## GOVERNMENT OF INDIA UNIQUE IDENTIFICATION AUTHORITY OF INDIA REGIONAL OFFICE, LUCKNOW

## **TENDER DOCUMENT**

# For providing rental Taxi services To the Unique Identification Authority of India By a reputed Taxi service provider

Date of issue of Tender Document : 10.06.2015

Last Date & time for submission of : 01.07.2015 (up to 1500 hours)

**Tender Document** 

Last date for pre –bid clarification : 30.06.2015

Date & time for opening of Tender Document

Technical bid : 01.07.2015 (At 1530 hours)

Financial Bid of eligible Tenderers : At later date

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# No. File No. A-11016/87/2010-ADM

#### Government of India

NITI Aayog (National Institution for Transforming India)
Unique Identification Authority of India

3<sup>rd</sup> Floor, U.P. Samaj Kalyan Nirman Nigam Building, TC-46/V, Vibhuti Khand, Gomti Nagar, Lucknow-226010.

#### **TENDER NOTICE**

- 1. Sealed tenders are invited under **Two Bid System** i.e. (**Part-I Technical Bid and Part-II Financial Bid**) from reputed, experienced and financially sound Taxi service providers to provide rental taxies to Unique Identification Authority of India (UIDAI) Regional Office at Lucknow. The contract will be initially for a period of **one year and extendable upto two years** and is likely to commence from the date of signing of agreement. The quantum of requirement of vehicles may increase or decrease during the period of contract.
- 2. The tender document can be downloaded from the website of UIDAI at http://uidai.gov.in and Central Public Procurement Portal. Those who download the tender document from website should enclose an additional DD for Rs. 100/- in favour of "Sr. AO, UIDAI", payable at Lucknow.
- 3. The interested Agency may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of **Rs.** 50,000 (**Rs.** Fifty Thousand only) refundable without interest, in the form of demand draft / Pay Order drawn in favour of Sr. Accounts Officer, UIDAI Lucknow up **to 1500 hours on 01.07.2015** in the tender box kept on the Reception Counter of UIDAI, TC-46/V, 3<sup>rd</sup> Floor, Samaj Kalyan Nigam Building, Vibhuti Khand, Gomti Nagar, Lucknow-226010. The tenders will not be accepted beyond the stipulated date and time under any circumstances what so ever.
- 4. **The Technical bid shall be opened on 01.07.2015 at 1530 hours** in the conference room of office of UIDAI, TC-46/V, 3<sup>rd</sup> Floor, Samaj Kalyan Nirman Nigam Building, Vibhuti Khand, Gomti Nagar, Lucknow-226010 in the presence of the representative of firms who wish to be present. At the first instance the technical bids shall be analyzed by a technical committee constituted for the purpose. At the second stage financial bids of only technically acceptable offers shall be opened at later date. The scheduled time and venue for opening the financial bids will be communicated to only those firms/agencies whose technical bids are found in order.
- 5. The UIDAI reserves the right to cancel the tender at any time or amend / withdraw any of the terms and conditions contained in the Tender Document without assigning any reason, thereof.

### A. SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

- 1. Regional Office, UIDAI, Lucknow requires the services of reputed, well established and financially sound taxi service provider Company/ Firm/ Agency (hereinafter referred to as Agency) to provide rental commercial taxi services for its office at Lucknow.
- 2. Bidders are advised to study the bid document carefully. Submission of the bid shall be deemed to have been done after careful study and examination of all instructions, eligibility, forms, terms and requirement specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender document or submission of a bid not substantially responsive to the tender document t in every respect will be at the bidder's risk and may result in the rejection of the bid.
- 3. The contract will be for a period of **one year and extendable upto two years** and is likely to commence from the date of agreement. The UIDAI, however, reserves right to terminate/curtail the contract term at any time after giving one week's notice to the selected service providing agency without assigning any reason.
- **4.** The interested Agency may put the tender document **complete in all respects along** with Earnest Money Deposit (EMD) of **Rs.** 50,000 (**Rs.** Fifty Thousand only) **with Technical bid up to 1500 hours on** 01.07.2015 **in the Tender Box kept at the Reception Counter of UIDAI**, TC-46/V, 3<sup>rd</sup> Floor, Samaj Kalyan Nigam Building, Vibhuti Khand, Gomti Nagar, Lucknow-226010.
- 5. The crucial dates relating to "Tender for hiring of taxi services" are cited as under:

a) Date of issue of Tender Document: 10.06.2015

b) Last date and time for submission of Tender

Document : 01.07.2015 (up to 1500 hours)

c) Last date for pre bid clarification: 30.06.2015

d) Date and time for opening of Tender Document

i. Technical Bid : 01.07.2015 (At 1530 hours)

ii. Financial Bid : At later date

(\*As the responses as mentioned in (d) will be released on e-mail, bidders are required to provide the necessary information for communication and check the website www.uidai.gov.in)

#### 6. Bid Submission

(a) The Bid must be submitted in three separate inner covers, which should be addressed to Sh. C.S. Mishra, ADG (H.Q.), UIDAI, R.O., Lucknow. These covers should be superscripted as under and should be sealed separately.

