

**Online-BID DOCUMENT FOR**  
**Hiring of Aadhaar Rath / Van fitted with GPS device for**  
**UIDAI Regional Office, Lucknow.**

**UNIQUE IDENTIFICATION AUTHORITY OF INDIA,**  
**Ministry of Electronics & Information Technology (MeitY)**  
**Government of India,**  
**03rd Floor, UP State Construction & Infrastructure Development Corporation**  
**Ltd. Building, TC-46/V, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010**

## CONTENTS OF TENDER DOCUMENT

<b>Sr.No.</b>	<b>Description of contents</b>	<b>Page Nos.</b>
1.	Section -I Invitation to Bid	
2.	Section-II Instruction to bidders	
3.	Section-III - Technical eligibility criteria	
4.	Section –IV - Criteria for evaluation of tender	
5.	Section-V – General Condition of Tender Enquiry	
6.	Section-VI -Terms and Conditions of the Contract	
7.	Checklist of Documents	
8.	Declaration	
9.	Proforma for Financial Bid (Annexure-B)	
10.	Format ‘A’, ‘B’	

**Deputy Director (Admin)**  
**UIDAI Regional Office, Lucknow**

## **Section1-Invitation to Bid**

UIDAI Regional Office Lucknow invites bids from eligible bidders for procurement of Advertisement services by hiring One IEC Van (Tata Ace and like vehicles) fitted with GPS device to advertise/campaign various Aadhaar related information for public awareness in whole of Uttar Pradesh.

1. Bidders are advised to study the Bid document carefully. Online Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Bid offers prepared in accordance with the procedures enumerated in **Clause 1 of Section II** should be submitted online ONLY, on Central Public Procurement Portal (CPPP) website: <https://eprocure.gov.in/eprocure/app> not later than the date and time laid down at the address given in the **Schedule for Invitation to Bid under Clause 9**. Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer 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. Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
3. Tenderer who has downloaded the tender from the UIDAI website [www.uidai.gov.in](http://www.uidai.gov.in) and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI.
4. Intending bidders are advised to visit again UIDAI website [www.uidai.gov.in](http://www.uidai.gov.in) and

CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

5. The Hard Copy of original instruments in respect of cost of tender document, earnest money, original copy of affidavits, and credit facility certificate must be delivered to the address as mentioned in the Clause 9 of the Section I on or before bid opening date/time as mentioned in critical date sheet. Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD. etc., against the submitted bid. The Demand Draft submitted for tender fee shall be non-refundable.
6. Bids will be opened as per date/time as mentioned in the Clause 9. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated latter.
7. All Bids must be accompanied by scanned copy of an **EMD (Earnest Money Deposit) / Bid Security of amount of Rs. 10,000/-**, in the form of demand draft / Pay Order drawn in favour of “UIDAI Regional Office Lucknow”
8. The Bid Document is not transferable.
9. **Schedule for Invitation to Bid**

a) Name of the Tenderer:

**Deputy Director General  
Unique Identification Authority of India,  
Regional Office,  
Lucknow**

b) Addressee and Address:

**Deputy Director General  
Unique Identification Authority of India,  
Regional Office,  
03rd Floor, UP State Construction & Infrastructure Development  
Corporation Ltd. Building,  
TC-46/V, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010**

c) Name of the Contact Person for any clarification :

**Shri Saurabh Gupta,  
Deputy Director  
Unique Identification Authority of India,  
Regional Office,  
Lucknow.**

**d) Important Dates :**

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

**CRITICAL DATE SHEET**

<b>Sr. No.</b>	<b>Date of Publishing</b>	<b>Date</b>
1	Bid Document Download/Sale-Start Date	30.07.2018 1500 hrs
2	Bid Submission Start Date	30.07.2018 1530 hrs
3	Bid Clarification last date	17.08.2018 1800 hrs
4	Bid Submission End Date	20.08.2018 1100 hrs
5	Bid Opening Date	21.08.2018 1100 hrs

- 10 The bidder is required to pay **Rs. 100/-** (Rupees one Hundred Only) towards Bid Document Fee, at the time of submission of Bids, in the form of a Bank Demand Draft/Pay order **failing which the Bids submitted by the bidder shall not be entertained and shall be summarily rejected.** The amount in the form of demand draft / Pay Order drawn in favour of “UIDAI Regional Office Lucknow”

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

**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. No hard copy of bids will be accepted / entertained. 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>.

