

Government of India
Planning Commission
Unique Identification Authority of India(UIDAI)

Tender Enquiry

To

M/s _____

Our Ref.	A-11016/08/CISF/2013-UIDAI	Date :	06 May 2015
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INVITATION FOR QUOTATIONS FOR ``PROVIDING LEASED FAMILY ACCOMMODATION FOR CISF PERSONNEL OF UIDAI OFFICE COMPLEX (PLOT NO 1, SECTOR M-2, IMT MANESAR, GURGAON, HARYANA)``

1. Bids under two bid system (Technical-Bid and Financial-Bid) in sealed covers are invited from the legal owners of buildings/apartments/houses/single flat, located within a municipal jurisdiction of Gurgaon, Haryana, including those who can lease out house/flat by way of forming a Consortium for hiring leased accommodation for CISF Officers/Officials on lease basis. The lease will be for a period of 03 Years.

2. Sealed Bid documents(Technical Bid and Financial Bid along with EMD) duly filled in as per the instructions contained in the detailed terms and conditions of this Tender Enquiry should be addressed to the ADG (Tech), UIDAI HQ, Tower-1, 9th Floor, Jeevan Bharti Building, Connaught Circus, New Delhi-110 001. The address and contact numbers for sending Bids or seeking clarifications regarding this Tender Enquiry are given below –

a.	Bids/queries to be addressed to	ADG (Tech) UIDAI HQ, New Delhi.
b.	Postal address for sending the Bids	Tower-1, 9 th Floor, Jeevan Bharti Building, Connaught Circus, New Delhi – 110 001
c.	Name/designation of the contact person.	Shri Sameer Gupta ADG (Tech)
d.	Telephone number of the contact person	011-23462 609
e.	e-mail Id of contact person	sameer.gupta@uidai.gov.in

3. This Tender Enquiry is divided into five Chapters as follows:

- (a) **Chapter- I** – Contains General Information and Instructions for the Bidders about the Tender Enquiry such as the time, place of submission and opening of tenders, Validity period of tenders, etc (page No. 3 – 6) .
- (b) **Chapter- II** – Conditions of Contract which will form part of the contract with successful bidder (page 7 - 11) .
- (c) **Chapter- III** – Schedule of Requirement i.e. essential details of the items/services required, (page 12 - 13).
- (d) **Chapter- IV** – Technical Bid (Page 14 - 16).
- (e) **Chapter- V** – Financial Bid. (Page 17 - 18).
- (f) **Chapter-VI** – Selection Criteria (page 19 - 21)
- (f) **Annexure-1** – Lease Agreement (page 22 - 31)

4. This Tender Enquiry is being issued with no financial commitment and the Purchaser (UIDAI) reserves the right to change or vary any part thereof at any stage. Purchaser (UIDAI) also reserves the right to withdraw the TENDER ENQUIRY without assigning any reason whatsoever, should it become necessary at any stage. The Purchaser (UIDAI) reserves the right to reject any bid without assigning any reason or not to award the contract to any bidder.

5. Each page of this tender enquiry is to be signed by the tenderer and following certificate given in the offer letter:

‘I/WE HEREBY DECLARE THAT ALL THE TERMS AND CONDITIONS GIVEN IN TENDER NO. A-11016/08/CISF/2013-UIDAI DATED 06 MAY, 2015 ARE ACCEPTED BY ME/US ON BEHALF OF MY/OUR FIRM ’

6. The cost of tender is Rs. 250/- (Rupees Two Hundred & Fifty Only) (non refundable). The payment will be accepted by Demand Draft/Pay Order in favour of **PAO, UIDAI**, payable at New Delhi (cash will not be accepted). Bid received without Tender Fee will be summarily rejected.

(Sameer Gupta)
ADG (Tech)

Chapter-1 – Instructions to Bidders

1. Last date and time for depositing the Bids: 28 May, 2015 by 1430 HRS.

The sealed quotations under two-bid system i.e. Technical-Bid and Financial-Bid each sealed in two separate covers, enclosed in a third envelop superscribing as **INVITATION FOR QUOTATIONS FOR ``PROVIDING LEASED FAMILY ACCOMMODATION FOR CISF PERSONNEL OF UIDAI OFFICE COMPLEX (PLOT NO 1, SECTOR M-2, IMT MANESAR, GURGAON, HARYANA)``** , should be deposited/reach by the due date and time. Late bids will not be accepted.

2. Manner of depositing the Bids: Sealed quotations should be either dropped in the Tender Box or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.

3. Time and date for opening of Bids : 28 May, 2015 (By 1500 HRS)

(If due to any exigency, the due date for opening of the Technical-Bid is declared a closed holiday, then it will be opened on the next working day at the same time or on any other day/time, as intimated by the Purchaser (UIDAI)).

4. Location of the Tender Box: Tower-1, 2nd Floor, Jeevan Bharti Building, Connaught Place, New Delhi-110 001. Only those quotations that are found in the tender box will be opened.

5. Place of opening of the Bids: Conference Hall, Tower-2, 3rd Floor, Jeevan Bharti Building, Connaught Place, New Delhi-110 001. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Quotation on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. **This event will not be postponed due to non-presence of your representative.**

6. Two-Bid system: In case of the Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Financial Bid will be intimated after acceptance of the Technical Bids. Financial Bids of only those firms will be opened, whose Technical Bids are found compliant/responsive after Technical evaluation is done by the Purchaser (UIDAI).

7. Forwarding of Bids – Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like PAN number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address and telephone number of their office.

8. Clarification regarding contents of the TENDER ENQUIRY: A pre bid meeting to discuss the issues/ clarifications, if any, of the Tender Enquiry will be held at 1500 hrs on 14 May, 2015, in the O/o of UIDAI HQ, Conference Hall No. 2, Tower-2, 3rd Floor, Jeevan Bharti Building, Connaught Circus, New Delhi-110 001. All queries will be uploaded to UIDAI website (www.uidai.gov.in).

