

**UIDAI TECHNOLOGY CENTRE, BANGALORE
GOVERNMENT OF INDIA, PLANNING COMMISSION**

RFP No. TC-UID/Admin/captive data centre procurement/68/14-15 DT 1.12.2014

To

M/s _____,
_____,
_____.

On behalf of the purchaser viz. President of India, bids are invited (in the enclosed offer-form) for the supply of the stores detailed in the schedule to the tender attached.

2. The conditions of contract which will govern the contracts made under this tender will be as follows (attached): -

- i. Instructions to Tenderers attached.**
- ii. Conditions in the Schedule to tender.**
- iii. Special conditions to this invitation to tender (Annexure I) attached &/or conditions agreed mutually.**

3. If you are in a position to quote for supply in accordance with the requirements stated in attached schedule to tender, you may submit your offer, duly signed and complete in all respects. A list of questions attached should be answered and returned with the tender.

4. Your tender should be submitted in duplicate in the prescribed form and should be addressed to the Assistant Director General(Admin), UIDAI Technology centre, Salarpuria Touchstone, Block B, level 1, Marthahalli Sarjapura Outer Ring Road, Bangalore-560103. This tender is not transferable.

5. Appendices 'A' to 'E', may also be read carefully and complied.

Assistant Director General (Admin)
For & on behalf of the President of India

OFFER-FORM

Tender No. TC-UID/Admin/captive data centre procurement/68-01/14-15

From:

Telegraphic Address

Telephone Nos.:

(Works) _____

(Res.) _____

(Mobile) _____

FAX No. _____

To

The Assistant Director General (Admin),
UIDAI Technology centre,
Salarpuria Touchstone, Block B, Level 1,
Marthahalli Sarjapura Outer Ring Road,
Bangalore – 560103.

Dear Sir,

1. I hereby offer to supply the stores detailed in the schedule hereto or such portion there-of as you specify in the acceptance of tender at the price given in the said schedule.
2. I agree to keep our offer valid for acceptance for a period of 90 days from the date of opening and shall be bound by a communication of acceptance despatched within the prescribed time.
3. I have read and understood the instructions to tenderers, conditions in the schedule to tender and have also thoroughly examined the relevant specifications and are fully aware of the nature of the stores required and undertake to supply the stores strictly in accordance with the requirements.
4. I have enclosed Demand Draft No. _____ dated _____ amounting to Rs. 500 in favour of CDDO, UIDAI Bangalore towards tender fee(In case the tender form is downloaded from UIDAI website)

Yours faithfully,

(Signature of Tenderer)

Date _____

Name(in Block letters:) _____

Capacity in which tender is signed _____

Address of firm in full: M/s _____

Signature of witness _____

Name and address _____

Schedule to Tender

Price per set:Rs.500/-

UIDAI TECHNOLOGY CENTRE, PLANNING
COMMISSION, GOVERNMENT OF INDIA

TENDER
TC-UID/Admin/CDCP/68/14-15
Dt. 1.12.2014
OFFER SHALL REMAIN OPEN FOR ACCEPTANCE UP TO
21.03.2015

TIME & DATE OF RECEIPT OF TENDER
On or before 22.12.2014

TIME & DATE OF OPENING OF TENDER
Technical bid: 16.00 Hrs on 22.12.2014
Financial bid: 11.00 hrs on 30.12.2014

Description of stores	QUANTITY (Kilo litres) (Approx.)	Rate (Rs. Per KL)	
		3(A)	3(B)
1	2	In Figures	In words
High Speed Diesel (HSD) :Bharat Stage IV	Initial requirement in bulk		
	80 KL at UIDAI Data Centre, NPC Layout, Tata Nagar entrance, Rajiv Gandhi Nagar, Kodigahalli, Hebbal, Bangalore.		
	Subsequent requirement::Approx 650 Kl at intervals on demand.		
	Initial requirement in bulk		
	80 KL at UIDAI Data Centre, Manesar, Plot No. 1, Sector M2, IMT Chowk, Near Manesar Police station, Gurgaon -122050, Haryana.		
	Subsequent requirement: Approx 1125 Kl at intervals on demand)		

Important Notes:

- The store is required on Rate Contract basis during the Contract period of one year.
- Supplies required in Tank Wagon/Tank Lorries.
- Firms may quote rate per KL separately for supply in Tank Wagon/Tank Lorry.
- ~~Tender is not transferable.~~
Price should be quoted both in words as well as in figures. Any ambiguity may result

(Please fill up the following Tables based on your location choice (either or all) of supply. UIDAI has the discretion to place full / part orders)

TABLE- 'A'(For Hebbal Data cente, Bangalore)

