

No. D-19015/06/2010-UIDAI

Government of India  
Unique Identification Authority of India  
Department of Electronics & Information Technology

2nd floor, Tower-1, Jeevan Bharati Building  
Connaught Circus, New Delhi – 11001  
Dated: 22 .01.2016

NOTICE INVITING TENDER FOR

Sub: **Tender for supply of consumables & allied items and Services of Pantry Operators for running Pantry in UIDAI, Headquarter.**

(i)	Date of issue of Tender Document	: <b>22 .01.2016</b>
(ii)	Last Date & time for submission of Tender Document	: up to 15:00 hours on <b>12.02.2016</b>
(iii)	Last date for pre –bid clarification	: <b>03 .02.2016</b> upto 17:00 hrs
(iv)	Date & time for opening of Technical bid	: At 15:30 hours on <b>12.02.2016</b>

----s/d-----

(Ratnesh Bharati)  
Deputy Director (Admin)  
Dated: 22 .01.2016  
Contact No:011-23466842

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(Ratnesh Bharati)  
Deputy Director (Admin)

Government of India  
Unique Identification Authority of India  
Department of Electronics & Information Technology

**Tender Notice**

**Sub: Tender for supply of consumables & allied items and Services of Pantry Operators for running Pantry in UIDAI, Headquarter, New Delhi.**

On behalf of the President of India, Unique Identification Authority of India (UIDAI), Department of Electronics & Information Technology invites sealed tenders from reputed and experienced agencies under **Two-bid** system, in prescribed proforma for "**Supply of consumables & allied items and Services of Pantry Operators for running Pantry in UIDAI, Headquarter**" at 2<sup>nd</sup> & 9<sup>th</sup> Floor, Tower-I and 3<sup>rd</sup> Floor, Tower-II, Jeevan Bharati Building, Connaught Circus, New Delhi-110001. Interested firms/agencies may visit the above premises to quote the rates for the said work, if so desire.

1. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below –

- |   |  |
|---|--|
| (i) Bids/queries to be addressed to             | DD (Admin)   |
| (ii) Postal address for sending the Bids        | UIDAI HQ, Tower-1, 2nd Floor, Jeevan Bharati Building, Connaught Circus, New Delhi-110001. |
| (iii) Name/designation of the contact personnel | Sh. Ratnesh Bharati, DD(Admin)   |
| (iv) Telephone numbers of the contact personnel | 011-23466842   |
| (v) e-mail address of contact personnel         | ratnesh.bharati@uidai.net.in   |
| (vi) Fax number                                 | 011-23466894   |

2. This RFP is divided into five Parts as follows:

1. Part I – Contains General Information and Instructions for the Bidders.
2. Part II – Contains Schedule of Requirements (SOR), Eligibility Criteria and Evaluation Criteria.

3. Part III – Contains General Conditions of Tender, which will form part of the Contract with the successful Bidder.
4. Part IV – Special Terms & Conditions of the Tender and Terms of Payment which will also form part of the contract with the successful Bidder.
5. Part V – Contains Technical and Commercial Bids (Annexure-A & B) & Essential Certificate (Annexure-C).

3. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. UIDAI reserves the right to withdraw RFP at any stage without assigning any reason.

---s/d-----

(Ratnesh Bharati)  
Deputy Director (Admin)  
Dated 22.01.2016  
Contact No:011-23466842