9. Modification and Withdrawal of Bids: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Purchaser (UIDAI) prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. Clarification regarding contents of the Bids: During evaluation and comparison of bids, the Purchaser (UIDAI) may, at its discretion, ask the bidder for clarification of its bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summarily rejection with forfeiture of EMD. Conditional tenders will be rejected.

12. Unwillingness to quote: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this TENDER ENQUIRY.

13. Validity of Bids: The Bids should remain valid for a period of **120 days** from the last date of submission of the Bids.

14. Earnest Money Deposit:- Bidders are required to submit Earnest Money Deposit (EMD) as per the following slabs in favour of **"PAO, UIDAI, and payable at New Delhi"** along with their bids.

S.No.	Bidding Area in Sq. Mtr.	EMD Value (in ₹)
1.	0 -1000	14,000/-
2.	1001-2100	30000/-
3.	2101-3100	44,000/-
4.	3101-4205	58,000/-

The EMD may be submitted in the form of an Account Payee Demand Draft, from any of the public sector bank or a private sector bank authorized to conduct Government business. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Bank Guarantee from it as called for in the contract. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender. The EMD will also be liable to be forfeited in case the successful bidder (Lowest Bidder) does not accept the Letter of Intent/Supply Order. **Bids received without EMD will be summarily rejected.**

15. PROCEDURE FOR SUBMISSION OF TENDER

15.1 Both the bids (Technical and Financial) duly signed by Owner or his Authorized Signatory should be sealed in two separate envelopes as described below:-

Envelope 1 - containing Technical Bid in Chapter-IV, duly completed in all respects along with all relevant documents and Demand Draft for EMD in favour of `PAO, UIDAI as per amount as mentioned in Para 14, Chapter I. It should be superscribed in bold letters '**TECHNICAL BID - INVITATION FOR QUOTATIONS FOR ``PROVIDING LEASED FAMILY ACCOMMODATION FOR CISF PERSONNEL OF UIDAI OFFICE COMPLEX (PLOT NO 1, SECTOR M-2, IMT MANESAR GURGAON, HARYANA)**'

Envelope 2 - containing the Financial Bid, as prescribed in Chapter-V, showing rates, financial terms and conditions etc. and superscribed in bold letters '**FINANCIAL BID - INVITATION FOR QUOTATIONS FOR ``PROVIDING LEASED FAMILY ACCOMMODATION FOR CISF PERSONNEL OF UIDAI OFFICE COMPLEX (PLOT NO 1, SECTOR M-2, IMT MANESAR GURGAON, HARYANA)**'

15.2 The above mentioned two envelopes should be sealed in a single envelope superscribing **INVITATION FOR QUOTATIONS FOR ``PROVIDING LEASED FAMILY ACCOMMODATION FOR CISF PERSONNEL OF UIDAI OFFICE COMPLEX (PLOT NO 1, SECTOR M-2, IMT MANESAR GURGAON, HARYANA)**' and addressed to the ADG (Tech), Tower-1, 9th Floor, JeevanBharti Building, Connaught Circus, New Delhi-110 001.

15.3 Overwriting, alterations, if any, in the bids should be signed by the authorized signatory. The bids should preferably be in the typed form AND in case of words and figures, the rate quoted in the words will be taken for evaluation purpose.

15.4 Bidder should number the pages submitted in form of Technical Bid and provide an index indicating the page number of each document submitted. The index should be placed on the top of the Technical Bid.

15.5 Bids not submitted as per above proforma, instructions and relevant supporting documents will be summarily rejected and no correspondence in this regard will be entertained on whatsoever ground.

15.6 The Bidders should give rates all inclusive..

15.7 The Technical Bid should be accompanied by a copy of this Tender Document with each page duly signed by the authorized signatory of the bidders, who has signed the bid, as a token of bidders' acceptance of the terms and conditions of the Tender. Bids not accompanied by a duly signed copy of the Tender Document will not be considered.

15.8 No tender will be accepted by Fax, E-mail, Telex or any other such means, except by hand, through Post or Courier.

15.9 Tender not conforming to these requirements shall be rejected and no correspondence will be entertained in this regard whatsoever the reason may be.

15.10 Bids received after the closing date and time shall not be considered in any circumstances and no correspondence in this regard will be entertained.

16. PROCEDURE FOR OPENING OF TENDER

16.1 While opening the tenders, the envelopes containing Technical Bids and EMD shall be opened first and acceptance of the tender according to the specified terms & conditions and parameters will be ascertained by an Evaluation Committee constituted by the competent authority in the UIDAI.

16.2 The Committee appointed by the competent authority in UIDAI may visit the houses/ flats offered by the bidders to ascertain their suitability as per requirements of UIDAI. The offered space will be surveyed by the committee who qualify the pre qualification stage,

16.3 Financial Bids of only those bidders shall be opened who qualify in the Technical Bid evaluation Criteria. However, mere qualifying in the Technical Bid shall not entitle a bidder for opening of its Financial Bid. Satisfactory report of the Committee of UIDAI visiting the houses/ flats will also be taken into account in the evaluation of Technical Bid.

16.4 The date, time and place for opening of financial bids would be informed to the bidders via email or telephone, whose technical bids are found acceptable.

16.5 The bidders, if they so desire, can be present, either himself / herself or through their authorized representatives, at the time of opening of technical and financial bids.

16.6 At the time of opening of bids, all the bidders or their authorized representatives shall be asked to sign on all the sealed envelopes containing the bid. Any bidder objecting to the same shall be disqualified and his bid shall be returned on the spot.