	Delivery FOR UIDAI's location : Bangalore	Accepted / Not accepted (Non acceptance will disqualify the bid)
1.	Base price of HSD per Kilo litre/ Ex-Depot price	
2.	Discount, if offered in % on the base price(Discount shall be mentioned both for the bulk quantity and the on demand quantity)	
3.	Taxes and duties in % as well as figures (all elements to be indicated separately)	
4	Misc. charges including Transportation, taxes on freight, Unloading and handling charges etc. to the Purchaser's Location (all elements to be indicated separately)	
5.	Final price per KL (FOR-Datacentre, UIDAI)	
6.	<p>DELIVERY PERIOD</p> <p>For the Initial Bulk quantity of 80 KL, supply shall commence within 15 days from the date of placement of purchase order / signing of the contract and be completed within 15 days from then</p> <p>For the subsequent 'on demand' quantity, delivery shall be within 5 working days from the date of indent raised by the Purchaser(by the accepted communication mode)</p>	
7.	Payment Terms	
8	Whether ready to deposit security	

	deposit within the specified period from the placement of Purchase order/signing of contract(If no, reasons)	
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Date:

(Signature of Tenderer)

Name in Block letters_____

Capacity in which tender is
signed_____

Address of the firm in full:
M/S._____

Signature of
witness name
and address:

TABLE- 'B'(For Manesar Data centre, Harvana)

	Delivery FOR UIDAI's location : Bangalore	Accepted / Not accepted (Non acceptance will disqualify the bid)
1.	Base price of HSD per Kilolitre/ Ex-Depot price	
2.	Discount, if offered in % on the base price(Discount shall be mentioned both for the bulk quantity and the on demand quantity)	
3.	Taxes and duties in % as well as figures (all elements to be indicated separately)	
4	Misc. charges including Transportation, taxes on freight, Unloading and handling charges etc. to the Purchaser's Location (all elements to be indicated separately)	
5.	Final price per KL (FOR-Datacentre, UIDAI)	
6.	<p>DELIVERY PERIOD</p> <p>For the Initial Bulk quantity of 80 KL, supply shall commence within 15 days from the date of placement of purchase order / signing of the contract and be completed within 15 days from then</p> <p>For the subsequent 'on demand' quantity, delivery shall be within 5 working days from the date of indent raised by the Purchaser(by the accepted communication mode)</p>	
7.	Payment Terms	
8	Whether ready to deposit Performance security deposit within the specified period from the placement of Purchase order/signing	

	of contract(If no, reasons)	
--	-----------------------------	--

Date:

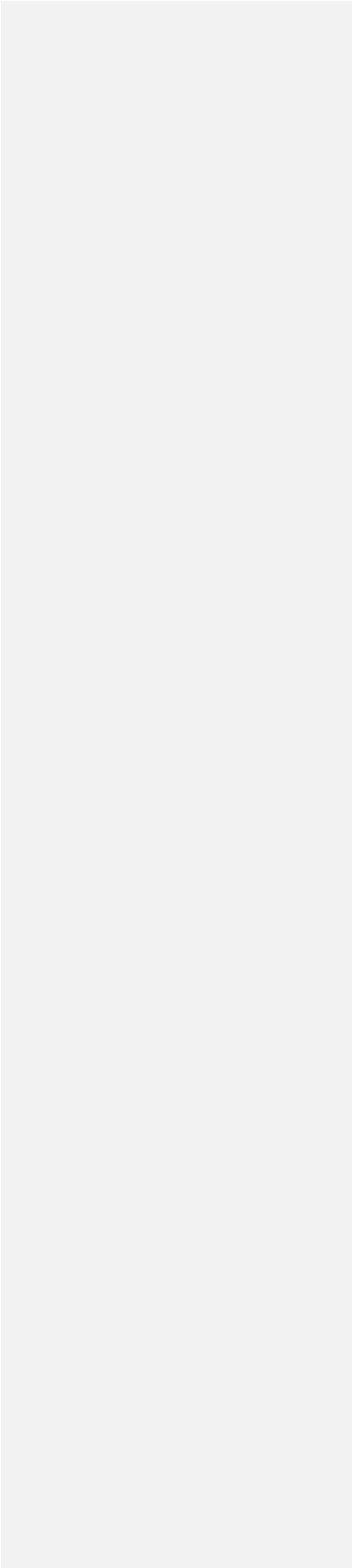
(Signature of Tenderer)

Name in Block letters _____

Capacity in which tender is signed _____

Address of the firm in full:
M/S. _____

Signature of
witness name
and address:



INSTRUCTIONS TO TENDERERS

1. General instructions:

- On behalf of The President of India, UIDAI Technology Centre, Planning commission, (hereafter referred to as the Purchaser) invites tender from established and reliable manufacturer for the supply as set forth in the “Schedule of requirements”
- All offers, should be submitted before the time and date fixed for the receipt of offers as set forth in the tender papers. Offers received after the stipulated time and date are liable to be rejected.
- All information in the offer must be in English. Information in any other language must be accompanied by its authenticated translation in English; failure to comply with this may render the offer liable to be rejected. In the event of any discrepancy between an offer in a language other than English and its English translation, the English translation will prevail.

