

HQ-11014/1/2021-ADMIN-HQ

Online-Tender For Hiring of Taxi Service

2021

UNIQUE IDENTIFICATION AUTHORITY OF INDIA

New Delhi-110001

CHECK LIST

As a part of Online bidding, ensure uploading of the followings documents in the respective packets, namely, Packet – 1 consisting of (**Technical Bid**) and Packet 2 (**Commercial Bid**):

Check-list of Technical Bid: The following valid documents/evidences shall be enclosed/uploaded in the Bid (Packet-1):

S. No	Description	Annexed at Page Number
(i)	Scanned copy of original financial instrument for Tender Fee in the form of Demand Draft or exemption certificate, if applicable (Para 3.10.1 of Section III).	
(ii)	Bid Security Declaration as per Annexure 'H'	
(iii)	The bidder should be duly registered as Proprietor firm, Partnership firm, Private & Public Limited company, Agency, Corporate body legally constituted as per applicable law on the date of bid submission (Para 3.10.3 of Section III).	
(iv)	<p>Experience: Submit the below information in Annexure-‘C’</p> <p>The Bidder should have an experience of at least 3 (three) years in providing Taxi services during preceding financial years ending on 31/03/2020 and have executed the followings during any two financial years in the last three financial years ending on 31/03/2020 (with proof);</p> <p style="padding-left: 40px;">i. Three similar completed works costing not less than the amount equal to 40% of the estimated cost.</p> <p style="text-align: center;">or</p> <p style="padding-left: 40px;">ii. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.</p> <p style="text-align: center;">or</p> <p style="padding-left: 40px;">iii. One similar completed work costing not less than the amount equal to 80% of the estimated cost.</p> <p style="text-align: center;">(Para 3.10.4 of Section III)</p> <p>*Similar work means providing taxi service in a single contract to Govt./PSUs/Pvt. Reputed Institutions.</p>	
(v)	The Bidder should have average annual financial turnover of 30% of the estimated cost during last three financial years ending on 31/03/2020. Statement mentioning year wise turnover duly certified by CA/CS (Para 3.10.5 of Section III).	
(vi)	The bidder should have a valid evidence of registered Main/Branch office in NCT of Delhi (Para 3.10.6 of Section III).	

(vii)	The bidder shall submit an undertaking for non-blacklisting in “ Annexure-E ” on its letterhead (Para 3.10.7 of Section III) .	
(viii)	The bidder should have the following Taxis registered under Taxi Service in Delhi region in the name of firm or agency or proprietor firm, statement on letterhead mentioning each registered Taxi with copy of Registration Certificate (RC) (Para 3.10.8 of Section III) : 1. (Package-I) – 12 Nos. 2. (Package-II) –30 Nos. (Complete and Upload Annexure-‘D’)	
(ix)	a. The bidder should have:GST Registration. b. Copy of PAN. c. Bank Account. (Para 3.10.9 of Section III) .	
(x)	The bidder should submit ITRs for last three financial years ending on 31/03/2020 and latest compliance of GST return, enclose copies (Para 3.10.10 of Section III) .	
(xi)	The bidder should submit a summary sheet of all the documents properly indexed with page numbers (.	
(xii)	Feedback of Committee on Performance (para -- - of section----	

Important Note:

“Annexure- A” and other supporting documents / evidences in respect of checklist should be enclosed in Packet-1.

2. Check List of Annexure to be enclosed in the Commercial Bid (Packet-2):

Price Bid: Schedule of price bid in the form of BoQ_TAXI.xls (Download *.xls sheet and complete in all respect before upload).

SECTION I - SCOPE OF WORK

Site for providing Taxis:

- a. **UIDAI Headquarter Building, Bangla Sahib Road, Behind Kali Mandir, Near Gole Market, New Delhi-110 001**

And

- b. **UIDAI Regional Office, Delhi. Supreme Court Metro Station, Ground floor, New Delhi-110 001**

- 1.1 **Scope-** Providing Commercial Taxis to UIDAI Headquarters and Regional Office Delhi for commuting officers, visiting dignitaries, official tours, attending meetings, etc. The schedule of Taxis requirement includes Package-I & Package-II under Monthly, Daily and Outstation options are as mentioned below;

SL No.	Package/ Segment	Engine Displacement / CC	Taxis	Nos.
1.	Package-I 'C'-Segment	1240 CC - 1800 CC (SEDAN)	Taxi such as Ciaz/Skoda-Rapid/Volkswagen-Vento/Honda City or equivalent (Monthly Option- 2500 Kms & 300 Hrs)	09* (Nine)
2.	Package-II 'B'-Segment	1190 CC – 1290 CC (SEDAN)	Taxi such as Dzire/Aura/Tour/Honda Amaze/Hyundai Xcent or equivalent (Monthly Option- 2500 Kms & 300 Hrs)	28* (Twenty Eight)

* Under Package-I (Eight for UIDAI HQ and One for RO, Delhi) & Package-II (Twenty-Four for UIDAI HQ and Four for RO, Delhi).

The requirement of Taxis under Package-I and Package-II may increase or decrease during the period of contract based on the actual requirement/deployment.

- 1.2 The Taxis will be used to commute to the office in NCT National Capital Territory, as well as National Capital Region (NCR) depending upon the requirement.
- 1.3 The Taxis will be deployed with the Senior Officers of UIDAI on a monthly basis. The weekly off and timings of arrival/departure will be determined by the concerned officers. The Taxis should report to Administration Division / in case concerned officer is on tour / leave. If the Taxis fail to report during such tour/leave, it would be treated as absent.
- 1.4 The normal running of Taxis during a calendar month will be for 25 days, up to 2500 Kms & 300 Hrs. However, shortfall in utilization of the above stated limit in a particular month will be carried forward and can be utilized during the subsequent three months but within the contractual period.
- 1.5 The above requirement of Taxis may increase/decrease by 30% during the period of contract.
- 1.6 Almost 10 Taxis would be required during a month under daily option, which may vary depending upon the actual requirement.

SECTION II – Instruction to Bidders

This invitation is for e-procurement of “**Taxi Service**” at **Unique Identification Authority of India (UIDAI), Headquarter Building, located at Bangla Sahib Road, behind Kali Mandir, New Delhi – 110 001, and RO, Delhi located at Supreme Court Metro Station, Ground floor, New Delhi-110 001.**

2.1 Bidder(s) are advised to study the Bid document carefully. Online bid submission shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Bid offers prepared in accordance with the procedures enumerated in **Clause 3.1 of Section III** should be submitted online only through CPPP website: <https://eprocure.gov.in/eprocure/app> not later than the date and time laid down in the **Schedule for Invitation to Bid under Clause 2.10**. The Bidders are advised to follow the instructions provided in the ‘Instructions to the Bidder for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>’. Bid documents may be scanned with 100 **dpi with black and white option, which** helps in reducing size of the scanned document.

Manual bids shall not be accepted.

2.2 One bidder or bidders having business relationship shall submit not more than one tender. Under no circumstance will father/mother and his/her son/daughter or other close relations who have business relationship with one another (i.e. when one or more partner(s)/ director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

2.3 Bidder(s) who have downloaded the tender from the UIDAI website www.uidai.gov.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case, if the same is found to be tampered/modified in any manner, tender will be completely rejected and such bidder(s) is/are liable to be banned from doing business with UIDAI.

2.4 Intending bidders are advised to visit again CPPP website <https://eprocure.gov.in/eprocure/app> and UIDAI website www.uidai.gov.in at least 3 days prior to closing date of bid submission for any corrigendum / addendum/ amendment.