16.7 Absence of bidders or their authorized representatives shall not impair the legality of the process.

Chapter-II – Conditions of Contract

The Bidder is required to give confirmation of their acceptance of the Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Successful bidders in the Contract) as selected by the Purchaser (UIDAI). Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signing of the Contract by both the parties (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement in connection with the execution of contract shall be settled under the provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings. UIDAI HQ, shall be the sole Arbitrator. The arbitration proceedings shall take place at New Delhi only.
4. **Penalty for use of Undue influence:** The Successful bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser (UIDAI) or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Successful bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Successful bidder or the commission of any offers by the Successful bidder or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Purchaser (UIDAI) to cancel the contract and all or any other contracts with the Successful bidder and recover from the Successful bidder the amount of any loss arising from such cancellation. A decision of the Purchaser (UIDAI) or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Successful bidder. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Successful bidder towards any officer/employee of the Purchaser (UIDAI) or to any other person in a position to influence any officer/employee of the Purchaser (UIDAI) for showing any favour in relation to this or any other contract, shall render the Successful bidder to such liability/ penalty as the Purchaser (UIDAI) may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Purchaser (UIDAI).

5. **Agents / Agency Commission** : The Successful bidder confirms and declares to the Purchaser (UIDAI) that the Successful bidder is the legal owner/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Successful bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Successful bidder agrees that if it is established at any time to the satisfaction of the Purchaser (UIDAI) that the present declaration is in any way incorrect or if at a later stage it is discovered by the Purchaser (UIDAI) that the Successful bidder has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Successful bidder will be liable to refund that amount to the Purchaser (UIDAI). The Successful bidder will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Purchaser (UIDAI) will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Successful bidder who shall in such an event be liable to refund all payments made by the Purchaser (UIDAI) in terms of the Contract along with interest at the rate of 11.5% per annum as per RBI borrowing rate. The Purchaser (UIDAI) will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts** : In case it is found to the satisfaction of the Purchaser (UIDAI) that the Successful bidder has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Successful bidder, on a specific request of the Purchaser (UIDAI), shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents** : Except with the written consent of the Purchaser (UIDAI)/ Successful bidder, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Termination of Contract:** The Purchaser (UIDAI) shall have the right to terminate this Contract in part or in full in any of the following cases :-

- (a) The delivery of the premises/services is delayed for causes not attributable to Force Majeure for more than **(02 months)** after the scheduled date of delivery.
- (b) The Successful bidder is declared bankrupt or becomes insolvent.
- (c) The delivery of premises / services is delayed due to causes of Force Majeure by more than **(03 months)** provided Force Majeure clause is included in contract.
- (d) The Purchaser (UIDAI) has noticed that the Successful bidder has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

9. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

10. **Transfer and Sub-letting :** The Successful bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the premises or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

11 **Amendments :** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

12) **Taxes and Duties :**

(a) **The bidders are required to quote the prices on 'All Inclusive' basis i.e. the quoted prices shall be inclusive of all Govt. taxes & levies applicable as applicable from time to time.**

13. **Option Clause:** - Not applicable

14. **Security Deposit/Advance Rent – No Security Deposit/Rent in the form of any advance payment or guarantee will be given to the successful bidder.**

15. **Repeat Order Clause:**– Not applicable

16. **Tolerance clause**– To take care of any change in the requirement during the period starting from issue of TENDER ENQUIRY till placement of the contract, Purchaser (UIDAI) reserves the right to **50%** plus/minus increase or decrease the quantity of the required premises upto that limit without any change in the terms & conditions and prices quoted by the Successful. While awarding the contract, the quantity ordered will be increased or decreased by the Purchaser (UIDAI) within this tolerance limit.

17. **Payment Terms** - It will be mandatory for the successful Bidder to indicate its bank account number and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible after deduction of tax at source (TDS) as applicable from time to time. The payment will be made as per the following terms, on production of the requisite documents:-

(a). Payment will be made on monthly basis on completion of each calendar month on submission of bills/invoice by the successful bidder(s).

(b) Payment will be made against the pre-receipted bills as per the lease deed to be executed between UIDAI and the owner or his / her legal representative of the property. The payment will be credited to the legal owner only.

(c) Amount of LD / Risk Expense and Penalty etc., if any, will be deducted from the billing amount.

18. RISK & EXPENSE PURCHASE CLAUSE

18.1 Should the accommodation or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the accommodation or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

18.2. Should the accommodation or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

18.3 In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other accommodation of the same or similar description to make good:-

a. Such default.

b. In the event of the contract being wholly determined the balance of the accommodation remaining to be delivered thereunder.

18.4 Any excess of the purchase price, cost of manufacturer, or value of any accommodation procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 9% of the value of the contract.”

19. Inspection Authority: Inspection will be carried out by UIDAI through its authorized nominee(s).

20 TAX LIABILITY: The responsibility for payment of all kind of existing and future taxes such as Property Tax, Municipal Tax, Water Tax, Insurance including Public liability Insurance , assessment charges etc levied by Local Government/ Central Government in connection with the property offered and in respect of maintenance of common areas shall be and continue to be borne by the Owner/ Bidder. Up to date copies of all tax receipts should be attached with the bids.

21. PERIOD OF LEASE: The lease will be for a period of 03 Years.

22. TERMS OF TERMINATION OF LEASE: The lease can be cancelled by either side by giving a notice of not less than three months.

23. OTHERS

23.1 The UIDAI reserves the right to reject all or any tender without assigning any reason thereof.

23.2 Successful bidder shall be required to execute a Lease Agreement with the UIDAI, Government of India in accordance with the provisions of the law applicable. The lease period initially will be for a period of one year which can be extended upto two years on yearly basis.

23.3 All terms and condition given in the Tender Document as well as those appearing in the different clauses are sacrosanct and shall be considered as integral part of this Tender Enquiry.

23.4 Water and Electricity Meters with complete fittings will be installed by owner, at his own cost in working condition before giving possession of the premises. Any replacement / repair required are to be attended by the owner and any expenditure in this regard, if any, will be borne by the owner. Charges towards water and electricity shall be borne by occupant on actual basis.

