



**GOVERNMENT OF INDIA  
PLANNING COMMISSION  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA  
REGIONAL OFFICE,  
DELHI**

**TENDER DOCUMENT**

**For providing rental Taxi services  
to the Regional Office, Delhi  
Unique Identification Authority of India  
by a reputed Taxi service provider**

Date of issue of Tender Document	:	From 10 May 2013
Last Date & time for submission of Tender Document	:	up to 1500 hours on 24 May 2013
Last date for pre -bid clarification	:	up to 1500 Hrs on 23 May 2013
<b><i>Date &amp; time for opening of Tender Document:</i></b>		
Technical bid	:	At 1500 hours on 24 May 2013
Financial Bid of eligible Tenderers	:	to be announced separately

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**TENDER NOTICE**

1. Sealed tenders are invited under **Two Bid System** i.e. (**Part-I Technical Bid and Part-II Financial Bid**) from reputed, experienced and financially sound Taxi service providers to provide rental taxis to UIDAI Regional Office, Delhi at Delhi (hereinafter referred to as RO Delhi). The contract shall commence from the date of signing of agreement. The contract will be initially for a period of one year, which may be extended further for a period of one year depending upon the requirement of RO Delhi. The quantum of requirement of vehicles may increase or decrease during the period of contract.
2. **The tender document can be downloaded from the website of UIDAI at <http://www.uidai.gov.in>. The cost of tender document i.e. Rs. 100/- payable through Demand draft/ Pay Order drawn in favour of Pay and Accounts Officer, UIDAI should be submitted to the Administration Section before the closing date or at the time of submission of tender failing which the tender shall be rejected summarily.**
3. The interested Agency may put the tender document complete in all respects along with **Earnest Money Deposit (EMD) of Rs. 25,000 (Rupees Twenty Five Thousand only)** refundable without interest, in the form of demand draft / Pay Order drawn in favour of **Pay and Accounts Officer, UIDAI up to 1500 hours on 24 May 2013** in the tender box kept at the UIDAI, Regional Office, Delhi, Room No. 26, Hotel Janpath, Janpath, New Delhi 110001. The tenders will not be accepted beyond the stipulated date and time under any circumstances what so ever.
4. **The Technical bid shall be opened on 24 May 2013 at 1500 hours** at the same address as mentioned in 3 above in the presence of the representative of firms who choose to be present. At the first stage the technical bids shall be analyzed by a technical committee constituted for the purpose. At the second stage financial bids of only technically acceptable offers shall be opened for which the date will be informed separately.
5. The RO Delhi reserves the right to cancel the tender at any time or amend / withdraw any of the terms and conditions contained in the Tender Document without assigning any reason, thereof.

## A. SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. RO Delhi requires the services of reputed, well established and financially sound taxi service provider Company/Firm/ Agency (hereinafter referred to as Agency) to provide rental commercial taxi services for its Office at Delhi.
2. The contract will be initially for a period of one year and shall commence from the date of signing of the agreement. The contract may be extended for a further period of one year depending upon the requirement of RO Delhi. RO Delhi, however, reserves right to terminate/curtail the contract at any time after giving one week's notice to the selected service providing Agency without assigning any reason.
3. The interested Agency may put the tender document **complete in all respects along with Earnest Money Deposit (EMD) of Rs. 25,000 (Rupees Twenty Five Thousand only) with Technical bid up to 1500 hours on 24 May 2013 in the Tender Box kept at the UIDAI, Regional Office, Delhi, Room No. 26, Hotel Janpath, Janpath, New Delhi 110001.**
4. The tender shall be accepted under **Two Bid System**. The interested agencies are advised to submit two separate sealed envelopes super scribing **“Technical Bid for Providing Taxi services to UIDAI Regional Office Delhi”** and **“Financial Bid for Providing Taxi Services to UIDAI Regional Office Delhi”**. Both sealed envelopes should be kept in a third bigger sealed envelope super scribing **“Tender for Providing Taxi Services to UIDAI Regional Office Delhi”**.
5. The bids shall be valid for a period of one year from the date of opening of the tenders.
6. The successful tenderer will have to deposit Performance Security Deposit of 5% of total contract value in the form of Account Payee Demand Draft/Fixed Deposit Receipt (FDR) / Bankers' Cheque or Bank Guarantee from a public sector bank or a private sector bank authorized to conduct government business. In case of Fixed Deposit Receipt (FDR), it should be made in the name of the Agency but **hypothecated to the Pay and Accounts Officer, UIDAI**, covering period of the contract. The performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations by the firms. In case, the contract is further extended beyond the initial period, the performance security will have to be accordingly renewed by the Agency.