2.5 The Hard Copy of original instruments in respect of ‘Tender fee’ must be delivered to the address as mentioned in the Clause 2.10 of the Section II on or before the date & time of bid submission as mentioned in critical date sheet. In case of failure, Bid(s) shall be rejected summarily for non-submission of original payment instrument. The Demand Draft submitted for tender fee shall be **non-refundable**.

2.6 Bids will be opened as per schedule mentioned in the Clause 2.10 (d) and the schedule of Price-Bid will be intimated to technically qualified bidders with the approval of competent authority.

2.7 **EMD is exempted till 31.12.2021, as per order of Ministry of Finance, Deptt. Of Expenditure vide order no. No. F.9/4/2020-PPD dated 12.11.2020.**

- 2.8 The Bidder(s) is required to pay Rs.500/- (Rupees Five Hundred Only)+5%GST towards Tender fee, at the time of bid submission, in the form of a Bank Demand Draft drawn on any Nationalized Bank/ Scheduled Commercial Bank in favour of "UIDAI" and payable at New Delhi, except those who have been exempted as per directive of Govt. of India (enclose certificate as applicable).
- 2.9 The transfer of Bid and subcontracting is not allowed, in case found, the bid/contract will be rejected/cancelled along-with forfeiture of PBG.

2.10 Schedule for Invitation to Bid

- a. Name of the Purchaser:

**The CEO,
Unique Identification Authority of India,
Ministry of Electronics & Information Technology,
Govt. of India (GoI),
Bangla Sahib Road, Behind Kali Mandir,
Near Gole Market, New Delhi-110001**

- b. Addressee and Address of the Contact Person for any clarification :

**Mr. V.P. TYAGI
Deputy Director (Admin),
4th Floor, UIDAI HQ, Ministry of Electronics & Information Technology,
Govt. of India (GoI),
Bangla Sahib Road, Behind Kali Mandir,
Near Gole Market, New Delhi-110 001**

- c. Queries should be submitted via E-mail to ved.tyagi@uidai.net.in followed by paper copy by post.

- d. **Important Dates:**

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

CRITICAL DATE SHEET		
Published Date	05.03.2021	at 1200 hrs
Pre-Bid Meeting	10.03.2021	at 1100 hrs
Submission of Clarification, if any	15.03.2021	at 1600 hrs
Clarification / corrigendum to be uploaded on the CPPP Portal, if any	16.03.2021	at 1300 hrs
Bid Submission Start Date	19.03.2021	at 1100 hrs
Bid Submission End Date	27.03.2021	at 1600 hrs
Technical Bid Opening Date	30.03.2021	at 1600 hrs
Financial Bid Opening Date	Will be communicated later	

Note: The UIDAI shall not be responsible for delay in online submission of the bid, whatsoever may be the reasons. Also, ensure delivery of the financial instruments (Tender Fee) to the addressee on or before the date & time of bid submission.

2.11 Procedure for Submission of Online Bids on CPP Portal

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

2.12 Registration

2.12.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.

2.12.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

2.12.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

2.12.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC) (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

2.12.5 A bidder should register only one valid DSC. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others, which may lead to misuse.

2.12.6 Bidder then login to the site in a secured manner by entering their user ID / password and the password of the DSC / e-Token.

2.13 Searching for tender documents

2.13.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2.13.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued in the tender document.

2.13.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

2.14 Preparation of bids

- 2.14.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2.14.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 2.14.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option, which helps in reducing size of the scanned document.
- 2.14.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

2.15 Submission of bids

- 2.15.1 Bidder should login to the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission date & time. Bidder will be responsible for any delay due to other issues.
- 2.15.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 2.15.3 Bidder has to select the payment option as “**offline**” to pay the tender fee as applicable and enter details of the financial instruments.
- 2.15.4 **EMD is exempted till 31.12.2021, as per order of Ministry of Finance, Deptt. Of Expenditure vide order no. No. F.9/4/2020-PPD dated 12.11.2020.**
- 2.15.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders **online**. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit **it online**, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 2.15.6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 2.15.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 2.15.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 2.15.9 Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of bid submission with all other relevant details.
- 2.15.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

2.16 Assistance to bidders

- 2.16.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2.16.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4001002, 0120-4001005, 0120-6277787.

SECTION III- Invitation of Bid

3.1 Online Bid Submission Process

- 3.1.1 The tender completed in all respect shall be submitted Online and must be uploaded in two packets i.e. Two Bid system (technical bid and commercial bid), and bidder must follow the procedure as detailed in the Clause 2.11 of Section II.
- 3.1.2 The bid shall be submitted online with the Signed and Scanned copies of all the required documents in:
- A) Packet-1 - Technical Bid submission with relevant/ supporting documents/evidences as mentioned in the bid.
 - B) Packet-2 - Schedule of commercial bid in the form of BoQ_TAXI.xls
- 3.2 All the documents being submitted must be sequentially numbered irrespective of nature of content of the documents before uploading. All the files / documents mentioned in the bid should be in *.PDF format except for the BoQ which should be *.xls format.
- 3.3 The offers submitted by Telegram/Fax/email shall not be considered. No correspondence shall be entertained in this matter.
- 3.4 The Original Instruments for Tender fee in the form of Demand Draft must be submitted on or before the last date & time of bid submission to the addressee, as mentioned in the Clause 2.10 (b) of Section II and scanned copies must be uploaded as referred in the above Clause 3.1.2(A).

3.5 Bid Prices

- 3.5.1 The Financial Proposal / Commercial bid is also provided as BoQ_TAXI.xls along with tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download the BoQ_TAXI.xls and quote their offer/rates in the permitted column and upload the same **On-Line** in Packet-2 as per above Clause 3.1.2(B).
- 3.5.2 Bidder shall not tamper/modify downloaded commercial/price bid template in any manner. In case, if the same is found to be tampered/modified, or quoted price revealed in any other manner, the bid shall be rejected and the bidder is liable to be banned from doing business with UIDAI.
- 3.5.3 In the absence of the above information as requested in Clause 3.5.1, a bid would be considered non-responsive and shall be summarily rejected.
- 3.5.4 The Bidder shall carry out the detailed study of the bid document for scope/facilities/requirement and accordingly, submit the bid by complying all terms and conditions.

3.6 Firm Prices

- 3.6.1 Prices quoted/offered must be firm and final. There would be no increase in rates payable to the Agency during the Contract period except GST, Toll, Parking and other taxes (MCD/Entry charges etc.), which will be paid extra as applicable.
- 3.6.2 The Toll, Parking and other taxes (MCD/Entry charges etc.) have to be paid by the Service Provider and the same will be **reimbursed** on production of original receipts duly verified by the user/concerned officer.
- 3.6.3 Variation in fuel price, if any, would be considered after completion of 6 months from the date of award of Contract (Clause-41 of Section –VI). The fuel price on the date of bid submission will be considered as reference/base price.

3.7 Discount

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

3.8 Bid Security not applicable till 31.12.2021

3.9 Period of Validity of Bids - 90 days

3.10 TECHNICAL ELIGIBILITY CRITERIA

The bidders shall ensure to submit/upload all the following requisite documents / evidences while uploading the bids completed in all respects:-

- 3.10.1 Requisite tender fee+5% GST in form of Demand Draft (in original).
- 3.10.2 **EMD - exempted till 31.12.2021 but Bid Security Declaration is must.**
- 3.10.3 The Bidder may be a duly incorporated Proprietary firm, Partnership firm, Private & Public Limited Company, Agency, Corporate body legally constituted as per applicable law on the date of bid submission Enclose all the supporting documents/evidences in this regard.
- 3.10.4 The Bidder should have experience of at least 3 (three) years in providing Taxi service during preceding three financial years ending on 31/03/2020 and have executed the following during any two financial years in the last three financial years ending on 31/03/2020 (with proof). A copy of the satisfactory certificate from the authorized person should be attached.
- i. Three similar completed works costing not less than the amount equal to 40% of the estimated cost.
or
 - ii. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.
or
 - iii. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Upload all requisite documents / evidences with page number and Index.