23.5 In the event of Technical Bid being found acceptable, the selected party will be required to furnish the original copy of the Title Deed of the property along with proof of identity of the owner/Bidder along with photograph(s), before the Financial Bids are opened. Original Documents shall be returned after decision is taken to open Financial Bids or otherwise. However, bidders are advised to attach photocopy of such document self attested along with the bid.

23.6 Conditional offers are not acceptable. Likewise, open ended quotes which are abstract shall be treated as non-responsive bids. The bidders should quote a firm price without any hidden costs or open clauses.

24. Liquidated Damage

Delay on part of the successful bidder in providing possession or failure on the part of the owner to provide services, should entail levy of Liquidated Damage of 0.5% of the cost of the delayed component per week or part thereof subject to a maximum of 10% of the cost of delayed component.

25. On notification of award of contract to successful bidder(s), the successful bidder(s) should submit its acceptance within 15 days from the date of issue of NOA. Thereafter, a lease agreement will be signed between UIDAI and selected bidder(s).

26. The bidder may provide an undertaking with the bid that in case of award of tender, all the requirements mentioned in the Chapter-3 of the Tender Enquiry (Schedule of Requirement) will be made available within 15 days before the handing over the possession of the accommodation to UIDAI. Also refer Clause No 1.1(e) Chapter-IV, Pre-Qualification Criteria.

27. Delivery Back

On termination of the lease period, the Purchaser shall duly deliver back possession of the Schedule Premises to the Successful Bidder in the condition in which it is let out subject to natural wear and tear.

Chapter III – Schedule of Requirement

1. Schedule of Requirements– Category wise specifications of the required Accommodation alongwith the Estimated Requirement are indicated herein :-

SNo.	Type of Accommodation	Estimated Requirement (in Nos.)
(a)	Type - II (01 BHK with Living Area 40-50 Sqmtr)	70
(b)	Type –III (02 BHK with Living Area 55-65 sqmtr)	05
(c)	Type -IV (03 BHK with Living Area 75-90 sqmtr)	02
(d)	Total	77 Nos.

ACCOMMODATION

- 1.1 The accommodation offered on rental basis should be unfurnished residential houses/flats.
- 1.2 The location of house/flat offered should be within the municipal jurisdiction of Gurgaon, Haryana. Condition contained in this clause shall, however, not prohibit UIDAI HQ, to accept the accommodation at farther locations, if the terms and the facilities/features are found to be attractive and meeting the requirements of the UIDAI at its sole discretion.
- 1.3 If the accommodation offered is in a multi-storey building with more than three floors, appropriate provision for functional lift should be made available, as per norms.
- 1.4 The accommodation should be preferably in a gated campus.
- 1.5 The accommodation should have provision for adequate water supply including drinking and utility facilities.
- 1.6 There should be enough arrangement for public utilities (Toilets, Bathroom, etc) fitted in the houses/ flats.
- 1.7 There should be appropriate provisions/ arrangements for Periodic maintenance (civil/ electrical wear and tear as well as whitewashing/ painting etc.) of the building/ property offered.
- 1.8 Bidder owning even a single Flat or more as per specification given in the Technical Bid, mayalso participate in the bidding.
- 1.9 A bidder offering different types/categories of accommodation may file a single bid. However, within same category or type of accommodation, if the distance between the units/clusters offered is more than 100 meters, then a separate bid needs to be filed by the bidder for each such unit/cluster.
- 1.10 The bidder has to quote 'Monthly Rent' on all inclusive basis, considering all the charges levied by residential societies or government bodies, as applicable.

2. OWNERSHIP AND NON-ENCUMBERANCE

2.1 The tender will be acceptable only from original owner of the building/ property/house/flat or consortium of such property. UIDAI will not pay any Brokerage for the offered property.

2.2 The space offered should be free from any liability, litigation, encumbrance with respect to its ownership, lease/renting and there should be no payments due. Copy of Bill/Invoice last paid in respect of rent, Water/electricity charges and Property Tax/Municipal Tax should be enclosed with the Technical Bid.

2.3 Clearances/No Objection Certificates from all relevant Central/State Government and Municipal Authorities including Fire Department for use as premises conforming to the municipality Rules/Bye-laws along with the documents in support of ownership of Building/Land and construction thereon must be submitted with the Technical Bid. Also, copies of approved plan of the accommodation offered should be submitted along with the Technical Bid.

3. CONNECTIVITY

3.1 The Property offered should be well connected by public transport at a reasonable distance and should be easily accessible.

4. POSSESSION OF ACCOMMODATION

4.1 Possession of the accommodation will be handed over to UIDAI in a phased manner and rent shall be payable from the date of possession.

4.1a UIDAI will have possession in two phases:

Phase I - It consists of one Type IV quarter, one Type III quarter. This will be within 30 days from the award of the order.

Phase II, - Balance accommodation likely to occupy from 90 days onwards.

5. The Successful Bidder should provide peaceful possession to UIDAI (Purchaser).

Chapter-IV**TECHNICAL BID**

Photograph of the owner of the property should be pasted here (As applicable)

1. Pre Qualification Criteria**1.1**

- (a) The bidder should provide the EMD for the specified sum and in the prescribed format.
- (b) Bidder has to provide prescribed Tender Fee. Public Sector Undertakings of Centre/State Government can also participate. No EMD/Tender Fee is to be submitted by them.
- (c) Bidder owning a single Flat or more as per specification given in Schedule Of Requirement, may also participate in the bidding.
- (d) Copy of PAN No.
- (e) Undertaking as per Clause 27 mentioned in Chapter-II (Conditions of Contract), if applicable.

1.2

- a) Bidders should be Sole/Joint Legal Owners of the property under the relevant statute.(Copy of the Lease Deed/evidence of legal ownership of the property)
- b) The space offered should be free from any liability, litigation, encumbrance with respect to its ownership, lease/renting.
- c) No due certificate (Copies of rent/Water/electricity Bill/Municipal Tax/Property Tax etc. last paid to be attached).