7. The tendering Agency are required to enclose duly attested photocopies of the following documents along with the Technical Bid, **failing which their bids shall be summarily/outrightly rejected and will not be considered any further**
  - a. Registration Certificate as tour/taxi service operator.
  - b. Copy of PAN card
  - c. Copy of the IT return filed for the previous Financial Year.
  - d. Copy of the Service Tax registration certificate or in case of non- availability of service tax registration, the firm has to ensure that it shall be getting registered in accordance with Service Tax Act.
  - e. Proof of the service tax paid during previous financial year.
  - f. Copies of contracts awarded by the Central Government/State Government/PSUs/ Bank/reputed private firms during previous years in case where such contracts have been awarded.
  - g. Certified copy of banker certificate of bank account maintenance for the minimum last Financial Year from the date of tender opening date.
8. **Conditional bids shall not be considered and will be rejected outright.**
9. All entries in the tender form 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 attached. **No overwriting or cutting is permitted in the Financial Bid Form. In no case should there be any change in the format of the financial bid. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be attested by the person authorized to sign the tender bids.
10. 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 or 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.
11. 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.
12. Each page of the tender should be signed by the tenderer or by his authorized signatories with seal of the agency.
13. The Technical bid shall be opened on the scheduled date and time (**At 1500 hrs on 24 May 2013**) in the **UIDAI, Regional Office, Delhi, Room No. 26, Hotel Janpath, Janpath, New Delhi 110001**, in the presence of the representatives of the Agency, if any, who wish to be present at the time of opening the tender.

14. The Financial Bid of only those tenderers will be **opened who will qualify pre-bid technical qualification and the date of the same may be intimated separately.**
15. RO, Delhi reserves the right to cancel all bids without assigning any reason.
16. The successful tenderer will be informed of the acceptance of their tender by registered post.
17. Any query can also be had during office hours from Shri A.K. Sharma, Section Officer (Admin) over phone No. 011 - 23747147.

## **B. TECHNICAL BID QUALIFICATION CRITERIA**

The tendering Agency must fulfill the following technical specifications/ parameters in order to be eligible for technical evaluation of the bid described in detail in Section D & E:

- A. The Registered Office of the Agency should be located in Delhi. **An attested copy of the registration certificate of office in Delhi should be enclosed.**
- B. 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 or 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.
- C. The Agency which has experience in supplying taxis to reputed private companies/Public Sector Companies/Banks /Central and State Government Departments shall be preferred. In such cases, **proof of contracts relating to supplying of taxi services to Central Government/State Governments/PSUs/Bank/reputed private firms during previous years, attested copies of the supply order must be enclosed.**
- D. The Agency should have its own Bank Account. **Certified copy of the account maintenance for the minimum one year from the date of tender opening date** issued by the Bank shall be enclosed. However, firms having three years sound financial position shall be preferred. Accordingly, they should submit three years certified copy of the account maintenance from the date of Tender opening.
- E. Certified **copy of the PAN card** shall be attached with the Bid document.
- F. The Agency (not individual) should be registered with Service Tax departments. A certified copy of the registration shall be attached with the Bid document.
- G. The Agency must have its own or have on lease, sufficient number of vehicles (like Maruti Van or similar, Indica, Wagon R, Santro or similar, Swift Dzire, Indigo or similar, SX4, Honda City or similar) of model not older than three years as on tender opening date. Vehicle should be registered as Commercial vehicles on its name/ in the name of business associates in Delhi. A list of such vehicles with copy of registration Certificate should be attached with the bid. The list should also indicate the date of registration of the vehicle. List explained above should indicate these vehicles separately. RO Delhi may ask the agency to produce the original RCs at the time of examination of technical bid.
- H. A list of vehicles with colour (preferably White/ Silver) for each category with the fuel type should be also provided along with Bid.

## C. CRITERIA FOR EVALUATION OF TENDER

### 1. Technical bid evaluation :

The evaluation of Technical bid will be done by considering the parameters listed in the technical bid form. Parameters at Sl No. 1 to 13 (tabulated in Section D) are essential in order to be eligible as already stated in Section B and only that Agency who meet the requirements and provide documentary proof of the same will be considered for financial evaluation.

### 2. Financial Bid Evaluation

In order to have a single rate index for evaluating and comparing the Tenders for different categories of vehicles, RO, Delhi has assigned weightages to each category (including to the rates quoted for extra hours or extra kilometer) on the basis of the estimation of the share of the vehicles required in each category and other parameters.

Accordingly, following formula will be used to arrive at a single figure:

#### **Stage 1: Consolidated Index for one category**

Firstly, for each category, the Average Daily Rate will be arrived at by the following formula.

Avg. Daily Rate {D} = (Daily Rate for 12 Hrs & 80 Kms)\*0.90 + (Rate for each Extra Km beyond 80)\*(0.05) + (Rate for each Extra Hours beyond 12 Hrs.) \*0.05)

An Example will clarify the working of this formula:

Example : If the daily rate quoted for a category is Rs. 1000 (for 12 Hrs and 80 Kms), the per km rate for extra km is Rs.10 and per extra Hrs (beyond 12 Hrs) is quoted as Rs.40 then the average daily rate for that category will be :

$$1000 * 0.90 + 10 * 0.05 + 40 * 0.05 = 900 + .5 + 2 = 902.50$$

Similarly, Average Monthly Rate will be calculated as

Avg. Monthly Rate (M) = (Monthly Rate for 2500 Km or 25 days) \* (0.96) + (Rate per Extra day beyond 25 days) \* (0.038) + (Rate for Extra Km beyond 2500 km) \*(0.002).

An Example will clarify the working of this formula:

Example : If the Monthly rates quoted for a category is Rs. 20000, extra per day beyond 25 days Rs. 800 and extra per km beyond 2500 Km is Rs. 6 per Km then the average Monthly rate for that category will be :

$$20000 * 0.96 + 800 * 0.038 + 6 * 0.002 = 19200 + 30.40 + 0.012 = 19230.412$$

#### **2.1 Over-all Consolidated Rate Index**



At this stage, the average rates for each category and both options (monthly or daily) shall be used to compute the aggregate index for all categories and options. The formula for this one will be as below:

$$\text{Over-all Consolidated Rate Index} = [M_1*(0.10) + M_2*(0.80) + M_3*(0.10)]*(0.90) + [D_1*(0.15) + D_2*(0.40) + D_3*(0.40) + D_4*(0.05)]*(0.10)$$

Where

$M_1$  = Average Monthly Rate for Category 1

$M_2$  = Average Monthly Rate for Category 2,

$M_3$  = Average Monthly Rate for Category 3,

And

$D_1$  = Average Daily Rate for Category 1

$D_2$  = Average Daily Rate for Category 2,

$D_3$  = Average Daily Rate for Category 3,

$D_4$  = Average daily rate for Category 4

And \* is used as the symbol for multiplication.

Example is given below to clarify the working of this formula:

Suppose the Average Monthly Rates for each category (Category 1, 2 and 3) are Rs. 18,000, 20,000, 25,000 respectively and the average daily rates arrived at in stage I for three categories (1, 2 and 3) are Rs. 800, 1000, 1500 and 1800 respectively. Then the Over-all Consolidated Rate Index will be:

$$\begin{aligned} &= [18000*.10 + 20000*.80 + 25000*.10]*.90 + [800*.15 + 1000*.40 + 1500*.40 + 1800*.05]*0.1 \\ &= [1800 + 16000 + 2500]*.90 + [120 + 400 + 600 + 90]*0.1 \\ &= [20300]*.90 + [1210]*0.1 \\ &= 18270 + 121 = 18391 \end{aligned}$$

2.2 Overall consolidated Rate Index as calculated in section 2.1 above will be used for financial evaluation of tender.

2.3 The contract shall commence from the date of signing of contract. Initially the contract will be for a period of one year. If the performance/service is found satisfactory the contract may be extended for a further period of one year depending on requirement of RO, Delhi, at same rate, terms and condition. The contract so awarded can be terminated by RO, Delhi at any time without notice or conveying any reasons thereof.

## D. PROFORMA FOR TECHNICAL BID

	Criteria	To be filled by the Tenderer
1	Name of Agency	
2	Nature of the concern :  (i.e. Sole Proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organization)	
3	Full Address of Reg. Office Telephone No. FAX No. E-Mail Address	
4	Full address of Operating/ Branch Office  Telephone No.                   : FAX No.                         : E-Mail Address                 :	
5	Banker of Agency with full address  (Attach Bankers certificate of account maintenance for minimum one year from the date of tender opening date. <b>However the firm having last three years Banker's Certificate shall be preferred.</b> )  <b>Telephone Number of Banker</b>	
6	Registration No. of the Agency /firm (Attach attested copy of the Registration)	
7	PAN No (Attach attested copy of the Registration)	
8	Service Tax Registration No. <b>(Attach attested copy of the Registration or an undertaking as per clause 8 (d) of section A. In case it is not available, the tenderer should submit unqualified undertaking that it will get itself duly registered and will submit proof of such application within seven days of signing of contract, failing which the contract may be terminated by RO, Delhi at the cost of the Agency)</b>	

9	Service tax paid during previous years <b>(Attach Statement of Previous year's service tax details. Preference will be given to those firms who submit last three years service tax returns)</b>	
10	IT Return of the Agency for the last one Financial Years. <b>(Attach copy of the Agency's IT returns of last one year. Preference will be given to those firms who submit last three years IT returns from the date of Tender opening date)</b>	
11	Number of Vehicles registered with the agency. <b>(Attach list of vehicles with the RC number and date to indicate less than 3 year old vehicles. Attach list of vehicles with fuel to be used)</b>	
12	Details of major contracts handled in Previous years <b>(Attach in Annexure -A)</b>	
13	Certificate of satisfactory performance from the organization to whom the service was provided. <b>(Attach attested copies of satisfactory performance from the organizations to whom service was provided.)</b>	

Date:

Place:

Signature of authorized person

Name:

Seal :

## DECLARATION

1. I, \_\_\_\_\_ Son/Daughter/Wife of Shri \_\_\_\_\_  
Proprietor/Director/authorized signatory of the Agency mentioned above, am  
competent to sign this declaration and execute this Tender document;
2. I have carefully read and understood all the terms and conditions of the Tender and  
undertake to abide by them;
3. The information/documents furnished along with the above application are true and  
authentic to the best of my knowledge and belief. I / we, am / are well aware of the  
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.

Signature of authorized person

Date:

Full Name:

Place:

## E. PROFORMA FOR FINANCIAL BID

### SCHEDULE A: Daily Option:

Rate (all inclusive including all taxes and levies except service tax & parking charges) for Taxis as indicated below:

		A	B	C
Sl No.	Make	Rate for full day (12 hrs and 80 kilometers) (in Rupees per day)	Extra per KM Beyond 80 KM (Rs per KM)	Extra per hour Beyond 12 hrs (Rs per hr)
1.	Maruti Van or similar			
2.	Indica, Wagon R, Santro or similar			
3.	Swift Dzire, Indigo or similar			
4.	SX 4, Honda City or similar			

### SCHEDULE B: Monthly option

Rates (all inclusive including all taxes and levies except service tax & parking charges) of taxis on monthly basis:

		A	B	C
Sl No	Make	2500 kms and 25 days per month and Upto 300 hrs (In Rs per month)	Extra per KM Beyond 2500 (Rs per KM)	Extra per hour Beyond 300 hrs (Rs per hr)
1.	Maruti Van or similar			
2.	Indica, Wagon R, Santro or similar			
3.	Swift Dzire, Indigo or similar			
4.	SX 4, Honda City or similar			

Note:

1. Extra hour/day/km in monthly option (schedule B) will be compensated as follows:
  - 1.1 Extra for days exceeding 25 days use will be as follow (with duty upto 12hours):  
Rs Per day= Column A/25

1.2 The payment for extra KM beyond 2500 KM and extra hour beyond 300 hrs will be based on the average of all the quoted rates of valid tenderers against these items (Refer Schedule B of Monthly Option, Column B and Column C). This will be the basis of reimbursement, if the quoted rate of the lowest tenderer is higher than the average quoted rate. In case the quoted rate of L1 tender is lower then reimbursement will be made on the quoted rate. The same concept will be applicable for Daily option in schedule A above.

2. Compensation/recovery clause on account of variation in fuel prices:

To take care of price variation in fuel (diesel/petrol/CNG) the price compensation/recovery will be as per following formula: %  
compensation/recovery= $\frac{1}{2}*(F1/F0-1)*100$

- Where F1 is the minimum price of petrol/diesel/CNG cost during the month to which the bill will relate.
- F0 is petrol/diesel/CNG cost as on the Tender opening date
- -/+ indicates recovery and compensation respectively.
- % compensation/recovery will be on the accepted rate for various category of vehicles indicated in Schedule A & B and item 1.2 of Schedule B.
- The rate payable for extra KM (beyond 2500 KM) will be adjusted based on the %age compensation/recovery as indicated above.

