

**GOVERNMENT OF INDIA
NITI AAYOG**

UNIQUE IDENTIFICATION AUTHORITY OF INDIA



BID DOCUMENT

For

**Disposal (Shredding-cum-Auction sale) of
Documents**

TENDER No.03/2015/UIDAI/RO/BLR/2015-16

Dated: 16.06.2015

Regional Office: Khanija Bhavan, #49, 3rd Floor, South Wing, Race Course Road, Bengaluru – 560 001

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Date of publication of tender	16.06.2015
Last Date & Time for Submission of Tenders	08.07.2015 15:00 hours
Time & Date of Opening Bid	08.07.2015 15:30 hours

NOTICE INVITING TENDER

ON BEHALF OF PRESIDENT OF INDIA, Unique Identification Authority of India, Niti Aayog, Govt. of India, Regional Office, Bengaluru invites sealed bids from reputed and experienced agencies for shredding-cum-auction sale of documents.

The interested agencies are required to submit bid in a Sealed Cover super-scribed **“Bid for Auction sale of documents”** and should reach the office of Deputy Director General, UIDAI, Regional Office, No. 49, 3rd Floor, South Wing, Khanija Bhavan, Race Course Road, Bengaluru on or before 08.07.2015 15:00 hours. The bids will be opened on the same day at 15.30 hours at the office of Deputy Director General, UIDAI, Regional Office, No.49, 3rd Floor, South Wing, Khanija Bhavan, Race Course Road, Bengaluru – 560 001 in the presence of bidders or their representatives.

The tender document containing eligibility criteria, scope of work, terms & conditions is available for download on UIDAI website www.uidai.gov.in. The cost of tender document is free. However, the bidders shall remit ₹5,000 towards EMD in the form of DD drawn on any Nationalized Bank in favour of **“CDDO, UIDAI”** payable at Bengaluru.

At any time prior to the deadline for submission of bids, UIDAI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the terms and conditions of the bid by an Addendum. The Addendum will be communicated by fax/mail to the bidders. They will acknowledge receipt of the Addendum. The Addendum will also be available on the UIDAI’s website www.uidai.gov.in and it will be responsibility of the bidder to check the website on regular basis for updates.

Any further clarifications and/or corrigendum(s) shall be communicated through UIDAI website www.uidai.gov.in.

**Deputy Director,
UIDAI,
R.O., Bengaluru.**

TENDER FOR DISPOSAL (SHREDDING-CUM-SALE) OF DOCUMENTS

Description of the documents offered for auction:

Description of the document	LOT DESC	QUANTITY	ED/(ST/VAT)	LOCATION
Laminated Documents	Both sides Laminated Documents 25 microns, 200 GSM Art Paper of dimensions 85 x 210 MM and secured in an envelope of 100 GSM Maplitho Window Film of 25 microns. Number of documents – approx.. 31 lakh. Weight of the Lot approximately 31 Tonne Note: Cross Cut shredders to be used for shredding and shredded document should be micro-cut of size max 5 mm (width) by max 10mm (length)	31 Tonne approx..	As Applicable /5.5%	Rajajinagar Industrial Estate, Bengaluru State :Karnataka

CONDITIONS OF SALE:

GENERAL:

1. The quantities indicated are approximate and rough estimate. The bidder should lift the available quantity only.
2. The bidder shall keep the offer open for a minimum period of 90 days from the date of opening of tender. If the bidder withdraws or amends or impairs or derogates the offer during this period, the earnest money deposit (EMD) shall be forfeited.
3. UIDAI reserves the right to reject any tender without assigning any reason and not necessarily accept the highest bid. The decision taken by UIDAI shall be full and final.
4. Conditional offers are liable to be summarily rejected. UIDAI may waive any minor infirmity, non-conformity, or irregularity in a bid that does not constitute a material deviation and that does not prejudice or affect the relative ranking of any bidder.
5. The bidders are required to remit ₹5,000/- (Rupees Five Thousand Only) towards EMD in the form of DD drawn on any Nationalized Bank in favour of “**CDDO, UIDAI**” payable at **Bengaluru**.

