deposit a sum of Rs.20,000/-(Rupees Twenty thousand only) with the tender as "Earnest Money Deposit "for the due performance of the stipulation to keep the offer open till such date as might be specified in the tender.
- 4.2 Earnest Money of Rs. 20,000/- in the form of Demand Draft/ Pay Order of any Scheduled bank in favour of CDDO, UIDAI, payable at Bangalore should be submitted by bidders along with their bid failing which their tender shall be rejected summarily.
- 4.3 EMD shall be valid upto 45 days beyond the validity period of the offer.
- 4.4 Bidder shall not be permitted to withdraw his/her offer or modify the terms and conditions thereof. In case the Bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid EMD will be forfeited to the Government.
- 4.5 Bid submitted without Earnest money Deposit (EMD) & Tender fee will be summarily rejected.
- 4.6 EMD of all the bidders other than the one determined as L-1 shall be returned without any interest whatsoever, at the earliest and not later than 30 days after conclusion of the contract. EMD of the successful bidder shall be released against the receipt of the Performance Security Deposit.

### 5 PREPARATION OF BID:

5.1 The Bidder shall prepare and submit their bid in parts as per the following details:

- i. PART-I: Technical Bid (Un-Priced Part):

This part shall be submitted in the formats stated in Sections C,D,E&F given in Tender document **along with Earnest Money Deposit (EMD) and cost of bidding Document.**

- ii. PART-II: Commercial (Priced) Bid:

This part shall be should be submitted in the format prescribed in Section G

5.2 Each Part should be securely sealed in a separate cover/envelope.

- 5.3 Envelope containing the Technical (un-priced) part shall be super-scribed with Bidding document no., Bid due date, Bidder's name address and **"Technical (Un-Priced) Bid-Envelope No 1"**.
- 5.4 Envelope containing the Price Bid shall be super-scribed with Bid document no., bid due date Bidder's name & address and **"Commercial (Priced) Bid- Envelope No 2"**.
- 5.5 Both these envelopes should be kept in another sealed cover and should bear the address, Tender number and date, subject of tender, date and time of opening of the same, and should be submitted as bid.

## **6 CARE IN SUBMISSION OF TENDERS**

- 6.1 Before submitting the tender, the Bidder will be deemed to have satisfied himself by actual inspection of the site and locality of the work, that all conditions liable to be encountered during the execution of the works, are taken into account and that the percentage/rates he enters in the tender form is/are adequate and all inclusive to accord for the completion of works to entire satisfaction of the officer.
- 6.2 UIDAI will not be bound by any power of attorney granted by the Bidder or by change in the composition of the firm made subsequent to the execution of the contract. It may however recognise such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

## **7 RIGHT OF UIDAI TO DEAL WITH TENDERS**

UIDAI reserves the right to accept a tender in whole or in part or reject any tenders or all tenders without assigning reasons for any such action.

## **8 SIGNING OF BID DOCUMENT**

- 8.1 Individual signing the tender or other documents connected with contract must specify whether he/she signs as:
- a "sole proprietor" of the concern or constituted attorney of such sole proprietor.
  - a partner of the firm, if it be a partnership firm, in which case he/she must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
  - Directed or principal officer duly authorized by the Board of directors of the company, if it is a Company.

### **Notes:**

1. In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
2. In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.
3. a person signing the tender or any documents forming part of the tender on behalf of another person should have an authority to bid on behalf of such other person and of, on enquiry it appears that the persons so signing had no authority to do so, the Technology Centre, UIDAI, Bengaluru may

without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

4. **The Bidder should sign and affix his/ her firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer by the Bidder will be deemed as a contract and no separate formal contract will be drawn. NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS TENDER DOCUMENT.**

## **9 SUBMISSION OF BID**

9.1 No bid will be considered unless it is submitted in the prescribed form which can be downloaded from UIDAI website ([www.uidai.gov.in](http://www.uidai.gov.in)).

9.2 Bids must be submitted to the below given address:

Assistant Director General (Administration).  
UIDAI Technology Centre, Aadhaar Complex,  
Site NO.1, NTI Layout, Tatanagar, Kodigehalli, Bangalore-560092.

9.3 The bid must be submitted in a sealed cover super scribed 'Supply and Installation of CISF Stores/Office – Porta cabins for UIDAI in Bengaluru'

9.4 The bid shall be submitted within due date and time. Bids received/ deposited after the stipulated time and date will not be considered.

