

No. D-11018/25/2012-UIDAI  
Government of India  
Planning Commission  
Unique Identification Authority of India

2<sup>nd</sup> Floor, Tower-I, Jeevan Bharti Building,  
Connaught Circus, New Delhi-110001  
Dated: 9<sup>th</sup> July'2014

Sub: NOTICE INVITING TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE  
CONTRACT (CAMC) OF AHU & AIR CONDITIONING SYSTEMS IN UIDAI HQ

Unique Identification Authority of India invites sealed Tender in prescribed proforma (Annexure-A) for awarding Comprehensive Annual Maintenance Contract (CAMC) of AHU & Air Conditioning Systems in UIDAI HQ located at 2<sup>nd</sup> & 9<sup>th</sup> floor, tower-I, and 3<sup>rd</sup> floor, tower-II, Jeevan Bharti Building, Connaught Circus, New Delhi. Interested firms/agencies may visit the above premises to quote the rates for the said work, if so desire.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this Tender are given below: –

Sh. N.K.Sharma, Dy. Director (Admin)  
Unique Identification Authority of India  
2<sup>nd</sup> Floor, Tower-I, Jeevan Bharti Building  
Connaught Circus, New Delhi

Telephone: 011-23466842  
E-mail: narendra.sharma@uidai.net.in

3. This Tender is divided into five Parts as follows:

- (A) Part I – Contains General Information and Instructions for the Bidders.
- (B) Part II – Contains Schedule of Requirements (SOR) and Eligibility Criteria.
- (C) Part III – Contains General Conditions of Tender, which will form part of the Contract with the successful Bidder.
- (D) Part IV – Contains Special Terms & Conditions of the Tender and Terms of Payment which will also form part of the contract with the successful Bidder.
- (E) Part V – Contains Techno-Commercial Bids (Annexure-A) & Essential Certificate (Annexure-B).

4. This Tender is being issued with no financial commitment and UIDAI reserves the right to change or vary any part thereof at any stage. UIDAI also reserves the right to withdraw the Tender, should it become necessary at any stage.

**(A) PART-I**

**(i) General Information:**

- (a) **Place of Work:** 2<sup>nd</sup> & 9th floor, tower-I, and 3<sup>rd</sup> floor, tower-II, Jeevan Bharti Building, Connaught Circus, New Delhi.
- (b) **Period of Contract:** One year from the date of award of the contract. The contract can be extended for a further period of three years subject to satisfactory performance of the agency. Extension will be granted for maximum one year at a time.
- (c) **Pre-requisite Experience:** The contractor should have carried out similar work for last two years in govt./semi Govt/Pvt. Ltd. With annual turnover to the tune of Rs. 40 lakh and should have full command on his skill/job. The technicians deployed by the contractor should have a valid license/certificate of his trade. Stipulated documentary proof required.
- (d) **Earnest Money:** Rs. 30000/- (Rupees Thirty Thousand only) refundable by way of Bankers' Cheque/Demand Draft in favour of PAO, UIDAI, New Delhi. The Tender must be accompanied by the EMD.
- (e) **Security Deposit:** Successful bidder should have to deposit 10 % of the contract value as Security Deposit in the form of Bank Guarantee/FDR within seven days from the date of issue of Letter of Acceptance.
- (f) **Date of Submission of Tender:** The last date of submission of Tender shall be up to 1530 hours of 04.08.2014. Tender completed in all respect may be dropped in the Tender Box.
- (g) **Date of Opening of Tender:** At 1600 hours of 04.08.2014 in the conference hall of UIDAI HQ.
- (h) **Availability of Tender:** The Tender shall be available for a sum of Rs. 500/- (non-refundable) payable through Demand Draft/Banker's cheque in favour of PAO, UIDAI, New Delhi payable at New Delhi from 11.07.2014 onwards on all working days during office hours at the Admn Section, 2<sup>nd</sup> floor, tower-I, Jeevan Bharti Building, Connaught Circus, New Delhi. The same can also be downloaded from the UIDAI website <http://uidai.gov.in>. Such downloaded proforma shall be accompanied by a demand draft/Bankers' cheque of Rs. 500/- (non-refundable) in favour of PAO, UIDAI, New Delhi. Tender without requisite fee of Rs. 500/- will be summarily rejected.

**(ii) Instructions to Bidders:**

- (a) The firms shall have to submit their bids in two components (1) Earnest Money/Tender Fees and (2) Techno-Commercial Bid
- (b) The two components should be contained in two separate envelopes marked “Envelop-A Earnest Money/Tender Fee” and “Envelop-B Techno-Commercial Bid” in the respective envelop.
- (c) Both the envelopes A&B should be placed in a single large envelop and this large envelop should be sealed & subscribed with “Tender for AHU & Air Conditioning System” and dropped into the tender box within stipulated date and time.
- (d) Any pre-bid queries will be entertained up to 1700 hrs before the last date of submission of tender
- (e) The tender which will received within stipulated date and time will be opened and evaluated by a duly constituted Tender Evaluation Committee. The contract will be awarded on the basis of recommendation of the Tender Evaluation Committee and approval by the competent authority.
- (f) At the time of quoting the rates, the agency must ensure that these rates are comprehensive which will include charges for deployment of three technicians (skilled) and supply of material/spares as and when required. The wages of technicians paid by the agency must be in accordance with the present minimum wages notified by Government of NCT Delhi.
- (g) UIDAI reserves the right to cancel the tender at any point of time without assigning any reason.
- (h) It must be noted that unsealed tenders and /or tenders not accompanied by EMD of Rs. 30000/- and Tender fee of Rs. 500/- shall be rejected. The tender should be submitted in a sealed envelope which shall clearly subscribed “TENDER FOR AMC OF AHU & AIR CONDITIONING SYSTEMS” in bold capital letters in dark ink. The UIDAI reserves the right to reject or accept any tender or may cancel the entire tender process without assigning any reason and decision of UIDAI in all such matters shall be final and binding on all tenders.

## **(B) PART-II**

- (i) **Schedule of Requirement (SOR):**

The contractor will depute three technicians (one for each floor) for six days in a week (i.e. Monday to Saturday) from 9.00 AM to 6.00 PM. The technicians provided by the contractor should have valid certificate/license of his trade. The scope of work covers but not limited to:

- (a) Repairs of AHU & Air conditioning equipments (split and cassette AC)
- (b) Preventive maintenance
- (c) Minor modifications
- (d) Extension/Alteration/Addition.
- (e) Removal
- (f) Fault Diagnosis
- (g) Routine maintenance
- (h) Restoration/Finishing in respect of all AHU & Air conditioning work including all accessories and related attachments/fixtures.
- (i) Supply/fitting of materials if required.

**(ii) ELIGIBILITY CRITERIA**

The tendering Agency must fulfill the following technical specifications in order to be eligible for technical evaluation of the bid (Annexure-A): -

- (a) The Registered Office of the Agency should be located either in Delhi/New Delhi.
- (b) The contractor/agency should have carried out similar work for last two years in govt./semi govt/Pvt. Ltd. and should have full command on his skill/job. The technician deployed by the contractor should have a valid license/certificate of his trade. Stipulated documentary proof required.
- (c) The Agency should have minimum annual turnover of Rs. 40 lakh each year during last two financial years i.e. 2012-13 & 2013-2014. Stipulated documentary proof required, which may be attached with techno-commercial bids.
- (d) Certified copy of the PAN card shall be attached with the techno-commercial bid.
- (e) The Agency (not individual) should be registered with Service Tax departments. Certified copy of the registration shall be attached with the techno-commercial bid.
- (f) 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 ignored and EMD/Performance security forfeited.

**(C) PART-III**

**GENERAL CONDITIONS OF THE TENDER**

The Bidder is required to give confirmation of their acceptance of the General Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. 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 of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) 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.

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 standard clause of arbitration is as per Appendix K of the Procurement Manual (can be provided on request).

4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller 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 Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer 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 Buyer.

**5. Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/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 Seller; 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 Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller 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 Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

**6. Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

**7. Non-disclosure of Contract documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

**8. Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/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 stores.

**9. Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (10 days) after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than (01months) provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) With mutual agreement
- (f) As per decision of the Arbitration Tribunal.
- (g) At any time during the tenure of the lease, by giving a three months' written notice to the agency.

10. **Notices:** 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 or email, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting:** The Seller 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. **Patents and other Industrial 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 Seller shall indemnify the Buyer 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 Seller 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.

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

#### 14. **Taxes and Duties**

##### (i) **General -**

(a) The price includes all taxes, duties, levies etc.

(b) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

## **ii) Octroi Duty & Local Taxes**

1. Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorized officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

2. In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

**15. Pre-Integrity Pact Clause:** An "Integrity Pact" would be signed between the Buyer and the Bidder for purchases exceeding Rs.100 crores. This is a binding agreement between the Buyer and Bidders for specific contracts in which the Buyer promises that it will not accept bribes during the procurement process and Bidders promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the Buyer to carry out the procurement in a specified manner. The Format of Pre-Integrity Clause (can be provided on request).

The essential elements of the Pact are as follows:

a. A pact (contract) between the Government of India (the authority or the "principal") and those companies submitting a tender for this specific activity (the "Bidder");

b. An undertaking by the Principal that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;

c. A statement by each Bidder that it has not paid, and will not pay, any bribes;

d. An undertaking by each Bidder to disclose all payments made in connection with the Contract in question to anybody (including agents and other middlemen as well as family members, etc., of officials); the disclosure would be made either at the time of submission of Bids or upon demand of the Principal, especially when a suspicion of a violation by that Bidder emerges;

e. The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.

f. Undertaking on behalf of a Bidding company will be made “in the name and on behalf of the company’s Chief Executive Officer”.

g. The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings:

- i. Denial or loss of contracts;
- ii. Forfeiture of the Bid security and performance bond;
- iii. Liability for damages to the principal and the competing Bidders; and
- iv. Debarment of the violator by the Principal for an appropriate period of time.

h. Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour and compliance program for the implementation of the code of conduct throughout the company.

## **(D) PART-IV**

### **(a) Special Terms & Conditions of the Tender**

(i) The contract will be valid for a period of One year from the date of award of the contract. The contract can be extended for a further period of three years subject to satisfactory performance of the agency. Extension will be granted for maximum one year at a time. The contract can be terminated at any time without assigning any reason thereof.

(ii) All the terms & conditions and scope of work as mentioned in the tender document must be strictly adhered to by the contractor.

(iii) The contractor should have carried out similar work for last two years in govt./semi-govt/Pvt. Ltd. with annual turnover to the tune of Rs. 40 lakh and should have full command on his skill/job. The technicians deployed by the contractor should have a valid license/certificate of his trade. Stipulated documentary proof for working experience and annual turnover is required at the time of submission of tender which may be attached with the techno-commercial bid. Valid license/certificate of technicians will be required at the time of deployment.

- (iv) The agency will fulfill all the statutory obligations i.e. PF, ESI etc of the manpower deployed by him and will submit the evidences quarterly.
- (v) The contractor will depute three trained technicians for six days in a week (Monday to Saturday) from 9.00 AM to 6.00PM.
- (vi) The trained technicians provided by the contractor will switch on the machine early in the morning at 9.00 AM and switch off in the evening by 6.00 PM.
- (vii) The technicians will check the electric panel and clean the filters.
- (viii) The technicians will attend day to day complaints.
- (ix) The technicians will check the system, motor and starter etc for performance and overall healthy conditions of the system.
- (x) The technicians will check the system for leaks and rectify the leakage.
- (xi) The technicians will check the control system for necessary adjustment to ensure proper airflow and temperature in each chamber.
- (xii) The technicians will check the water and condenser coils and necessary cleaning by water.
- (xiii) Lubricating the fan motors as and when required.
- (xiv) Overhauling of the components as and when required.
- (xv) Attending the breakdown cells as and when required.
- (xvi) Checking the default equipments such as condenser coil, cooling coil, fan motor, motor belt including cables and all types of piping and valves.
- (xvii) Cleaning of drain pipe as and when required.
- (xviii) To keep the concentration on thermometer and pressure gauge as per required temperature and pressure of water and air.

(xix) The technicians will also check the function of valves like auto purge valve, 3 way diverting valve, balancing valve, ball valve, gate valve and Y-strainer whether it is working properly or not.

(xx) Weekly checking/servicing of equipments will be done by the technicians on Saturday.

(xxi) The contractor will supply the materials/spares as and when required for smooth functioning of the air conditioning systems.

(xxii) Payment will be made on monthly basis after submission of the bill and on successful completion of the work by the contractor.

(xxiii) An attendance record of the manpower deployed by the agency will be kept at the designated spot and signed and countersigned by UIDAI representative at 9.00 AM and 5.30 PM.

(xxiv) An AC complaint register will be kept at the designated spot in which users will record their AC related complaints and the contractor has to ensure its rectification within 24 hours of recording of complaint failing which a penalty @ Rs. 500/- per day will be imposed on the contractor.

(xxv) In case technician(s) remains on leave, the contractor should have to provide the substitute otherwise proportionate amount of wages will be deducted from the bill and in this circumstances amount paid to the technician and the cost of material arranged from market will be recovered from the contractor.

(xxvi) The contractor should indemnify UIDAI against all applicable laws in force for electrical working. It shall be his responsibility to ensure the same is complied by him and his employees.

(xxvii) The contractor as well as the technicians deputed at UIDAI should have to provide their mobile number to UIDAI.

(xxviii) A log book for the routine, periodical and preventive maintenance will be maintained by the technicians.

(xxix) The UIDAI reserves the right to cancel the tender at any point of time without assigning any reason.

**(b) TERMS OF PAYMENT**

- (i) No Payment shall be made in advance to the AGENCY nor any loan from any bank or financial institution shall be recommended on the basis of the order of award or work;
- (ii) The AGENCY shall submit the bill along with the attendance record and log book maintained by the technicians for routing, periodical and preventive maintenance at each stage/in the first week of the following month in respect of previous month for sanction of the amount of bill and passing the bill for payment;
- (iii) All payment shall be made by ECS/e-payment only;
- (iv) UIDAI shall be at liberty to withhold any of the payment in full or in part subject to recovery of penalties mentioned in preceding para.
- (v) Wherever applicable all payment will be made as per schedule of payment to be decided in the agreement.
- (vi) TDS as applicable will be recovered from the bill.

(E) **PART-V**

Annexure-A

Techno-Commercial Bid

For awarding contract of AHU & Air Conditioning Systems (**Total 38 split ACs and 14 Cassette ACs**) in UIDAI HQ located at 2<sup>nd</sup> & 9<sup>th</sup> floor, tower-I, and 3<sup>rd</sup> floor, tower-II, Jeevan Bharti Building, Connaught Circus, New Delhi.

1. Name of the Firm/Agency: \_\_\_\_\_
2. Name of proprietor: \_\_\_\_\_
3. Full Address of Reg. Office:  
(with contact No.) \_\_\_\_\_  
\_\_\_\_\_
4. Banker of Firm with full address  
(With contact No.) \_\_\_\_\_  
\_\_\_\_\_
5. PAN No. \_\_\_\_\_
6. Service tax registration No. \_\_\_\_\_
7. Bank Ac/s No. of Firm for ECS payments \_\_\_\_\_
8. Details of EMD & Tender Fee: -----
9. Work experience of the work (with documentary proof):

SN	Name of the Organization	Contact No. of the Organization	Contract Period	Annual Contract Value

10. Annual Turnover for last two years (Stipulated proof to be attached)

SN	Financial Year	Annual Turnover (in Rs.)
01	2011-12	
02	2012-13	

11. Rate quoted :

(i) For Technicians (Skilled)

SN	Components	Amount (in Rs.)
01	Basic	
02	Other Allowance	
03	PF Employer	
04	ESI Employer	
05	Agency Charges	
06	Service Tax as applicable	
07	Total CTC	

(ii) For Material/spares: Rs.----- per month (all inclusive)

Date:  
Place:

Signature of authorized person  
Name:  
Seal :

**Annexure-B**

**CERTIFICATE**

I, \_\_\_\_\_ Son / Daughter / Wife of Shri \_\_\_\_\_ Proprietor / Director/authorized signatory of the agency/Firm, 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 them;

I, do hereby certified that the representative of the firm has seen and understood the tender document and the rates have been quoted accordingly.

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

I, do hereby certified that the our firm has neither been blacklisted to by any of the Govt., Ministries/Departments/PSUs/PSU Banks with which the firm had contracted for AMC of AHU & Air Conditioning work etc. during the last five years nor has been penalized by such Offices/organizations for supply of poor/spurious items etc.

Date:  
Place:

Signature of authorized person  
Full Name:  
Seal :