

NAME OF WORK

COMPREHENSIVE CONSULTANCY SERVICES FOR DETAILED ARCHITECTURAL & INTERIOR DESIGN AND ASSOCIATED SERVICES FOR RENOVATION/REMODELLING OF UIDAI OFFICE AT 9TH FLOOR, TOWER-I, JEEVAN BHARTI BUILDING, CONNAUGHT CIRCUS, NEW DELHI

This Tender Document Contains:-

ANNEXURE I - General Information, a copy of the NIT and binding Instructions for tenderers.

ANNEXURE II - Scope of Work and Terms and Conditions

ANNEXURE III - Price Tender/Offer by the Tenderer

ANNEXURE IV - Bank Guarantee Format

ANNEXURE-I

NOTICE INVITING TENDER

Sub: **CONSULTANCY SERVICES IN CONNECTION WITH REMODELLING, RENOVATION AND LAYOUT AND INTERIOR DESIGN AND ALL ASSOCIATED WORK FOR UIDAI OFFICE**

Sealed tenders are invited by the Headquarter Office of Unique Identification Authority of India, 2nd Floor, Tower-I, Jeevan Bharti Building, Connaught Place, New Delhi (hereinafter referred to as 'UIDAI'), in the prescribed forms and as per following details:-

Description of work : Layout design and interior design, design of electrical and AC systems and all utilities in the subject premises. The work shall involve preparation of specifications, preliminary drawings and working drawings, bill of quantities (BoQ) tender document for execution of work, evaluation thereof etc. The consultant will also supervise the execution of work by deploying two Site Engineers i.e. one civil and one electrical.

Place of work : 9th Floor, Tower-I, Jeevan Bharti Building, Connaught Place, New Delhi

Estimated cost of remodeling & renovation work: Rs.2.00 crores (approximate)

Pre-requisite experience: The tenderer should have carried out similar consultancy service work for Central / State Government / PSU / Autonomous body controlled by the Central Govt. for 3 (three) works each costing equal to or more than Rs.2.00 crores in the past 3 (three) years or a single work costing equal to or more than Rs.6 crores in the past 3 (three) years. Stipulated proof required.

Earnest money: Rs.10,000/- through Demand Draft / Banker Cheque in favour of "PAO, UIDAI, New Delhi" payable at New Delhi.

Cost of consultancy services to be quoted: a) This shall be quoted as a percentage of the final cost of work.

Tender for availability : The tender document shall be available for a sum of Rs.500/- (non-refundable) payable through Demand Draft / Banker Cheque in favour of "PAO, UIDAI, New Delhi" payable at New Delhi from 24th January, 2011 on all working

day during office hours between 10.00 hrs to 16.00 hrs. at the Admin. Section, 2nd Floor, Tower-I, Jeevan Bharti Building, Connaught Place, New Delhi.

b) The same can also be downloaded from the UIDAI website [http:// uidai.gov.in](http://uidai.gov.in)

c) Such downloaded tender shall be accompanied by a draft of Rs.500/- (non-refundable) in favour of "PAO of UIDAI, New Delhi", payable at New Delhi.

Date of submission of tender: The last date for submission of tenders shall be upto 16.00 hrs. of 15th Feb.2011. To be dropped into the tender box.

Place of submission of tender: The tender box shall be placed in the Lobby of UIDAI Headquarter office, 2nd Floor, Tower-I, Jeevan Bharti Building, Connaught Place, New Delhi.

Date of opening of tenders: At 16.00 hrs of 15th of February, 2011 in the conference hall at UIDAI Headquarter Office, 3rd Floor, Tower-II, Jeevan Bharti Building, Connaught Place, New Delhi.

It must be noted that unsealed tenders and / or tenders not accompanied by EMD and / or Rs.500/- for downloaded tender shall be rejected. The tender should be submitted in a sealed envelope which shall clearly state the subject mentioned herein in bold capital letters in dark ink. The UIDAI reserves the right to reject or accept any tender without assigning any reason and UIDAI's decision in all such matters shall be final and binding on all tenderers. The tender is not transferable.

Yours faithfully,
for & on behalf of UIDAI

Sd/-

[**B.K. VERMA**]

General Information

1.0 SUBMISSION OF TENDERS:

1.1 Tenderer: - Any person competent to enter into a contract as per laws in force in India can participate in tender, subject to the provisions contained herein.