- 3.10.5 The Bidder should have average annual financial turnover of 30% of the estimated cost during the last three financial years, ending on 31/03/2020. Submit statement stating year wise turnover duly certified by CA/CS.
- 3.10.6 The bidder should have a registered Main/Branch office in NCT of Delhi. Supporting proof thereof should be attached.
- 3.10.7 The bidder shall submit an **undertaking for non-blacklisting/not indulging in criminal activities** on letterhead as per Annexure- 'E'.
- 3.10.8 The bidder should have the following Taxis registered under Taxi Service in Delhi region in the name of firm or agency or proprietary firm, statement on letterhead mentioning each registered Taxi with copy of Registration Certificate (RC);
- a. (Package-I) – 12 Nos. (with Delhi registration)
 - b. (Package-II) –30 Nos. (with Delhi registration)
- 3.10.9 The bidder shall have the following Registrations with proof:
- a. GST Registration.
 - b. Copy of PAN
 - c. Bank Account.
- 3.10.10 The bidder should submit ITRs for last three financial years ending on 31/03/2020 and latest compliance of GST return.
- 3.10.11 The vehicles to be deployed should be White /Off White in colour and should be either petrol/diesel driven.

3.11 Opening of the Bids and Technical Evaluation

- 3.11.1 The Bids received will be opened as per the scheduled date and time mentioned in the Critical date sheet and a committee duly constituted by the Competent Authority in UIDAI will carry out technical evaluation/scrutiny of the bids. The bidders possessing all the requisite qualifications/evidences/documents as spelt out in the Bid Document and found in order would be declared as technically qualified with the approval of the Competent Authority. Accordingly, the qualified bidders would be intimated for opening of the financial bids on CPP Portal.
- 3.11.2 Technical committee may visit premises of the bidder and may take feedback on performance from the bidder's clients which will be included in Technical Evaluation of the bids.

3.12 Commercial Evaluation

- 3.12.1 Commercial Evaluation of the bids will be online and offline both, and comments of the offline committee will be uploaded as per the online process.
- 3.12.2 A duly constituted committee will evaluate the commercial bids of the technically qualified bidders and determine their ranking by calculating overall consolidated rate index (OCRI) as mentioned in Section-IV. The bidder determined as L1 will be awarded the work. In addition to this, if there is a tie in the quoted cost/price, the bidder quoting lower night charges will be given priority in the selection. The

decision of UIDAI shall be final and no representation shall be entertained on this account.

3.13 UIDAI's right to vary Scope of Contract at the time of award

The UIDAI may change the general scope of the Contract, with mutual consent, at any time, by a written order in pursuant to Clause 5.11 of Section V.

3.14 UIDAI's right to accept any bid and to reject any or all bids

The UIDAI reserves the right to accept/reject any/all bid(s), and to annul the Bid process at any time prior to award of Contract without assigning any reason and without thereby incurring any liability to the affected Bidder/s or any obligation to inform the affected Bidder/s for the UIDAI's action.

3.15 Clarification

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

3.16 Notification of Award

3.16.1 Prior to expiry of the bid validity, UIDAI may notify the successful Bidder in writing by registered letter or email and the successful bidder shall accept the same in writing by registered letter /email within 07 days of receipt of such notification.

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

3.17 Signing of Contract

3.17.1 UIDAI will notify to the successful Bidder for acceptance of the bid and will send the Contract Form provided in the Bid Document (Annexure-G).

3.17.2 Within 10 days of receipt of the PBG, the successful Bidder shall sign two copies of the Contract and return one of them to the UIDAI.

3.18 Performance Security / Performance Bank Guarantee (PBG)

3.18.1 The successful Bidder shall furnish the performance security (@ 3% of contractual value) in the Contract Performance Guarantee Bond prescribed at (Annexure-F) of Section VII within 21 days on receipt of notification of award and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of Contract.

3.18.2 In case of failure, the successful Bidder may be blacklisted for doing business in UIDAI at least for three years, bids shall be cancelled and new tender will be floated.

3.19 Transfer and Sub-letting

The Service Provider has no right to bargain, sell, assign or sublet/ subcontract or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof. If found, the PBG of the Service Provider shall be encashed and the Service Provider shall be blacklisted for doing business in UIDAI at least for three years.

3.20 Events upon Termination

In the event of termination of this agreement for any reason whatsoever, the Service Provider shall not be entitled for any amount whatsoever from UIDAI by way of compensation, damages or otherwise except for the accrued payments till the termination. On termination of the contract, the Service Provider shall take steps to withdraw all the services in a smooth and orderly manner.

3.21 Notice

All notices, requests, claims, demands and other communications between the parties shall be in writing and shall be given (i) by delivery in person or (ii) by registered mail, postage prepaid, or (iii) by facsimile or (iv) by electronic mail to the address of the party specified in the document while bidding or such other address as either party may specify in writing.

3.22 Effective Date

The contract/agreement would be effective from the date of award of contract issued by UIDAI and acceptance of the same.

SECTION – IV- Calculation of Overall Consolidated Rate Index (OCRI)

- 4.1 The tender will be evaluated package wise (I &II) and will be awarded accordingly to the successful bidder/s.
- 4.2 In order to have a single rate index for evaluating and comparing the tenders of different bidders for different options i.e. Monthly, Daily and outstation, the UIDAI has assigned weight-ages to each option on the basis of the estimation of the share of the Taxes required in each package and other related parameters. Accordingly, the following formula will be used to arrive at a single figure:

(a) Package-I (Over all consolidated Rate Index): At this stage, the offered rates for all three options (monthly, daily and Outstation) including rate for extra Kilometer and extra Hour, shall be used to compute the aggregate index as given below:

Note-Assumptions for evaluation purpose only,

- (i) Monthly Option: - 100 km and 20 hrs have been taken into account as Extra Km and Extra Hrs. and**
- (ii) Daily Option: - 10 km and 2 hrs have been taken into account as Extra Km and Extra Hrs.**

Over all consolidated Rate Index (OCRI) =

$$[\{ M1 * (0.85) \} + \{ D1 * (0.10) \} + \{ O1 * (0.05) \}]$$

Where

Monthly options for “C-Segment” Taxis:

$$M1 = E + (100 \times G) + (20 \times H)$$

Daily options for “C” Segment Taxis:

$$D1 = F + (10 \times G) + (2 \times H)$$

O1 = Outstation Rate for “C-Segment” Taxis

And * is used as the symbol for multiplication.

Abbreviations:

“C- Segment” Taxi Rates	
Monthly	E
Daily	F
Extra Km	G
Extra Hr.	H

(b) Package-II (Over all consolidated Rate Index): At this stage, the offered rates for all three options (monthly, daily and outstation) including rate for extra Kilometer and extra Hour, shall be used to compute the aggregate index as given below:

Note-Assumptions for evaluation purpose only,

- (i) **Monthly Option: - 100 km and 20 hrs have been taken into account as Extra Km and Extra Hrs. and**
- (ii) **Daily Option: - 10 km and 2 hrs have been taken into account as Extra Km and Extra Hrs.**

Over all consolidated Rate Index (OCRI) =

$$[\{M2 * (0.85)\} + \{D2 * (0.10)\} + \{O2 * (0.05)\}]$$

Where

Monthly options for “B-Segment” Taxis:

$$M2 = P + (100 \times R) + (20 \times S)$$

Daily options for “B” Segment Taxis:

$$D2 = Q + (10 \times R) + (2 \times S)$$

O2 = Outstation Rate for “B-Segment” Taxis

And * is used as the symbol for multiplication.