9.5 The name and address of the Bidder should be clearly written on the envelope.

9.6 Bids will not be received in person but should be either dropped in the Sealed Tender box specially kept for the purpose in UIDAI Technology Centre, Main Gate, Aadhaar Complex, Site No.1, NTI Layout, Tatanagar, Kodigehalli, Bangalore-560092 or dispatched by speed post/ Registered Post.

## **10 OMISSIONS DISCREPANCIES**

Should a Bidder find discrepancies in or omissions on any of the tender forms or should be in doubt as to their meaning, he should at once notify the authority inviting tenders who may issue a corrigendum. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of the tender and the successful Bidder shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

## **11 TAXES, DUTIES AND LEVIES**

The rates quoted by the bidder should be FIRM and FIXED and shall be inclusive of all taxes, levies, duties, octroi, CESS, required insurance for safety of manpower and material at the site of work and all royalties. The contractor shall indemnify & hold UIDAI harmless from any liability, which may be imposed by statutory authorities due to non-compliance of any statutory law by the contractor or employees. Any statutory variation in the taxes/levies after the last date of submission of the tender shall be on **bidder's account**.

## **12 BID OPENING AND EVALUATION**

12.1 The Technical part (Envelope 1) shall be opened in the presence of attending representatives of Bidders. The attending representative(s) of the Bidders may have to produce authorization letter from their competent authority, otherwise they will not be allowed to attend the Bid opening.

12.2 Prior to detailed evaluation of bids, UIDAI will determine each bid's completeness and compliance with the bid conditions including the submission of EMD, cost of tender document



- 12.3 UIDAI will carry out a detailed evaluation of the bids to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents on the basis of details/ documents submitted by the bidder in the bid at 1<sup>st</sup> instance. In order to reach such a determination, UIDAI will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors”.
- I. Overall completeness and compliance with the technical specifications; quality functions and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness/specifications defined in the bid document consistency and detail will be rejected as non-responsive
  - II. Any other relevant factor, if any that UIDAI deems necessary or prudent to be taken into consideration.
- 12.4 No stipulation, deviation terms & conditions, presumptions etc shall be stipulated in the bid. Any conditions if stipulated shall be treated as null and void and shall render the bid liable for rejection.
- 12.5 UIDAI if necessary will obtain clarifications on the bid by requesting for such information/clarifications from any or all bidders either in writing or through personal contact. All responses shall be in writing and no change in the price or substance of the bid shall be permitted unless specifically sought by UIDAI.
- 12.6 **Priced (Commercial) part of only those bidders shall be opened whose bids are determined to be technically and commercially acceptable to the UIDAI.** Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the opening.
- 12.7 The bids will be checked for any arithmetic errors as per following standard practice.
- I. When the rate quoted by the bidder in figure and word tallies but the amount is incorrect the rate quoted by the bidder shall be taken as correct and amount reworked.
  - II. When there is a difference between the rate in figures and words the rate that corresponds to the amount worked out by the bidder shall be taken as correct.
  - III. When it is not possible to ascertain the correct rate in the manner prescribed above the rate quoted in words shall be adopted and reworked.
  - IV. The sum total of the prices of each item shall be the total quoted price.
- 12.8 **The price bids of the bidders shall be rejected if they do not quote rates for certain items and UIDAI's estimate for such items is more than 10% of their total quoted price for the subject work. In case a bidder does not quote for any items of schedule of rates/prices and UIDAI's estimate for such items is less than 10% of their total quoted price then for the purpose of comparison the unquoted items shall be loaded by price impact calculated on the basis of highest of the rates quoted by other bidders. If such bidder happens to be the selected bidder the lowest of the rates quoted by other bidders shall be considered for award.**
- 12.9 Based on rates quoted by bidder total quoted price will be calculated. Work shall be awarded to the bidder whose evaluated price is the lowest.
- 12.10 Any uncalled for lump sum/percentage or adhoc reduction/increase in price offered by the bidders after submission of price bids shall not be considered. However, if reduction is from the recommended bidder (L-1) such reduction shall be taken into account for arriving at the contract value.
- 12.11 UIDAI reserves the right to accept or reject any bid and to annul the bid without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidders or Bidders of the grounds or the reasons for the UIDAI's action.

12.12 UIDAI will notify the successful Bidder in writing by Fax of intent /Letter of Acceptance that their bid has been accepted. The Letter of Intent /Acceptance will constitute the formation of a contract until the contract agreement has been signed

## C. BIDDER'S GENERAL INFORMATION

Tender No: TC-UID/Admin/CISF-82/2016

Name of work: Supply and Installation of CISF Stores/Office - Portacabins for UIDAI at BSNL Quarters premises, K. B Sandra Compound, R T Nagar, Bengaluru.