EN-01- "Tender for hiring of taxi services to UIDAI - EMD"

EN-02 - "Tender for hiring of taxi services to UIDAI - Technical Bid" as per Annexure-A.

EN-03 – "Tender for hiring of taxi services to UIDAI - Financial Bid" as per Annexure-B.

- \* The Envelope EN-01 must contain demand draft for EMD.
- \* The envelope EN-02 must also contain the document in support of the Technical/eligibility criteria as mentioned above. The technical bid should be submitted in form given in Annexure-A along-with registration particulars, copy of PAN number issued in favour of the firm, full details of the number of Taxis registered in the name of the bidder or his firm with photo copies of RCs and any other information sought for in the last section of the Annexure-A.
- \* The envelope EN-03 must contain the financial bid as peer Annexure-B. The price quoted shall be firm and final for the entire contract period.

The outer cover in which these three sealed covers are placed should be superscripted "Tender for hiring of taxi services to UIDAI" due on 01.07.2015 at 1500 hrs and addressed to:

Shri C.S. Mishra
Assistant Director General (H.Q.),
Government of India,
NITI Aayog (National Institution for Transforming India)
Unique Identification Authority of India,
TC-46/V, 3<sup>rd</sup> Floor, Samaj Kalyan Nigam Building,
Vibhuti Khand, Gomti Nagar, Lucknow-226010.

(b) The offers submitted by telex/telegram/fax/email or any manner other than specified above shall not be considered. No correspondence will be entertained on this matter.

## 7. Earnest Money Deposit (EMD)

The bidder should deposit Earnest Money Deposit (EMD) of **Rs.** 50,000 (**Rs.** Fifty Thousand only) refundable in the form of Demand Draft/Pay order payable to Senior Accounts Officer, UIDAI, R.O., Lucknow. The bid without EMD shall be rejected and no correspondence will be entertained on this subject.

#### 8. Bid validity

The bid shall be valid for a period of 90 days from the date of opening of the tenders.

#### 9. Bank Guarantee

The successful tenderer (s) will have to deposit Performance Bank Guarantee of 10% annual value of contract by a reputed Bank. The performance bank guarantee should remain valid for a period of sixty days beyond the date of completion of all contractual obligations by the firm. In case the contract is further extended beyond the initial period, the performance bank guarantee will have to be accordingly renewed by the successful tenderer (s).

#### 10. **Signing of Bid**:

Individual signing the bid or other documents connected with contract must specify whether he signs as:

(i) A "sole proprietor" of the concern or constituted attorney of such sole proprietor.

- (ii) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- (iii) Director or principal office duly authorized by the Board of Directors of the Company, if it is a Company.
- (iv) In case of partnership firms, a copy of the partnership agreement or general power of attorney duly attested by a Notary Public should be furnished on stamped paper duly sworn of affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed alongwith the eligibility bid.
- (v) 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.
- (vi) A person signing the bid form or any documents forming part of the bid on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, UIDAI may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- (vii) The bidder should sign and affix his/his firm's stamp at each page of the bid and all its Annexure.
- 11. The tendering agency is required to enclose duly attested photocopies of the following documents alongwith the Technical Bid:
  - a) Registration certificate as tour/taxi service operator.
  - b) Copy of PAN card.
  - c) Copy of IT returns filled for the last three financial years.
  - d) Copy of Service Tax Registration certificate.
  - e) Proof of Service Tax paid during last three years.
  - f) Copies of atleast two contracts awarded by the Central Govt./State Govt./PSUs/ Banks/Reputed Private Firms during the last 02 years to be reckoned w.e.f. tender opening date.
  - g) Certified copy of bankers certificate account maintenance for last three financial years.
  - h) Copy of turnover statement of last three financial years, i.e., 2011-12, 2012-13 and 2013-14 duly certified by Chartered Accountant.
- 12. Conditional bids shall not be considered and will be out rightly rejected in very first instance.
- 13. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In no case should there be any change in the format of the financial bid. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be attested by the person authorized to sign the tender bids.
- 14. 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.