**11.1 Registration:**

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

- 11.1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
  - 11.1.3 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.
  - 11.1.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
  - 11.1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
  - 11.1.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.
- 11.2 Searching for tender documents**
- 11.2.1 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.
  - 11.2.2 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 to the tender document.
  - 11.2.3 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.
- 11.3 Preparation of bids**
- 11.3.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
  - 11.3.2 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.

- 11.3.3 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.
- 11.3.4 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.

#### **11.4 Submission of bids**

- 11.4.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 11.4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 11.4.3 Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 11.4.4 Bidder should prepare the EMD as per the instructions specified in the tender document. The original Demand Draft / Pay order should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/Pay Order, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise the uploaded bid will be rejected.
- 11.4.5 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. 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.

- 11.4.6 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.
- 11.4.7 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.
- 11.4.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 11.4.9 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 submission of the bid with all other relevant details.
- 11.4.10 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.

### **11.5 Assistance to bidders**

- 11.5.1 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.
- 11.5.2 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 1800 3070 2232.

## **Section –II- Instruction to Bidders**

### **1 Online Bids Submission Process**

- 1.1 The tender shall be submitted Online (complete in all respect) must be uploaded on <https://eprocure.gov.in/eprocure/app> in **one packet i.e. Single Bid (technical bid and price bid)**, and bidder must follow the procedure as detailed in the Clause 11 of Section I.
- 1.2 The bid shall be submitted online in Packet-1 having 2 parts, viz.,
  - Part I –Tender Fee + EMD + Documents as per check list
  - Part II - Schedule of price bid in the form of BOQ\_XXXX.xls
- 1.3 All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. All the files mentioned below should be in **.PDF format except for the BoQ which should be .xls format**.
- 1.4 The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

### **2 Bid Prices**

- 2.1 The Financial Proposal/Commercial bid format as mentioned in **Annexure B** is also provided as BOQ\_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ\_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI.
  - 2.2 In the absence of the above information, as requested in Clause 2.1, a bid may be considered incomplete and summarily rejected.
  - 2.3 The Bidder shall prepare the bid based on details provided in the Bid documents. Bidder shall carry out the detailed study of the facilities in accordance with the requirements of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document.
4. **Earnest Money Deposit (EMD)**

The bidders have to submit Earnest Money Deposit EMD of Rs. 10,000/- refundable without interest alongwith tender fee of Rs 100/- in the form of Demand Draft/Pay order payable to UIDAI Regional Office Lucknow at Lucknow. Bids not accompanying with the prescribed EMD & tender fee will be rejected and

no correspondence will be entertained on this subject. The original DD/ Pay order as listed in the check list must be submitted in the Regional Office, Lucknow before due date.

5. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

6. **Bid validity**

The bid shall be valid for a period of 120 days from the date of opening of the tenders. In exceptional circumstances, the UIDAI may ask the bidder to extend the validity of the Bid. The validity of bid security shall also be suitably extended. However, A bidder will not be permitted to modify its bid.

Conditional bids shall not be considered and will be out rightly rejected in very first instance.

7. **Signing of Tender:** A person signing the tender form or any documents forming part of the tender 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, the Regional Office, Lucknow of the Unique Identification Authority of India may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
8. At any time prior to the last date for receipt of bids, UIDAI Regional Office Lucknow 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 our official website and Central Public Procurement Portal, and 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 Regional Office Lucknow 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.
9. The bidder shall bear all costs associated with the preparation and submission of its bid. UIDAI Regional Office Lucknow will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.
10. The Financial Bid of only those bidders will be opened who will qualify technically. The scheduled time and venue etc. will be communicated only to those