1.2 The tenderer shall submit his tender along with EMD in an envelope duly sealed, super-scribing the name of the work as indicated above. The sealed envelope shall be submitted on or before 15th February, 2011 up to 1600 hrs in the office of UIDAI HQ.

1.3 Annexure III duly signed & filled quoting the rates/fee in %age of estimated cost, subject to the provisions in para 5.5 of Annexure II regarding Fee.

2.0 PRICE TENDER :

This part shall be the rate in percentage terms to be quoted in the format enclosed as Annexure III.

3.0 EARNEST MONEY DEPOSIT (EMD)

3.1 The Tenderers are required to submit an interest free Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand only) in form of "**Demand Draft/Bankers Cheque or Pay Order in favour of "PAO, UIDAI, New Delhi"**" drawn on any Nationalized or scheduled commercial bank, payable at New Delhi along with their offer.

3.2 Any offer which is not accompanied by the requisite Earnest Money Deposit shall be rejected outright.

3.3 EMD of the successful tenderer (Consultant) shall be adjusted against the Performance security – clause 4 below. EMD of the successful tenderer can also be returned after signing of the agreement provided Performance security has been given in BG for the requisite amount. The EMD of the tenderers shall be returned in accordance with provisions specified in this document. The successful tenderer (Consultant) is required to remit a performance security within the stipulated time.

The EMD shall however be forfeited in the following cases:

- a) If the tenderer withdraws his tender (Offer) during the interval between the tender Due Date i.e. tender opening date and expenditure of the Tender Validity Period i.e. 90 days from the date of tender opening.
- b) If the successful tenderer fails to accept the letter of Acceptance in writing within the time specified in this document or any extension thereof granted by UIDAI.
- c) If the successful tenderer (Consultant) fails to sign the agreement within the time specified in this document or any extension thereof granted by UIDAI.

4.0 PERFORMANCE SECURITY

4.1 The consultant shall submit a Performance Security to UIDAI for a sum equivalent to 5 % of the Cost of the Consultancy. The Performance Security (for the amount after adjusting the EMD where it is given in form of Demand Draft/Banker's Cheque or Pay Order) shall be submitted within 15 days of issue of Letter of Acceptance.

4.2 The performance security shall be in the form of an irrevocable BANK Guarantee (as per enclosed format)/Demand Draft/ Bankers' Cheque or Pay Order in favour of PAO, UIDAI, New Delhi drawn on any Nationalized or scheduled commercial bank and payable at New Delhi. The said Performance Securities will be kept valid for six months over and above the Scheduled period of completion of work. The performance Security would however be forfeited in case of any event of Default leading to termination of contract as described in the Agreement.

4.3 The Performance Security shall be released six months after the payment of final bill.

5.0 VALIDITY OF TENDER :

The validity of the tender shall be for a period of 90 days from the date of opening of tender.

6.0 UNSUCCESSFUL TENDERER :

UIDAI shall return the EMD received from the unsuccessful tenderers within 105 days of opening of the proposal. The EMD shall be returned without payment of any interest.

7.0 LETTER OF ACCEPTANCE (LOA) AND SIGNING OF AGREEMENT.

7.1. Consultant must send his acceptance within 10 days of the issue of LOA.

7.2 The performance Security shall be submitted within 15 days of issue of LOA.

7.3 The Agreement shall be signed by the consultant within 30 days of issue of LOA or within the time as extended by UIDAI.

7.4 If the consultant fails to comply with any of the stipulations contained in this tender document (unless any relaxation / dispensation is expressly given by UIDAI in writing for compelling and genuine reason). The decision of UIDAI would in such a case be final and binding. The LOA can then be withdraw duly forfeiting the EMD and no claim of any kind shall be entertained thereafter.

8.0 ALL TENDERERS MUST ENSURE: -

8.1 That the tenders are dropped into the tender box located Level-2, Tower-I, Jeevan Bharti Building, Connaught Circus, New Delhi before 1600 hrs on 15th February, 2011

8.2 That the tenderer must sign each page of the tender document in token of confirming that he has scrutinized the tender document fully without missing out anything.

8.3 That the price tender is clear and unambiguous – free from encumbrances and conditions.

8.4 That there are no counter offers or deviations.

8.5 That the tenderer or his authorized signatory must be present to sign the tender opening register.

8.6 That there are no cuttings and alterations in the tender.

8.7 That in case of company, partnership etc, the copy of legal documents in support thereof must be submitted. Only registered partnership deeds/documents shall be considered. These shall be verified subsequently by UIDAI.

8.8 That the tender must be signed by the proprietor/person having valid power of attorney.

8.9 All documents attached by the tenders shall be deemed to be a part of the tender and therefore must be duly signed by the tenderer.

8.10 Typographical errors shall not be interpreted to the advantage of the tenderer. Decision of UIDAI on such matters shall be final and binding.

9. PRE-REQUISITE EXPERIENCE FOR CREDENTIALS

9.1 The tenderer should have carried out similar consultancy service work for Central/State Government/PSU/Autonomous Body controlled by the Central Government for three (03) works each costing equal to or more than 2 crores in

the past three years or a single work costing equal to or more than 6 crores in the past three years. Stipulated proof required.

- 9.2 The documents submitted by tenderers in support of credentials are required to be submitted along with the tender. These will be got verified. Originals must be furnished if and when demanded by UIDAI.
- 9.3 Unregistered documents in case of partnership, mergers, acquisitions etc shall not be entertained in support of credentials and experience.
- 9.4 Similar works shall be with reference to scope of work defined herein and in the NIT. Decision on similarity made by UIDAI shall be final and binding.
- 9.5 Only completed works shall be considered for credential purposes. Works in progress will not be considered. The certificate of completion or similar such document in support of credentials must be signed by the in-charge and empowered officer of the organization. Copies of bill etc submitted in support of credentials shall be subject to verification by UIDAI.

SCOPE OF WORK AND TERMS & CONDITIONS

1.0 LOCATION

UIDAI is an attached office of the Planning Commission, Government of India with its Headquarter office in New Delhi. The Headquarter office is functioning from two floors i.e. at floor-3 in tower-II and floor-2, Tower-I, Jeevan Bharti Building, Connaught Circus, New Delhi. As the organization is expanding, an additional floor at Level-9, Tower-I has been taken on rent in Jeevan Bharti Building from LIC hereinafter referred to as the said premises and shall be the site of the work.

2.0 SCOPE OF WORK

The said premises, like other floors of the building are centrally air conditioned with centralized power distribution and emergency backup. The earlier tenant of the said premises has vacated and now UIDAI is going to use it as a part of the Headquarter office. The interiors should reflect the image of a forward looking & dynamic organization. The execution must be planned with the latest specifications applicable to respective areas of work. In addition to the issues mentioned herein below, the consultant must take care to resolve issues related to noise, vibrations, acoustics, aesthetics, energy efficiency and ergonomics.

2.1 Preparation of Concept Plan

- (a) Preparation of concept plan of renovation/remodeling including associated facilities/features as necessary.
- (b) Approval of concept plan by UIDAI
- (c) Consultant will assist UIDAI in getting the approval from concerned UIDAI's authorities wherever necessary
- (d) Providing and presenting 3D walk through presentation of proposed office space showing the scheme.

2.2 Providing sufficient Details for inviting tender including all binding standards, specifications, statutory requirements, tests & certifications for the work to be executed by the contractor.

It includes but is not limited to the Following:-

- (a) Architectural planning , designing and detailing for the interiors, lighting, all type of signages including indicators and display systems, decorative features & fixtures, electrification(internal & external) including equipments & systems, air-conditioning,

communications & audio systems, firefighting & fire/smoke detection system, plumbing/sanitary work, sewerage system, data and phone conducting lines, office automation systems & equipments and other associated services required in the premises.

(b) Preparation of layout and service/tender drawing of all utilities like total electrical load required for the premises, firefighting arrangements, water supply storage/network, sewage system.

(c) Preparation of comprehensive bill of quantities (BOQ) for all internal works for civil, electrical, air conditioning, plumbing/sanitary work, services and fire fighting work, office management system, Data, Communication system and other aforementioned items and framing of special conditions of contract, special specifications if any, makes of various materials to be used, in consultation with UIDAI for inclusion in the tender document.

- 2.3 Obtaining the approval of UIDAI for all design/estimates/drawings/specifications duly revising the drawings wherever necessary and/ or as directed.
- 2.4 Obtaining the Approval of plans from local bodies like NDMC, LIC, Fire department etc. as and when necessary.
- 2.5 Detail Designing and preparation of Drawing, which includes preparation of architectural & working drawings for the work to be executed.
- 2.6 Preparation of the NIT for work to be executed by contractor.
- 2.7 Preparation of the Tender document-complete with all annexures, forms and formats.
- 2.8 Evaluation of the tender & framing recommendations including processing of evaluation documents comparative statements.
- 2.9 Preparation of Agreement and related documents.
- 2.10 Monitoring & supervision of the execution of work including testing/sampling/measuring and preparation of all reports as and when required by UIDAI.
- 2.11 Recommending, evaluating and getting approval for all the deviations if the need arises.
- 2.12 Processing and preparation of the completion certificate.

2.13 Besides the drawing mentioned above, preparation of any other details/drawing and specification as may be required during execution of the project for the completion of work, in 6 sets.

2.14 Preparation of completion drawing for all the works completed as above and submission of 4 copies of such drawings and Soft Copies of all drawings for office record.

3.0 **OVERALL SCOPE OF SERVICE**: Broadly it includes but is not limited to the following:

3.1 The tender design for civil, electrical and other works is to be prepared by consultant, keeping in view that the contract package for civil works would be on "Design and Construct basis"

3.2 Consultant shall recommend the designs for adoption as Tender design covering all aspects relevant to the implementation of civil, electrical and other works, and in degree of details as required in tender documents for such project.

3.3 Finalization of outline design criteria, specifications, standards and codes of practice to be followed for design and construction. The said Premises should be green and disable/handicap friendly as far as possible.

3.4 The recommended specifications and design criteria will also cover the methods of construction, design of temporary works and disposal of released materials etc. The specifications will also prescribe the tests and acceptance standards for various components of works.

3.5 It is to be ensured that the designs and specifications will meet the project requirement at reasonable cost, without imposing any limitations in regard to competitive tendering.

3.6 Based on the tender designs, and accepted design criteria, specifications, standards and codes of practice, the general consultants shall prepare a suitable BOQ.

3.7 The tender and contract document will also include but will not be limited to the following

- Notice Inviting Tenders (NIT)
- Form of Tender
- Instructions to Tenderers
- Conditions of Contract
- Employer's requirements
- Outline of Technical Specifications
- Bill of Quantities
- Tender schedule

- Drawings
- Form of Contract Agreement
- Reference Documents
- Special conditions of Contract
- Binding statutory requirements
- Stipulation of mandatory tests and certificates
- Payment scheme and terms
- Detail of site conditions & measurements.
- All forms and formats

3.8 The tenders would be invited by UIDAI on the basis of the tender documents prepared by the Consultant and approved by the UIDAI.

3.9 Review of Project Design submitted by Contractor(s) for renovation/remodelling Work.

3.10 The Consultant shall review and check the design, including drawings and other related documents submitted by the Contractor(s) for conformity with the Specifications and the UIDAI requirements and good engineering practices. Particular emphasis shall be given to the renovation planning and design in aspects of impact on the environment and urban activities as well as effects on the scheduling of works. The responsibility for correctness and completeness of Contractor's designs remain with the Contractor as stipulated in the Contract.

3.11 The Consultant shall visit to site of work as and when required to confirm/clarify decision or interpretation of drawings and specifications and attend meeting as and when required.

4.0 PROJECT MANAGEMENT INCLUDED IN CONSULTANCY SERVICE

4.1 The consultant shall supervise the execution of work by the contractor closely. For this purpose he shall engage and deploy the following site supervisors: -

(a) Site Supervisor (Civil): - He should be diploma in Civil Engineering with minimum of five years of work experience in construction of buildings preferably office buildings.

(b) Site Supervisor (Electrical): - He should be diploma in Electrical Engineering with minimum of five years of work experience in electrical and air conditioning work in buildings preferably in office buildings.

4.2 The Consultant and both aforementioned site supervisors must be available on mobile/landline all 24 hours 7 days a week on pre-informed numbers to be made available to UIDAI. He should be present and available on site all 7 days a week for at least 8 hrs. Timings may vary as per requirement of UIDAI over the entire period of 24 hrs. through the day. Dispensation for genuine reasons shall be given by UIDAI. The

consultant shall be committed to discharge the various liability of the employer with respect to the acts of commission and omissions of both the supervisors.

4.3 Consultant is responsible to ensure completion of renovation/remodeling work in 90 days time, therefore no additional payment shall be made beyond 90 days for Consultancy Service under any circumstances or any reason whatsoever.

4.4 Construction Supervision:

The Consultant shall be responsible for supervising the construction of the project, for its implementation to the desired quality and giving due regard to its time schedule. Suitable system shall be developed by consultant for ensuring quality and time schedule for the work and reporting the same to UIDAI. The activities will include but not limited to the following: -

4.5 Site Visits

- 1) To undertake visits to the construction sites, monitor the contractor's activities for quality assurance, for conformity to Contract.
- 2) To monitor contractor's activities with goal of minimizing adverse effects on office working, neighborhood, surroundings and the environment.
- 3) Consultant shall keep UIDAI informed of their findings and recommendations resulting from these site visits.
- 4) Consultant shall keep a record of his site visits and observations therein. He shall hand over such record to UIDAI and when required.

Continuous co-ordination will be required with various local authorities and govt. departments for resolution of issues related to the implementation of the project. While the main coordinating agency will be the UIDAI, the consultant will be associated wherever required to provide technical support by way of data, drawings, sketches and technical aspects of the issues.

4.6 Conducting or getting the required tests conducted on various materials from time to time as per Codal provisions and maintaining the quality related records for inspection by UIDAI.

4.7 Recording of measurements of work done by the contractor in consonance with the schedule and conditions of the contract for on-account payment to the contractor. It includes keeping account of the on account bills and examination of all bills and related records and making recommendations for payment.

5. **FEE**

Consultant will have to quote percentage above or below over the estimated cost which will be corrected to actual cost of the work to arrive at the quantum of final payments.

5.1 In consideration of the performance of the consultancy Service, the UIDAI agrees to pay to the Consultant the agreed sum in stages, as detailed below. The receipt of an invoice from the Consultant at each stage should meet the requirements of Ministry of Finance for Service Tax purposes. All applicable tax deductions shall be made from such fee.

5.2 No invoice shall be submitted by the Consultant for payment (and if submitted the UIDAI shall be under no obligations to pay such invoice) until such time as the Report/work satisfies the requirements as given below.

5.3 The fee shall exclude the amount of Service Tax payable as per extant stipulations of Ministry of Finance. This will be borne by the consultant.

5.4 STAGES OF PAYMENT

Sl.No.	Description of Activity	Fee payable % of Total Fee for Interior work
1)	On preparation & approval of concept plan	10%
2)	On preparation & approval of architectural plan , design and all drawings for all interior and aforementioned associated work.	15%
3)	On preparation & approval of NIT & tender document	10%
4)	On signing of agreement with the contractor for execution of work.	10%
5)	On completion of 50% interior work	25%
6)	On completion of remaining work and completion certificate	30%

5.5 The fees payable as above shall be released based on the estimated cost or the actual cost whichever is lower and available at that stage. The final adjustment shall be done on completion of the remaining work in the last stage of the payment so that the fee that was quoted as a percentage of the estimated cost becomes the fee arrived at by applying the same percentage to the final actual cost of the work.

TERMS AND CONDITIONS

6.0 The design of building, services and electrical installation will confirm to all relevant Indian Standard Codes and specifications.

7.0 FORE CLOSURE OF CONTRACT

- 7.1 This offer may be fore-closed at any time by UIDAI upon seven days notice in writing being given, if the site is not handed over by UIDAI or if it is warranted due to unavoidable administrative reasons.
- 7.2 After the award of the work the consultant shall prepare the time schedule in consultation with UIDAI to ensure timely completion of the work.

8.0 TERMINATION

- 8.1 Without prejudice to the succeeding provision of this section the Agreement shall terminate on the completion of the provision of the Services to the UIDAI.
- 8.2 The UIDAI may by notice in writing immediately terminate this Agreement if the Consultant or any of the Consultant's personnel shall:
- 8.2.1 Be in breach of any of the terms of this Agreement which, in the case of a breach capable of remedy, shall not have been remedied by the consultant within ten days of receipt of a notice from the UIDAI specifying the breach and requiring its remedy;
- 8.2.2 Having remedied the breach referred to in sub-paragraph 8.2.1 further breach the terms of the Agreement on two or more occasions;
- 8.2.3 Be incompetent, guilty of gross misconduct or any serious or persistent negligence or serious or persistent default in the provision of the services, including (but not limited to) the disclosure to any person not authorized by the UIDAI of any Confidential Information;
- 8.2.4 Commit any offence under the Prevention of Corruption Act 1988;
- 8.2.5 Fail or refuse after written warning to provide the Services properly required pursuant to the provision of the Agreement.
- 8.2.6 The consultant shall be paid the suitable compensation in case of fore-closure/termination of the contract commensurate with the satisfactory work done up to the limit decided by UIDAI and the decision shall be final and binding.

9.0 AMENDEMENT/WAIVER

No amendment, modification or waiver of any provision of this Agreement shall in any event be effective unless the same has been made in writing and signed by a duly authorized officer of each of the parties, and approved in writing by other and any waiver or consent shall be effective only in the specific instance and for the specified purpose for which it is given.

10. **INDEMNITY TO CLIENT**

The Consultant shall exclusively be liable and keep the UIDAI indemnified against all claims, action, damage, liability and harm of every description which may arise whether directly or indirectly in consequence of its provision of the Services.

11. **CONFIDENTIAL INFORMATION**

11.1 The Consultant agrees at all times to treat all Confidential information as secret and confidential to the UIDAI, and;

11.2 The Consultant shall not, save for in consequence of paragraphs 11.3 and 11.4 below, at any time, for any reason, disclose or permit to be disclosed to any person any Confidential information and the Consultant shall not otherwise make use of or permit any use to be made of any Confidential information by any person.

11.3 Without prejudice to paragraph 11.1 the Consultant may disclose Confidential information to such of its personnel as needs to know in order to provide the Service. However, in doing so the Consultant shall at all times ensure that its personnel involved in providing the Service, or who otherwise come across Confidential information in the course of their duties are made aware of the nature of the Confidential information and do not disclose it or otherwise breach the provisions of this section.

11.4 Confidential information may be released pursuant to requirements of legislation which include but not limited to the Right to Information Act 2005 – only by operation of law.

11.5 On termination of this Agreement (however such termination may arise) the Consultant shall deliver if so required to the UIDAI all working papers, computer disks and tapes or other material and copies provided or prepared by it pursuant either to this Agreement or to any previous obligation owned to the UIDAI regarding the Project.

12. **INTELLECTUAL PROPERTY**

12.1 The Consultant warrants that in providing the Services it shall not infringe the copyright design, right patent or any other intellectual property right of any third party and indemnifies the UIDAI against any claim made against it arising from any infringement of any intellectual property right belonging to any third party.

12.2 The copyright and any other intellectual property in any material produced in the course of or in consequence of providing the services shall belong to the UIDAI absolutely. UIDAI can use the same anywhere else, without paying extra compensation to the consultant.

13. **DISPUTES**

13.1 Any dispute which may arise as to the terms of this contract will be dealt with in accordance with the provision of this section.

13.2 If any dispute arises between the parties in relation to this contract, then either party may request the other to participate in a meeting of their respective senior managers or any other authorized officer/representative, in order to discuss the dispute and to agree to a strategy to resolve it. The Parties shall then liaise in good faith to arrange and implement the meeting within ten (10) working days and shall exchange statements at least three (3) clear working days prior to the date of the meeting, setting out their respective views of the issues, which are in dispute.

13.3 If notwithstanding any steps taken by the parties pursuant to paragraph 13.2, the dispute between them remains unresolved within one (1) month of the date on which the dispute arose, then the matter will be referred to the Board of Directors/Board of Members of the respective parties, setting out the respective views on the issues and for the purpose of resolution of the dispute, if within fourteen (14) days, or such longer period as the parties may agree, of such request then fail to meet or resolve the dispute then paragraph 13.4 will apply;

13.4 If notwithstanding any steps taken by the parties pursuant to Clause 13.3, the dispute between them remains unresolved within the time period previously agreed, then either party may serve notice on the other to require the dispute to be referred to arbitration. The Arbitrator shall be appointed by DG&MD of UIDAI whose decision shall be final and binding, the arbitration proceedings shall take place at Delhi in accordance with the Arbitration and Conciliation Act, 1996, as may be amended or re-enacted from time to time.

14. **STATUS**

Throughout the operation of this agreement and upon termination the Consultant shall at all times have the status of a self-employed person and for the avoidance of doubt neither the Consultant nor the employees, agents or servants shall acquire the status of employee of the UIDAI and shall not be entitled to any pension, bonus or other benefit (other than the fee payable under this Agreement) from the UIDAI. The Consultant shall be and hereby undertake responsibility of all income tax liabilities or similar taxes and levies in respect of its fees and the Consultant hereby indemnifies the UIDAI in respect of any claims that may be made by the relevant authorities against the UIDAI in respect of income tax or similar contributions, taxes or levies relating to the Consultant's services pursuant to this Agreement.

15. **SET OFF**

Whenever under this contract any sum of money shall be either overpaid to the Consultant by the UIDAI and therefore recoverable, or is otherwise payable by the Consultant to the UIDAI, then the amount due may be deducted by the UIDAI from any sum then due or which at any time thereafter becomes due to the Consultant under this contract. The exercise by the UIDAI of its rights under this provision shall be without prejudice to any other rights or remedies which are available to the UIDAI at any time under the contract, or otherwise at law or in equity.

16. **NOTICES**

16.1 Any notices to be served by the parties under this contract shall (subject to any contrary provision of this contract) be served by registered post or courier or facsimile transmission and any notice:-

16.1.1 to the UIDAI shall be sent to DDG/Admin/UIDAI or to such other person/address as may from time to time be notified to the Consultant by the UIDAI for the purposes of this paragraph;

16.1.2. to the consultant, shall be addressed to the Consultant at the premises or to such other person/address as may from time to time be notified to the UIDAI by the Consultant for the purposes of this paragraph in writing only.

16.2 If a notice is served by:

16.2.1 registered post or courier, it shall be deemed served on the second working day after posting;

16.2.2 facsimile transmission (FAX), shall be deemed served on the day of its transmission if transmitted prior to 4.00 pm, or if it is transmitted after this time on the day in question then it shall be deemed served on the next working day;

16.2.3 either party may give notice to the other of change of address/telefax nos for Service of Notices in accordance with the provisions of this Section.

17. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the substantive laws of India.

18. **ASSIGNMENT**

This Agreement is personal to the Consultant and any right or obligation arising under it may not be sub-contracted assigned or otherwise transferred without the prior consent in writing of the UIDAI, except to the extent mentioned elsewhere in the tender document.

19. **LIQUIDATED DAMAGES**

A penalty of 1/2% (half percent) of consultancy amount per week, subject to total maximum amount of 10% of the total consultancy amount shall be levied, if the default

is not made good after serving notices to the party. Contract/order will be terminated at the risk and cost of the consultant unless the explanation is received and accepted. The risk and cost liability shall be limited to performance security which shall be forfeited in such case.

20. **FORCE MAJEURE**

20.1 The Consultant shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, to the extent that, delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

20.2 For purpose of this clause, "Force Majeure" means an event beyond the control of either party and not involving either party's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemic, quarantine restrictions and freight embargo.

20.3 If a Force Majeure situation arises, either party shall promptly notify the other party in writing of such conditions and the cause thereof. Unless otherwise directed by the UIDAI in writing, the Consultant shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

20.4 However, the UIDAI may terminate this Contract, without penalty, by giving a written notice of minimum 7 days to the Consultant, if as a result of Force Majeure the Consultant is unable to perform a material portion of the services for a period of more than 30 days.

21. **VALIDITY OF CONTRACT**

The contract shall be valid till the said premises is commissioned by UIDAI.

22. **GENERAL**

- a) The tenders shall be submitted in sealed cover subscribing the name of the work on the cover.
- b) UIDAI reserves the right to split the work and to award the job to one or more than one agency without assigning any reason whatsoever.
- c) UIDAI reserves itself the right to accept or reject any or all tenders without assigning any reason. Tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.
- d) Payment of work done shall be made against submission of bill and duly certified by Engineer/UIDAI representative as per schedule of payment.

- e) All communications to be in writing and all drawing to be signed. Contract shall be administered by ADG/Admn/RS as the UIDAI representative. All records and drawing must bear the signature of UIDAI representative if an when deemed to be approved. No unrecorded additions/alterations/corrections not signed by UIDAI representative will be considered.
- f) Engineer/UIDAI representative shall have powers to make any alteration, omission, addition to or substitution for the original work and no claims whatsoever on account of above shall be entertained except payment for the actual work done as mentioned in prescribed clause.
- g) Clauses of Arbitration, Risk & cost and liquidated damages shall be applicable as given in this letter after acceptance the quotation.
- h) Work is of a specialized nature and time schedule given shall be strictly adhered to.
- i) Where this tender and /or the agreement to be signed are falling short of stipulations/provisions, the provisions contained in CPWD codes and CPWD Manuals shall be imported into the tender/contract but not if they are repugnant to the context and/or not expressly provided therein.

End

ANNEXURE III

PRICE TENDER/OFFER BY THE TENDERER

DESCRIPTION OF ITEM	FEE
Scope of work as defined in Annexure-II	<p>% of the estimated cost mentioned in the NIT or actual cost (whichever is lower and available at that stage). This % will be applied at various stages of payment and applied to the actual cost of the completed work to arrive at the final quantum of payment.</p> <div data-bbox="970 1070 1268 1236" style="border: 1px solid black; padding: 5px; margin-left: auto; margin-right: auto;"><p style="text-align: center;">_____ % (FILL IN CLEARLY)</p></div>

(Signature of the tenderer)

**STAMP OF THE
TENDERER**

ANNEXURE-IV

BANK GUARANTEE FOR PERFORMANCE SECURITY -FORMAT

To

The Director General & Mission Director
Unique Identification Authority of India,
Jeevan Bharathi Building, Tower-II, Level-III,
Connaught Circus,
New Delhi-110001.

In consideration of "Unique Identification Authority of India(UIDAI)" (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and permitted assigns) having awarded to M/S.....having its office at(Hereinafter referred to as the "Consultant" which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement no. / Letter of Acceptance No.....datedand the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs...../- (Rupees.....)excluding service tax for "Consultancy services pertaining to detailed architectural & structural design and associated services for construction of Rail land Development Authority office complex in New-Delhi "(Hereinafter called the "Contract"), and the consultant having agreed to furnish a Bank Guarantee to the Client as "Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs./- (Rupees.....)

We, having registered office at, a body registered/ constituted under the(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 forthwith pay to the Client, in full, without any deductions, set-off or counterclaim whatsoever to pay the client immediately on first demand any or, the sum claimed by the Client which shall not exceed Rs./- (Rupees.....) as aforesaid at any time upto..... without any demur, reservation, contest, recourse or protest and / or without any reference to or enquiry from the consultant. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant 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 Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Consultant. The client 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 consultant 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 Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client 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 Client 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 Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

The Client shall be entitled to make unlimited number of demands under this Bank Guarantee, provided that the aggregate of all sums paid shall not exceed the guaranteed amount.

The Bank shall make the payment hereunder against the receipt of a demand without any proof for document, notwithstanding any dispute by the Consultant, and such a demand shall be a conclusive evidence of the Banks liability to pay the Client.

The Bank Guarantee shall be continuing irrevocable obligation.

Any waivers, extensions of time or other forbearance given or variations required under the Contract or any invalidity, unenforceability or illegality of the whole or any part of the contract or rights, of any Party thereto , or amendment or other modification of the Contract, or any other fact, circumstance, provision of statue of law which might, entitle the Bank to be released in whole or in part from its undertaking, were its liability to be secondly and not primary, shall not in any way release the Bank from its obligations under this Bank Guarantee.

Any demands, shall be deemed to have been duly served: if delivered by hand, when left at the property address for service; and if given or made by pre-paid registered post or facsimile transmission, when received.

This Bank Guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this Bank Guarantee hereby submit to the jurisdiction of the Courts of..... for the purposes of settling any disputes or differences which may arise out of or in connection with this Bank Guarantee, and for the purposes of enforcement under this Bank Guarantee.

Notwithstanding anything contained herein,

- a) Our liability under this Bank Guarantee is limited to Rs...../- (Rupees.....) and it shall remain in force upto and including..... and shall be extended from time to time for such period as may be desired by M/s....., on whose behalf this guarantee has been given.
- b) This Bank Guarantee shall be valid upto.....
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before..... (date of expiry of Guarantee).

Signature of the Authorized Official

(Name & Designation with Bank Stamp)

NOTE:

- (i) *The bank guarantee(s) contains the name, designation and code number of the officer(s) signing the guarantee(s).*
- (ii) *The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.*
- (iii) *The bank guarantee for Rs.10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).*