- 15. 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 document must be signed by all partners of the firm.
- 16. It is to be ensured that the complete information as required by this office may be furnished by the bidders in the prescribed format. Formats submitted with incomplete information and not confirming to the requirement are liable to be rejected.
- 17. Each page of the tender should be signed by the tenderer or by his authorized signatories with seal of the agency.
- 18. The Technical bid shall be opened on the scheduled date and time, i.e., 01.07.2015 (at 1530 hours), in the conference room of office of Regional Office, UIDAI, TC-46/V, 3<sup>rd</sup> Floor, Samaj Kalyan Nigam Building, Vibhuti Khand, Gomti Nagar, Lucknow-226010, in the presence of the representative of the Agency, if any, who are present at the time of opening the tender.
- 19. All the information given in Technical Bid will be verified physically by a designated committee.
- 20. The Financial Bid of only those tenderers will be opened who will qualify pre-bid technical qualification. The scheduled time and venue etc. will be communicated to only those agencies whose technical bids are found in order.
- 21. At any time prior to the last date for receipt of bids, UIDAI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or as per the decisions taken in the pre-bid meeting, modify the Tender Document by an amendment. The amendment will be notified on UIDAI website will be binding on the prospective bidders. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, UIDAI may, at its discretion, extend the last date for the receipt of Bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval shall result in forfeiture of Bidder's EMD.
- 22. The UIDAI reserves the right to cancel all bids without assigning any reason.
- 23. The successful tenderer will be informed of the acceptance of their tender by registered post.
- 24. The Bidder shall bear all costs associated with the preparation and submission of its bid. UIDAI will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.

## B. TECHNICAL BID QUALIFICATION CRITERIA

The tendering Agency must fulfill the following technical specifications in order to be eligible for technical evaluation of the bid described in detail in Section D & E:

- 1. The Registered Office of the Agency should be located in Lucknow. Self attested copy of the registration certificate of office in Lucknow shall be enclosed.
- 2. In case of partnership firms, a copy of the partnership agreement, or general power of Attorney duly attested by a Notary Public, should be furnished on stamp 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.
- 3. The Agency must have a minimum of two years experience in supplying taxies to reputed private companies/Public Sector Companies/Banks /Central and State Government Departments. Proof of at least two (02) contracts relating to supplying of taxi services to Central Government/State Governments/ PSUs/Bank/reputed private firms in last two years along with attested copies of the supply order.
- 4. The Agency should have had a minimum annual turnover of Rs. 12 lakhs each year during last three financial years, i.e.2011-12, 2012-13, 2013-14. A copy of turn over statement duly certified by the C.A must be enclosed with the tender document.
- 5. The Agency should have its own Bank Account. Certified copy of the account maintenance for the last three years issued by the Bank shall be enclosed.
- 6. Certified **copy of the PAN card** shall be attached with the Bid document.
- 7. The Agency (not individual) should be **registered with Service Tax departments**. Certified copy of the registration shall be attached with the Bid document.
- 8. The Agency must have a **minimum of 06 small, mid or/and large segment fleet** of commercial taxi cars registered in its name in Lucknow. **A list of such vehicles with registration details** should be attached with the bid. The list should also indicate the date of registration of the car. It should be mentioned in the Technical Bid that, on signing of contract, cars with a registration date not earlier than 2013 will be provided to the office.
- 9. The agency must attach proof of successful and satisfactory completion of atleast three contracts/works each amounting to atleast **Rs.** 5.00 Lakh per annum or two works amounting to **Rs.** 7.5 Lakh each or 1 work amounting to **Rs.** 12 lakh per annum during the last five years from the tender opening date. The certificate should be from prominent organizations (Government organizations / PSUs/ Banks/reputed private firms).