- technically qualified bidders.
11. The UIDAI Regional Office Lucknow reserves the right to cancel/accept all bids in full/part without assigning any reason.
  12. The successful bidders will be informed of the acceptance of their tender by registered post/speed post/e-mail.
  13. The bidding firms/agencies have to submit a self-certified certificate (As per format –A) that his/her firm has not been blacklisted by any Central Government Department/PSU/Bank etc. If it is subsequently found out that the bidding firm has given false information or facts or has suppressed facts or manipulated the documents, etc. the earnest money will be forfeited and the bid/contract will be rejected/cancelled.
  14. If any Firm/Agency intends to withdraw after opening of technical bids its EMD will be forfeited.
  15. If after award of the contract, the successful bidder fails to provide required number of Vans, the contract is liable to be cancelled along with forfeiture of performance security (PBG) and other consequential action such as blacklisting as deemed appropriate.
  16. The bidder is required to pay Rs. 100/- (Rupees one Hundred Only(Non - refundable) towards Bid Document Fee, in the form of a Bank Demand Draft/ Pay order failing which the Bids submitted by the bidder shall not be entertained and shall be summarily rejected. The amount in the form of demand draft / Pay Order drawn in favour of “UIDAI Regional Office Lucknow”

### **Section-III- TECHNICAL ELIGIBILITY CRITERIA**

The bidder must fulfill the following technical specifications in order to be eligible for evaluation of the bid described in later parts.

1. A valid declaration from bidder establishing legal identity of bidder. If applicable, bidder should nominate a person as authorized representative to represent and contract on behalf of bidder. The bidder should satisfy itself of having technical and financial competence to execute & undertake the work if awarded to it.
2. Bidder should provide detail of offered vehicles. Vehicles like TATA Ace and like four wheeler make of any manufacturer are acceptable.
3. Bidder should be an Income Tax assessee. Copy of Income Tax return for the Assessment Year 2017-18 should be attached in support.
4. Bidder should have a valid bank account. Copy of Bank Statement from 01.04.2018 onwards should be attached in support.
5. Certified copy of PAN card shall be attached with the Bid document.
6. Self-Certificate (As per format–B) that bidder has not been blacklisted by any Central Government Department/Ministries/PSUs/Banks, etc. should be attached.
7. If it is found that the information/certificates furnished by the participating firm is

incorrect/wrong or bogus, the firm shall be blacklisted and its bids will be rejected and EMD/Performance security will be forfeited.

#### **Section-IV – CRITERIA FOR EVALUATION OF TENDER**

1. Envelope containing Tender document fee & EMD will be opened on the specified date and time in the presence of bidder's authorized representatives (one from each bidder) who wish to be present. Further technical bid of those bidders who's **EMD** found in order shall be opened in the same session. Bids not accompanying with the prescribed EMD will be rejected.
2. The Tender Evaluation Committee (TEC) would scrutinize the bids with respect to the eligibility conditions specified in the tender documents, and may call for additional information from the bidders. Additional information if called for, must be submitted in the time period given by the TEC, failing which the bid shall be rejected.
3. Finally, financial bid shall be opened only for the technically qualified bidders on a date and time duly notified and in the presence of the bidders' authorized representatives who wish to be present. The rates inclusive of applicable taxes quoted by various bidders shall be read out in this session if so desired by the authorized representatives. The financial bids shall be evaluated by a duly constituted Financial Evaluation Committee (FEC).
4. The Tender may be awarded to such bidder whose bid/rate is found lowest.
5. 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 Regional Office Lucknow tenders besides forfeiting the EMD.
6. UIDAI Regional Office Lucknow 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 Regional Office Lucknow's action and without assigning any reasons.
7. The decision of UIDAI Regional Office Lucknow arrived at as above will be final and no representation of any kind will be entertained on the above.
8. When deemed necessary, UIDAI Regional Office Lucknow 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.

## **Section –V – GENERAL CONDITONS OF TENDER**

The bidder is required to submit written confirmation of his/her acceptance of the Conditions of the Tender mentioned below which will automatically be considered as part of the Contract concluded with the successful bidder (i.e. successful bidder in the Contract) as selected by the Purchaser (UIDAI Regional Office Lucknow). Failure to do so may result in rejection of the bid submitted by the bidder.