1.3 The following details to be filled in by the house owner:

(a) Details of Flats offered:

Sl. No.	Particulars	01 BHK - Type – II*	02 BHK - Type – III*	03 BHK - Type – IV*
1	Number of Units Offered			
2	Total Area (i.e. total rentable area in sq.meter)			
3	Location/Distance of offered Accommodation from Plot No-1, Sector M-2, IMT, Manesar, Haryana.			

Note * - (inclusive of Bathroom, Toilet etc.)

- 1.4 In case the building is having more than 03 floors, certify the facility of functional lift available in the building

Note : The bidder , in relation to clause 1.2, will be considered prequalified only for those properties where it meets the criteria mentioned in 1.2

2. Technical Evaluation .

All the bids which satisfy pre-qualification criteria in relation to particular type/category of property as per clause 1, will be evaluated technically for each such type/ category of accommodation so offered separately. The technical evaluation for different categories will be as per following tables:-

(a) Selection/Evaluation of Flats offered (Type-II):

S No	Item	Requirement	Maximum Points	Remarks / Basis of getting additional points	
(a)	(b)	(c)	(d)	(e)	
(i)	Suitability of space offered to UIDAI. (Based on the visit of Technical Evaluation Committee, if needed)	70 Units	100	Accommodation offered (in Nos.)	Points
				Upto 10	40
				11-20	50
				21-30	60
				31-40	70
				41-50	80
				51-60	90
				61-70	100
(ii)	Location/distance of the offered Accommodation from Plot No-1, Sector M-2, IMT, Manesar, Haryana. (The space offered should be within the municipal jurisdiction of Gurgaon).	Within 1 Km of radius	100	20 marks will be deducted for each extra KM of radius. If the location of the space offered is beyond 5 KM of radius, NIL marks will be awarded.	

(b) Selection/Evaluation of Flats offered (Type-III):

S No	Item	Requirement	Maximum Points	Remarks / Basis of getting additional points	
(a)	(b)	(c)	(d)	(e)	
(i)	Suitability of space offered to UIDAI. (Based on the visit of Technical Evaluation Committee, if needed)	05 Units	100	15 marks will be deducted for every one unit offered less than required unit	
(ii)	Location/distance of the offered Accommodation from Plot No-1, Sector M-2, IMT, Manesar, Haryana. (The space offered should be within the municipal jurisdiction of Gurgaon).	Within 1 Km of radius	100	20 marks will be deducted for each extra KM of radius. If the location of the space offered is beyond 5 KM of radius, NIL marks will be awarded.	

(c) Selection/Evaluation of Flats offered (Type-IV):

S No	Item	Requirement	Maximum Points	Remarks / Basis of getting additional points
(a)	(b)	(c)	(d)	(e)
(i)	Suitability of space offered to UIDAI. (Based on the visit of Technical Evaluation Committee, if needed)	02 Units	100	30 marks will be deducted for every one unit offered less than required unit
(ii)	Location/distance of the offered Accommodation from Plot No-1, Sector M-2, IMT, Manesar, Haryana. (The space offered should be within the municipal jurisdiction of Gurgaon).	Within 1 Km of radius	100	20 marks will be deducted for each extra KM of radius. If the location of the space offered is beyond 5 KM of radius, NIL marks will be awarded.

Chapter-V**FINANCIAL BID FORM**

Address of the house/ flat offered on lease

(a) Type II/01 BHK :

(b) Type III /02BHK :

(c) Type IV/03 BHK :

(i) For Flats

S No.	Particulars	Type II/ 01 BHK	Type III/ 02 BHK	Type IV/ 03 BHK
1.	(a) Monthly Rent Per Unit (in Rs.) for 1 st Year			
	(b) Monthly Rent Per Unit (in Rs.) for 2 nd Year *			
	(c) Monthly Rent Per Unit (in Rs.) for 3 rd Year *			
2.	Number of Units Offered			
3.	(a) Total Annual Rent (All Inclusive) for 1 st Year [i.e. SNo. 1(a) x Number of units offered x 12 months] (in Rs.)			
	(b) Total Annual Rent (All Inclusive) for 2 nd Year [i.e. SNo. 1(b) x Number of units offered x 12 months] (in Rs.)			
	(c) Total Annual Rent (All Inclusive) for 3 rd Year [i.e. SNo. 1(c) x Number of units offered x 12 months] (in Rs.)			

Note * - Annual Increase in Rent shall not exceed 10% of the previous year rent.

Notes

- (i) There should be no overwriting or alterations in the above quoted rates.
- (ii) The above rates of monthly rent at Sl. No. 1 shall be valid during the currency of entire period of lease agreement and shall not be altered by the house/ flat owner on any ground whatsoever.
- (iii) UIDAI will not be bound to pay extra on account of any increase in any tax/duties levied by Government authorities during the currency of the lease deed.
- (iv) Only one rate shall be quoted for each category in the Financial Bid (Type of Accommodation). Overwriting of prices should be avoided and in case any correction is done, the same must be countersigned.

2. **Evaluation of Financial Bid**

2.1. In each category/type of accommodation, 200 marks will given to the bidder with lowest monthly rent per unit in case of flats..

2.2 The other bidders will be awarded marks in the ratio of their financial quotes vis-à-vis lowest financial quote as stated in para 2.1

Chapter-VI – Bid Selection Criteria

1. **Bid Selection Criteria** - The broad guidelines for selection of bids will be as follows:

1.1 For each category or type of accommodation, selection/evaluation procedure will be followed as per para 1.2 to 1.10 of this chapter.

1.2 The evaluation will be based on **Combined Quality cum Cost Based System (CQCCBS)**.

1.3 The evaluation shall be done in two parts in the following manner:-

(a) **Technical Evaluation** –It shall be done as per chapter –IV. This part shall have **70% weightage**.