**PART-I**

**(1) General Information:**

- (a) **Place of Work:** UIDAI, Headquarter at 2<sup>nd</sup> & 9<sup>th</sup> floor, Tower-I and 3<sup>rd</sup> floor, Tower-II, Jeevan Bharati Building, Connaught Circus, New Delhi-110001.
- (b) **Period of Contract:** The contract shall commence from the date of awarding of the contract and initially, the contract will be valid for one year and further extendable up to two years on year **to** year basis on mutual consent subject to the satisfactory performance of the Vendor and sole discretion of UIDAI.
- (c) **Pre-requisite Experience:** The Bidder should have carried out similar works for last three financial years (i.e. **FY 2012-13, 2013-14 & 2014-15**) in Govt. /PSU/Pvt. Ltd. with minimum annual turnover to the tune of Rs. **60 (Sixty) Lakh** each year and should have full command on his skill/job. Proof of Self attested requisite documents should be enclosed with Technical Bid as specified in “Annexure A”.
- (d) **TENDER FEES:** The tender document can be purchased from the cash/Admin section by paying the tender document fee of Rs. 100/- (RUPEES ONE HUNDRED ONLY) from **22 .01.2016** onwards on all working days during office hours, either through Demand draft or Pay order in favour of “**PAO, UIDAI**”, payable at New Delhi or by cash. The receipt of Tender fee for payment shall be enclosed along with the Technical Bid. In case the tender document is downloaded from the websites(<http://www.uidai.gov.in> or <http://eprocure.gov.in>), the tender fee shall be submitted along with Technical Bid in the form of Demand draft or Pay order in favour of “**PAO, UIDAI**”, payable at New Delhi.
- The tender fee is NON-REFUNDABLE. Any tender submitted without the requisite fee shall be rejected summarily.
- (e) **VALIDITY OF TENDER:** Tender should be valid for a period of 90 days from the date of Opening of the Financial bid.
- (f) **EARNEST MONEY DEPOSIT (EMD):** The Earnest Money Deposit (EMD) of Rs. 70,000/- (Rupees Seventy Thousand Only), (refundable without interest) shall accompany Technical Bid in the form of Bankers' Cheque/ Demand

Draft/Pay Order drawn in favor of "PAO, UIDAI" payable at New Delhi, failing which the tender shall be rejected summarily.

- (g) **PERFORMANCE SECURITY DEPOSIT**: The successful bidder shall required to submit **10% of the contract value** as security deposit in the form of Performance Bank guarantee within 15 days from the date of issue of Letter of Acceptance, with Deputy Director (Admin), 2nd floor, Tower-1, Jeevan Bharati Building, Connaught Place, New Delhi-110001, having validity of one year and 60 days beyond the date of completion of the contract period. After submission of the performance security by the successful Bidder, the corresponding EMD shall be released. Security deposit shall be refundable after the successful completion of the contract and finalization of all dues. In case the contract is further extended beyond the initial period of one year, the performance security deposit will have to be accordingly renewed by the successful bidder.
- (h) **Date of Submission of Tender**: The last date of submission of Tender shall be up to 15:00 hours of **12 .02.2016**. Tender completed in all respect may be submitted in the Tender Box, 2<sup>nd</sup> Floor, Tower-I, Jeevan Bharati Building.
- (i) **Date of Opening of Tender**: At **15:30 hours on 12 .02.2016** in the conference hall, 3rd Floor, Tower-2, Jeevan Bharati Building.

(2) **INSTRUCTIONS FOR SUBMISSION OF BID**: All the Tenders shall be prepared and submitted in accordance with the instructions as follows:

**Any proposal which is not submitted in accordance with these instructions shall be summarily rejected without any communication in this regard.**

- a. The bid shall be submitted in two separate sealed envelopes. The first envelope shall be super scribed "**Technical Bid**" and shall contain **Earnest Money, Tender Fee ,Annexure-"A" and Annexure-"C"** incorporating the information regarding eligibility criteria. The second envelope super scribed "**Financial Bid**" shall contain **Annexure-"B" only**. These two envelopes and the tender document (including all the Annexure), duly signed on each page with seal by the authorized representative of the bidder, should be enclosed in a bigger third envelope, which shall be super scribed "**Pantry Service in UIDAI Headquarter, New Delhi**", should be sealed and dropped in the tender box at 2<sup>nd</sup> Floor, Tower-1, Jeevan Bharati Building, Connaught Place, New Delhi within stipulated date and time. **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS TENDER DOCUMENT.**