Abbreviations:

“B- Segment” Taxi Rates	
Monthly	P
Daily	Q
Extra Km	R
Extra Hr.	S

Note: Rate quoted for night charges for both packages will not be considered for evaluation purpose but in case of tie (equal OCRI), the preference will be given to the bid containing lower night charges. Indicate quoted rates for extra Kilometer and extra hour separately in the Performa for financial bid at **B(i) & B(ii) for Package-I and B(iii) & B(iv) for Package-II of Commercial Bid in Annexure-B.**

4.3 The contract may be awarded package wise to the bidder whose **Overall Consolidated Rate Index (OCRI) of Annexure ‘B’** will be the lowest subject to fulfillment of all other terms and conditions stipulated in the bid.

SECTION-V – GENERAL TERMS AND CONDITONS

The Bidder/s participating in the bidding process would be abiding by the following Terms and Conditions of the bid:

- 5.1 Law:** The package wise contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
- 5.2 Period of the Contract:** The Contract will be initially for a period of one-year and may be extended further for a period of two years on year-to-year basis depending upon the performance of the service provider, mutual consent and administrative convenience of UIDAI.
- 5.3 Arbitration:**
- a) Any dispute(s) or difference(s) between the Parties arising out or in connection with this contract or in respect of any defined legal relationship associated therewith or derived there from, the Parties agree to submit that dispute to arbitration in terms of the Arbitration and Conciliation Act, 1996 (as amended) to be decided by a sole arbitrator who shall be a former Supreme Court Judge. The authority to appoint the arbitrator(s) shall be of the International Centre for Alternate Dispute Resolution. The International Centre for Alternate Dispute Resolution will provide administrative services upon the request of the arbitral tribunal with the consent of the parties.
 - b) The venue and seat for arbitration proceedings shall be at New Delhi, India and language used in this proceeding shall be English.
 - c) The decision of Sole Arbitrator appointed to deal with such matters shall be accepted by the parties as final and binding.
 - d) The decision to continue performance of their respective remaining obligation under this contract or to rescind the contract shall be with UIDAI, despite the continuation of arbitration proceedings.
 - e) The parties agree to have their dispute(s) or difference(s) resolved in terms of **Section 29B – Fast track procedure**, of the Arbitration and Conciliation Act, 1996 (as amended).
 - f) The courts in New Delhi, India shall have exclusive jurisdiction in relation to this contract including this clause.
 - g) All fees pertaining to arbitration proceedings shall be borne by the parties equally in terms of the “The International Centre for Alternative Dispute Resolution” (**ICADR Arbitration Rules, 1996**).
 - h) All other costs incurred by the parties shall be borne by the respective parties.
- 5.4. Penalty for use of undue influence:** The Service Provider (successful bidder) undertakes that he/she has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser (UIDAI) or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Service Provider (successful bidder) or any one employed by him or acting on his behalf (whether with or without the knowledge of the Service Provider (successful bidder)) or the commission of any offers by the Service Provider (successful bidder) or anyone

employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Purchaser (UIDAI) to cancel the contract and all or any other contracts with the Service Provider (successful bidder) and recover from the Service Provider (successful bidder) the amount of any loss arising from such cancellation. A decision of the Purchaser (UIDAI) or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Service Provider (successful bidder). Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Service Provider (successful bidder) towards any officer/employee of the Purchaser (UIDAI) or to any other person in a position to influence any officer/employee of the Purchaser (UIDAI) for showing any favor in relation to this or any other contract, shall render the Service Provider (successful bidder) to such liability/ penalty as the Purchaser (UIDAI) may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts to be paid by the Purchaser (UIDAI).

5.5 Agents/Service Provider Commission : The Service Provider (successful bidder) shall confirm and declare to the Purchaser (UIDAI) that the Service Provider (successful bidder) is the original Service Provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Service Provider (successful bidder); nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Service Provider (successful bidder) agrees that if it is established at any time to the satisfaction of the Purchaser (UIDAI) that the present declaration is in any way incorrect or if at a later stage it is discovered by the Purchaser (UIDAI) that the Service Provider (successful bidder) has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Service Provider (successful bidder) will be liable to refund that amount to the Purchaser (UIDAI). The Service Provider (successful bidder) will also be debarred from entering into any Contract with UIDAI for a minimum period of five years. The Purchaser (UIDAI) will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Service Provider (successful bidder) who shall in such an event be liable to refund all payments made by the Purchaser (UIDAI) in terms of Contract along with interest at the rate of 2% per annum above the lending rate of GoI to States/UTs (Presently 4%). The Purchaser (UIDAI) will also have the right to recover any such amount from any contracts concluded earlier with UIDAI.

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

5.7 Non-disclosure of Contract documents: Except with the written consent of the Purchaser (UIDAI)/ Service Provider (successful bidder), other party shall not

disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

5.8 Liquidated Damages : In the event of the Service Provider's (successful bidder) failure to submit the Bonds, Guarantees and Documents, supply the services and conduct trials, installation of equipment, training, etc. as specified in this contract, the Purchaser (UIDAI) may, at his discretion, withhold any payment until the completion of the individual contract. The PURCHASER (UIDAI) may also deduct from the SERVICE PROVIDER (SUCCESSFUL BIDDER) as agreed, liquidated damages to the sum of 0.5% of the package wise contract price of the delayed/undelivered services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed Services. The LD cannot exceed the amount stipulated in the package wise contract.

5.9 Termination of Contract : The Purchaser (UIDAI) shall have the right to terminate contract in part or in full in any of the following cases with prior notice of one month:

- (a) The delivery of the material/services is delayed for causes not attributable to Force Majeure for more than one week after the scheduled date of delivery.
- (b) The Service Provider (successful bidder) is declared bankrupt or becomes insolvent.
- (c) The delivery of material / services is delayed due to causes of Force Majeure by more than two weeks provided Force Majeure clause is included in contract.
- (d) The Purchaser (UIDAI) has noticed that the Service Provider (successful bidder) has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company, etc.
- (e) As per decision of the Arbitration Tribunal.
- (f) The purchaser (UIDAI) is not satisfied with the performance of the Service Provider (successful bidders) or violation of the any of the terms and conditions of the contract.

5.10 Patents and other Intellectual Property Rights: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Service Provider (successful bidder) shall indemnify the Purchaser (UIDAI) against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Service Provider (successful bidder) shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

5.11 Amendments: No provision of the contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

5.12 Taxes and Duties:- The Contract is all-inclusive except GST, Toll, Parking and other taxes (MCD/Entry charges etc.).

5.13 Option Clause (where applicable): UIDAI shall reserve the right to increase or decrease the services up to 30% of original contracted quantity or as per the actual requirement within the contract period.

5.14 Payment Terms – Payment for providing Taxi Service will be made on satisfactory performance upon completion of a calendar month on submission of original Bill/Invoice by the Service Provider. It will be mandatory for the Service Provider to indicate his/her bank account and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheque, wherever feasible. The payment will be made as per the following terms, on production of the requisite documents/certificate:

- (a) The payment to the service provider would be made as per the agreed rates on production of all requisite documents/certificates along with the original bill.
- (b) The Service Provider (successful bidder) will raise the bill for a calendar month within seven working days of succeeding month. Disputed amount or amount on which clarification is required may be held up till the matter is sorted out. However, balance amount shall be released by due date.
- (c) The service provider shall submit a certificate that all statutory requirements as applicable (including GST, if applicable) have been complied for the bill submitted.
- (d) Bill should be submitted to the Administration Division, UIDAI HQ.
- (e) Payment from UIDAI will be made by electronic fund transfer to the Firm/ Agency's account by NEFT or RTGS for which purpose Service Provider is required to submit their complete bank details.
- (f) Payment will be made after deducting TDS, Penalty etc. as applicable and reflected in the respective month's payment.
- (g) A certificate that GST amount (if applicable) has been deposited upto the months of ----- 2021 and relevant documents are enclosed.