2. Stores are required at: Hebbal Data Centre, Bangalore and Manesar Data centre, Haryana.

3. Indentor: UIDAI Technology centre, Salarpuria Touchstone, Block B, level 1, Marthahalli Sarjapur outer ring road, Bangalore- 560103.

4. Method of Purchase

To conclude Rate Contract by inviting offer through Limited Tender to Oil Marketing PSUs.

5. Time Schedule

- The basic consideration and the essence of the contract shall be the strict adherence to the time schedule for the supply of item/items offered.
- The time and the date specified in the contract (Supply order) for the delivery of the stores and equipment shall be deemed to be the essence of the contract and the delivery must be completed not later than the date so specified. The attention of the tenderers is invited to clause regarding liquidated damages and default in the Condition of Contract by which the contract shall be governed.
- In case of failure on the part of supplier to arrange supplies as per the delivery schedule/ instalments fixed in advance, save force majeure conditions or delays attributable to purchaser, the purchaser reserves the right to levy liquidated damages which shall be levied as under:
 - Liquidated Damages & not by way of penalty, a sum equivalent to 2% of the price of any stores (including elements of taxes,duties,freight etc.) which the contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each week or part of a week during which the

delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, subject to a maximum of 5% of value of the delayed supplies.

- Upper limit for recovery of liquidated damages in supply contracts will be 5%(FIVE PERCENT) of value of delayed supplies irrespective of delays, unless otherwise provided, specifically in the contract.

6. Right of Acceptance

- The purchaser reserves the right to place order for a part quantity. The purchaser reserves the right to reject any or all the tenders, without assigning any reason whatsoever, and its decision will be final.
- The purchaser may consider for acceptance the alternative specifications duly approved by the competent authority which ensure equal or higher quality than this specification mentioned in the tenders specifications. However, the decision of purchaser in this regard shall be final. In this connection, attention of tenderer is invited to the “Statement of deviations” from tender specifications (Appendix E) which should invariably be filled and submitted along with the offer and further two copies of the alternative specifications offered should be sent along with offer.
- The purchaser reserves the right to evaluate the lowest bid either in part or in full (ie.. Lowest quoting vendor for bulk requirement and lowest quoting vendor for on demand requirement could be arrived separately based on the requirement of the purchaser)

7. Price

- The prices quoted must be nett per Kilo litre and must include all charges e.g. siding & shunting, packing, forwarding and delivery charges etc.
- The tenderers should quote rates on Ex-depot charges with break-up of different tax/duties/Excise duty, VAT other levies etc. which should be indicated separately as prescribed in the respective tables A & B
- The purchaser shall, however, not be responsible for the payment of tax or duty made by the supplier under mis-apprehension of law.
- All prices and other information like documents etc., having a bearing on the price shall be written both in figures and words in the prescribed offer - form. It may however be noted that conditional discounts are liable to be ignored for comparison of offers.
- The offers shall be evaluated based on final landed price per kilo litre at the respective Data centres.

- All the prices quoted in firm's tenders may be indicated with break-up of cost elements, margin of profit etc. duly certified and authenticated by the company's Internal Auditors/Chartered Accountants.

8. Taxes and Duties:

The tenderers should quote separately the taxes and duties as applicable. Tenderers may also note the following:

- The tenderer should quote the exact percentage of VAT, Entry taxes that they will be charging extra.
- All the offers shall be evaluated as per tax regime as applicable on the date of tender opening .

9. Octroi Duty, Terminal Taxes, Entry Tax & Local taxes

- Purchaser will not pay any Octroi/Terminal Tax/Local Tax etc. and issue any exemption certificate. The bidders should quote the value taking the duties and taxes into consideration.
- The purchaser will however not be responsible for the payment of tax or duty made by the supplier under mis-apprehension /law.

10. Price Variation

- Tenderers are required to quote on Ex- depot basis. Rates quoted in the bid as on the date of tender opening date are treated as firm for the period of 90 days. Any increase in the price of HSD by a notification of Ministry of Oil, Petroleum and Natural gas will be considered for price variation. The element of increase or decrease over the base price(ie..the price as on the tender opening date, as notified by MoP&NG) will be considered as variation element and be increased or decreased to or from the price quoted by the firm in the bid
- The successful bidder after accepting the contract shall communicate the purchaser about the price variation as and when there is any variation during the contract period, in the following format within a period of 3 days by fax/e-mail/any other communication.

Base price as on XX/XX/20XX	Price rise/fall in points	Resultant price	Effective date of implementation of varied price

11. Tender Documents & Submission of Offer

- Tendering firms who have not obtained the tender documents from UIDAI Technology centre and do not submit their quotation on the prescribed tender forms, their offers are liable to be ignored. Tender document may also be downloaded from the website www.uidai.gov.in. In that case tendering firm should submit tender cost of Rs 500/- in the form of Demand draft in favour CDDO, UIDAI, Bangalore.