Bidder Name: \_\_\_\_\_

Address \_\_\_\_\_

-----

Telephone Number: \_\_\_\_\_ Mobile number: \_\_\_\_\_

E- Mail address: \_\_\_\_\_

Website: \_\_\_\_\_

\*Sales Tax Registration No : \_\_\_\_\_

\*Service Tax Registration No: \_\_\_\_\_

\*PAN No: \_\_\_\_\_

\*Self Attested Copies to be enclosed

Particulars of EMD amount

Amount: Rs. \_\_\_\_\_ Instrument No: \_\_\_\_\_ Date: \_\_\_\_\_

Drawn on Bank Name: \_\_\_\_\_ Payable at: \_\_\_\_\_

Particulars of Tender Document Fee

Amount: Rs. \_\_\_\_\_ Instrument No: \_\_\_\_\_ Date: \_\_\_\_\_

Drawn on Bank Name: \_\_\_\_\_ Payable at: \_\_\_\_\_

Signature of Bidder(s)

Name of the Signatory

Date

Company Seal

## D. ANNUAL TURNOVER STATEMENT

I, \_\_\_\_\_ representing M/s \_\_\_\_\_ am hereby furnishing below the annual turnover during preceding 3 years based on the audited balance sheet/ profit & loss account statement. This is in compliance with the tender condition – Eligibility Criteria (under Section A) for which the bid is being submitted on behalf of the company.

FINANCIAL YEAR	ANNUAL TURNOVER (RS)
2015-2016	
2014-2015	
2013-2014	

Signature of Bidder(s)

Name of the Signatory

Date

Company Seal

**To be attested by the Chartered Accountant**

**SIGNATURE OF CHARTERED ACCOUNTANT:** \_\_\_\_\_

**SIGNATURE OF CHARTERED ACCOUNTANT:** \_\_\_\_\_

**SEAL OF CHARTERED ACCOUNTANT:** \_\_\_\_\_

## E. EXPERIENCE DECLARATION

Note:

Bidder shall furnish their experience details with reference to the work, which shall be in line with Experience Criteria mentioned in **the Section A of Tender Notice of this Bidding document**.

Bidder shall fill this for each job and provide copies of work order and completion certificate and other relevant documents (as mentioned in Section 5.3.3 of Section A of the Tender document) in support of their claim.

S.NO	DESCRIPTION	DETAILS
a.	Name of Project, location	
b.	Description of work & Brief Scope ( Define nature of work)	
c.	Final Executed ( As per completion certificate)	.....
d.	Details of owner of work	Name of Owner:
S.NO	DESCRIPTION	DETAILS
e.	Completion Dates	<ul style="list-style-type: none"> <li>Scheduled Completion date: _____</li> <li>Actual Completion Date: _____</li> <li>Delay in months, if any: _____</li> <li>Compensation levied upon the architect for delayed completion, if any: _____</li> <li>Reasons for delay, if any: _____</li> </ul>
		<ul style="list-style-type: none"> <li>Whether copy of work Order/ contract Agreement fulfilling Technical Criteria specified in NIB/ LIB enclosed.  Yes <input type="checkbox"/>  NO <input type="checkbox"/></li> </ul>

f.	Supporting Documents Submission	<p><b>W.O Ref.No :</b> _____</p> <p>Date: _____</p> <ul style="list-style-type: none"> <li>Whether Completion Certificate clearly indication the fulfilment of Technical criteria specified in NIB/LIB enclosed  YES <input type="checkbox"/>  No <input type="checkbox"/></li> </ul> <p><b>C.C                      REF.                      No.:</b>  <b>Date:</b> _____</p> <p>The above documents are mandatory for each job, failing which such job shall not be considered for qualification</p>
G.	Any other clarification/ details, if any	

Confirmed that information furnished as per this format are correct and in case of any original documents required by UIDAI the same shall be submitted by us for verification.