1. **Law:** The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date and Period of the Contract:** The contract shall come into effect on the date mentioned in this behalf in Award of contract and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract. The contract shall be effective for a period of six months from the date of awarding of the contract or 31.03.2019 whichever is earlier.
3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The provisions of “Arbitration and Conciliation Act 1996” shall be applicable. Place of arbitration will be at Lucknow.
4. **Penalty for use of Undue influence:** The 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 Regional Office Lucknow) 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. Any breach of the aforesaid undertaking by the Firm/Agency (successful bidder) or any one employed by him or acting on his behalf (whether with or without the knowledge of the Firm/Agency (successful bidder)) or the commission of any offers by the Firm/Agency (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 Regional Office Lucknow) to cancel the contract and all or any other contracts with the Firm/Agency (successful bidder) and recover from the Firm/Agency (successful bidder) the amount of any loss arising from such cancellation. A decision of the Purchaser (UIDAI Regional Office Lucknow) or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Firm/Agency (successful bidder). Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Firm/Agency (successful bidder) towards any officer/employee of the Purchaser (UIDAI Regional Office Lucknow) or to any other person in a position to influence any officer/employee of the Purchaser (UIDAI Regional Office Lucknow) for showing any favour in relation to this or any other contract, shall

render the Firm/Agency (successful bidder) to such liability/ penalty as the Purchaser (UIDAI Regional Office Lucknow) may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Purchaser (UIDAI Regional Office Lucknow).

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

6. **Non-disclosure of Contract documents:** Except with the written consent of the Purchaser (UIDAI Regional Office Lucknow), successful bidder, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

7. **Liquidated Damages:** In the event of the successful bidder's 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 Regional Office Lucknow) may, at its discretion, withhold any payment until the completion of the individual contract. The PURCHASER (UIDAI Regional Office Lucknow) may also deduct from the successful bidder as agreed, liquidated damages upto the sum of 10% of the contract price of the delayed/undelivered services mentioned above. The LD cannot exceed the amount stipulated in the contract.

8. **Termination of Contract:** The Purchaser (UIDAI Regional Office Lucknow) shall have the right to terminate contract in part or in full in any of the following cases with 30 days' notice in advance :-

- (a) The delivery of the services is delayed for causes not attributable to Force Majeure for more than one week after the scheduled date of delivery.
- (b) The 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 invoked under the contract.
- (d) The Purchaser (UIDAI Regional Office Lucknow) has noticed that the 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 Regional Office Lucknow) is not satisfied with the performance of the successful bidder or violation of the any of the terms and conditions of the contract.

10. **Notices:** Either party may serve a prior notice of not less than 30 days for termination of the contract. Any notice required or permitted by the contract shall be

written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail/email, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting:** The successful bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

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

13. **Taxes and Duties** – The Taxes are payable as per govt. norms.

14. **Performance Guarantee:** The successful bidder will be required to furnish a Performance Bank Guarantee by way of Bank Guarantee through a scheduled commercial bank for a sum equal to 10 % of the Contract value within 21 days of notification of Award of the contract valid for a period of 60 days beyond period of contract.

15. **Option Clause:** UIDAI Regional Office Lucknow shall reserve the right to increase or decrease the services of original contracted quantity as per the actual requirement. Adjustment on payments would be proportionate to changes.

16. **Payment Terms**–Payment for providing Vehicles will be made on satisfactory performance upon completion of the campaign. It will be mandatory for the Successful bidder to indicate their bank account numbers and other relevant e-payment details on invoices so that payments could be made through ECS/EFT mechanism only.

17. The payment will be made as per the following terms, on production of the requisite documents subject to any deductions:

- A. The payment to the service provider shall be made as per actual work performed on the approved routes.
- B. Photo and GPS maps for route travelled are submitted as provided in this tender.
- C. Bill should be submitted to the Administration Division, UIDAI Regional Office Lucknow after completion of campaign.

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

19. **Paying Authority:** UIDAI Regional Office Lucknow.

20. **Force Majeure:**

Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within two weeks of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to

overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract.

## **Section –VI – TERMS AND CONDITIONS OF THE CONTRACT**

1. The UIDAI Regional Office Lucknow reserves the right to terminate/curtail the contract at any time after giving one month notice without assigning any reason.
2. The contract can be short closed on account of unsatisfactory services upon performance review by the Competent Authority in UIDAI Regional Office Lucknow. 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.
3. One van (Tata Ace and like four wheeler make of any manufacturer) fitted with GPS device are required to move as per plan at Annexure – C.
4. Van should be in good condition and equipped with all such facilities as may be required to carry out contracted services.
5. The van is required to be equipped with GPS system. Daily report of movement would be required to be provided to UIDAI Regional Office Lucknow. Bidder will further provide log-in credentials to UIDAI Regional Office Lucknow to verify the daily reports for processing of submitted bills at the end of tours.
6. Photos of van are required to be provided to UIDAI Regional Office Lucknow to [manoj.dwivedi@uidai.net.in](mailto:manoj.dwivedi@uidai.net.in) & [msp.lucknow@uidai.net.in](mailto:msp.lucknow@uidai.net.in).
7. Van is required to be equipped with sound boxes enabled to use through USB, Banners (to be decided by UIDAI Regional Office Lucknow) and / or other publicity materials.
8. Local permissions to carry out such an activity will be obtained by successful bidder.
9. Each driver deployed by the successful bidder must have a cell-phone duly activated and shared with UIDAI Regional Office Lucknow.
10. The successful bidder should have an adequate number of telephones for contact round the clock and these may be conveyed to this office and also provide the complete details of the relationship manager who would be responsible to take care of UIDAI Regional Office Lucknow requirement/account.
11. The rate of hiring van for one van will be as provided by service provider. The rate/hiring package of each van would include its travel of 4500 km. The mileage readings may be done in the manner as determined by UIDAI Regional Office Lucknow, which will be separately communicated to the successful bidder.
12. In case of breakdown of any vehicle during campaign activity, it shall be the responsibility of the agency to arrange a substitute vehicle and complete the campaign under intimation to UIDAI Regional Office Lucknow.

13. The liability of the UIDAI Regional Office Lucknow will be limited to the hiring charges agreed in the contract.
14. No additional terms & conditions over and above the conditions stipulated in this tender shall be entertained by UIDAI Regional Office Lucknow.
15. The successful bidder will be responsible for compliance of all statutory provisions related to campaign.
16. 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 office in that event and the Security Deposit in the form of Performance Bank Guarantee shall be encashed.
17. The Bank Guarantee can be forfeited by order of the Competent Authority of 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 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.

## **ANNEXURE-A**

### **Checklist of Documents / Supporting documents to be enclosed for technical eligibility**

S.No.	Particulars	Whether Enclosed (Y/N)
1.	Legal Identity provided. Authorisation of Authorised representative provided.	
2.	Details of offered vehicles provided	
3.	Scanned copy of the Demand Draft / Pay order of EMD ( Rs 10000) Demand Draft/ Pay order sent and tallies with received by post.	
4.	Bidder is Income Tax Assessee. Copy of IT return of AY 2017-18 enclosed.	
5.	Bidder should have a valid bank account. Copy of statement from 01.04.2018 onwards provided.	
6.	Copy of PAN provided.	
7.	Signed and Scanned copy of Self Certificate for Non Blacklisting Format A. Original document is to be sent.	

## DECLARATION

1. I, \_\_\_\_\_ son / Daughter / Wife of Shri \_\_\_\_\_ proprietor / Director / Authorized signatory of the firm / 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 act that furnishing of any false information / fabricated document would lead to rejection of my tender at any state besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Date:

Place:

SEAL

**ANNEXURE – B**

Format of Financial Bid

<b>SI No</b>	<b>Name of Bidder</b>	<b>Rate for one van inclusive of applicable taxes which includes travel of 4500 km.</b>

## ANNEXURE – C

DISTRICT COUNT	DAY COUNT	DATE	DISTRICT	INTRA DISTRICT LOCATIONS
1	1	27.08.2018	VARANASI	PINDRA
	2	28.08.2018		VARANASI
2	3	29.08.2018	CHANDAULI	SAKALDIHA
	4	30.08.2018		CHANDAULI
	5	31.08.2018		CHAKIA
3	6	01.09.2018	SONBHADRA	ROBERSTSGANJ
	7	02.09.2018		DUDHI
	8	03.09.2018		ROBERSTSGANJ
	9	04.09.2018		GHORAWANL
4	10	05.09.2018	MIRZAPUR	LALGANJ
	11	06.09.2018		MARIHAN
	12	07.09.2018		CHUNAR
	13	08.09.2018		MIRZAPUR
5	14	09.09.2018	SANT RAVIDAS NAGAR	GYANPUR
	15	10.09.2018		AURAI
	16	11.09.2018		BHADOHI
6	17	12.09.2018	JAUNPUR	MARIAHU
	18	13.09.2018		KERAKAT
	19	14.09.2018		JAUNPUR
	20	15.09.2018		MACHHLISHAHR
	21	16.09.2018		BADLAPUR
	22	17.09.2018		SHAHGANJ
	23	18.09.2018		BADLAPUR
7	24	19.09.2018	PRATAPGARH	RANIGANJ
	25	20.09.2018		KUNDA

	26	21.09.2018		LALGANJ
	27	22.09.2018		PRATAPGARH
	28	23.09.2018		PATTI
8	29	24.09.2018	SULTANPUR	LAUMBHA
	30	25.09.2018		SULTANPUR
	31	26.09.2018		JAISINGHPUR
	32	27.09.2018		KADIPUR
9	33	28.09.2018	AMBEDKAR NAGAR	BHITI
	34	29.09.2018		AKBARPUR
	35	30.09.2018		JALALPUR
	36	01.10.2018		TANDA
10	37	02.10.2018	SANT KABIR NAGAR	GHANGHATA
	38	03.10.2018		KHALIABAD
	39	04.10.2018		MEHDAWAL
11	40	05.10.2018	SIDDHARTH NAGAR	BANSI
	41	06.10.2018		DOMARIYAGANJ
	42	07.10.2018		ITWA
	43	08.10.2018		NAUGARH
12	44	09.10.2018	MAHARAJ GANJ	PHARENDA
	45	10.10.2018		NAUTANWA
	46	11.10.2018		NICHLAUL
	47	12.10.2018		MAHARAJGANJ
13	48	13.10.2018	KHUSHI NAGAR	PADRAUNA
	49	14.10.2018		TAMKUHIRAJ
	50	15.10.2018		KASYA
	51	16.10.2018		HATA
14	52	17.10.2018	DEORIA	DEORIA

	53	18.10.2018		BHATPAR
	54	19.10.2018		SALEMPUR
	55	20.10.2018		RUDRAPUR
	56	21.10.2018		BARHAJ
15	57	22.10.2018	MAU	MADHUBAN
	58	23.10.2018		GHOSI
	59	24.10.2018		MUHAMMADABAD
	60	25.10.2018		MAUNATH
16	61	26.10.2018	BALLIA	BELTHARA
	62	27.10.2018		SIKANDERPUR
	63	28.10.2018		BANSDIH
	64	29.10.2018		BAIRIA
	65	30.10.2018		BALLIA
	66	31.10.2018		RASRA
17	67	01.11.2018	GHAZIPUR	MOHAMMADABAD
	68	02.11.2018		ZAMANIA
	69	03.11.2018		GHAZIPUR
	70	04.11.2018		JAKHANIA
	71	05.11.2018		SAIDPUR

**FORMAT – “A”**

**(On Letterhead of the Firm)**

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that I am / We are .....(Legal Identity).....M/s (Name & Address of the firm) is neither blacklisted by any government department nor any criminal case is registered against the firm.

**Name & Signature of Proprietor / Authorized Signatory**

**FORMAT -“B”**

**AUTHORIZATION FOR ATTENDING BID OPENING**

**Subject: Authorization for attending bid opening on \_\_\_\_\_  
(Date) in the tender of**

\_\_\_\_\_  
\_\_\_\_\_

The following person is hereby Authorized to attend the bid operating for  
the tender mentioned above in behalf of \_\_\_\_\_ (Bidde  
r) in order of preference given below:-

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Name of the Authorized representative/Specimen Signature

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Signatures of bidder or  
Officer Authorized to sign the bid documents on behalf of the bidder.