SPECIFIC TO THE TENDER:

1. Documents are sold on **AS IS WHERE IS BASIS**. Quantities specified in the tender are only approximate subject to fluctuation. The materials are delivered on “**As is where is basis**”. Bidders are advised to inspect the documents before submitting offers. No complaints regarding material shall be entertained later. No sale shall be invalid on account of fault / error in description, quantity or quality of document and the successful bidder shall not be entitled to claim any damages or compensation whatsoever on account of same. Documents are sold on the assumption that the successful bidder has inspected the documents and knows what he is buying. Whether he has inspected or not, the principle of Caveat Emptor shall apply.
2. All documents shall be shredded at the UIDAI premises located at Rajainagar Industrial Estate in the presence of representative of UIDAI. Shredding of documents to be done by the successful bidder at their own cost. No charge shall be paid to the successful bidder for the shredding machine. The shredding machine(s) are to be arranged by successful bidder at his own cost and to be installed in the godowns / spot where shredding works are to be carried out. The space & electric supply for shredding etc. will be arranged by UIDAI. The successful bidder shall ensure that shredding of the documents shall be done to the satisfaction of UIDAI.
3. Documents shall be shredded and utilized by the vendor only for recycling and not resale in open market. The successful bidder shall furnish a guarantee on a non-judicial stamp paper of ₹100/- that the material purchased by them shall not be sold in open market but shall be used only for recycling.
4. Sales Tax, Income-tax and any other taxes leviable under statutory provisions shall be charged extra from the successful bidder. KVAT / Excise duty as per the prevailing tariff wherever applicable at the time of delivery on the sale of materials covered under this Auction shall be payable by the successful bidders directly to UIDAI at the time of taking delivery of materials. 'C' Form shall not be accepted.
5. Successful Bidders / Buyers shall have to pay Income Tax by way of TCS @1.0% on all Scrap items purchased for trading as per Section 206 C of IT Act 1961. The TCS will be calculated on the gross Sale Value i.e. Material Value plus Excise Duty (if any) & Sales Tax/VAT. The successful bidder / buyer shall furnish PAN No. while taking delivery.
6. Labour charges for shredding, transportation, loading & unloading etc. of shredding machines as well as shredded papers shall be borne by the bidder. Loading / unloading of the material shall be done by the successful bidder at their own expenses. The buyer shall make his own arrangement for loading & transport and will not be entitled to claim any facilities or assistance.

AWARD OF ASSIGNMENT:

7. The successful bidder shall have to furnish an ‘Unconditional Acceptance’ of the assignment, within three days from the issue of the letter of intent. The successful Bidder shall execute an agreement within seven days from the date of award of work failing which necessary action shall be initiated.
8. If the successful bidder does not accept the assignment within the stipulated target date such non-compliance will constitute sufficient ground for forfeiture of its EMD and processing the case for further action against the agency.

9. Sale Order will be issued to the successful bidder. The material value has to be deposited within 15 (Fifteen) calendar days from the date of Sale Order.
10. In case of delay, late payment charge @ 1% per week or part thereof will be charged up to 2 (TWO) weeks and thereafter the EMD will be forfeited without any notice.
11. The specified delivery period will be counted from the next day of the date of issue of the order. Delivery order or permission to remove the goods will be issued by UIDAI after all payments including duties, taxes and levies are made in full by the buyer. All payments are to be done in the form of DD drawn on any Nationalized Bank in favour of "CDDO, UIDAI" payable at Bengaluru. The goods are to be completely removed by the buyer from the site of accumulation within the time specified in the Delivery Order/Sale Order/Delivery-cum-Sale Order.
12. The sale value including all taxes if not paid within the above time limits, it shall be paid within such time limit as may be extended by UIDAI, together with ground rent. Such ground rent shall be charged for a minimum period of one week or multiple thereof @ 1% of the value of materials for a week or part thereof.

SCHEDULE FOR DISPOSAL:

13. Time is the essence of the contract and the successful bidder shall adhere to the time schedule and deadline as prescribed by UIDAI for execution of the work. The work shall not be stopped on any ground, whatsoever. In case, the work order is cancelled then the costs incurred will be borne by the successful bidder and under no circumstances, the successful bidder shall claim for any payment or damages from UIDAI.
14. DELIVERY TERMS: The Delivery Orders will be issued only on receipt of full payment. The successful bidder is bound to shred and remove the material within 30 working days from the date of issue of DELIVERY ORDER. This includes the time involved in shredding etc. No extension of time shall be granted under any circumstances on any grounds. Should the successful bidder fail to purchase and lift the waste paper within the period prescribed for such purchase/ lifting, UIDAI shall be entitled to recover penalty @ ½% per day of the total sale value of material for the delayed period. If the last date of delivery falls on a Closed Holiday for UIDAI, the next date of delivery will be the immediate next working day of UIDAI. Materials sold but not removed within the specified date, will become the property of UIDAI and it will have the right to dispose of such goods in any manner as they deem fit without any notice. The materials are sold on lot basis on as is where is condition and hence the materials will be issued without weighment.
15. Besides, if the work is not carried out within the stipulated time period and in accordance with the directions of UIDAI, the contract is liable to be cancelled at the risk and cost of the successful bidder for the entire outstanding quantity without any further reference to him and the material shall be disposed of by UIDAI in such manner as deemed fit including disposal through Public Auction. The difference between the price fetched on such resale and the price of original sale contract shall be recovered from the successful bidder. This would be in addition to make good any other losses sustained by UIDAI due to breach of Contract.
16. The material shall remain the property of UIDAI until all the conditions of sale are fulfilled. The mere payment of the purchase price does not constitute completion of sale. Material will become the property of the successful bidder only after the Sale has been completed in all respects.