5.15 Advance Payments: No advance payment(s) will be made in any case whatsoever.

5.16 Risk & Expense clause –

- (a). Should the services or any installment thereof are not delivered within the time or time specified in the contract documents, or if defective delivery is made in respect of the services or any installment thereof, the Purchaser (UIDAI) shall, after granting the Service Provider (successful bidder) 05 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, declare the contract as cancelled either wholly or to the extent of such default.
- (b). Should the services or any installment thereof are not performed in accordance with the specifications / parameters provided by the SERVICE PROVIDER (SUCCESSFUL BIDDER) during the check proof tests to be done in the PURCHASER'S (UIDAI) premises, the PURCHASER (UIDAI) 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.
- (c). If the service provider fails to provide the taxi service to UIDAI, in such case, UIDAI reserves the right to get the service from the market and whatever excess payment made, shall be recovered from bills/ encashing PBG of the service provider. Such recoveries shall not exceed 10% of the value of the contract and if so, UIDAI may initiate action as per clause No. 5.9.

5.17 Force Majeure:

- a) Notwithstanding the provisions of tender, the Service Provider shall not be liable for forfeiture of its performance security, penalties or termination for default, if and to the Tender document for hiring of Taxi Services at UIDAI, HQ extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purpose of this clause, "Force majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes, currency restrictions, insurrection and civil commotion, acts of terrorism, etc. Whether a "Force majeure" situation exists or not, shall be decided by UIDAI, HQ and its decision shall be final and binding on the Service Provider and all other concerned.
- c) In the event that the Service Provider is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond 07 Days, UIDAI HQ has the right to terminate the contract in which case, the contractual guarantees and warranties shall be refunded to him.
- d) If a force majeure situation arises, the Service Provider shall notify UIDAI, HQ in writing promptly, not later than 2 days from the date such situation arises. The Service Provider shall notify UIDAI, HQ not later than 2 days of cessation of force majeure conditions. After examining the cases, UIDAI HQ shall decide and grant suitable additional time for the completion of the Work, if required.

5.18 Inspection Authority: Administration Division or any authorized staff may inspect the Taxi at any time. In addition to this, User Inspection/Joint Inspection will also be considered to determine the performance / penal action.

5.19 Law governing the Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India. The parties to the contract shall be governed at all times by the provisions of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 (hereinafter referred to as "the Aadhaar Act, 2016") and the regulations framed there under as amended from time to time. Notwithstanding anything contained therein, if the parties contravene any provisions of the Aadhaar Act, 2016 and the regulations framed there under, as applicable to the services rendered under this Contract, they shall liable to applicable penal provisions prescribed therein, in addition to, the penalties provisions provided in this contract.

5.20 Confidentiality:

- (a) Except with the prior written consent of UIDAI, the Service Provider and its staff/ Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the service provider and its staff/ Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- (b) The Service Provider shall be bound by the Aadhaar Act 2016, Regulations and Guidelines framed thereunder, (and amended time to time) as applicable to the services rendered under this Agreement. Any contravention thereof shall attract penal provisions as per the Aadhaar Act 2016, Regulation and Guidelines framed thereunder.

- 5.21 Liabilities of the Service Provider** – The service provider will be responsible for damages or loss arising directly from the negligence or willful act of its personnel within the defined responsibilities assigned to them subject to force majeure. In case of any theft or negligence, UIDAI will inform the Service Provider of the incident within the shortest possible time and provide a copy of the FIR filed and any other document which is required by the Service Provider to realize the insurance claim or indemnify UIDAI otherwise.
- 5.22 Notification Limits for Claims**: UIDAI shall notify the Service provider of any claim arising from the Services in reasonable detail and in writing within sixty (60) days on which UIDAI became aware (or should reasonably have become aware) of the occurrence giving rise to the claim.
- 5.23 Notice**: Any notice, request or consent required or permission to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the service contract (SC) or when sent to such party at the email address specified by the party in the SC.

A Party may change its address for notice hereunder by giving the other Party notice in writing within 07 days of such change to the address specified.

SECTION- VI – SPECIAL TERMS AND CONDITIONS

1. The contract will be valid for a period of one year from the date of awarding of the contract, which may be extended for a further period of two years on year-to-year basis or part thereof if the performance/services found satisfactory, on the same rates at the same terms and conditions depending upon the requirement and administrative convenience of UIDAI.
2. UIDAI, however, reserves the right to terminate/curtail the contract at any time by giving prior notice of one month, without assigning any reason. However, in the event of extension, the Taxis have to be replaced accordingly and the deployed Taxis should not be older than 2 years. The Service Provider shall also renew the PBG of appropriate value.
3. The contract can be short closed on account of unsatisfactory service performance which shall be reviewed by UIDAI. The unsatisfactory service shall mean and include noncompliance and non-fulfillment of any of the contractual obligations by the Service Provider and/or poor performance and violation of any of the terms and conditions of the tender. UIDAI shall communicate in writing /email/over phone (followed by email) regarding discrepancies/ shortcomings in the service performance.
4. Taxis provided by the Service Provider should be in perfectly sound & working condition with decent interiors/other necessary accessories as defined in the contract. Registration/make of Taxies supplied shall be of **April 2019 and onwards**. The taxies will be inspected by UIDAI prior to deployment and on satisfaction of UIDAI, will be deployed. The Service Provider shall specify the numbers of such taxies enclosing copies of Registration Certificates.
5. The Taxis require to be comprehensively insured in compliance of the provisions of **Motor Vehicles Act, 1988 & LPG cylinders shall not be used in the vehicle in any circumstances/situations**.
6. The Taxis will have to be fitted /provided with the following additional accessories/utilities.
 - a) Tool box & Stepney
 - b) First aid box and torch
 - c) Good and clean seat covers, floor mats, etc.
 - d) Good Quality music system with AM/FM radio
 - e) Sanitizer
 - f) Tissue paper box
 - g) Car perfume
 - h) Mobile charging facility in the car
 - i) Seat Belts (Front and Rear seats)
 - j) Fire Extinguisher.
7. Service Provider should have sufficient numbers of drivers having two years experience of driving in Delhi/NCR.
8. The Service Provider should ensure that the drivers employed hold valid driving license, well trained, well behaved, reasonably educated, conversant with traffic rules/regulations and city roads/routes as well as security instructions.
9. Each driver employed by the Service Provider must have a cell phone duly activated.

10. Each driver should wear mask and uniform as applicable in Delhi while on duty and shall keep them neat & clean.
11. No mileage will be allowed for lunch/tea of the driver. Driver should carry his/her lunch.
12. A list of drivers who would be deployed on duty along with their valid driving license has to be provided to the UIDAI.
13. Administration Division of HQ will take introductory interview of drivers and on satisfaction, will be allowed to drive taxis in UIDAI. No driver should be changed unless the user officer(s) to whom the driver(s) report(s) is/are apprised well in advance.
14. The Service Provider should provide bio- data, duly verified by police, of all the drivers deployed on duty to the UIDAI, within a month and in case of failure, a penalty of Rs. 1000/- per month (per driver) would be imposed on the Service Provider up to three months and thereafter such unverified drivers shall be removed by the Service Provider simultaneously providing new driver, to be duly verified by police as mentioned above.
15. The Service Provider should have an adequate number of telephones/mobile/contacts for coordinating / booking / tracking round the clock and shall be conveyed to UIDAI. The Service Provider should depute a dedicated Relationship Manager who would be responsible for managing the requirement of UIDAI.
16. The Relationship Manager should have an experience of at least three years in managing fleets for events, delegations, meetings and conferences etc.
17. "Full Day" would imply a run of the Taxi up to 100 Kms and 12 hours duration.
18. Full calendar month would imply a run of the Taxi for 25 days up to 2500 Kms & up to 300 Hours. However, vehicle may be called for duties beyond 25 days as per requirement.
19. If required, the vehicle shall be made available on Saturdays, Sundays and non-working days.
20. Outstation hiring would be for 250 Kms per day and paid night charges.
21. No overtime arising due to breakdown of taxi deployed by Service Provider shall be entertained.
22. A daily record indicating time and mileage for each taxi shall be maintained by the driver in a logbook in a format as per UIDAI instructions and the logbook shall be submitted to concerned user officers regularly for scrutiny.
23. A taxi will be allowed for booking only in case of the sealed Milometer. If, during running of the taxi, the Milometer is found tampered, hiring charges shall be forfeited in addition to the penalty mentioned in the bid.
24. The time and mileage shall be taken into 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, back and forth journeys from the taxi stand to the **reporting** place and **leaving** place to taxi stand will not be counted for computing the mileage or time.