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- All offers shall be either type written or written neatly in indelible ink.
- Tenderers are required to answer all the questions mentioned in the attached Appendices 'A' to 'E' and should return the same and this schedule along with offer form, duly filled-in and signed.
- All tender documents attached with invitation to tender duly completed and signed are to be returned with your offer, failing which the tender is likely to be treated incomplete and ignored. Each page of the offer must be numbered consecutively, should bear the tender number and should be signed by the tenderer at the bottom. **A reference to the total number of pages confirming the offer must be made at the top right hand corner of the first page.**
- Tenderers must indicate deviation if any from the specifications in the Proforma Appendix " attached. In case there are no deviations then this should be confirmed specifically. If nothing is added it will be assumed that stores conform to tendered description & specifications in full.
- The original tender is to be enclosed in double cover. The inner cover should be sealed and the tender No., due date and time should be indicated boldly on the envelope. The inner envelope should be placed in another envelope and should be addressed to the officer/office mentioned on the invitation to tender. The tender No. along with due date and time of opening should also be written boldly on the outer envelope. The tender should reach the concerned officer by the due date/time. Only one tender should be sent in one cover.
- All offers in the prescribed tender-forms should be submitted before the time and date fixed for the receipt of offers as set forth in the tender documents. Offers received after the stipulated time & date, are liable to be rejected.
- The offers should remain open for a period of 90 days (incl. the date of opening of tenders). In absence of any mention to the contrary, the offers will be presumed to be valid for the above period. It may be noted that offers with lesser validity may get disqualified.
- In case the day of opening of tender is declared as a Gazetted Holiday, the tenders will be opened on the first working day after the scheduled day of opening of tenders.
- Printed terms and conditions of the tendering firms not appearing in the body of tender shall not be considered as forming part of the tender, unless specifically stated so in the body of the tender. It may clearly be understood that deviations from conditions of contract are neither appreciated nor generally accepted and offers with deviations are liable to be ignored.

12. PERFORMANCE SECURITY DEPOSIT

- The Performance security deposit shall be deposited by the successful firm irrespective of the registration status. The amount of Performance Security Deposit to be taken, whenever applicable, will be 10% of the total value of contract. Performance Security deposit shall be submitted in the form of a Bank Guarantee from any scheduled bank within 30 days from the date of communication to the vendor regarding the acceptance of the bid.
- Performance Security deposit should remain valid for a minimum period of 60 days beyond the date of completion of all contractual obligations of suppliers.
- After completion of all contractual obligations Performance Security Deposit will be refunded to the successful supplier within 60 days.

13. IMPORTANT INSTRUCTIONS

- Additional pages can be attached, if considered essential. A total number of enclosures should be indicated in the body of the tender and all the enclosures numbered serially.
- In case tenderer wants to furnish any other relevant information, the same can be furnished in a separate covering letter.
- Cuttings/erasing and overwriting may make offer invalid. In case the same is unavoidable, these should be initialled.
- The tender will be opened in presence of tenderers.
- Withdrawal of any slab rates after opening the tender may render the entire offer invalid and invite administrative action which may result in banning of business dealing with firms/suppliers employing such practices.
- Wherever all or most of the approved firms quote equal rates and cartel formation is suspected, UIDAI Technology Centre reserve the right to place order on one or more firms with exclusion of the rest without assigning any reasons thereof.
- The firms who quote in cartel are warned that their names are likely to be black listed.

14. SIGNING OF TENDER:

- A person signing the tender form or connected documents forming part of the contract shall be deemed to have the authority as indicated earlier. If on enquiry, it is found that the person so signing had no authority to do so, the purchaser, without prejudice to other Civil and Criminal remedies cancel the contract and hold the

signatory liable for all costs and damages.

- **Each page of the tender, offer-form and Annexures should be signed by the tenderer.**

15.Last Date of Receipt of The Tenders

- The offers complete in all respects should reach the Assistant Director General, UIDAI Technology Centre not later than 14:30 Hrs on the date specified in the schedule of requirement
- The tenders received shall be opened in the presence of such of the tenderers or their representatives, who may like to be present at 16:00 Hrs on the date specified in the ‘Schedule of Requirements’. The financial bid will be opened on 30.12.2014 at 11.00AM and the names of tenderers and the rates tendered by them will be read out.

16. Communication of Acceptance.

a) Acceptance by the purchaser will be communicated by Fax/telegram/express letter of acceptance or formal ‘acceptance of tender.’ In case where acceptance is communicated by fax/telegram or express letter, the formal acceptance of tender will be forwarded to you as soon as possible but the instructions contained in the fax/telegram or express letter should be acted upon immediately.

Other special conditions of tender (Annexure I) attached.

ANNEXURE – I

SPECIAL CONDITIONS OF TENDER

1. Direct demanding officers (DDOs) :

- The officers and / or department who are declared Direct Demanding Officers by this office from time to time are authorised to place supply-orders direct against Rate Contract and they will endorse copies of such orders to CDDO, UIDAI Bangalore. Orders from these officers should be complied with as soon as they are received

2. **INSPECTION:** (a) As per Quality Control (QC) / Quality Assurance Programme (QAP) of PSUs IOC/ HPC / BPC/ meeting relevant IS specifications of products stipulated in the schedule to tender and Test certificates to be issued by IOC / HPC / BPC.

or

- (b) Third Party Agency as decided by UIDAI Technology centre.