- b. No tender shall be considered which is not as per the printed/typed form. The bidders should ensure that each page of the tender is signed by the person authorized to sign the tender document, affixing the seal of the Bidder.
- c. All entries in the tender forms should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be enclosed. Minor correction, if any, made in the form will be allowed only if the same is endorsed by the bidder with his signature. However, no such corrections including overwriting or striking out shall be permitted in the Financial Bid. In such cases, the tender shall be summarily rejected.
- d. If any bidder is found to have business or family relationship with any employee of UIDAI, his bid will be rejected.
- e. No modification or substitution of the submitted bids shall be allowed.
- f. UIDAI, Headquarter reserves the right to retain bids once submitted. It is clarified that bids once submitted will not be returned to the bidder.
- g. The bidders are required to enclose self-attested copies of the supporting documents by the authorized representative of the bidder.
- h. A bid submitted without the cost (tender fees and EMD) and incomplete or conditional bids shall not be considered and the same shall be rejected.
- i. Tenders shall not be accepted after the prescribed time and date as set out in the Tender Notice or subsequent extensions, if any, notified by this office.
- j. UIDAI, Headquarter takes no responsibility for delay, loss or non-receipt of the bid sent by post/courier. Bid sent through Fax or Email shall not be accepted.
- k. Interested parties may submit their tenders after inspecting the UIDAI, Headquarter locations in Jeevan Bharati Building, Connaught Place, New Delhi-110001. The inspection of the premises can be made between 11.00 A.M. and 5.00 P.M. on all working days from the date of issue of notification till the date of closure of tender. The bidders may, before submitting their bid proposals, examine the site of the work to familiarize themselves with the site conditions which exist regarding work to be executed, materials to be matched, precautions required, working space available and other conditions necessary to the making of intelligent bids. No claim whatsoever, in future,

shall be entertained.

- l. Any pre-bid queries will be entertained up to 17:00 hrs on 03 .02.2016.
  - m. The Bids received within stipulated date and time, shall be opened and evaluated by a duly constituted Tender Evaluation Committee on the scheduled date and time in the Conference Hall, 3rd Floor, Tower-II, Jeevan Bharati Building, Connaught Place, New Delhi-110001 in the presence of the Authorized representatives of the bidders, if any, who wish to be present on the spot at that time. No separate intimation shall be sent to bidders for the same.
  - n. The contract will be awarded on the basis of recommendation of the Tender Evaluation Committee and duly approved by the competent authority.
  - o. Although UIDAI, Headquarter has a regular requirement of consumables & allied items including services of pantry operators, yet it shall have the right to increase or decrease the number of services of pantry operators & consumables during the period of contract and payment will be made on the basis of actual delivery/deployment.
  - p. The rates quoted by the Vendor in respect of pantry operators must be in compliance to the present minimum wages notified by NCT Delhi.
  - q. UIDAI, Headquarter reserves the right to cancel the tender at any point of time without assigning any reason.
- (3) Signing of Tender:** Individual signing the tender or other document connected with contract must specify whether he/she signs as:-
- a. "Sole proprietor" of the Concern or constituted attorney of such sole proprietor.
  - b. Partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
  - c. Director or principal officer duly authorized by the Board or Directors of the Company, in case of Registered Company under the relevant Act.
- N.B.
1. In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn of affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy



of the certificate of registration of firm should also be enclosed along with the tender.

2. In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.
3. 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 **on behalf of** such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the Office 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.

(Ratnesh Bharati)

Deputy Director (Admin)

**Unique Identification Authority of India**

**Part-II**

**1. Schedule of Requirement (SOR):**

This document outlines the functional requirements for Pantry Services of UIDAI Headquarter. The document broadly covers the background, scope, technical specifications of the requirement from the user perspective.

(i) Requirement of consumables and allied items:

<b>Sl. No.</b>	<b>Particulars</b>	<b>Unit</b>	<b>Estimated consumption per Annum</b>
1.	Roasted Coffee Beans	1 Kg	700 Kg
2.	Tea bags plain	Box of 100 Tea bags	800 Boxes
3.	Tea bags (Elaichi)	Box of 100 Tea bags	690 Boxes
4.	Tea bags (Ginger)	Box of 100 Tea bags	100 Boxes
5.	Tea bags (Green Tea)	Box of 100 Tea bags	260 Boxes
6.	Tea bags (Lemon)	Box of 100 Tea bags	230 Boxes
7.	Sugar Cube	1 Kg.	1150 Kg
8.	Sugar Sachet	Packet of 100 Sachets	560 Packets
9.	Stirrer	Bundle of 1000 Stirrers	200 Bundles
10.	Milk Double toned	1 Litre	7200 Litres
11.	Amul Tetra Milk	1 Litre	240 Litres
12.	Paper Cups (150 ml)	Bundle of 100 Cups	2500 Bundles
13.	Tomato Soup Sachets	Packet of 100 Sachets	180 Packets
14.	Vegetable Soup Sachets	Packet of 100 Sachets	190 Packets
15.	Rented Coffee/Tea/Soup Machines including maintenance and routine checkup as and when required.	01 Nos.	03 Machines