17. UIDAI shall not in any circumstances whatsoever, be liable for any theft or misappropriation or loss by deterioration / fire /any other cause which may occur after all the formalities of the Sale are completed and the buyer shall have no liability whatsoever for the safe-custody or preservation thereof.

LABOUR:

18. The successful bidder shall comply with all Acts and / or Rules and Regulations framed by or Government of India / Competent Authorities relating to the work. UIDAI will not be answerable for the terms and conditions of employment of the staff engaged or the work undertaken by the successful bidder. The minimum wage, remuneration, working condition, holidays, leaves, employment benefits, etc. of supplied manpower should comply with applicable Labour Laws and other applicable rules of Government of Karnataka and Government of India.
19. The successful bidder shall be solely / entirely responsible for any loss, damage etc. suffered by or injury sustained by labourers, and in no circumstances shall UIDAI entertain any claim on the issue.
20. ACCIDENTS ETC. TO BUYER'S LABOURER: UIDAI will not at any point of time be responsible for any injuries caused due to accident within the factory/premises or at the place of work salvage yard and the bidder will make proper arrangement for medical attention and treatment to his labour representative. The buyer will be solely responsible for any claim arising out of the employment, injuries to labourers in the course of the employment under any statute. It is the responsibility of the buyer to provide necessary safety appliances (like hand gloves, tools, helmet, safety goggles, boots etc.) to the labourers who are engaged for handling of the goods.

FAILURE TO TAKE DELIVERY AFTER PAYMENT:

21. In the event of non-removal of sold material after expiry of time allowed in the relevant order and subsequent extension (s) thereof, if any, UIDAI shall have the right to order re-sale of the said material as also to forfeit relevant payments paid by the defaulting buyer in respect thereof. UIDAI may, however, in its discretion give the buyer further extension beyond the time stipulated for taking delivery of the materials in exceptional circumstances and/or relief against payment of further ground rent in part or in whole.

OTHER SPECIFIC CONDITIONS:

22. The successful bidder should send advance intimation to UIDAI regarding date of arrival to UIDAI for lifting the materials to enable UIDAI to make necessary arrangements for delivery of materials.
23. Should the original buyer wish to take delivery of the stores purchased by him, through a representative, he must authorize the lifter by a letter of authority. The buyers and his authorized representative/s or person/s or agent/s engaged by them would be responsible for processing, loading and transporting out only those materials, for which, delivery advice has been issued. If any other material is found being processed/loaded/transported it will be regarded as the mis-conduct/irregularities in executing the sale order.

24. No delivery of materials will be given on Sundays and closed holidays observed by UIDAI . Materials will be delivered between 10.00 hrs and 16.00 hrs on any working day. The purchaser should intimate in writing two days in advance as to when vehicle will come for taking out the materials. The material will be delivered only to the successful bidder or their authorized representatives.
25. The safe-custody of gate pass, challans, authorizing delivery or any such hard copy documents will be the sole responsibility of the buyer once the same are made over to them.
26. UIDAI reserves the right to check the materials loaded in vehicles before it actually leaves the site and no claim for detention of vehicles etc., shall be entertained by UIDAI under any circumstances on any grounds.
27. UIDAI will not be in any way responsible for failure to deliver the materials due to cause beyond their control such as strike, lockout, cessation of work by labourers, shortened hours, act of GOD or other causes of other contingencies whatsoever. The buyer shall not be entitled to cancel the contract and the period of delivery shall automatically get extended proportionately.
28. CONDUCT DURING DELIVERY: Buyers shall solely be responsible for movement and proper behavior of their deputies, agents, and labourers within UIDAI premises. If any damage is caused to the UIDAI's property, the buyer is responsible to make good such damage to the satisfaction of UIDAI , and the decision of UIDAI in this regard shall be final and binding.
29. The buyer shall be responsible for any damage that may be caused to the premises, equipments, machineries and/or any other installations while taking away or removing the lot or lots purchased by him. UIDAI fully reserves the right to recover the cost of such damages from any sum due to the buyer.
30. UIDAI reserves the right to accept/reject and cancel any bid, amend the quantity under any lot or withdraw any lot at any stage under this auction sale after acceptance of bid/issue of sale order/deposit of full sale value by the bidder, without assigning any reason thereof and the value of such material if paid for, shall be refundable. UIDAI shall not be responsible for any damages/loss whatsoever to bidders on account of such withdrawal, at any stage from the auction sale.
31. The buyer will be held responsible for such acts of irregularities/mis-conduct of his own or committed by his authorized representative or persons engaged by them for executing the sale order. Any irregularities/mis-conduct may lead to forfeiture of earnest money/security deposit, portion or whole money of material value as the case may be in addition to cancellation of sale and or stoppage of further business and/or appropriate legal action as may be deemed fit at the sole and absolute discretion of UIDAI.
32. Where the goods are sold in lots and in the event of the number or unit being found deficient in quantity, quality, size, measurement and weight, the buyer shall have no claim for refund of whole or any part of the purchasers money or for loss of profit, interest, damage or otherwise.
33. The buyer shall not be entitled to re-sell any item, lot or part of lot while the goods are still lying within the premises and any such sale or assignment of the buyer's right to the material sold in auction will not be recognized. All paper documents for releasing materials will be made out in the name of the buyer only.

34. No interest will be paid on the amount deposited by the buyer and subsequently found refundable under any of the condition mentioned herein before.

35. TERMINATION OF THE CONTRACT:

If the bidder is not able to fulfill its obligations under the contract including non-completion of the work, UIDAI reserves the right to select another bidder to accomplish the work. Any costs, damages etc. resulting out of the same shall have to be borne by the outgoing bidder. Violation of any of the terms and conditions of the tender / contract will attract forfeiture of EMD, cancellation of work order / termination of the contract, black-listing apart from taking such legal remedies as per available in law.

36. SUB-CONTRACTING:

The successful 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 third party take benefit or advantage of the present contract or any part thereof. No sub-contracting of work shall be allowed and in the event if it is known and proved to UIDAI that the work is sub-contracted, the contract shall be terminated immediately.

37. **BLACKLISTING:** If it is found that the bidder is not following the terms and conditions of payment, delivery or other conditions of the auction and also indulging in any malpractices either himself or by his agents, deputies or observer, such bidder are liable to be blacklisted and appropriate action will be taken as deemed fit by UIDAI.

38. FORCE MAJEURE:

Notwithstanding the provisions contained above, the agency shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of UIDAI either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the agency shall promptly notify UIDAI in writing of such conditions and the cause thereof. Unless otherwise directed by UIDAI in writing, the agency shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. After due consideration, UIDAI may fix the target date for completion of the work.

39. In the event of any dispute in connection with this sale, the decision of UIDAI shall be final and binding on the parties to the auction sale. Further any such dispute, doubts or differences of opinion arising at the time of payment of Delivery, bidders shall agree and abide by the decision of UIDAI.

40. ARBITRATION:

The contract is governed by Arbitration Act, 1996 and any dispute resolution will lie in the jurisdiction of UIDAI, RO Bengaluru. The successful bidder will make every effort to resolve amicably by direct informal negotiation any disagreement, dispute arising in connection with this contract any dispute which cannot be resolved shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties. The award made under this reconciliation shall be final and binding upon the parties hereto, subject to legal remedy available under law. Such differences/proceedings will be held at UIDAI, Regional Office Bengaluru. All legal disputes are subject to the jurisdiction of Civil Courts Bengaluru only.

TENDERER'S PROFILE

Passport size
photograph of the
bidder /authorized
signatory holding
power of attorney

- 1. Name of the Bidder / firm _____
- 2. Name of the person submitting the tender whose photograph is affixed Sri/Smt _____

(In case of Proprietary / partnership firms, the tender has to be signed by Proprietor / Partner only, as the case may be)

- 3. Registered Office Address _____

- 4. Address for communication _____

e-mail id: _____

- 5. Telephone No. (With STD Code) (Off) _____
(Fax) _____
(Res) _____
(Mobile) _____

- 6. Registration & Incorporation particulars of the firm :
(Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)
Proprietorship _____
Partnership _____
Private Limited _____
Public Limited _____

- 7. Name of the Proprietor/Partners/Directors _____

- 8. Permanent Account Number _____

(Attach a copy of PAN card)

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10. VAT/ TIN Registration No.

.....

11. Bidder's bank, its address and
bank account number, MICR,
IFSC Code

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Declaration by the bidder:

This is to certify that I / We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them and also declare that I / We shall comply with all the statutory requirements and legal provisions, relevant in execution of the said work. I / We hereby declare that we have quoted rates after careful study of terms and conditions of tender documents. I / We shall also accept the decision of the UIDAI, in this regard.

Encls:

1. DD No. _____ towards EMD.

2. Terms & Conditions (each page must be signed and sealed)

Note:

Over-writing/over-typing or erasing of figures is not allowed and shall render the tender invalid.

(Signature of bidder with seal)

Name :.....

Seal :

Address:

.....

.....

Phone No :

Fax No :

E-mail:

Place :

Date :