3. PACKING AND MARKING

- (ii) Oils will be supplied packed in New, Sound, Non-returnable, 1.25mm thickness Grade – ‘A’ Steel Drums, type 2 of 200/210 ltrs., capacity conforming to IS: 1783 (Part-I) of 1993.

- (iii) The supplies in bulk shall be in tank wagons / tank lorries.

3.1 **Marking:** Marking on the drums/cases will be as desired by the purchaser/ISI standard Trade Mark.

- (i) The description of stores will be stencilled on such containers or package where possible and marking which will indicate the following:

- (a) Date/year of manufacture.
- (b) Name of manufacturer.
- (c) Shelf life etc. as per practice.

4. Pre-inspection of stores by the supplier

In the event of contract being awarded, the suppliers should satisfy themselves that the stores are in accordance with the terms of the contract and fully conform to the required specification by carrying out a thorough pre-inspection of such consignment before actually tendering the same for delivery. The supplier shall furnish test results/certificates to the purchaser and consignee of the stores supplied to various consignees.

5. Delivery

- The officers of UIDAI Technology centre authorised to issue supply-orders from time to time may place supply-orders direct against the contract / contracts. Successful tenderer(s) shall have to offer the stores for delivery as to ensure that the same are delivered within the terminal date of delivery indicated in the supply-order/ Contract. He shall maintain the stocks at the station / station(s) indicated by him and shall make deliveries against supply-orders from such stocks as and when required.
- No liquidated damages in respect of delay in supplies within the grace period of 21 days will be leviable where purchaser has extended delivery period accordingly
- **In case of delivery by road:** In case of delivery by road,
 - Transit Risk/Insurance will be to the suppliers account.
 - Octroi duty, if any, shall be borne by the supplier alongwith inspection certificate.
- Payment shall be made on receipt of material as per specification and satisfactory condition .
 - Despatches by sea can be permitted if considered advantageous to the Railways in respect of freight/logistics.
- For despatches by road, the date of receipt of material by purchaser will be taken as date of delivery.

6. Transit Risk

- The firm shall be responsible and liable for any shortages, damages or deterioration to the consignment in transit if the same is to be carried in their own or their contractor's trucks/tanks/lorries to the destination.
- In case of rail consignments, the firm shall be responsible and liable for such shortage, damage or deterioration.

7. Transit Insurance:

The purchaser will not pay separately for transit insurance. The supplier will be responsible till the entire stores contracted for, arrive in good condition at destination & liable for any shortage, damage or deterioration.

8. Weights and Measures :

Weights/Measures as shown in the delivery/despatch documents shall be accepted by the Paying Authority as a conclusive evidence of the quantity supplied/delivered for effecting payment.

9. System & Terms of Payment :

- The firm's bills shall be accompanied with original despatch documents which after payment

will be forwarded to the respective consignees. However, a photocopy of despatch documents should be directly sent by the supplier to the respective consignees immediately after despatch of goods.

- Tenderer to give consent in a mandate form for receipt of payment through ECS/EFT.
- Tenderer to provide the details of Bank A/c in line with RBI guidelines for the same. These details will include Bank Name, Branch Name & Address, Account type, Bank A/c No. and Bank & Branch Code as appearing on MICR cheque issued by bank.
- Tenderer to attach certificate from their bank certifying the correctness of all above mentioned information (as mentioned in Para 10.3 above).
- In case of non-payment through ECS/EFT or where ECS/EFT facility is not available, payment will be released through cheque.

10. **Paying Authority** : CDDO, UIDAI Bangalore.

11 Deliveries at Consignee's Premises :

- In all cases quantities filled and despatched/delivered Ex. Main Installations(MI) / Storage Points will count for payment. Variation in volume after despatch will be the responsibility of the firm.
- Handling and decantation of the product from the tank trucks into purchaser's container's at the consignee's premises will be the Supplier's responsibility.
- **Procedure for recording shortages in case of deliveries by tank lorries:**

In case shortage is observed the product level in the compartment(s) would be brought up to the certified dip level by adding the product in that Compartment and the actual shortage arrived at by such topping up process separately for each Compartment by following procedure:

- Place Tank Truck on a level ground.
- Check-up dips of each Compartment.
- Record the shortage separately Compartment-wise, by adding product in the Compartments, where the dip level is less. The quantity required to bring the product upto the correct dip level, will be the shortage in that compartment.
- Compartment wise shortage will be recorded on all copies of the Challan and Tank Truck drivers' signature obtained on the same.