(ii) Requirement for Pantry Operators:

<i>Particulars</i>	<b>Required Operators</b>
Pantry Operators for 8 Hrs & 26 days (in the category Unskilled defined in the Minimum Wage Act, 1948 in the NCT of Delhi)	04

### **3. Scope of Work:**

- 1) The Vendor shall install Machines for Coffee/Tea/Soup and supply consumables as mentioned in the Financial Bid. The machines should be able to dispense tea/coffee with both fresh milk as well as premix based milk.
- 2) The Vendor is required to supply consumables for preparation of tea, coffee and soup at **2<sup>nd</sup> and 9<sup>th</sup> Floor, Tower-I and 3<sup>rd</sup> Floor, Tower-II.**
- 3) The consumables for preparation of drinks and snacks would be required for an approx. 350 employees of UIDAI, Headquarter and for meetings/conferences/workshops organized in UIDAI, Headquarter from time to time. The number of employees is indicative and subject to change depending upon the posting of staffs.
- 4) The Vendor is required to provide four pantry operators from **09.30 A.M. to 6.00 P.M.** The Vendor would also supply consumables and allied item for preparation of tea/coffee/soup on all working days except for the holidays observed in accordance to the holiday list announced at the beginning of the year. Further, in addition to the working days indicated, in case UIDAI, Headquarter feels a need for supply of listed items on any other day which may be closed day or a holiday, the same should be required to be carried out by the Vendor.
- 5) The Vendor **shall provide disposables to serve tea/coffee/soup**, as per the standard practice and norms of Govt. of India, duly inspected and accepted by SO (Admin), UIDAI, Headquarter.
- 6) No items except those mentioned in the Financial Bid shall be provided by the Vendor in the pantry premises. Any additional items required to be served, will be served only with the prior approval of UIDAI. Rates for such additional items will be decided by mutual consultation and it shall be displayed in the pantry premises.
- 7) The Vendor shall supply all the consumables and allied items for preparation of tea/coffee/soup in most clean and hygienic condition and shall comply with the Municipal and other regulation, rules and bye laws relating to the preparation and sale of food stuff.
- 8) The Vendor will maintain personal hygiene of pantry operators: Physical examination of pantry operators in order to inspect that operators do take regular and proper haircuts, their nails trimmed and clean, they do not have any sign of a skin disease or contagious diseases.
- 9) All pantry operators will wear proper dress, gloves and Head caps while serving.

### **4. ELIGIBILITY CRITERIA:** The bidders must fulfill the following technical specifications in order to be eligible for technical evaluation of the bid (Annexure-A): -

- a. **Financial Competence:** The Vendor should have a financial turnover of min. Rs. **60 (Sixty) Lakh** during the last three financial years (2012-13, 2013-14, 2014-15). Necessary supporting documents certified by the Chartered Accountant should be submitted by the Bidder.

**b. Technical Competence:** The following requirements should be fulfilled in the Technical Bid:

1. Registration Certificate of The Company/Firm/Agency under the relevant Act.
2. The Registered Office/Corporate office/Branch office of the Vendor should be located in NCT of Delhi (enclose copy of documents).
3. Contact particulars of The Company/Firm/Agency such as address, phone & fax numbers, Mobile, e-mail, etc.
4. E.P.F. registration certificate.
5. E.S.I. registration certificate.
6. P.A.N. Number.
7. Service Tax Registration Certificate and VAT/TIN No.
8. Income Tax Returns for the last three financial years (2012-13, 2013-14, 2014-15).
9. The Vendor should have successfully managed and provided Pantry Services during the last three financial years (2012-13, 2013-14, 2014-15) at least three organizations in each year, preferably Govt. /PSUs and/or Private Sectors. Enclose year wise (2012-13, 2013-14, 2014-15) list of the organizations in which it has provided Pantry Services.
10. The Bidder shall provide contact information including address, phone & fax numbers, e-mail, etc. and listing of the organizations in which it has provided Pantry Services.
11. Experience certificate/ satisfactory performance report from the organizations in which it has provided the services. Enclose at least one experience certificate/performance report in each financial year (2012-13, 2013-14, 2014-15).