(b) **Financial Evaluation** – The financial bid of the qualified bidders shall be opened after the Technical Evaluation and **this portion shall be given 30% weightage**.

1.4 The Financial Bids shall be evaluated by the Purchaser for completeness and accuracy. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail.

1.5 The Net Present Value (NPV) of the prices quoted in the Financial Bid submitted by the bidder, it will be calculated based on the method and formula as described below:-

For NPV Calculation purpose, Annual Rate of Discounting (i) = 9%

- **Value 1 = Total of the Annual Rent per Unit (for flats) for 1st Year quoted by the Bidder (As per Chapter V, Sr. 3(a) for Flats).**
- **Value 2 = Total of the Annual Rent per Unit (for flats) for 2nd Year quoted by the Bidder (As per Chapter V, Sr. 3(b) for Flats).**
- **Value 3 = Total of the Annual Rent per Unit (for flats) for 3rd Year quoted by the Bidder (As per Chapter V, Sr. 3(c) for Flats).**

$$\text{NPV} = \text{Value 1} + \frac{\text{Value 2}}{(1+i)} + \frac{\text{Value 3}}{(1+i)^2}$$

1.6 The NPV, computed as above, shall be used by the Purchaser for the purpose of financial evaluation of bids.

1.7 Based on the Evaluation Criteria mentioned in the following clauses, a financial score (S_F) shall be assigned to each Bid.

1.8 Financial Bid Score (S_F) for each Bid shall be computed as follows:-

$$(S_F) = 100 \times (PL / P)$$

Where :

- P is the Total Bid Price quoted (NPV value as described above) in the Bid under consideration.
- PL is the Value of Lowest Financial Bid (NPV value as described above)

(c) The overall grading of the bidder shall be calculated as under:-

$$\text{For Technical Scores (Ts)} = \frac{0.7 \times \text{Marks obtained in Technical Evaluation}}{\text{Highest Mark obtained in Technical Evaluation}} \times 100$$

$$\text{Financial Scores (Fs)} = 0.3 \times \text{Financial Bid Score of Bidder (S}_F\text{)}$$

$$\text{Total Score} = \text{Technical Scores (Ts)} + \text{Financial Scores (Fs)}$$

Worked Example

		Case-1		Case-2
	Discounting %	9.00%		Discounting % 9.00%
	Value 1	400		Value 1 300
	Value 2	430		Value 2 320
	Value 3	460		Value 3 340
	Total quoted value	1290		960
Year 1	(Value 1)	400	Year-1 Value Quoted by the Bidder	300
Year 2	(Value 2)/((1+i)^1)	394	Year-2 Value Quoted by the Bidder	294
Year 3	(Value 3)/((1+i)^2)	387	Year-3 Value Quoted by the Bidder	286
	Total quoted (NPV = (Value 1) + (Value 2)/((1+i)^1) + (Value 3)/((1+i)^2))	1181.67		879.75
	Financial Scoring			
	Lowest NPV	880		
	Case-1 Financial Score	74	Financial Score (Lowest NPV Value/Bidders Total Quote NPV Value)	
	Case-2 Financial Score	100	Financial Score (Lowest NPV Value/Bidders Total Quote NPV Value)	
	QCBS Score			
		Case-1	Case-2	
	Technical score (stage 1 and 2)	0	0	
	Financial Score	74	100	
	Ts = 0.7*Technical + 0.3*Financial	22	30	

1.9. The Bid, that obtains the highest Total Score (Ts) Value, will be rated as the Best Evaluated Bid (H1) in each category and issued a notification of award.

1.10 The Purchaser (UIDAI) also reserves the right to do Apportionment of Quantity and award the contract to multiple bidders in a category or type of accommodation. If it is convinced that successful bidder in a particular category is not in a position to offer full quantity of space in stipulated time. UIDAI, to meet its requirement in a particular category, may award the contract for balance space/units to H2, H3, H4 and so on in that order and for this purpose call upon H2, H3, H4 and so on in that order in the relevant category to negotiate for bringing their financial quote at par with the H1 in case the financial quote of H2 is higher than H1.

ANNEXURE-1**LEASE AGREEMENT**

This Agreement is made on the ____ day of the month of _____, 2015, between, on the one hand, on the behalf of the President of India acting through Director General, Unique Identification Authority of India, Planning Commission, Government of India,

(hereinafter called the "Purchaser") and, on the other hand, M/s _____ (herein called the "Successful Bidder").

WHEREAS

- (a) The Purchaser has requested the Successful Bidder to supply certain items as defined in this Contract (hereinafter called the "Services").
- (b) The Successful Bidder, having represented to the Employer that it has the required professional skills, and resources, has agreed to supply the items on the terms and conditions set forth in this "Contract".

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this contract:-
 - (a) Conditions of Contract.
 - (b) **Schedule of Requirement**
 - (c) Price Schedule
2. The mutual rights and obligations of the Purchaser and the Successful Bidder shall be as set forth in the contract, in particular:
 - (a) the Successful Bidder shall supply the items in accordance with the provisions of the contract; and
 - (b) the Purchaser shall make payment to the Successful Bidder in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

**Signed, Sealed and Delivered from
On behalf of M/s**

Signed
Name

Designation

Date ,2015

Place New Delhi

**Signed, Sealed and Delivered
from & On behalf of President
of India**

Signed
Name

Designation ADG (Tech)

Date , 2015

Place New Delhi

in the presence of:

Name

Designation

Date

Place New Delhi

in the presence of:

Name

Designation

Date

Place New Delhi

Conditions of Contract

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signing of the Contract by both the parties (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement in connection with the execution of contract shall be settled under the provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings. UIDAI HQ, shall be the sole Arbitrator. The arbitration proceedings shall take place at New Delhi only.
4. **Penalty for use of Undue influence:** The Successful bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser (UIDAI) or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Successful bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Successful bidder or the commission of any offers by the Successful bidder or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Purchaser (UIDAI) to cancel the contract and all or any other contracts with the Successful bidder and recover from the Successful bidder the amount of any loss arising from such cancellation. A decision of the Purchaser (UIDAI) or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Successful bidder. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Successful bidder towards any officer/employee of the Purchaser (UIDAI) or to any other person in a position to influence any officer/employee of the Purchaser (UIDAI) for showing any favour in relation to this or any other contract, shall render the Successful bidder to such liability/ penalty as the Purchaser (UIDAI) may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Purchaser (UIDAI).