Signature of Bidder(s)

Name of the Signatory

Date

Company Seal

## F. UNDERTAKING OF THE BIDDER WHILE SUBMITTING THE BID

1. I/We \_\_\_\_\_ have read all the conditions of the tender attached hereto and hereby agree to abide by the said conditions. I/We also agree to keep our offer open for acceptance for a period of 60 days from the date fixed for opening the bids and in default thereof, I/We will be liable for forfeiture of my/our EMD. I/We submit our offer for the 'Supply and Installation of CISF Stores/Office - Porta cabins for UIDAI in Bengaluru" and hereby bind myself/ourselves to complete the Contract within period as stipulated in the tender. I/We also hereby agree to abide by the General and Special conditions of Contract, comply with all the clauses given in the bidding document and to carry out the Contract as laid down by the UIDAI, Bangalore for the present Contract.
2. A sum of Rs. \_\_\_\_\_ is herewith submitted as EMD. The full value of EMD shall stand forfeited without prejudice to any other rights or remedies if
  - a. I/We do not execute the Contract documents within seven days after receipt of notice from UIDAI of acceptance of my offer/ bid,
  - b. I/We do not commence the work within two weeks after receipt of order to that effect.
3. This tender document shall form an integral part of the contract document in the event of this bid being successful.
4. We declare that the statements made and the information provided in our offer are true and correct in all respects. In case, it is found that the information/documents provided by us are incorrect/false, our application shall be rejected by UIDAI without any reference to us
5. I/We declare that we have furnished alongwith the bid, self-attested documentary evidence i.e. Registration with statutory authorities, Copies of work orders, Schedule of Rates(SOR) Completion certificates, Turnover statement of last three financial years duly attested by a Chartered Accountant.
6. I/We declare that I/We are not under liquidation, court receivership or any such similar proceedings.
7. I / We declare that we have submitted the bid in compliance with the requirement of UIDAI i.e. 'Zero deviation' from all the bid conditions.

Signature of Bidder(s)

Name of the Signatory

Date

Company Seal

## G. PRICE BID FORMAT

SNo	Particulars	Size	Quantity	Amount
1	MS Fabricated Portable Cabin(AM Room)	8'X15'X9'	1	
2	MS Fabricated Portable Cabin (AR Room)	12'X15'X9'	1	
3	MS Fabricated Portable Cabin(AR Workshop)	10'X15'X9'	1	
4	MS Fabricated Portable Cabin(Office)	10'X15'X9'	1	
5	MS Fabricated Portable Cabin(Open space)	10'X15'X9'	1	
6	Other jobs including Transportation, Installation & Commissioning.			
7	Taxes / Duties			
	TOTAL AMOUNT ( All Inclusive)			

**Total Amount shall be the criterion to decide the L-1 and UIDAI shall have every right to seek clarifications as required.**



## H. 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,  
Technology Centre, Site No.1, NTI layout,  
Tata Nagar, Kodigehalli, Bengaluru-92.

Dear Sirs,

1. In consideration of the President of India, Unique Identification Authority of India on behalf of the President of India, (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 .....(scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding 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 notwithstanding 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 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 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 reliving 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 change in the constitution of the bank or the Contractor(s)/service Provider(s).
6. Notwithstanding anything contained hereinabove:

(1) Our liability under this guarantee is restricted to Rs ..... (In words & figures)

(2) This Bank Guarantee will be valid up to .....; and

(3) We are liable to pay the Guarantee amount or any part thereof under this Bank Guarantee only upon services of a written claim or demand by you on or before.....

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

WITNESS

.....

(Signature)

.....

(Name)

.....

(Official Address)

.....

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

Attorney as per  
Power of Attorney No .....  
Dated .....

## I. SCOPE OF WORK

**Detailed specification of the work/Schedule of requirement and fabrication requirements:**

### Schedule of Requirements

S No	Particulars	Size	Quantity
1	MS Fabricated Portable Cabin (AM Room)	8'x15'x9'	1
2	MS Fabricated Portable Cabin (AR Room)	12'x15'x9'	1
3	MS Fabricated Portable Cabin (AR WORK Shop)	10'x15'x9'	1
4	MS Fabricated Portable Cabin (Office)	10'x15'x9'	1
5	MS Fabricated Portable Cabin (Open space)	10'x15'x9'	1