### C. CRITERIA FOR EVALUATION OF TENDER

- 2.1 a. EN-01 is the first envelope to be opened on the specified date and time in the presence of bidder's representatives (one from each bidder). EN-02 of only those bidders whose EMD is in order shall be opened in the same session. Bids not accompanying with the prescribed EMD not be considered.
  - b. The contents of EN-02 (bidder's eligibility) shall be passed on to a duly constituted Technical Evaluation Committee (TEC) for evaluation. The TEC would scrutinize the bids with respect to the eligibility conditions specified in the tender document, may call for additional information from the bidders or may visit the bidders' offices for verification. Additional information if called for must be submitted in the time period given by the TEC failing which the bid shall be rejected.
  - c. EN-03 Financial bid shall be opened only for the technically accepted bidders on a date and time duly notified and in the presence of the bidders' representatives. The rates quoted by various bidders shall be read out in this session if so desired by the representatives. The financial bids shall be evaluated by a duly constituted Financial Evaluation Committee (FEC).
  - d. In order to have a single rate index for evaluating and comparing the tenders of different tenders for different categories of vehicles, the UIDAI has assigned weightages to each category on the basis of the estimation of the share of the vehicles required in each category and other parameters. Accordingly the following formula will be used to arrive at a single figure:

## Over- all consolidated Rate Index (OCRI)

As this stage the average rates for each category and both options (monthly or daily) shall be used to compute the aggregate index for all categories and options. The formulate for this one will be as below:

```
OCRI = [\{M1*(0.20) + M2*(0.80)\} *(0.90) + \{D1*(0.20) + D2*(0.80)\} *0.10] Where,
```

M1 = Average Monthly Rate for Category 1

M2 = Average Monthly Rate for Category2,

and

D1 = Average Daily Rate for Category 1

D2 = Average Daily Rate for Category 2,

and

\* is used as the symbol for multiplication:

Example is given below to clarity the working of this formula:

Suppose, the Average Monthly Rates for each category (category 1,2) are Rs. 25,000, 30,000, respectively and the average daily rates arrived at in stage I for two categories (1,2) are Rs. 1000,1200, respectively.

Then, the over-all Consolidated Rate Index will be:

```
= [\{25000*(0.20) + 30000*(0.80)\}*0.90] + [\{1000*(0.20) + 1200*(0.80) *0.10]
```

= 26100 + 116

= 26216

<sup>= [(5000+24000)\*0.90] + [(200+960)\*0.10]</sup> 

<sup>= [29000\*0.90] + [1160\*0.10]</sup> 

- 2.2 Rate quoted for Extra KM beyond 2000 KM and extra hour beyond 312 hours will not be considered for evaluation. Payment for extra day, KM and hour has been separately indicated in the proforma for financial bid at Para 1.1 and 1.2 (Part E).
- 2.3 The contract shall commence from the date of consent of the firm to the terms and conditions. To begin with, the contract will be for one year, extendable to two years if performance/service is found satisfactory on review after one year. The contract so awarded can be terminated by the Office of the Unique Identification Authority of India at any time without notice or conveying any reasons thereof.
- 2.4 Any attempt by any bidder to bring pressure of any kind, may disqualify the bidder for the present tender and the bidder may be liable to be debarred for three years from bidding for future UIDAI tenders besides forfeiting the EMD.
- 2.5 UIDAI reserves the right to accept any bid, and to cancel/abort the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders, of any obligation to inform the affected Bidder or Bidders of the grounds for UIDAI's action and without assigning any reasons.
- 2.6 The decision of UIDAI arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any bidder to bring pressure of any kind, may disqualify the bidder for the present tender and the bidder may be liable to be debarred from bidding for UIDAI tenders in future for a period of at least three years.
- 2.7 When deemed necessary, UIDAI may seek, clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the tender submitted or price quoted. Also it will not imply that bidder's bid has been selected for processing.
- 2.8 UIDAI may waive any min or informality or non-conformity or irregularity in a bid, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

# D. PROFORMA FOR TECHNICAL BID

Sl. No.	Criteria	
1	Name of Agency	
	Name of Agency	
2	Nature of the concern:	
	(i.e. Sole Proprietor or Partnership firm	
	or a Company or a Government	
	Department or a Public Sector	
	Organization)	
3	Full Address of Registered Office	
	Telephone No.	
	FAX No.	
	E-Mail Address	
4	Full address of Operating/ Branch	
	Office in Lucknow	
	Telephone No.	
	FAX No.	
5	E-Mail Address	
3	Banker of Agency with full address (Attach Bankers certificate of account	
	maintenance for the last three years)	
	Telephone Number of Banker	
6	Registration No. of the Agency /firm	Attach self-attested copy of the Registration
7	PAN No	Attach self-attested copy of the Registration
- 0	1711/1/0	And I do not also control to the con
8	Service Tax Registration No.	Attach self-attested copy of the Registration
9	Service tax paid during last three years	Attach Statement of last three years service tax
	-	details
10	Financial turnover of the Agency for	Attach last three years of financial statement duly
	the last 3 Financial Years	certified by the CA and copy of the Agency's IT
11		return of last three years.  Attach list of vehicles with the RC numbers and
11	Number of Vehicles registered with the	
	agency.	date to indicate not more than 2 year old vehicles.  Attach list of vehicles with fuel to be used
12	Details of major contracts handled in	Attach in Annexure –A
	last two years	
13	Certificate of satisfactory performance	Attach attested copies of the appreciation letters
	from the organization to whom the	from the organizations to whom service was
	service was provided.	provided.