12. Arbitration:

In case of any dispute in the contract with PSU the following Arbitration clause will be applicable. In the event of any dispute or difference relating to the interpretation & application of the provisions of the contracts, such dispute or difference shall be referred by either party to the arbitration of one of

the arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India in charge of the Bureau of Public Enterprises. The arbitration and conciliation Act 1996 shall not be applicable to the arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt of India. Upon such reference the dispute shall be decided by the Law Secretary or the special Secretary/ Additional Secretary when so authorised by the Law Secretary, whose **decision shall bind the parties finally and conclusive**

13. The purchaser(s) also reserve(s) the right (i) to enter into parallel contract(s) simultaneously or at any time during the period of the rate-contract with one or more tenderer(s) as he / they may think it and (ii) to place adhoc contract or contracts simultaneously at any time during the period of this contract with one or more supplier(s) / tenderer(s) for such quantity and such item, or items and the UIDAI Technology centre whose decision shall be final, may determine.

14. The purchaser may at any time not later than the date of expiry of the contract from the date of commencement of the contract, request the contractor to agree to a reduction in the prices for the valid reasons and in default of such agreement terminate the contract at the end of one year from such commencement.

15. Force Majeure Clause :

Following standard force majeure clause is applicable to this contract. If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility acts of public enemy, civil commotions sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs or acts of God (here-in-after referred to as events), provided notice of the happening of any such eventuality is given by the either party to the other within 21 days from the date of occurrence there-of. Neither party shall by reasons of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non – performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the UIDAI Technology centre as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part or any application under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days either party may opt to terminate the contract, provide also that if the contract is terminated under this clause, the purchaser shall have liberty to take over from the contractor at a price fixed by UIDAI Technology Centre, which shall be final, all unused, undamaged and acceptable materials, bought-out components and stores in course of manufacture in the possession of the contractor at the time of such termination of such portion there-of as the purchaser may deem it fit except of such materials, bought out equipments and stores as the contractor may with the concurrence of the purchaser elect to retain.

It is also understood in addition that this force Majeure clause will cover firms inability to supply the stores on account of import restrictions or reductions in foreign exchange allocated for importation of products, crude oils and additives.

16. Fall Clause: The supplier firm should also note the following:

(i) The price charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which he sells the stores or offers to sell stores of identical description, to any persons/organisation, as the case may be during the period till performance of all supply-orders placed during the currency of the contract is completed. The lower price will be applicable to supplies made after the date of coming into force of such reduction or sale or offer to sell at a reduced rate.

(ii) If at any time, during the said period the contractor reduces the sale price, sells or offers to sell such stores to any persons /organisation at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the Purchaser and the price payable under the Contract for the stores supplied after the date of coming into force or such reduction or sale or offer of sale shall stand correspondingly reduced.

The contractor shall furnish the following certificate to the purchaser alongwith each bill(s) for payment of supplies made against the Rate-contract.

I/We certify that there has been no reduction in sale price of the Stores of description identical to the Stores supplied to the Government under the contract here-in and such stores have not been offered / sold by me / us to any person / organisation including the purchaser or any department of Central Government as the case may be upto the date of bill / the date of completion of supplies against all supply-orders placed during the currency of the contract at a price lower than the price charged to the Government under the contract.

Note : “ The contractor will also inform this office soon as supplies against all supply-orders placed against the contract are completed.

17. Bills and Payment :

Bills will be submitted by the supplier firm addressed to the Assistant Director General (Admin), UIDAI Technology Centre.

18. Inspection of Suspected Supplies at Destination If the consignee at destination on testing the product finds it below or off specification, he may book the same back to firm's nearest/nominated depot and request for a new stock. The consignee will furnish his laboratory test report in respect of each wagon rejected by him to the firm in support of such action.

19. Excess Supply against supply - orders : Supply made within 10% of the quantities stipulated in the supply orders irrespective of its value will be accepted by the Consignee and payment made by the concerned Paying Authority without any amendment to the Supply order. The plus tolerance will not be operative in cases where the indentors /consignees specifically made a mention in the supply order that excess supplies will not be acceptable.

20. Contractors are responsible for seeing that tank wagons and their own tank lorries are before filling, perfectly clean and in good order, sound and suitable for the required purpose.

21. All charges on account of handling of supplies at Data centre will be borne by the

contractor and the prices should be quoted accordingly.

The supplies are to be MADE in full TANKERS load wherever possible by the
22 most
economical routes, failing which the contractors will render themselves liable for the whole or any
part of any avoidable expenditure caused by such default.

23. In respect of supplies in TANKERS, the contractors should insist on dip-stick
measurement and should also include this information in their invoices.

ALL TANKERS / SHOULD BE DULY SEALED AND LABELLED BEFORE
DESPATCH.