**Note:- All the Portable Cabins shall be interconnected as per the drawing.**

### Fabricating Specifications

S No	Components	Description
1	Bottom Frame	140 x50 mm formed MS G channel of 3mm thick.
2	Base frame of Porta cabin	Porta Cabins shall be mounted on Structural Steel columns base frame (conforming to IS: 2062 Grade A), 300 mm above the ground.
3	Stiffener Bottom	80x50mm & 25x50 mm square pipes.
4	Top Frame	Frame made of 50x50mm square pipes.
5	Stiffener Top	50x50 mm, 25x50 mm & 25 x 25 mm Square pipes.
6	Side Wall Stiffeners	Corner post shall be of 50x50 mm, 25x50 mm Square pipes & wall thickness of 50 mm.
7	Paneling Outside	Specially corrugated 1.4mm thick sheet welded on MS frame
8	Internal Wall Paneling	The paneling of side walls and roof shall be of 9 mm thick Pre laminated particle board & all vertically and horizontal corners shall be neatly and smoothly finished with Aluminium sections.
9	Roof Outside	1.4mm thick MS sheet properly sloped & water tight.
10	Bottom Flooring	On the bottom frame 18 mm thick Bison panel i.e. cemented bonded fiber sheets shall be fixed by means of self tapping screw & 1.5mm thick PVC vinyl Carpet shall be fixed on the panel. (100% water, termite & dimensional proof with vinyl Carpet)
11	Aluminium Sliding Windows Size: 4'x3' – 2 Nos	Double shutter sliding aluminum powder coated windows with 4mm thick glass for all windows, safety grills from outside & canopy on the top of windows
12	Main/ Internal Door Size: 7'x3' – 5 Nos	The door shall be of external opening type made out of the same material as wall panels & canopy above the door. Frame work by tubular pipe of 30 x 30 & the door interior shall be finished with same material matching with that of the Cabin interior. Door with std hardware locks & handles
13	Insulation	Glass wool density of 32 kg/m3 with insulation for top & 12mm foam on side walls.
15	Wiring	All wiring shall be concealed and shall be PVC insulated copper wires of ISI quality, suitable for 240 volt, 50 HZ single phase AC power supply. 2.5 mm thick cable for lighting, 5amp switches with 3pin Sockets, bulk head light above the door, 4mm thick cable for main electrical supply

		& with MCB protection.
16	Electrical Fittings	<p>All electrical fittings in the portable cabin shall be 220-240V.</p> <ul style="list-style-type: none"> <li>a) Tube light <b>(15 Nos)</b></li> <li>b) Bulk head door light <b>(8 Nos)</b></li> <li>c) Wall Mounted Fans <b>(10 Nos)</b></li> <li>d) Roof Overhead Exhaust <b>(6 Nos)</b></li> <li>e) 3pin Socket with Switchboard <b>(20 Nos)</b></li> <li>f) A/C Provision for each cabin</li> </ul>
17	Outside Painting	All components are painted with a coat of primer & 2 coats of corrosion free paint i.e. synthetic epoxy paint.
18	Hooks	Specially formed for easy lift & shift.

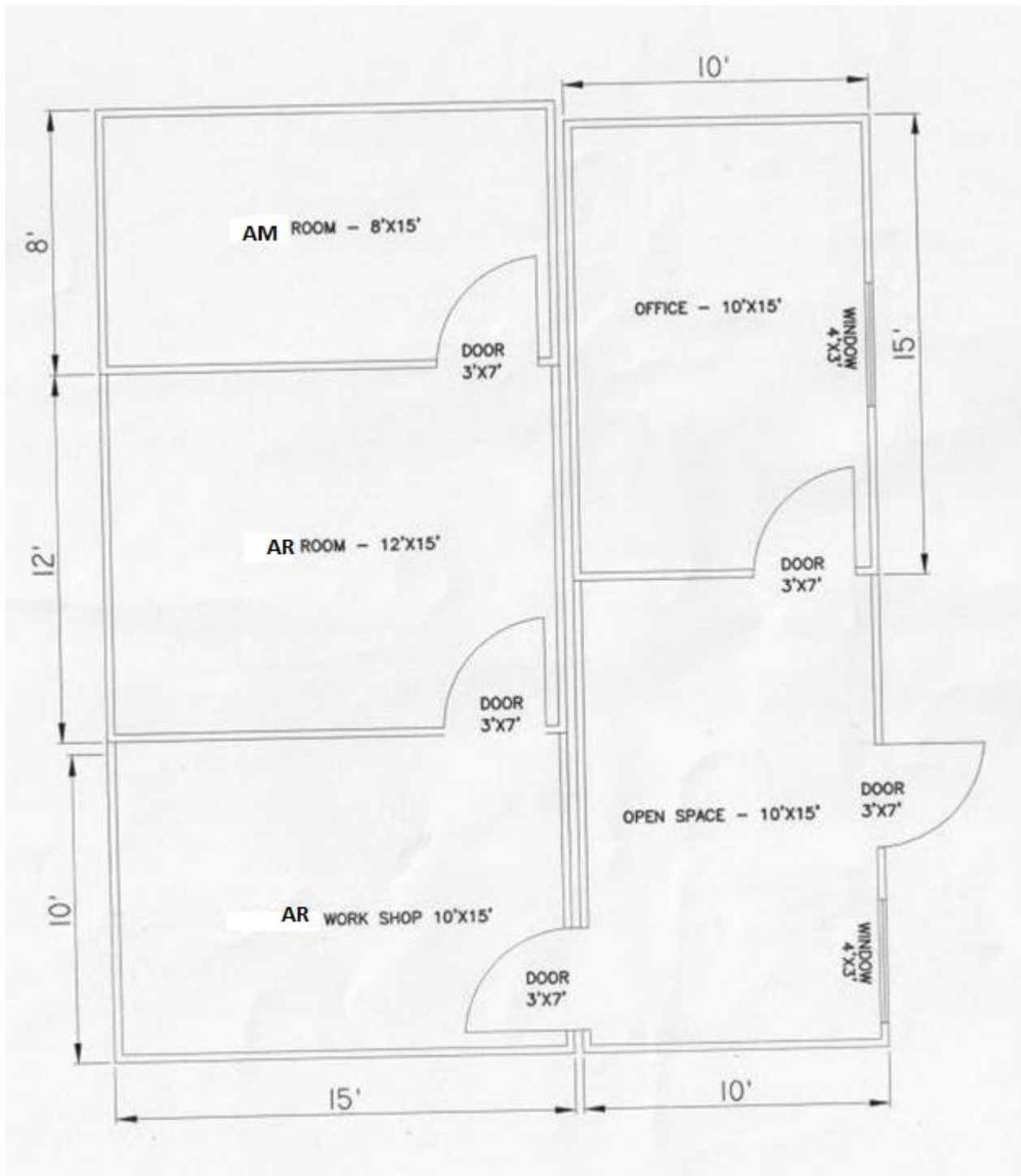
#### **Supply of water, Power and other utilities**

Construction water and construction power shall not be provided to the contractor by UIDAI. The contractor shall make his own arrangements for construction water and construction power and other facilities at this own cost.

UIDAI shall provide space for contractor's field office, stores and storage yard at site as per availability of land free of cost to the contractor.

The contractor shall remove all temporary buildings/facilities/ Garbage etc. before leaving the site after completion of works in all respects.

## J. DRAWINGS



## K. CONDITIONS OF THE CONTRACT

### 13 CONTRACT AGREEMENT

- 13.1 The contractor shall execute a formal contract with UIDAI within seven days from the date of issue of letter of Acceptance on a non-judicial stamp paper of value Rs.100. The cost of non-judicial stamp shall be borne by the Bidder.
- 13.2 The Contract document shall consist of the following
- i. Original Bidding Document along with its enclosures issued.
  - ii. Amendment/corrigendum to original Bidding document issued if any.
  - iii. Fax/Letter of Intent/Acceptance.
  - iv. Detailed letter of award/Acceptance along with enclosures attached therewith.

### 14 PERFORMANCE SECURITY DEPOSIT

- 14.1 The Successful Bidder shall furnish a valid bank Guarantee @10% of Value of the contract as Performance Security in favour of "CDDO, Unique Identification Authority of India, Bengaluru" within 7 days of the date of Acceptance of Tender.
- 14.2 Validity of the Performance BG shall be upto 60 days after the expiry of the warranty period.
- 14.3 Failure of the successful bidder to comply with the requirements above within the prescribed time shall constitute sufficient grounds for annulment of the award of work and forfeiture of EMD.
- 14.4 The Performance Bank guarantee can be forfeited by UIDAI in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance or non-acceptance of the work order.
- 14.5 On successful fulfilment of the obligations of the Contractor, the Security Deposit shall be returned after the warranty period.

### 15 GUARANTEE/DEFECT LIABILITY PERIOD

- 15.1 The contractor shall guarantee the work executed for a period of 12 months from the date of completion of the work as declared by UIDAI. Contractor shall replace/repair or reinstall free of cost any material/equipment supplied by him in case it fails to operate due to defective materials or workmanship as per requirements of this specification up to Twelve (12) months from the date of completion of work as certified by UIDAI.
- 15.2 Contractor shall replace at his own cost if any item found defective or missed before handing over the system to UIDAI. The decision of UIDAI shall be final and binding in this regard. The guarantee for such rectified/replaced item shall be for a period of 12 months from completion of such rectification/replacement.
- 15.3 The Contractor shall remain responsible and liable to make good all losses or damages that may occur/appear to the work carried out under this Contract within a period of 12 months from date of completion of work as certified by UIDAI and/or the date of UIDAI taking over the work, whichever is earlier.

### 16 FIRM PRICE

The contracted prices shall remain FIRM & FIXED till completion of the works in all respects and acceptance thereof including the extension of time (if any) approved by UIDAI and no escalation in prices on any account whatsoever shall be admissible to the Contractor.