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**PART-III**

**General Terms and Conditions of 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 commence from the date of awarding of the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
  
3. **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 favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the 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 offers 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.

4. **Agents / Vendor Commission** : The Vendor (successful bidder) shall confirm and declare to the Purchaser (UIDAI) that the Vendor (successful bidder) is the original Service provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Vendor (successful bidder); nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Vendor (successful bidder) agrees that if it is established at any time to the satisfaction of the Purchaser (UIDAI) that the present declaration is in any way incorrect or if at a later stage it is discovered by the Purchaser (UIDAI) that the Vendor (successful bidder) has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Vendor (successful bidder) will be liable to refund that amount to the Purchaser (UIDAI). The Vendor (successful bidder) will also be debarred from entering into any Contract with the Government of India for a minimum period of five years. The Purchaser (UIDAI) will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Vendor (successful bidder) who shall in such an event be liable to refund all payments made by the Purchaser (UIDAI) in terms of Contract along with interest at the rate of 2% per annum above the lending rate of Gol to States/UTs (Presently 8.75%). The Purchaser (UIDAI) will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.
  
5. **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/Vendor 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.
  
6. **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.
  
7. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply/deployment of services 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 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 service.**

**8. Termination of Agreement:** Without prejudice to what is contained hereinabove, UIDAI, Headquarter shall at its sole and absolute discretion, be entitled to terminate this agreement by giving three months' notice in writing of the intention to terminate without specifying any reason(s) without assigning any reason and without payment of any compensation, if

- (a) in the opinion of UIDAI (which shall not be called in question by the Vendor and shall be binding on the Vendor) the Vendor fails or refuses to implement this agreement to UIDAI's satisfaction, and/or
- (b) the Vendor commits a breach of any terms and conditions of this agreement, and/or
- (c) the Vendor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or execution or other process is levied upon or receiver is appointed of any part of the assets or property of Vendor, and/or
- (d) for any reason whatsoever, the Vendor becomes disentitled in law to perform his obligations under this agreement, and/or
- (e) The delivery of material / services is delayed due to causes of Force Majeure by more than (5 working days) provided Force Majeure clause is included in contract.
- (f) There is no variation in the ownership/partnership or management of the contractor or his business without prior intimation in writing to UIDAI of such variation.
- (g) If, UIDAI, Headquarter notices that the contractor has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

**9. Events upon Termination:** In the event of termination of this agreement for any reason whatsoever, the Vendor/or persons employed by him shall not be entitled for any sum or sums whatsoever from UIDAI by way of compensation, damages or otherwise except for the accrued payments till the end date of this Agreement. On termination of the contract, the contractor shall take steps to withdraw all the services provided in a smooth and orderly manner.

**10. Governing Law and Jurisdiction:** This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which

UIDAI has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

#### **11. Notice:-**

- a. Form of Notice. All notices, requests, claims, demands and other communications between the parties shall be in writing.
- b. Method of Notice. All notices shall be given (i) by delivery in person or (ii) by registered mail, postage prepaid, or (iv) by facsimile or (v) by electronic mail to the address of the party specified in this Agreement or such other address as either party may specify in writing.
- c. Receipt of Notice. All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.

**12. Dispute Resolution:** In case of any dispute between the Vendor and UIDAI arising out of or in relation to this Agreement, the dispute shall be referred to a sole Arbitrator to be appointed by UIDAI and the decision of such Arbitrator shall be conclusive and binding on both the parties. The arbitration proceedings shall be held in English language and the venue shall be in Delhi and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The Courts of Delhi will have jurisdiction over all legal disputes under this Agreement.