24. Option Clause

The purchaser may at any time during the currency of the contract, increase/decrease the
ordered total quantity of each description of stores shown in the contract by not more than 25% of the
ordered total quantity, at the same price, terms and conditions stipulated in the contract and the
contractor shall be bound to supply the quantity so ordered according to revised delivery schedule
advised by the purchaser fixed on the basis of contractual delivery schedule

25. Labelling of Tankers :

The labelling of Tankers before delivery/ despatch shall be carried-out by the suppliers
free of all charges as below:

- Tank wagons be labelled/ marked showing
- I. Consignee name and address
 - II. Contents in terms of tons or litre
 - III. Nomenclature of the stores.

26. Conditions of Acceptance

- If on examination of any sample from any portion of supply of the materials is found to be not
fully in accordance with the required specifications, the whole consignment may be rejected.
- The stores shall be of brand new and the best quality to the satisfaction of the Inspector /
Indenter /Consignee.
- It would be obligatory on the part of the contractor to supply information concerning contracts
as may be required by UIDAI Technology Centre from time to time.

APPENDIX – ‘A’

TENDERERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL THE QUESTIONS GIVEN BELOW, TENDERERS MAY PLEASE NOTE, THAT IF THE ANSWERS SO FURNISHED ARE NOT CLEAR AND/OR ARE EVASIVE. THE TENDER WILL BE LIABLE TO BE IGNORED.

TENDER NO.	DUE FOR OPENING ON	OFFER IS OPEN FOR ACCEPTANCE TILL

1	Whether the stores offered fully conform to the technical particulars and specifications, specified by the Purchaser in the schedule to Tender.	
2	If not mention here details of deviations.	
3	Brand of Store offered	
4	Name and address of manufacturer.	
5	Station of manufacturer	
6	Please confirm that you have offered the Packing as per tender enquiry requirements. If not indicate deviations. (Also refer Appendix-‘E’)	
7	Gross weight of consignment	
8	Net Volume under each container	
9	What is your permanent Income Tax A/c	
	No?	

STATUS

10	Please indicate Name & full address of your banker.	
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BUSINESS NAME AND CONSTITUTION OF THE FIRM

11	Is the firm registered as Oil Marketing PSU	Yes/ No
12	Please mention the Contact addresses of the designated authorities to sign and operate the contracts on behalf of your company.	

13	Do you agree to sole arbitration As per conditions of contract (Please note that an omission to answer this question will be deemed as an acceptance)	
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14	Whether the price tendered by you is to the best of your knowledge and belief, not more than the price usually charged by you for stores of same nature/class or description to any private purchaser either foreign or as	
15	If not state the reasons thereof. If any, also indicate the margin of difference.	

Please confirm that you have read all the instructions carefully and have complied with accordingly.

Date:

(Signature of Tenderer)

Name in Block letters _____

Capacity in which tender is signed _____

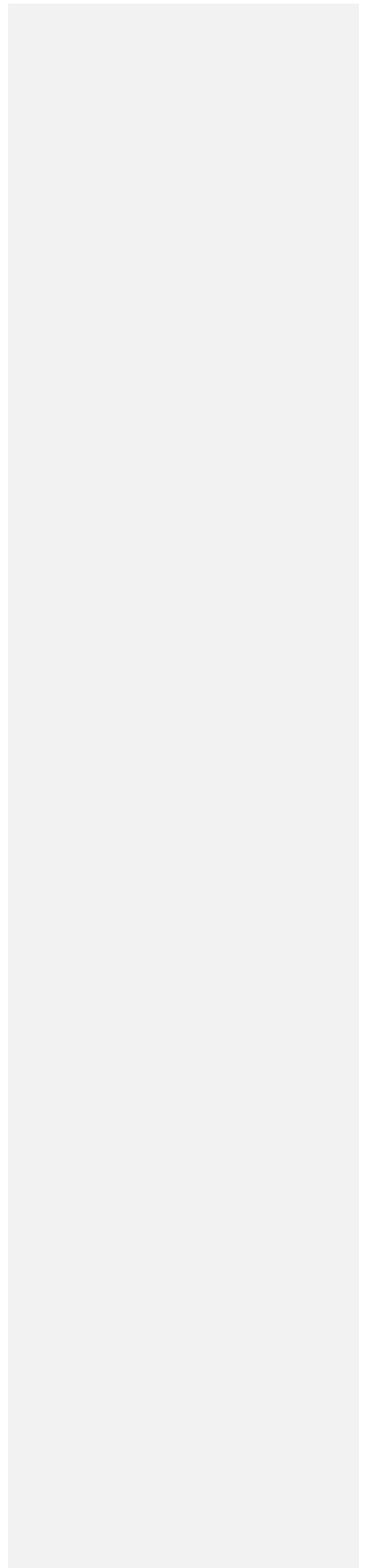
(Whether signing as Proprietor/Partner/Constituted
Attorney/duly authorized by the company)

Address of the firm in full:

M/S. _____

Signature of witness name
and address:

|



APPENDIX-'B'

STATEMENT OF DEVIATIONS FROM TENDER SPECIFICATIONS

<u>ITEM NO</u>	<u>DESCRIPTION</u>	<u>PARTICULARS OF DEVIATION</u>

APPENDIX-'C'

STATEMENT OF DEVIATIONS FROM TENDER SPECIFICATIONS

<u>ITEM NO</u>	<u>DESCRIPTION</u>	<u>PARTICULARS OF DEVIATION</u>

APPENDIX 'D'

**STATEMENT OF DEVIATIONS FROM GENERAL CONDITIONS AND
SPECIAL CONDITIONS OF THE TENDER**

S. NO.	REFERENCE TO TERMS AND CONDITIONS OF TENDER	DEVIATIONS IN THE OFFER	REMARKS

APPENDIX E

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND

Ref..... **Date.....**
Bank Guarantee No.....