5. **Agents / Agency Commission** : The Successful bidder confirms and declares to the Purchaser (UIDAI) that the Successful bidder is the legal owner/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Successful bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Successful bidder agrees that if it is established at any time to the satisfaction of the Purchaser (UIDAI) that the present declaration is in any way incorrect or if at a later stage it is discovered by the Purchaser (UIDAI) that the Successful bidder has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Successful bidder will be liable to refund that amount to the Purchaser (UIDAI). The Successful bidder will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Purchaser (UIDAI) will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Successful bidder who shall in such an event be liable to refund all payments made by the Purchaser (UIDAI) in terms of the Contract along with interest at the rate of 11.5% per annum as per RBI borrowing rate. The Purchaser (UIDAI) will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts** : In case it is found to the satisfaction of the Purchaser (UIDAI) that the Successful bidder has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Successful bidder, on a specific request of the Purchaser (UIDAI), shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents** : Except with the written consent of the Purchaser (UIDAI)/ Successful bidder, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Termination of Contract**: The Purchaser (UIDAI) shall have the right to terminate this Contract in part or in full in any of the following cases :-

- (a) The delivery of the premises/services is delayed for causes not attributable to Force Majeure for more than **(02 months)** after the scheduled date of delivery.
- (b) The Successful bidder is declared bankrupt or becomes insolvent.
- (c) The delivery of premises / services is delayed due to causes of Force Majeure by more than **(03 months)** provided Force Majeure clause is included in contract.
- (d) The Purchaser (UIDAI) has noticed that the Successful bidder has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

9. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

10. **Transfer and Sub-letting :** The Successful bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the premises or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

11 **Amendments :** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

12) **Taxes and Duties :**

(a) **The bidders are required to quote the prices on 'All Inclusive' basis i.e. the quoted prices shall be inclusive of all Govt. taxes & levies applicable as applicable from time to time.**

13. **Option Clause:** - Not applicable

14. **Security Deposit/Advance Rent – No Security Deposit/Rent in the form of any advance payment or guarantee will be given to the successful bidder.**

15. **Repeat Order Clause:**– Not applicable

16. **Tolerance clause**– To take care of any change in the requirement during the period starting from issue of TENDER ENQUIRY till placement of the contract, Purchaser (UIDAI) reserves the right to **50%** plus/minus increase or decrease the quantity of the required premises upto that limit without any change in the terms & conditions and prices quoted by the Successful. While awarding the contract, the quantity ordered will be increased or decreased by the Purchaser (UIDAI) within this tolerance limit.

17. **Payment Terms** - It will be mandatory for the successful Bidder to indicate its bank account number and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible after deduction of tax at source (TDS) as applicable from time to time. The payment will be made as per the following terms, on production of the requisite documents:-

(a). Payment will be made on monthly basis on completion of each calendar month on submission of bills/invoice by the successful bidder(s).

(b) Payment will be made against the pre-receipted bills as per the lease deed to be executed between UIDAI and the owner or his / her legal representative of the property. The payment will be credited to the legal owner only.

(c) Amount of LD / Risk Expense and Penalty etc., if any, will be deducted from the billing amount.

18. RISK & EXPENSE PURCHASE CLAUSE

18.1 Should the accommodation or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the accommodation or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

18.2. Should the accommodation or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

18.3 In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other accommodation of the same or similar description to make good:-

a. Such default.

b. In the event of the contract being wholly determined the balance of the accommodation remaining to be delivered thereunder.

18.4 Any excess of the purchase price, cost of manufacturer, or value of any accommodation procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed ____% of the value of the contract.”

19. Inspection Authority:

Inspection will be carried out by UIDAI through its authorized nominee(s).

20 **TAX LIABILITY:** The responsibility for payment of all kind of existing and future taxes such as Property Tax, Municipal Tax, Water Tax, Insurance including Public liability Insurance , assessment charges etc levied by Local Government/ Central Government in connection with the property offered and in respect of maintenance of common areas shall be and continue to be borne by the Owner/ Bidder. Up to date copies of all tax receipts should be attached with the bids.

21. **PERIOD OF LEASE:** The lease will be for a period of 03 Years.

22. **TERMS OF TERMINATION OF LEASE:** The lease can be cancelled by either side by giving a notice of not less than three months.

23. OTHERS

23.1 The UIDAI reserves the right to reject all or any tender without assigning any reason thereof.

23.2 Successful bidder shall be required to execute a Lease Agreement with the UIDAI, Government of India in accordance with the provisions of the law applicable. The lease period initially will be for a period of one year which can be extended upto two years on yearly basis.

23.3 All terms and condition given in the Tender Document as well as those appearing in the different clauses are sacrosanct and shall be considered as integral part of this Tender Enquiry.

23.4 Water and Electricity Meters with complete fittings will be installed by owner, at his own cost in working condition before giving possession of the premises. Any replacement / repair required are to be attended by the owner and any expenditure in this regard, if any, will be borne by the owner. Charges towards water and electricity shall be borne by occupant on actual basis.

23.5 In the event of Technical Bid being found acceptable, the selected party will be required to furnish the original copy of the Title Deed of the property along with proof of identity of the owner/Bidder along with photograph(s), before the Financial Bids are opened. Original Documents shall be returned after decision is taken to open Financial Bids or otherwise. However, bidders are advised to attach photocopy of such document self attested along with the bid.

23.6 Conditional offers are not acceptable. Likewise, open ended quotes which are abstract shall be treated as non-responsive bids. The bidders should quote a firm price without any hidden costs or open clauses.

24. **Liquidated Damage**

Delay on part of the successful bidder in providing possession or failure on the part of the owner to provide services, should entail levy of Liquidated Damage of 0.5% of the cost of the delayed component per week or part thereof subject to a maximum of 10% of the cost of delayed component.

25. On notification of award of contract to successful bidder(s), the successful bidder(s) should submit its acceptance within 15 days from the date of issue of NOA. Thereafter, a lease agreement will be signed between UIDAI and selected bidder(s).

26. The bidder may provide an undertaking with the bid that in case of award of tender, all the requirements mentioned in the Chapter-3 of the Tender Enquiry (Schedule of Requirement) will be made available within 15 days before the handing over the possession of the accommodation to UIDAI. Also refer Clause No 1.1(e) Chapter-IV, Pre-Qualification Criteria.

27. **Delivery Back**

On termination of the lease period, the Purchaser shall duly deliver back possession of the Schedule Premises to the Successful Bidder in the condition in which it is let out subject to natural wear and tear.

Schedule of Requirement

1. Schedule of Requirements– Category wise specifications of the required Accommodation alongwith the Estimated Requirement are indicated herein :-

SNo.	Type of Accommodation	Estimated Requirement (in Nos.)
(a)	Type - II (01 BHK with Living Area 40-50 Sqmtr)	70
(b)	Type -III (02 BHK with Living Area 55-65 sqmtr)	05
(c)	Type -IV (03 BHK with Living Area 75-90 sqmtr)	02
(d)	Total	77 Nos.

ACCOMMODATION

- 1.1 The accommodation offered on rental basis should be unfurnished residential houses/flats.
- 1.2 The location of house/flat offered should be within the municipal jurisdiction of Gurgaon, Haryana. Condition contained in this clause shall, however, not prohibit UIDAI HQ, to accept the accommodation at farther locations, if the terms and the facilities/features are found to be attractive and meeting the requirements of the UIDAI at its sole discretion.
- 1.3 If the accommodation offered is in a multi-storey building with more than three floors, appropriate provision for functional lift should be made available, as per norms.
- 1.4 The accommodation should be preferably in a gated campus.
- 1.5 The accommodation should have provision for adequate water supply including drinking and utility facilities.
- 1.6 There should be enough arrangement for public utilities (Toilets, Bathroom, etc) fitted in the houses/ flats.
- 1.7 There should be appropriate provisions/ arrangements for Periodic maintenance (civil/ electrical wear and tear as well as whitewashing/ painting etc.) of the building/ property offered.
- 1.8 Bidder owning even a single Flat or more as per specification given in the Technical Bid, may also participate in the bidding.
- 1.9 A bidder offering different types/categories of accommodation may file a single bid. However, within same category or type of accommodation, if the distance between the units/clusters offered is more than 100 meters, then a separate bid needs to be filed by the bidder for each such unit/cluster.
- 1.10 The bidder has to quote 'Monthly Rent' on all inclusive basis, considering all the charges levied by residential societies or government bodies, as applicable.

2. OWNERSHIP AND NON-ENCUMBERANCE

2.1 The tender will be acceptable only from original owner of the building/ property/house/flat or consortium of such property. UIDAI will not pay any Brokerage for the offered property.

2.2 The space offered should be free from any liability, litigation, encumbrance with respect to its ownership, lease/renting and there should be no payments due. Copy of Bill/Invoice last paid in respect of rent, Water/electricity charges and Property Tax/Municipal Tax should be enclosed with the Technical Bid.

2.3 Clearances/No Objection Certificates from all relevant Central/State Government and Municipal Authorities including Fire Department for use as premises conforming to the municipality Rules/Bye-laws along with the documents in support of ownership of Building/Land and construction thereon must be submitted with the Technical Bid. Also, copies of approved plan of the accommodation offered should be submitted along with the Technical Bid.

3. CONNECTIVITY

3.1 The Property offered should be well connected by public transport at a reasonable distance and should be easily accessible.

4. POSSESSION OF ACCOMMODATION

4.1 Possession of the accommodation will be handed over to UIDAI in a phased manner and rent shall be payable from the date of possession.

4.1a UIDAI will have possession in two phases:

Phase I - It consists of one Type IV quarter, one Type III quarter. This will be within 30 days from the award of the order.

Phase II, - Balance accommodation likely to occupy from 90 days onwards.

5. The Successful Bidder should provide peaceful possession to UIDAI (Purchaser).

Price Schedule

Address of the house/ flat offered on lease

- (a) Type II/01 BHK :
- (b) Type III /02BHK :
- (c) Type III/03 BHK :

(i) For Flats

S No.	Particulars	Type II/ 01 BHK	Type III/ 02 BHK	Type IV/ 03 BHK
1.	(a) Monthly Rent Per Unit (in Rs.) for 1 st Year			
	(b) Monthly Rent Per Unit (in Rs.) for 2 nd Year *			
	(c) Monthly Rent Per Unit (in Rs.) for 3 rd Year *			
2.	Number of Units Offered			
3.	(a) Total Annual Rent (All Inclusive) for 1 st Year [i.e. SNo. 1(a) x 2 x 12 months] (in Rs.)			
	(b) Total Annual Rent (All Inclusive) for 2 nd Year [i.e. SNo. 1(b) x 2 x 12 months] (in Rs.)			
	(c) Total Annual Rent (All Inclusive) for 3 rd Year [i.e. SNo. 1(c) x 2 x 12 months] (in Rs.)			