**Signature of Tenderer:**\_\_\_\_\_

**(with stamps of the firm)**

Name of Authorized Signatory \_\_\_\_\_

Seal:

## F. TERMS AND CONDITIONS

### General

1. The contract will be initially for a period of one year and shall commence from the date of signing of the agreement. The contract may be extended for a further period of one year on the same rates, terms and conditions depending upon the requirement of RO, Delhi. Any further extension (beyond 2 Years) can be considered on mutually agreed terms and conditions. The RO, Delhi, however, reserves the right to terminate/curtail the contract at any time after giving one week's notice without assigning any reason.
2. Vehicles to be provided by the Contractor should be in perfectly sound working condition and suitable for use by Senior Officers. The colour of vehicle should preferably be White/ Silver.
3. Vehicles supplied should not be more than 3 years old as on date of contract. The firm should specify the numbers of such vehicles enclosing copies of their RC. The successful firm should ensure that only such vehicles are deputed in this office. Firms should also give an undertaking for providing vehicle within 15 days by purchasing new vehicles if not available in adequate number at the time of quoting the Tender.
4. The approximate requirement of vehicles will be 4 (four) with a variation of  $\pm 50\%$ . The segment wise approximate number is indicated below:

<b>Make</b>	<b>Requirement</b>
Maruti Van or similar	On need basis
Indica, Wagon R, Santro or similar	3
Swift Dzire, Indigo or similar	On need basis
SX 4, Honda City or similar	1

5. The vehicles should have 'comprehensive insurance'.
6. The vehicles will have to be fitted /provided with the following accessories/utilities.
  1. Clean seat covers, preferably white colour
  2. Quality radio music system
  3. Reading lamp
  4. Tissue paper box
  5. Car perfume
  6. Mobile charger
  7. Seat Belts (Front Rear)
  8. Umbrella during Monsoon
  9. First Aid Box

7. Firms should have sufficient numbers of drivers having experience of driving in Delhi and in the area of jurisdiction of RO, Delhi i.e. Delhi, Rajasthan and Madhya Pradesh, if required.
8. Only such Taxi Operators may apply whose Taxis have been duly authorized by the RTO concerned for use as public transport and who have telephone connections available at their Premises/Garage/Stand from where such taxis are to be operated and can be requisitioned by the RO, Delhi.
9. The firm should ensure that the drivers employed hold valid driving license, are well trained, well behaved, reasonably educated, conversant with traffic rules/regulations and city roads/routes as well as security instructions.
10. Each driver employed by the firm must have a cell-phone duly activated.
11. Each driver should wear uniform while on duty.
12. No mileage will be allowed for lunch/tea of the driver. Driver should carry his lunch.
13. A list of drivers who would be deployed on duty along with their valid driving license nos. and bio-data, has to be provided RO, Delhi at the time of contract signing. No driver should be changed unless the officer to whom the driver reports is apprised.
14. Declaration from the transporter on their letter-head stating that 'the drivers provided are of good character, vetted by police for security, have valid driving license and are aware of the roads of area under jurisdiction of RO, Delhi will be provided to RO, Delhi.
15. The firm should have an adequate number of telephones for contact round the clock and the list may be submitted to this office.
16. The firm should have provision to take bookings 24 x 7.
17. The firm should be experienced in providing fleets for events, delegations, meetings and conferences etc.
18. "Full Day" would imply a run of the Taxi upto 80 kilometers and 12 hours duration.
19. Full month would imply 2500 kms and 25 days upto 300 hours.
20. Rates once finalized will be fixed at least for a period of one year and used as base rate in case of Upward/downward change in rates in fuel prices.
21. Any complaint from the users regarding poor upkeep, maintenance, non availability of above accessories or any misbehavior of the driver would attract a cut from the bill for that day(s) on pro rata basis @ 25% in the first instance, 50% in the second instance and removal of driver and/or vehicle from the fleet on the third instance either from per day rate or on pro rata basis.
22. Any overtime arising due to breakdown of vehicle supplied by Agency shall be on his account and shall not be charged to RO, Delhi.