To
THE PRESIDENT OF INDIA.
acting through the Assistant Director General(Admin),
UIDAI Technology Centre,Bangalore.

1. Against contract vide Advance Acceptance of the Tender No.....

dated..... covering supply of.....
(hereinafter called the said 'contract') entered into between the President of India
and.....(hereinafter called the 'Contractor') this is to certify that at the
request of the Contractor we..... Bank Ltd.,
are holding in trust in favour of the President of India, the amount of.....

(write the sum here in words) to indemnify and keep indemnified the President of
India (Govt. of India) against any loss or damage that may be caused to or suffered by the President of India (Govt. of
India) by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or the
performance thereof. We agree that the decision of the President of India (Govt. of India), whether any breach of any of
the terms and conditions of the said contract and/or in the performance thereof has been committed by the Contractor and
the amount of loss or damage that has been caused or suffered by the President of India (Govt. of India) shall be final and
binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the
President of India (Govt. of India).

2. We.....Bank Ltd., further agree that the guarantee herein contained
shall remain in full force and effect during the period that would be taken for satisfactory
performance and fulfilment in all respects of the said contract by the Contractor *i.e.*
viz...... (viz. the date up to 12 months after the date of last shipment/delivery, of
the goods ordered) hereinafter called the 'said date' and that if any claim accrues or arises against
us..... Bank Ltd., by virtue of this guarantee before the said date, the same shall be
enforceable against..... Bank Ltd.), notwithstanding the fact that the same
is enforced within six months after the said date, provided that notice of any such claim has been given to
us..... Bank/Ltd., by the President of India (Govt. of India) before the said date. Payment under
this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the president of
India (Govt. of India).

3. It is fully understood that this guarantee is effective from the date of the said contract and that
we.....Bank Ltd., undertake not to revoke this guarantee during its currency without
the consent in writing of the President of India (Govt. of India).

4. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes
raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our
liability under this present being absolute and unequivocal.

The payments so made by us under this bond shall be a valid discharge of our liability for payment thereunder

and the Contractor shall have no claim against us for making such payment.

5. We.....Bank Ltd., further agree that the President of India(Govt. of India) shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the President of India (Govt. of India), against the said Contractor and to for bear or enforce any of the terms and conditions relating to the said contracts and we.....Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance and/ or omission on the part of the President of India or any indulgence by the President of India 10 the said Contractor or by any other matter or thing what-so-ever, which under the law relating to sure lies, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the **Contractor**.

Date.....

Signature.....

Place.....

Printed Name.....

Witness.....

.....
(*Designation*)

.....
Bank's Common Seal

TENDER-NOTICE

OFFICE OF ISSUE:

**UIDAI TECHNOLOGY CENTRE
Government of India, Planning Commission**

Government of India, Planning Commission, UIDAI Technology Centre for and on behalf of the President of India, propose to purchase the following items on Rate-Contract basis against the Tender mentioned below:

Description of Material	Tender No.	Date of Closing	Date of Opening	Tender documents available from
(1)	(2)	(3)	(4)	(5)
High speed diesel(HSD) Bharat IV	No.TC-UID/Admin/CDCP/68/14-15 dt.1.12.14	22.12.2014	Technical bid on 22.12.2014 at 16:00 Hrs. Financial bid on 30.12.2014 @ 11.00AM	UIDAI Technology centre, Bangalore Or www.uidai .gov.in

- i) The stores are required on Rate-contract basis. Rate Contract to be concluded for a period of one year from the date of commencement, extendable by one year on the same terms and conditions at the purchaser's option. The approx. total annual drawl

- will be around 1600 KL for both the data centres.
- ii) Supplies required in both bulk tank wagons / tank lorries.
 - iii) As an initial requirement, the requirement is for 80 KL BSIV HSD in Manesar Data centre, Haryana and 80 KL in Hebbal Data Centre, Bangalore.

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The price per set of tender documents for sale is fixed at Rs.500/- only. The prescribed tender-documents are obtainable from UIDAI Technology Centre or tender document may also be downloaded from UIDAI website www.uidai.gov.in. In that case tendering firm should submit tender cost of Rs 500/- in the form of Demand draft in favour of CDDO, UIDAI, Bangalore.

For & on behalf of the President of India

Assistant Director General(Admin)

UIDAI Technology Centre(Bangalore)