**13. Transfer and Sub-letting:** The 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.

**14. 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.

#### **15. Taxes and Duties:**

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

- a) The price shall include all applicable taxes, duties, levies, statutory obligations, etc. **including service Tax.**
- b) Any change in any duty/tax upward/downward as a result of any statutory variation takes place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the service provider/Vendor. 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:-**

- a) 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.
  
- b) 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.

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**PART-IV**

**(1) Special Terms & Conditions of the Tender**

- (a) The contract shall commence from the date of awarding the contract. Initially, the contract will be valid for one year and further extendable up to two years on year on year basis on mutual consent subject to the satisfactory performance of the successful bidder and sole discretion of UIDAI. The contract may be terminated at any time without assigning any reason thereof.
- (b) All the terms & conditions and scope of work as mentioned in the tender document must be strictly adhered to by the Vendor.
- (c) The Vendor shall fulfill all the statutory obligations i.e. Provisions of Minimum Wages Act, PF, ESI, Service Tax, etc. of the Pantry Operators deployed by him/her and will submit the evidences periodically or as and when required.
- (d) Payment will be made to the Vendor on monthly basis after submission of the bill subject to satisfactory performance duly verified by the SO (Admin-I).
- (e) The rates quoted with regard to Pantry Operators will vary in accordance with minimum wages notified by the Government of NCT Delhi from time to time and will be reimbursed to the Vendor on submission of evidences. All other rates of consumables and Machines remain fixed during the period of contract.
- (f) The Vendor shall ensure the supply of all consumables well before the office time that is 9:30 AM to 6:00 PM or depending upon the official requirement. Attendance records of the Pantry Operators deployed by the Vendor will be kept at the designated spot and signed/countersigned by UIDAI representatives/ SO (Admin-I).
- (g) The Vendor should submit report duly verified by the police about the credentials along with copy of Aadhaar Card of the deployed pantry operators within 15 days of their deployment. The Vendor will also ensure issuance of their proper Identity Cards and attendance through Biometric Attendance System. The Vendor will submit the contact particulars including mobile/Landline of deployed Pantry Operators.
- (h) A complaint register will be kept at the designated spot in which users will record their complaints related to Pantry service and the Vendor has to ensure its rectification duly verified by the users/complainants within 24 hours of recording of complaint, failing which a penalty @ Rs. 100/- per day will be imposed on the Vendor if negligence found on account of Pantry operators, Coffee/Tea/Soup maker

and consumables, this penalty will be over and above the penalty mentioned under para-7 of Part-3 of the tender document.

- (i) In case Pantry operators' remain on leave, the Vendor shall provide the suitable substitute otherwise proportionate amount of wages along with applicable penalty as specified in para-7 of Part-3 will be deducted from the bills of the Vendor.
- (j) Any matter during the period of contract, which has not been specifically covered in the agreement, shall be decided by the competent authority in UIDAI, Headquarter whose decision shall be final and conclusive.
- (k) The Bidder shall be bound to perform the assigned jobs. He/ She shall also be bound to perform any other assigned pantry jobs even though the same may not have been included in the scope of services. The charges for these extra services shall be settled mutually between the successful bidder and UIDAI, Headquarter.
- (l) UIDAI reserves the right to recover/adjust any amount which may be due from the Bidder from his/her earnest money, security deposit and any amount due for payment from UIDAI, Headquarter.
- (m) The Bidder shall not appoint sub- contractor to carry out any obligations under the Contract.
- (n) The Bidder shall ensure uninterrupted supplies of services as agreed herein.
- (o) The Bidder shall also ensure effective supervision of the pantry services for efficient service in all the UIDAI, Headquarter locations.
- (p) No escalation during the period of contract would be allowed on any account.
- (q) Any sum of money due and payable to the Vendor (including Security deposit) under this contract may be appropriated by UIDAI and set off the same against any claim of UIDAI for payment of a sum of money arising out of this contract made by Vendor with UIDAI.
- (r) Intoxication is strictly prohibited in office premises.
- (s) UIDAI, Headquarter may terminate the contract due to any breach of terms and conditions at the risk and cost of the bidder.
- (t) The quantity and quality of raw material and finished product shall be checked by a committee formed by the UIDAI. If the quality/quantity is not of appropriate standard then it shall be rejected forthwith at the cost of contractor. Any incident of ill health arising out of unhygienic consumables for preparation of drinks will lead to legal action against the Vendor.
- (u) Any deficiency in service shall make this contract liable for termination.
- (v) Tea/Water/Coffee/Soup should be supplied in disposable containers of standard quality.