## **17 FINAL BILL**

The contractor shall submit the Final Bill after completing all works and getting the same certified by UIDAI's authorized signatory and after submitting the completion documents including the As Built Drawings. No further claims shall be made by the Contractor after submission of the final bill. The Contractor shall submit the final bill complete in all respect with no claim and no dues by Contractor, No objection certificate from statutory authorities (if applicable) and other completion documents.

## **18 TERMS OF PAYMENT**

- 18.1 100% payment within 30 days from the day of receipt of the bill complete in all respects.
- 18.2 Office of UIDAI shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned elsewhere in the tender.
- 18.3 The term "payment" mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.
- 18.4 Payments shall be made after necessary deductions on account of income tax and other deductions as per the provisions of the Contract and as required under the law.

## **19 SAMPLE**

The contractor shall furnish the details of makes and shall obtain prior approval of UIDAI of material before placing order. The contractor shall get the samples of interior finishes, fittings and accessories approved from UIDAI before executing the same. No extra claim and time shall be allowed for this.

## **20 CONSTRUCTION EQUIPMENT**

- 20.1 The bidder shall deploy the machinery, construction material and equipment/tools and tackles as per the site requirement to compete the work in contractual timelines. The rates quoted by the bidder shall be inclusive of this and no extra amount shall be paid on this account.
- 20.2 No secured advance or mobilization advance shall be paid to the contractor against the subject work.

## **21 MEASUREMENTS**

- 21.1 All measurements shall be in metric system, and except where expressly indicated to the contrary in the Schedule of Rates or other Contract Documents, all measurements shall be taken in accordance with the procedures set forth in the Schedule of Rates, specifications and other contract documents, notwithstanding any provision(s) in the relative standard method of measurement or any other general or local custom to the contrary.
- 21.2 All the works in progress will be jointly measured by the authorized agents of UIDAI and Contractor progressively. Such measurements will be got recorded in the measurement book by UIDAI or its authorized representative and signed in token of acceptance by the contractor or his authorized representative. For the purpose of taking joint measurement the contractor's representative shall be bound to be present whenever required by UIDAI/Engineer-in-Charge.

## **22 COMPLETION DOCUMENTS**

The following documents shall be submitted in soft copy and hard binder by the Contractor in 3 (Three) sets, as a part of completion documents.

- i. Test Certificate, Warrantee/Guarantee certificates and copies of Purchase Order with Prices blank from manufacturers for all supply material.
- ii. All other requirements as specified in the respective specification

- iii. As-Built drawings.
- iv. Any other drawing/document/report specified elsewhere in the bidding document

## **23 TESTS AND INSPECTION**

- 23.1 The contractor shall submit Manufacturers test certificates for all works as called for by UIDAI.
- 23.2 Samples of these components shall be drawn and tested as per the direction of UIDAI. All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the contractor shall be carried out by contractor at this own cost.
- 23.3 The work is subject to inspection at all times by UIDAI or its authorized representative. The contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this bid document, the technical documents and the relevant codes of practice will be furnished to him during the performance of the work.
- 23.4 The contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at this own cost.
- 23.5 Any work not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the contractor shall carry out the rectifications at his own cost.
- 23.6 All results of the inspection and test will be recorded in the inspection reports, proforma of which will be approved by the Engineer in charge. These reports shall form part of the completion documents.
- 23.7 Inspection and acceptance of work shall not relieve the contractor from any of his responsibilities under this contract.

## **24 SUB-CONTRACTING**

- 24.1 The successful bidder 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 third party take benefit or advantage of the present contract or any part thereof.
- 24.2 No sub-contracting of work shall be allowed without prior written approval of UIDAI and in the event if it is known and proved to UIDAI that the work is sub-contracted without prior written approval of UIDAI, the contract shall be terminated immediately.

## **25 REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES**

Before initiation of the job, the Contractor shall register themselves and the contract at their own cost with the all the concerned statutory authorities, as may be required under the rules and regulations governing in India. The Contract Price shall be deemed to include all costs towards the same. A copy of all documents related to all such registration shall be submitted to UIDAI for record.

## **26 ADDITIONAL WORKS/EXTRA WORKS**

UIDAI reserves their right to execute any additional works/ extra works, during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor. In the event of such decisions taken by UIDAI, Contractor is required to extend necessary cooperation, and act as per the instructions of UIDAI. No extra time/cost compensation will be made by UIDAI.

## **27 TERMINATION OF CONTRACT**



If the Contractor refuses or fails to execute the work or any separate part thereof with such diligence as will ensure its completion within the time specified in the contract or extension thereof or fails to perform any of his obligation under the contract or in any manner commits breach of any of the provisions of contract, it shall be open to the UIDAI at its option by written notice to the contractor to:

- a) **DETERMINE THE CONTRACT:** In which even the contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the UIDAI on that behalf, whereupon the contractor shall stop forthwith any of the contractor's work then in progress, except such works as the UIDAI may in writing requires to be done to safeguard any property or work or installations from damage and UIDAI, for its part may take over the work remaining unfinished by the contractor and complete the same through fresh contractor or by any means at the risk and cost of the contractor and any of his sureties if any shall be liable to the UIDAI for any excess cost occasioned by such work having to be so taken over and completed by the UIDAI over and above the cost at the rates specified in the Schedule of Rates and Quantities.
- b) **WITHOUT DETERMINING THE CONTRACT:** To take over the work of the contractor or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the contractor. The contractor and any of his sureties are liable to the UIDAI for any excess cost over and above the cost at the rates specified in the schedule of rates/quantities, occasioned by such works having been taken over and completed by the UIDAI. Besides above, the contractor shall also be liable for any deductions towards price reduction applicable for delay in completion of work.
- c) In other cases, the decision of UIDAI shall be binding on the contractor.

In such cases of (a) or (b) above,

- 1) The whole or part of the security deposit furnished by the contractor is liable to be forfeited without prejudice to the right of the UIDAI to recover from the contractor the excess cost referred to in the sub-clause aforesaid, the UIDAI shall also have the right of taking possession and utilizing in completing the works or any part thereof, such of materials, equipment and plants available at work site belonging to the contractor as may be necessary and the contractor shall not be entitled for any compensation for use or damage to such material, equipment and plant.
- 2) The amount that may become due to the contractor on account of work already executed by him shall not be payable to him until after expiry of six (6) calendar months reckoned from the date of termination of contract or from the taking over of the works or part thereof by UIDAI, as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall be under the contract, rest exclusively with the contractor. This amount shall be subject to deduction of any amounts due from the contractor to the UIDAI under terms of the contract authorized or required to be reserved or retained by the UIDAI.
- 3) Before determining the contract under clause no: (a) or (b) provided in the judgment of UIDAI, the default or defaults committed by the contractor is/are curable and can be cured by the contractor if an opportunity given to him, then UIDAI may issue notice in writing calling the contractor to cure the default within such time specified in the notice.
- 4) UIDAI shall have the right to proceed or take action as per clause no: (a) or clause no: (b) above, in the event that the contractor becomes bankrupt, insolvent, compounds with his creditors, assigns the contract in favor of his creditors or any other person or persons or being a company or corporation goes into liquidation, provided that in the said events it shall not be necessary for the UIDAI to give any prior notice to the contractor.

- 5) Termination of contract as provided for in the sub-clause (a) above shall not prejudice or affect the rights of the UIDAI which may have accrued up to the date of such termination.

## **28 LIQUIDATED DAMAGES**

In the event of the contractor's failure to submit bonds, guarantees and documents, supply, installation, commissioning and conduct trials etc.. as specified in the contract, UIDAI may at its discretion, withhold any payment until the completion of the contract. UIDAI may also deduct from the contractor as agreed, the liquidated damages to the sum of 0.5% of the contract value for delay of every week or part thereof, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of the delayed stores. UIDAI also owns the discretion to cancel the contract for delays beyond the reasonable period.

## **29 RISK & EXPENSE CLAUSE**

- 29.1 Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment 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.
- 29.2 Should the stores or any installment 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.
- 29.3 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 purchase, manufacture, or procure from any other source as he thinks fit, other stores 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 stores remaining to be delivered thereunder.
- 29.4 Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 30 % of the value of the contract.

## **30 LIMITATION OF LIABILITIES**

The final payment by UIDAI in pursuance of the contract terms shall not mean release of the Contractor from all his liabilities under the contract. The Contractor will be liable and committed under this contract to fulfill all his liabilities and responsibilities, till such time UIDAI releases Contract Performance Guarantee.

## **31 ARBITRATION**

If any difference arises concerning this Agreement, its interpretation on the payment to be made thereunder, the same shall be settled by mutual consultations and negotiations. If attempts at conciliation do not yield any results within a period of 30 days, either party may request the other for submission of the dispute for decision by an arbitral tribunal containing a Sole Arbitrator to be appointed by Deputy Director General, Technology Centre, UIDAI, Bengaluru. The arbitration proceedings shall take place at Technology Centre, UIDAI, Bengaluru only. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed hereunder and in force shall be applicable to such proceedings.