23. A daily record indicating time and mileage for each vehicle shall be maintained by the driver in a log book in a format as per govt. instructions and the log book shall be submitted to the officer concerned in RO, Delhi regularly for scrutiny.
24. A vehicle will be allowed for booking only in condition when the Milo meter is sealed. If during the running of the vehicle it is found that the Milo meter is unsealed then forfeiture of hiring charges and a penalty as fixed by UIDAI will be imposed.
- 25. The time and mileage shall be taken into account from the reporting time at the appointed place (both at the time of reporting and closing). There will be no dead mileage. In other words to and fro journeys from the taxi stand to the reporting place and releasing place to taxi stand will not be counted for computing the mileage or time.**
26. Vehicles under daily option will be hired as per administrative need of the Authority.
27. Once the hiring of vehicles commences from a particular agency/firm, the vehicles and drivers should not be changed unless so requested for by the RO, Delhi. The vehicle must be available at any time of days as desired by the RO, Delhi.
28. In case of breakdown of any vehicle during official duty, it shall be the responsibility of the firm to provide a substitute vehicle which is of similar make as replacement immediately.
29. The liability of RO, Delhi will be limited to the hiring charges agreed in the contract.
30. No additional terms & conditions over and above the conditions stipulated above shall be entertained by RO, Delhi.
31. Actual parking charges will be payable along with the monthly bills, only upon submission of the parking, bills.
32. The agency will be responsible for compliance of all statutory provisions related to minimum Wages, etc. in respect of the drivers deployed by it. The Tendering agency will be fully responsible for payment of wages and other dues and compliance of all labour laws, welfare schemes applicable to the drivers deployed by them in this Office.
33. While RO, Delhi has a regular requirement for hiring taxis, it shall have the right not to utilize the services at all at any time for any period without giving any notice. The office will also reserve the right to hire taxis from any other provider of such services even during the period of contract.
34. For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the Tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to RO, Delhi. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
35. In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by this Authority in that event and the Security Deposit in the form of Performance Bank Guarantee shall be encashed.

36. The Bank Guarantee can be forfeited by order of the Competent Authority of the RO, Delhi in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered RO, Delhi as sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
37. Parking charges at Government Parking place and toll charges, if any, to be borne by the contractor which will be paid by UIDAI, RO, Delhi at actual on submission of receipt duly endorsed by the officer along with the monthly bill of particular vehicle.
38. Service Tax/ VAT should clearly indicate.
39. Risk & Cost: In case of failure of the contract to perform the contract satisfactorily, the same will be cancelled and fresh contract will be concluded at the risk and cost of the default contractor in addition to forfeiture of Security Deposit.
40. The Vehicle should be used for maintenance on holidays and no other commercial use of vehicles should be allowed as these vehicles are fitted with name plate/painted with Govt. of India tag. Further Vehicle pass stickers are also affixed. Therefore unauthorized use should be prohibited.
41. Arbitration : All disputes & difference arising out or in any way touching or concerning agreement (except for which specific provision has been made therein) shall be referred to sole arbitrator to be appointed by the Director General & Mission Director, UIDAI, Headquarters, Government of India. The arbitrator so appointed shall be a Government Servant who had not dealt with matters to which this agreement relates and in course of his duties had not expressed views on all or any of the matter in disputes or differences. The Arbitral award of the sole arbitrator shall be final and binding on the parties. The venue of the arbitration shall be UIDAI Regional office Delhi.

**PENALTIES for Unsatisfactory Performance during the Contract Period:**

**Failure of Supply the Vehicle as per requirements**

- |     |   |   |                                  |
|-----|---|---|----------------------------------|
| (a) | In case of non-reporting of taxies, cost of alternative arrangement made will be recovered from the contractor and in addition a penalty of Rs. 500/- will also be imposed. |   |                                  |
| (b) | Non-reporting/Late reporting more than<br>30 minutes of vehicle   | : | Rs 200/- Per occasion            |
| (c) | Vehicle not as per the specified parameters   | : | Rs 200/- per occasion            |
| (d) | Driver's refusal to perform duty as per<br>requirement due to shortage of fuel or<br>any other reasons  | : | Rs 500/- Per occasion            |
| (e) | Penalties of Traffic Police/others  | : | To be borne by the<br>Contractor |

## **Terms of payment:**

1. No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
2. The contractor shall submit the bill at each stage/in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment.
3. All payments shall be made by ECS/cheque only.
4. RO, Delhi shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding Para.
5. The term 'payment' mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.
6. Wherever applicable all payments will be made as per schedule of payments to be decided in the agreement.
7. TDS as applicable will be recovered from the bill.

Details of major contracts with Central Government/State Governments/PSUs/ Reputed Private Firms handled by the tendering Agency for providing hiring of taxi services during the last three years in the following format (attested copies of the last three years work award may be enclosed):

S. No.	Details of client along with address, telephone, e-mail and FAX numbers	Amount of Contract (Rs. Lakh per year)	Duration of Contract	
			From	To
1.				
2.				
3.				

(If the space provided is insufficient, a separate sheet may be attached)