(w) All the Machines installed shall be kept in order round the clock for smooth functioning of pantry services and contact Mobile of the maintenance staff should be displayed on the Machine.

**(2) Terms of Payment:** No Payment shall be made in advance to neither the Vendor nor any loan from any bank or financial institution be recommended on the basis of work award. Payment towards supply of consumables and allied items for preparation of tea/coffe/soup will be made by UIDAI, Headquarter on monthly basis. The Vendor shall submit the monthly bills in the first week of the following month in respect of previous month for sanction and passing of the bill for payment. All payment shall be made by ECS/e-payment only and UIDAI, Headquarter shall be at liberty to withhold any of the payment in full or in part subject to recovery of penalties mentioned in preceding para.TDS as applicable will be recovered from the bills.

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**PART-V**

**Evaluation Criteria: The criteria for tender evaluation will be as under:-**

- a. The Technical Bids will be opened by a committee authorized by the competent authority at **UIDAI, Headquarter** in the presence of such bidders/Authorised representatives who may wish to be present.
- b. The Technical Bids of only those bidders will be opened **whose Tender fee and EMD** will be found in order and accepted by this Office.
- c. The contract may be awarded to the bidder whose “**Annexure-A**” and “**Annexure-C**” will be found in order, and total of **(X+Y)** of **Annexure ‘B’** will be the lowest subject to fulfilment of all other terms & conditions stipulated in the tender document.
- d. **Right of Acceptance:** The Headquarter of the Unique Identification Authority of India reserves all rights to reject the tender at any stage without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the Competent Authority of the Headquarter of the Unique Identification Authority of India in this regard shall be final and binding to all.
- e. Any failure on the part of the contractor to observe the prescribed procedures and any attempt to canvass for the work will prejudice the contractor's quotation and liable to be rejected.
- f. **Communication of Acceptance:** Successful bidder shall be informed of the acceptance of his/her tender.

**Technical Bid**

1. Name of Bidder company/firm/Agency: \_\_\_\_\_
  
2. Type (Limited Co./Partnership/Proprietor) \_\_\_\_\_  
(Please enclose copy of Registration)
  
3. Name of proprietor / Director \_\_\_\_\_  
of Bidder company /firm/Agency:
  
4. Full Address of Registered Office \_\_\_\_\_  
in NCT of Delhi(Enclose Self attested Copy)
  
- Telephone No: \_\_\_\_\_
- Fax No: \_\_\_\_\_
- E-mail Address: \_\_\_\_\_
- Mob No: \_\_\_\_\_
  
5. PAN No: \_\_\_\_\_
  
6. VAT Registration No: \_\_\_\_\_  
(Enclose Self attested Copy)
  
7. Service Tax Registration No: \_\_\_\_\_  
(Enclose Self attested Copy)
  
8. E.P.F. Registration No: \_\_\_\_\_  
(Enclose Self attested Copy)
  
9. E.S.I. Registration No: \_\_\_\_\_  
(Enclose Self attested Copy)
  
10. Income Tax Return Statement/  
Certificate (Enclose self attested  
Copies of FY 2012-13, 2013-14, 2014-15) \_\_\_\_\_

11. Bank A/C details of the Vendor \_\_\_\_\_  
(Enclose self attested copy)

12. Details of EMD & Tender Fee: \_\_\_\_\_

13. Satisfactory Performance Certificate of the \_\_\_\_\_  
Vendor during FY 2012-13, 2013-14 & 2014-15  
(Enclose self attested copy)

14. Give details of the major similar contracts handled by the Bidder Company/  
firm/ Vendor in PSUs or Government Departments or any reputed organizations  
during the last three years in the following format)(Self-attested copies of work  
orders shall be enclosed):