25. Once the deployment of taxi commences, the taxi / drivers should not be changed unless advised by the user officer/UIDAI. The taxi must be available at any time of days as required by UIDAI.
26. In case of breakdown of any taxi while on duty, it should be the responsibility of the Service Provider to substitute by a taxi of similar make immediately.
27. The liability of the UIDAI will be limited to the hiring charges agreed in the contract.
28. No additional terms & conditions stipulated in the tender document shall be entertained by UIDAI.
29. Actual parking charges/Toll charges/ and other taxes (MCD/Entry charges etc.) duly verified by the concerned/user officers/officials will be paid along with the bills.
30. The Service Provider will be responsible for compliance of all the applicable statutory provisions such as minimum wages, GST, IT, etc. The 'Service Provider' shall be fully responsible for monthly payment of wages and other dues to the drivers deployed in UIDAI latest by 7th day of each month.
31. UIDAI has a regular requirement of taxies, however, shall have the right not to utilize the services at all or at any time for any period without giving any reason/notice. UIDAI also reserves the right to hire taxies from open market even during the period of contract.
32. In case of breach of any terms and conditions mentioned in the bid, the Competent Authority shall have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by UIDAI in that event and the Security Deposit in the form of Performance Bank Guarantee shall be en-cashed.
33. On expiry of the contract, a portion of the said Bank Guarantee considered sufficient to cover any incorrect or excess payments made to the Service Provider, shall be retained till the final audit report examined and received on the bills of Service Provider.
34. In case of Taxi changes more than once in a month in respect of a particular user/officer without prior permission of user/officer, penalty as per **clause 40** of this section, will be deducted for each unauthorized change.
35. The successful bidder is expected to meet the requirement of UIDAI for taxies on daily/monthly/outstation options. On failure, would amount to unsatisfactory rendering of service and such cases will be dealt as per **clause 40**.
36. The whole responsibility of chauffeur, fuel and maintenance shall be undertaken by the Service Provider on its cost for which UIDAI would pay rental/charges as agreed in the contract.
37. Service Provider is required to undertake and ensure complete preventive and breakdown maintenance of the taxies as per Manufacturer's defined/recommended maintenance Schedule and should be insured as per law.
38. Service Provider must ensure periodic replacement of Battery & Tyres as per Manufacturer's specifications.
39. The Service Provider shall be required to undertake complete management of an accident case including insurance settlements, claims process management and all activities associated thereto.

40. PENALTY CLAUSE

Penalty will be levied, for the violation of terms & condition of the contract in the following manner:

Sr. No	Problem	Penalty	Remarks
i)	Late arrival a) By 30 Minutes b) 30 Minutes and beyond or does not turn up	a) Rs 100.00 b) Rs 300.00	The officer concerned, depending upon the urgency, can hire a taxi for the day or take a taxi to reach the destination, payment of which shall be borne by the contractor within 48 hours of such incidence. If the contractor fails to meet this obligation, an amount of Rs. 1200/- will be deducted from the bill in addition to the penalty as specified above in i.b.
ii)	a) Failure to provide alternative arrangement within one hour of Taxi breakdown b) Failure to provide Taxi for whole day in monthly Option.	a) Rs. 500/- b) Rs. 1000/-	The officer concerned, depending upon the urgency, can hire a taxi for the day or take a taxi to reach the destination, payment of which shall be borne by the contractor within 48 hours of such incidence. If the contractor fails to meet this obligation, an amount of Rs.1200/- will be deducted from the bill in addition to the penalty as specified above in ii.b.
iii)	Non functioning of AC in Car	Rs. 500/- per day	The user officer should mention in Log Sheet regarding Non functioning of AC
iv)	Unclean Taxi or seat covers/smell in the Taxi	a) Rs 200 for the 1 st day b) Rs 300 per day for 2 nd consecutive day and beyond	The user officer should mention in Log Sheet or through written complaint to DD(Admin), UIDAI HQ.
v)	Irregularities such as overwriting, forged entries etc. in the duty slips (to be maintained in prescribed format)	a) Rs. 500/-	On each occasion
vi)	Changes of Taxi /driver without prior intimation of UIDAI Office & officers to whom Taxi is attached	Rs. 1000/-	i) On each occasion ii) Removal of driver and/ or Taxi from the fleet on more than three instances.

Vii)	Driver's behavior and poor knowledge about route of Delhi.	a) Rs. 200/- per day	Driver to be changed by the contractor.
viii)	Failure to provide Taxi on daily basis/ on request.	Rs. 1000/-	On each occasion
ix)	Non-compliance of any other terms & Conditions	a) Rs 500/- for 1st Instance b) Rs 1000/- for 2 nd Instance.	For each violation per Taxi.
x)	Driver's Misbehavior such as abusing, physical intimidation or similar with the user or under the influence of any intoxicant.	Rs.2000/-	Immediate replacement of Driver
xi)	Excess claim of mileage	Rs.1000/- on 1 st instance Rs. 5000/- on 2 nd instance	Termination of Taxi on 3rd Instance
xii)	Meter tampering resulting in fast meter	Rs.1000/- on 1 st instance Rs. 5000/- on 2 nd instance	Termination of Taxi on 3rd Instance

41. Compensation/recovery:

- a. **Compensation/recovery clause on account of variation in fuel prices on quarterly basis:-**To take care of price variation in fuel (Diesel/CNG), the price compensation/recovery will be as per the following formula:

$$\% \text{ compensation/recovery} = (F1/F0-1)*100*0.20$$

Where F1 is the minimum price of diesel/CNG cost during the month to which the bill will relate.

F0 is diesel/CNG cost; **as on the bid opening date.**

-/+ indicates recovery and compensation respectively.

% compensation/recovery will be on the accepted rates for "C" (Package-I) and "B" (Package-II) segments of taxies indicated.

(Note: If there is decrease in Fuel Price, formula will indicate negative figure which means the deduction shall be done from the Bill)

- b. The service provider shall submit supplementary bill for reimbursement toward increase in Fuel price on a monthly basis by 20th of the following month. This supplementary bill is to be supported with proof of fuel price prevailing on the 1st of the month for which the bill pertains.
- c. Compensation/recovery due to increase in fuel price will be reviewed by UIDAI Headquarter on completion of service of six months.

Section-VII

ANNEXURE-A

PROFORMA FOR TECHNICAL BID/BIDDER ELIGIBILITY

SI No	Particulars	Enclosed at Page no.	Remarks
i)	Name of the bidder		
ii)	Nature of the bidder (as per clause No.- 3.10.3)		
iii)	Full Address		
iv)	Mobile No. and E-mail ID		
v)	Evidence / Registration of main/branch office in NCT of Delhi.		
vi)	GST Registration No. & latest compliance		
vii)	Details of major contracts handled during last 3 financial years ending on 31/03/2020 along with copies of supply orders/ completion certificates/ satisfactory performance certificate from the clients.		
		2017-18	
		2018-19	
		2019-20	
viii)	Financial turnover of the Service Provider for financial year 2017-18, 2018-19 and 2019-20)	2017-18	
		2018-19	
		2019-20	
ix)	Income Tax Returns for Assessment year, 2017-2018, 2018-2019 and 2019-2020	2017-18	
		2018-19	
		2019-20	
x)	Self Certificate for Non-blacklisting.	Annexure-‘E’	
xi)	Details of Taxi/cars	Annexure- ‘D’	
xii)	PAN Number		
xiii)	Bid Security Declaration	Annexure ‘H’	
xiv)	Feedback on Performance from Clients		

DECLARATION

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

I have carefully read and understood all the terms and conditions of the tender and undertake
to abide by;

The information /documents furnished along with the bid are true and authentic to the best of
my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false
information / fabricated document would lead to rejection of my tender at any stage besides
liabilities towards prosecution under appropriate law.

Date:
Place:

Signature of authorized person
Full Name:

SEAL

PROFORMA FOR FINANCIAL BID

Name of the Service Provider:

Package-I: 09(Nine) Taxis of “C-Segment” Engine from 1240 CC to 1800 CC” (Sedan Taxi such as Ciaz/ Skoda-Rapid/ Volkswagen-Vento/ Honda City or equivalent)**Monthly Option (M1):** Rate (inclusive all taxes, GST and levies except Parking, Toll charges/ other taxes (MCD/Entry charges etc.) of taxis on monthly basis:-

	1	2	3	4
Category	Make/Model	Rate for 2500 Kms per month and upto 300 hrs (In Rs.)	Rate for each Extra Km run beyond 2500 Kms (in Rs)	Rate for each Extra hour beyond 300 hrs (in Rs)
“C-Segment”	Sedan Taxi such as Ciaz/ Skoda-Rapid/ Volkswagen-Vento/ Honda City or equivalent	E= -----	G= -----	H= -----

Daily Option (D1): Rate (inclusive all taxes, GST and levies except Parking, Toll charges/ other taxes (MCD/Entry charges etc.) for Taxis as indicated below:

		1	2	3
Category	Make/Model	Rate for full day (100 Kms and 12 hrs) (in Rs)	Rate for each Extra Km run Beyond 100 Kms (in Rs)	Rate for each Extra Hour beyond 12 hrs (in Rs)
“C-Segment”	Sedan Taxi such as Ciaz/ Skoda-Rapid/ Volkswagen-Vento/ Honda City or equivalent	F= -----	G= -----	H= -----

Signature of Bidder:
(With Stamps of the firm)
Name of Authorized Signatory:
SEAL

PROFORMA FOR FINANCIAL BID

Outstation Option (O1): Rate (inclusive all taxes, GST and levies except Parking, Toll charges/ other taxes (MCD/Entry charges etc.) for Taxis as indicated below::

		1	2
Category	Make/Model	Rate for outstation Per Km(Rs)	Night Charges (Rs.)
“C-Segment”	Sedan Taxi such as Ciaz/ Skoda-Rapid/ Volkswagen-Vento/ Honda City or equivalent	O1= -----	Rs.-----

Signature of Bidder:
(With Stamps of the firm)
Name of Authorized Signatory:
SEAL

PROFORMA FOR FINANCIAL BID

Name of the Service Provider:

Package-II: 28 (Twenty eight) Taxis of “B-Segment” Engine from 1190 CC to 1290 CC”
(Like Sedan Taxi such as Dzire/Aura/Tour/Honda Amaze/Hyundai Xcent or equivalent)**Monthly Option (M2):** Rate (inclusive all taxes, GST and levies except Parking, Toll charges/ other taxes (MCD/Entry charges etc.) of taxis on monthly basis

	1	2	3	4
Category	Make/Model	Rate for 2500 Kms per month and upto 300 hrs (In Rs.)	Rate for each Extra Km run beyond 2500 Kms (@ per Km)	Rate for each Extra hour beyond 300 hrs (@ per hr)
“B-Segment”	Sedan Taxi such as Dzire/Aura/Tour/Honda Amaze/Hyundai Xcent or equivalent	P= -----	R= -----	S= -----

Daily Option (D2): Rate (inclusive all taxes, GST and levies except Parking, Toll charges/ other taxes (MCD/Entry charges etc.) for Taxis as indicated below:

		1	2	3
Category	Make/Model	Rate for full day (100 Kms and 12 hrs) (in Rs)	Rate for each Extra Km run Beyond 100 Kms (in Rs)	Rate for each Extra Hour beyond 12 hrs (in Rs)
“B-Segment”	Sedan Taxi such as Dzire/Aura/Tour/Honda Amaze/Hyundai Xcent or equivalent	Q= -----	R= -----	S= -----

Signature of Bidder:
(With Stamps of the firm)

Name of Authorized Signatory:

SEAL

PROFORMA FOR FINANCIAL BID

Outstation Option (O2): Rate (inclusive all taxes, GST and levies except Parking, Toll charges/ other taxes (MCD/Entry charges etc.) for Taxis as indicated below:

		1	2
Category	Make/Model	Rate for outstation Per Km(Rs)	Night Charges (Rs.)
“B-Segment”	Sedan Taxi such as Dzire/Aura/Tour/Honda Amaze/Hyundai Xcent or equivalent	O2= -----	Rs.-----

Signature of Bidder:
(With Stamps of the firm)

Name of Authorized Signatory:

SEAL

Annexure-C

Details of major contracts with Central Government/State Government /PSUs/ Reputed Private Firms handled by the Service Provider for providing taxi services during the last three years in the following format (attested copies of the last five years work award may be enclosed) :

SI No	Details of client along with address, telephone number	Amount of contract (per annum)	Duration of Contract		Copy of work order/agreement enclosed (Yes/No)
			From	To	
i)					
ii)					

Signature of Bidder:
(With Stamps of the firm)

Name of Authorized Signatory:

SEAL

Package-I

Detail of Taxis/Cars-Minimum 12 Taxis of “C-Segment” Engine from 1240 CC to 1800 CC” registered in bidders own name:-

S.No.	Engine CC	Registration Certificate	Make	Model	Year	Fuel Type (Diesel/CNG)	Photocopy of RC Copy (Yes/No)
1.							
2.							

Package-II

Detail of Taxis/Cars -Minimum 30 Taxis of “B-Segment” Engine from 1190 CC to 1290 CC” registered in bidders own name:-

S.No.	Engine CC	Registration Certificate No.	Make	Model	Year	Fuel Type (Diesel/CNG)	Photocopy of RC Copy (Yes/No)

Signature of Bidder:
(With Stamps of the firm)

Name of Authorized Signatory:

SEAL

(On letterhead of firm)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that;

- a) I/We have understood all the terms & conditions of the tender and abides by it. Further, I/We declare;
- b) that no criminal case is pending with the Police against the Proprietor/Firm/Partner/Company/Agency and the firm has not been blacklisted by any Agency/Govt. Department/PSU/Pvt. Organization etc.
- c) None of my blood relatives is directly or indirectly connected with UIDAI.

Name & signature of Proprietor/authorized signatory

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,
The CEO
Unique Identification Authority of India
Ministry of Electronics & Information Technology, Govt. of India (GoI),
Bangla Sahib Road, Behind Kali Mandir,
New Delhi-110 001

Dear Sirs,

In consideration of the Unique Identification Authority of India, Ministry of Electronics & Information Technology, on behalf of the Chief Executive Officer, UIDAI, (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at (Hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated and the same having been acknowledged by the Contractor, resulting in a Contract, bearing No..... dated.....valued at.....for "Selection of Taxi Service Provider for providing Taxies at UIDAI, HQ" 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).

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

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

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

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.

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

Not with standing anything contained hereinabove:

Our liability under this guarantee is restricted to Rs. (In words & figures) being the 3% of the value of the contract/notification of award.

This Bank Guarantee will be valid upto; and

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

In witness whereof the Bank, through its 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 : _____

DRAFT AGREEMENT FORMAT

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

This agreement is made at New Delhi on the _____ day ofTwo thousand Twenty One between CEO acting through Shri.....Rank-UIDAI, HQ (hereinafter called ‘UIDAI’ which expression shall, unless repugnant to the context or meaning thereof be Deemed to mean and include its successors, legal representatives and assigns) of the First Part

Second Part

M/s.....having its registered office at

(hereinafter called the ‘Service Provider’ which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc. of the Second Part.

WHEREAS:

The UIDAI Headquarter floated online tender No: dated **.**.2021 and published in the CPP Portal, UIDAI website for hiring of taxies under **Package-I & II (‘B’&’C’ Segment)**, for use of the officers of UIDAI Headquarter & RO Delhi posted in Delhi and for the visiting dignitaries / officials from outstations upon such conditions more specifically described in the said tender document and;

the Vendor submitted its proposals for the aforesaid work, whereby the Vendor has represented to the Authority that it had the required infrastructure and in the said proposal the Vendor has also agreed to provide the Services to UIDAI Headquarter /RO Delhi on the terms and conditions as set forth in the tender document and this Agreement; and

C. UIDAI Headquarter, on acceptance of the aforesaid proposals of the Vendor as per the process of the said RFP, awarded the contract to the vendor vide its Letter of Award Letter No: D-.....dated **.**.2021 (the “LOA”); and

D. In pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The Service Provider shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all the statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc relating to drivers deployed in UIDAI, HQ. The 'UIDAI' shall have no liability in this regard.
2. The Service Provider shall be solely responsible for any accident/medical/health related liability/compensation for the drivers deployed by it, at UIDAI, HQ. The 'UIDAI' shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The following documents shall be deemed to form and be read and constructed as part of this service contract agreement viz:
 - a) Letter of Award/Acceptance of Service Contract
 - b) Terms and Conditions of the Service Contract.
 - c) Notice Inviting Tender/RFP
 - d) Bill of Quantities.
 - e) Scope of Work of the Service Provider.
 - f) Addendums, if any.
 - g) Annexure-I (Contractual Rates).
 - h) Any other additional terms & conditions forming part of the service contract.
5. The contract can be terminated by giving one-month notice on either side.
6. In case of non-compliance with the contract, the 'UIDAI' reserves its right to: Cancel/ revoke the contract; and/or Impose penalty upto 10% of the total annual value of contract.
7. Security deposit equal to 3% of the Annual contract value with validity of 60 days beyond the contractual obligation, in the form of Bank Guarantee of Nationalized and Scheduled Commercial Banks authorized to do Govt. business (i.e. HDFC, ICICI and Axis Bank Ltd) shall be furnished by the 'Service Provider' at the time of signing of the Agreement.
8. The 'Service Provider' shall be fully responsible for timely monthly payment of wages and any other dues to the drivers deployed in UIDAI latest by 7th day of each month.
9. The drivers deployed by the 'Service Provider' will not claim to become the employees of UIDAI and there will be no Employee and Employer relationship between the personnel engaged by the 'Service Provider' for deployment in UIDAI, HQ. The Service Provider shall not be a representative of UIDAI and maintain Principal to Principal relationship.
10. There would be no increase in rates payable to the 'Service Provider' during the contract period. However, revision of rates will be considered after six months of the contract on prevailing fuel charges.

11. The 'Service Provider' and drivers deployed shall keep confidential all information in connection with and related to UIDAI and shall not reveal the same to any third party. Any breach of confidentiality shall be a violation of the terms and conditions of this agreement.
12. Decision of 'UIDAI' regarding interpretation of the Terms and Conditions and the Agreement shall be final and binding on the 'Service Provider'.
13. The 'Service Provider' shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The 'Service Provider' shall keep 'UIDAI' fully indemnified against liability of tax, interest, penalty etc. of the 'Service Provider' in respect thereof, which may arise.
14. In case of a dispute between the 'Service Provider' and 'UIDAI', 'UIDAI' shall have the right to decide. However, all matters shall have the jurisdiction of courts at New Delhi.
15. This agreement shall be effective from and shall initially be effective for a period of one year, extendable to further two years on year to year basis, subject to satisfactory performance of the Agency on the same rates and the same terms and conditions on mutual consent, depending upon the requirement and administrative convenience of UIDAI Headquarter.
16. The Vendor shall have a provision to take bookings 24 x 7.
17. **"Full Day"** would imply a run of the Taxi up to 100 kms and 12 hours duration.
18. **"Full calendar month"** would imply a run of the Taxi for **25 days, up to 2500 Kms & up to 300 Hours.**
19. Payments, subject to Tax Deduction at Source (TDS) shall be processed within 15 days of the submission of the complete documents to the satisfaction of UIDAI Headquarter.
20. Actual parking charges/Toll charges will be payable along with the monthly bills, only upon submission of the original parking bills/toll receipts/and other taxes (MCD/Entry charges etc.) etc. duly verified by concerned officer.
21. Price escalation/recovery would be considered by the type of fuel (Petrol/Diesel).
22. Shortage in utilizing the contractual 2500 Kms per month in any particular month will be adjusted over a period of subsequent three months but within the contract period.
23. Penalty shall be levied on the Vendor by UIDAI, for the deficiency in services and /or violation of terms & conditions of service as specified in the Tender document.

IN WITNESS WHEREOF the Parties have set their respective hands the day and year first above written.

Witness:

Signed by the duly authorized representative
of **the Vendor**

Signed by duly authorized representative of
UIDAI Headquarter

Signature

Signature

Name

Name

Mob no.

Mob no.

Date

Date

Witness from Vendor side:

Witness from UIDAI Hq:

Signature

Signature

Name

Name

Mob no.

Mob no.

Date

Date

BID SECURITY DECLARATION

(The Bidder shall fill in this Form on its letterhead)

Dated :

To

**Dy. Director (Admin),
4th floor, UIDAI Headquarter Building,
Bangla Sahib Road, Behind Kali Mandir,
Near Gole Market, New Delhi-110001**

Ref: Tender document No. _____ dated _____

Sir/Madam,

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bid must be supported by a Bid Security Declaration.

I/ We accept that I/We may be disqualified from bidding for any contract with UIDAI for a period of 3 years from the date of opening of Bid, if I/We are in a breach of any obligation(s) under the bid conditions, because I/We:

- 1) Have withdrawn/modified/amended, impairs or derogates from the tender; or
- 2) After having been notified of the acceptance of our bid by the Competent Authority within the period of bid validity:
 - (i) Fail or refuse to furnish a Performance Security in accordance with the Conditions of the Tender Document of Tender No.....
 - OR**
 - (ii) Fail or withdraw or refuse to sign the contract

I/We understand that this Bid-Security Declaration shall cease to be valid, if contract is not awarded to us, upon:

- a) Our receipt of your notification to us of the name of the successful bidder or
- b) Twenty –eight days after the expiration of the validity of our Bid or any extension to it

We are submitting this Bid Security Declaration in the name of
M/s.....Dated on ____ day of_

For and on behalf of M/s. _____

Address:

Signature

Name

In the capacity of

DULY AUTHORISED TO SIGN THE BID)