	Signature of authorized person
Date:	Name:
Place:	Seal:

# **DECLARATION**

1.	I,Son/Daughter/Wife of		
	Shri Proprietor/Director/authorized signatory of the		
	Agency mentioned above, is competent to sign this declaration and execute this tender document;		
2.	I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;		
3.	The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.		
	Signature of authorized person		
Da	te:		
	Full Name:		
Pla	ace: SEAL		

#### E. PROFORMA FOR FINANCIAL BID

Name of the Agency:

### **SCHEDULE-A - Daily Option:**

Rates (all inclusive including all taxes and levies except service tax & parking charges) for Taxis as indicated below:

Sl.	A	В	С	D	E
No.	Make	Numbers	Rate for full day	Rate for extra per	Rate for extra
			(12 hrs and 100	kms. Beyond 100	per hour beyond
			Kms.) - In <b>Rs</b> per	kms. ( <b>Rs</b> per	12 hours ( <b>Rs</b>
			day	Km.)	per hour)
D-1	Honda City or	On purely			
	similar (White)	adhoc			
D-2	Indigo or similar	basis as			
	(White)	and when			
		required			

#### **SCHEDULE-B - Monthly Option**

Rates (all inclusive including all taxes and levies except service tax & parking charges) of taxis on monthly basis

Sl.	A	В	С	D	E
No.	Make	Numbers	Rate for 2000 kms.	Rate for extra	Rate for extra
			And 26 days per	per kms.	per hour beyond
			month and upto	Beyond 2000	312 hours ( <b>Rs</b>
			312 hours (in <b>Rs</b>	kms. ( <b>Rs</b> per	per hour)
			per month)	Km.)	
M-1	Honda City or	01			
	similar (White)				
M-2	Indigo or similar	03*			
	(White)				

<sup>\*</sup> The no. of vehicles may vary, as per the requirement of UIDAI, RO Lucknow.

## **NOTE:**

- 1. The number of vehicles hired may vary.
- 2. The rates may include payment to Driver (s) as per Minimum Wages as per Law.
- 3. Extra hour/day/km in monthly option (schedule B) will be compensated as follows:
  - 3.1 Extra for days exceeding 26 days use will be as follows (with duty upto 12 hours): Rs. per day = Column C/26.
  - 3.2 The payment for extra Km beyond 2000 Kms. and extra hour beyond 312 hrs will be based on the average of all the quoted rates of valid tenderers against these items (Refer Schedule B of Monthly Option, Column C and Column D). This will be the basis of reimbursement if the quoted rate of the lowest tenderer is higher than the average quoted rate. In case, the quoted rate of L1 tender is lower, then reimbursement will be made on the quoted rate.

- 4. Compensation/recovery clause on account of variation in fuel prices:
  - To take care of price variation in fuel (diesel/petrol/CNG) the price compensation/recovery will be as per following formula:
  - % compensation/recovery = (F1/F0-1)\*100\*0.35
- i) Where F1 is the minimum price of petrol/diesel/CNG cost during the month to which the bill will relate.
- ii) F0 is petrol/diesel/CNG cost; as on the Tender opening date.
- iii) -/+ indicates recovery and compensation respectively.
- iv) % compensation/recovery will be on the accepted rate for various categories of vehicles indicated in Schedule A & B and item 3.2 of Schedule B.
- v) The rate payable for extra kms. (beyond 2000 kms.) will be adjusted based on the %age compensation/recovery as indicated above.

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

#### F. TERMS AND CONDITIONS OF THE CONTRACT

#### **General**

- 1. The contract will be **initially for a period of one year and extendable upto two years** and is likely to commence from the date of signing of the agreement. Any further extension (beyond two years) can be considered on mutually agreed terms and condition. The UIDAI, however, reserves the right to terminate/curtail the contract at any time after giving one week's notice without assigning any reason.
- 2. Taxis to be provided by the Contractor(s) should be in perfectly sound working condition and suitable for use by Senior Officers.
- 3. Taxis supplied should be fitted with all modern features and upholdings.
- 4. Taxies supplied should be new/ not be more than two year old as on date of contract. The firm should specify the numbers of such vehicles enclosing copies of their RCs. The successful firm should ensure that only such taxis of make and vintage as indicated in the agreement are deputed in this office. In case, such vehicles are not deputed, this office will hire such vehicles at the risk and cost of the supplier.
- 5. The approximate requirement of the vehicles will be 04. This is indicative. However, it may be less or more as per UIDAI requirement. The Regional Office will increase or decrease the no. of vehicles as per requirement. The segment wise approximate nos. is indicated below:

Category	Make	Colour	Requirement
1	Honda City or SX4 or similar	White	01
2	Indigo or similar	White	03*

<sup>\*</sup> The no. of vehicles may vary, as per the requirement of UIDAI, RO Lucknow.

- 6. The vehicles should require to be comprehensively insured.
- 7. The vehicles will have to be fitted /provided with the following additional accessories/utilities.
  - A. Clean seat covers and towels,
  - B. Quality radio music system,
  - C. Reading lamp,
  - D. Tissue paper box,
  - E. Car perfume,
  - F. Mobile charger,
  - G. Seat Belts (Front Rear),
  - H. Umbrella during Monsoon.
- 8. In case the above items are not provided in the vehicle, the same will be procured locally by the UIDAI and the amount will be deducted from the monthly bills.
- 9. Firms should have sufficient numbers of drivers having experience of driving in Lucknow.
- 10. Only such Taxi Operators may apply whose Taxis have been duly authorized by the concerned RTO for use as public transport and who have telephone connections available at their Premises/Garage/Stands from where such taxis are to be operated and can be requisitioned by the Office of the Unique Identification Authority of India.
- 11. The firm should ensure that the drivers employed hold valid driving license, are well trained, well behaved, reasonably educated, conversant with traffic rules/regulations and city roads/routes as well as security instructions.

- 12. Each driver employed by the firm must have a cell-phone duly activated.
- 13. Each driver should wear uniform while on duty.
- 14. No mileage will be allowed for lunch/tea of the driver. Driver should carry his lunch.
- 15. A list of drivers who would be deployed on duty along with their valid driving license nos. has to be provided to the Unique Identification Authority of India. No driver should be changed unless the officer to whom the driver reports is apprised.
- 16. The firm should inform in advance the bio- data of all drivers who would be deployed on duty to the Unique Identification Authority of India.
- 17. Declaration from the transporter on their letter-head stating that the drivers provided are of Good Character, vetted by police for security, have valid driving license and are aware of the roads of Lucknow will be provided to the Office of the unique Identification Authority of India.
- 18. The firm should have an adequate number of telephones for contact round the clock and these may be conveyed to this office.
- 19. The firm should have a provision to take bookings 24 x 7.
- 20. The firm should be experienced in providing fleets for events, delegations, meetings and conferences etc.
- 21. "Full Day" would imply a run of the Taxi upto 100 kilometers and 12 hours duration.
- 22. Full month would imply 2000 kms and 26 days upto 312 hours.
- 23. The mileage not covered not covered +/- will be carried forward to the subsequent months till the end of the quarter (i.e., April-June, July-September, October-December, and January-March). For example, total kms. run during April, May and June will be 2000 kms. X 3 = 6000 kms. If the mileage for the months of April = 1950 kms., May=1860 kms., and June=2190 kms., then total for the quarter will be 6000 kms. Hence, the payment at the end of the quarter will be 2000 kms. X 3. Hence, the kms. run during the quarter are adjusted at the end of each quarter.
- 24. Mileage for journeys performed out of Lucknow during the month will be included in the monthly mileage of that vehicle. The hours during night stay will not be included in the total no. of hours of the month.
- 25. Rates once finalized will be fixed at least for a period of one year and used as base rate in case of Upward/downward change in rates in fuel prices.
- 26. In case of requisition of vehicles on Sundays/Public Holidays and if no. of hired days exceeds 26 in a month, the proportionate amount for the extra day (s) based on the monthly option rate will be paid as per formula given below:

Rate for extra hired day = no. of extra days x monthly rate/26

27. Any complaint from the users regarding poor upkeep, maintenance, non availability of above accessories or any misbehavior of the driver would attract a cut from the bill for that day(s) on pro rata basis @ 25% in the first instance, 50% in the second instance and removal of driver and/or vehicle from the fleet on the third instance either from per day rate or on prorata basis.

- 28. Vehicles are to be assigned exclusively to UIDAI only. The vehicles being hired on a monthly basis by the UIDAI should not be used for any other activity/ organization at the end of day or holidays. The vehicles will have to be parked by the drivers at UIDAI designated places at the closing of each day. If the above stipulation is not followed, one day proportionate amount of the monthly rate will be levied as penalty for each instance.
- 29. Any overtime arising due to breakdown of vehicle supplied by Agency shall be on his account and shall not be charged to UIDAI.
- 30. A daily record indicating time and mileage for each vehicle shall be maintained by the driver in a log book in a format as per govt. instructions and the log book shall be submitted to the concerned officer in UIDAI regularly for scrutiny.
- 31. A vehicle will be allowed for booking only in condition when the Milo meter is sealed. If during the running of the vehicle it is found that the Milo meter is unsealed then forfeiture of hiring charges and a penalty as fixed by UIDAI will be imposed.
- 32. The time and mileage shall be taken in to account from the reporting time at the appointed place (both at the time of reporting and closing). There will be no dead mileage. In other words to and fro journeys from the taxi stand to the reporting place and releasing place to taxi stand will not be counted for computing the mileage or time.
- 33. Once the hiring of vehicles commences from a particular agency/firm, the vehicles and drivers should not be changed unless so requested for by the UIDAI. The vehicle must be available at any time of days as desired by the UIDAI.
- 34. In case of breakdown of any vehicle during official duty, it shall be the responsibility of the firm to provide a substitute vehicle which is of similar make as replacement immediately.
- 35. The liability of the UIDAI will be limited to the hiring charges agreed in the contract.
- 36. No additional terms & conditions over and above the conditions stipulated above shall be entertained by UIDAI
- 37. Actual parking charges/Toll charges will be payable along with the monthly bills, only upon submission of the parking bills/toll receipts, etc.
- 38. The agency will be responsible for compliance of all statutory provisions related to minimum wages, etc. in respect of the drivers deployed by it. The tendering agency will be fully responsible for payment of wages and other dues and compliance of all labour laws, welfare schemes applicable to the drivers deployed by them in this Office.
- 39. Drivers engaged for the UIDAI vehicles should be provided weekly holiday and paid minimum wages as per applicable law. The salary of driver(s) should be paid by the agency on time.
- 40. While the Office of the unique Identification Authority of India has a regular requirement for hiring taxis, it shall have the right not to utilize the services at all at any time for any period without giving any notice. The office will also reserve the right to hire taxis from any other provider of such services even during the period of contract.
- 41. For all purposes of the contract, including arbitration there under, the contractor shall notify

- a change of address by a separate letter sent by registered post (with acknowledgement) to the office of the UIDAI. The contractor shall be solely responsible for the consequences for any omission or error to notify change of address in the aforesaid manner.
- 42. In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by this Department in that event and the Security Deposit in the form of Performance Bank Guarantee shall be encashed.
- 43. The Bank Guarantee can be forfeited by order of the Competent Authority of the Office of the unique Identification Authority of India in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the unique Identification Authority of India as sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- 44. In case of frequent change of vehicle in respect of a particular officer, one day amount will be deducted for every second change.
- 45. Rs. 500 will be deducted in case of delayed reporting by the driver upto one hour. For more than one hour to two hours delayed reporting, 50 percent of the proportionate daily rental arrived from monthly option amount will be levied. For more than two hours delayed reporting, UIDAI will be levying one day proportionate amount derived from monthly rate as penalty.

## **G:** Terms of payment:

- 1. No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
- 2. The contractor shall submit at each stage/ in the first week of the following month in respect of the previous month (in case of monthly payments) for approval of the amount of bill and passing the bill for payment.
- 3. All payments shall be made by ECS/RTGS only.
- 4. Office of the Unique Identification Authority of India shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding paragraph.
- 5. The term 'payment' mentioned in this paragraph 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.
- 6. Wherever applicable, all payments will be made as per schedule of payments to be decided in the agreement.
- 7. TDS, as applicable, will be recovered from the bill.
- 8. Duly signed bills in triplicate shall be submitted along with the daily log book/duly slips of Taxi/car's usage signed by the officer who used the vehicle. The car registration number should be mentioned on bill.

# **ANNEXURE-A**

Details of major contracts with Central Government/State Governments/PSUs/ Reputed Private Firms handled by the tendering Agency for providing hiring of taxi services during the last two years in the following format:

## (Attested copies of the work awarded in last two years may be enclosed)

Sl.	Details of client along with address,	Amount of Contract	Duration of C	ontract
No.	telephone and FAX numbers	( <b>Rs.</b> Lakh per year)		
			From	То
1.				
2.				
3.				

(If the space provided is insufficient, a separate sheet may be attached)

## PROFORMA FOR PERFORMANCE BANK GUARANTEE

In consideration of UIDAI, RO, LUCKNOW (hereinafter called as the Employer which expression

(On stamp paper of appropriate value from any Nationalized Bank)

To,

UNIQUE IDENTIFICATION AUTHORITY OF INDIA, REGIONAL OFFICE, 3<sup>rd</sup> FLOOR, TC -46/V, SAMAJ KALYAN NIRMAN NIGAM BUILDING, VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW- 226010.

### Dear Sir,

shall include his successor and assigns having awarded to
(here in after referred to as the said Company/ firm or Company/ firm when
expression shall wherever the subject of context so permits include its successors and assigns) a
contract No In terms inter alias, of the NIB's Letter No dated
and the General Conditions of Contract and upon the condition of the Company / firm's
furnishing security for the performance of the Company/ firm's obligations and discharge of the
Company/ firm's liability under in connection with the said contract <u>up to a sum of Rs</u>
1. We
Act, 1949 and having our registered office at(here in after called "the Bank
which expression shall include its successors and assigns) hereby jointly and severally
undertaking to guarantee the payment to The employer in rupees forthwith on demand in
writing and without protest of demur or any and all moneys anywise payable by the
Company/ firm to The Employer under in respect of or in connection with the side contract
inclusive of all The Employer's losses and damages and costs, (inclusive between attorney
and client) charges and expenses and other moneys anywise payable in respect of the above
to this guarantee up to an aggregate limit of 10% of the annual value of contract by a
reputed Bank
2. We
and as to whether the said Company/ firm has committed any breach or breaches of any of
the terms and conditions of the said contract and the extent of loss, damage, cost, charges
and expenses caused to or suffered by or that may be caused to or suffered by The Employer
on account thereof and the decision of The Employer that the said Company/ firm has
committed such breach or breaches and as to the amount or amounts of loss, damage, costs
charges and expenses caused to or suffered by The Employer from time shall be final and
binding on us.

- 3. The Employer shall be at liberty without reference to the bank and without affecting the full liability of the bank hereunder to take any other security in respect of the Company/ firm's obligations and liabilities hereunder or to vary the contract or the work to be done there under vis-à-vis the Company/ firm or to grant time or indulgence to the Company/ firm or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/ or any other security (ies) now or hereafter held by the employer and no such dealing (s) reduction (s) or other indulgence (s) or arrangement with the Company/ firm or release or forbearance whatsoever shall absolve the Bank of the fail liability to The Employer hereunder or prejudice the rights of The Employer against the bank.
- 4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the Company/ firm but shall in all respect and for all purpose be binding and operative until payment of all monies payable to The Employer in terms thereof.
- 5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or dispute having been raised by the Company/ firm stopping or preventing or purporting to stop or prevent any payment by the bank to The Employer in terms hereof.
- 6. The amount started in any notice of demand addressed by the Employer to the bank as liable to be paid to the Employer by the Company/ firm or as suffered or incurred by The Employer on account of any losses or damages of cost, costs, charges and/ or expenses shall be conclusive evidence of the amount so liable to be paid to The Employer of suffered or incurred by The Employer as the case may be and shall be payable by the bank to The Employer in terms hereof.
- 7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the Company/ firm arising up to and until midnight of......
- 8. This guarantee shall be addition to any other guarantee or security whatsoever that The Employer may now or at any time anywise may have in relation to the Company/ firm's obligations/ or liabilities under and/ or in connection with the said contract, and The Employer shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which The Employer may have or obtain and no forbearance on the part of The Employer in enforcing or requiring enforcement of any other security shall have the effect or releasing the Bank from its full liability hereunder.

- 9. It shall not be necessary for the Employer to proceed against the said Company/ firm before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the bank notwithstanding that any security which the Employer may have obtained or obtain from the Company/ firm shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.
- 10. We the said Bank undertaking not to revoke this guarantee during its currency except with the consent of The Employer in writing and agree that any change in the constitution of the said Company/ firm or the said Bank shall not discharge our liability hereunder.
- 11. We..... the said bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/ difference pending between the parties before the arbitrator and/ or that any dispute is being referred to arbitration.

Dated	day of	20.
For and on behalf of	of Bank.	

Issued Under Seal