Sr No	Name of the Organization	Contact No. of the client organization	Financial Year	Duration of contract		Annual Contract Value (in Lakhs)	(enclose copies of work order)
				From date	To date		
1			2012-13				
2			2013-14				
3			2014-15				

15. The Bidder is having a financial turnover of minimum Rs. 60 (Sixty) Lakh per  
annum during the last three years (Enclose CA certified copy of balance sheet)

Financial Year	Amount (Rs. lakhs)	Remarks, if any
2012-13		
2013-14		
2014-15		

Date:  
Place:

Signature of authorized person  
Name:  
Seal

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**Financial Bid**  
**(In sealed Cover-II super scribed "Financial Bid")**

**Annexure-B**

(i) Rate quoted for consumables and allied items:

Sl. No.	Particulars of Branded items	Unit of items	Quoted Rate per Unit (In Rs)	VAT/Ser. Tax (% age)	Estimated consumption per Annum	Cost of the items including VAT/Service Tax
			(P)	(Q)	(R)	C= P*R(1+Q/100)
1.	Roasted Coffee Beans	1 Kg			700 Kg	
2.	Tea bags plain	Box of 100 Tea bags			800 Boxes	
3.	Tea bags (Elaichi)	Box of 100 Tea bags			690 Boxes	
4.	Tea bags (Ginger)	Box of 100 Tea bags			100 Boxes	
5.	Tea bags (Green Tea)	Box of 100 Tea bags			260 Boxes	
6.	Tea bags (Lemon)	Box of 100 Tea bags			230 Boxes	
7.	Sugar Cube	1 Kg.			1150 Kg	
8.	Sugar Sachet	Packet of 100 Sachets			560 Packets	
9.	Stirrer	Bundle of 1000 Stirrers			200 Bundles	
10.	Milk Double toned	1 Litre			7200 Litres	
11.	Tetra Milk	1 Litre			240 Litres	
12.	Paper Cups (150 ml) (Premium Quality)	Bundle of 100 Cups			2500 Bundle	
13.	Tomato Soup Sachets	Packet of 100 Sachets			180 Packets	
14.	Vegetable Soup Sachets	Packet of 100 Sachets			190 Packets	
15.	Rental Charges of Coffee/ Tea/Soup Machines	01 Nos.			03 Machine	
Total Cost of the consumables and allied items including taxes(From Sr. 1 to 15)						<b>"X"</b>

- Note:** 1. Roasted coffee beans of reputed brand such as Nescafe/Bru/Coffee Day **OR** equivalent.  
2. Tea bags of reputed brand such as Tata/ Brooke Bond/ Lipton/ Coffee day **OR** equivalent.  
3. Milk/Tetra Milk of reputed brand such as Mother Dairy/Amul **OR** equivalent.  
4. Soup of reputed brand such as Knorr/ Maggi **OR** equivalent brand.



- (ii). Rate quoted for Pantry Operators (should be in compliance to the latest minimum wages notified by the Government of NCT Delhi):-

SN	Particulars in Pantry Operators(Unskilled)	Monthly Amount (in Rs.)
01	Basic	
02	PF Contribution	
03	ESI Contribution	
04	Administrative Charges	
05	Total amount quoted(Sum of Sr. No. 1 to 4)	
06	Applicable service Tax (%)	
07	Total CTC ( Sum of Sr. No. 5 to 6)	<b>“Y”</b>

Date:  
Place:

Signature of authorized person  
Name:  
Seal

**CERTIFICATE**

1. I, \_\_\_\_\_ Son / Daughter / Wife of  
Sh. \_\_\_\_\_ Proprietor/Director/authorized  
signatory of the Vendor/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. I do hereby certify that the representative of the firm has seen and understood the  
tender document and the rates have been quoted accordingly.
4. 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.
5. I, do hereby certify that the our firm has neither been blacklisted to by any of the  
Govt., Ministries/Departments/Organizations/PSUs/PSU Banks with which the  
firm had contracted for Pantry service/any work, etc. nor any criminal case  
registered against the firm during the last three years. This Vendor has also  
not been penalized by such Offices/organizations for supply of poor/spurious  
consumables and allied items/materials etc.

Date:  
Place:

Signature of authorized person  
Full Name:  
Seal: