

No: D-11018/34/2010-Adm

**GOVERNMENT OF INDIA
NITI Aayog**

**UNIQUE IDENTIFICATION AUTHORITY OF INDIA
2nd floor, Tower-1, Jeevan Bharti Building
Connaught Circus, New Delhi – 11001**

NOTICE INVITING TENDER FOR

**Supply of Packaged Drinking water
In Unique Identification Authority of India**

- (i)** Date of issue of Tender Document : 29.05.2015
- (ii)** Last Date & time for submission of Tender Document : up to 1500 hours on 22.06.2015
- (iii)** Last date for pre –bid clarification : 18.06.2015
- (iv)** Date & time for opening of Techno-Commercial bid : At 1530 hours on 22.06.2015

(NK Sharma)
Deputy Director (Admin)
Dated : 29.05.2015

CONTENTS OF TENDER DOCUMENT

S.No.	Description of contents	Page Nos.
1.	Tender Notice	1
2.	Part I - General Information	3-7
3.	Part II – Essential Details of Items/Services required	8-9
4.	Part III – General Condition of RFP	10-17
5.	Part IV – Special Conditions of RFP	18-19
6.	Part V- Evaluation Criteria & Price Bid issues	20
7.	Proforma for Techno-Commercial Bids (Annexure-“A & B”)	21-22 & 23
8.	Proforma for undertaking (Annexure-C)	24

(NK Sharma)
Deputy Director (Admin)

No: D-11018/34/2010-Adm

Unique Identification Authority of India
NITI Aayog

PART-I: GENERAL INFORMATION

Sub: Notice Inviting Tender for Supply of Packaged Drinking water in Unique Identification Authority of India

Bids in sealed cover are invited for **Supply of Packaged Drinking water in Unique Identification Authority of India** certified by Bureau of Indian Standards (IS: 14543 & IS:15410) **as per details** listed in Part II of this RFP. Please superscribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

1. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below –
 - (i) Bids/queries to be addressed to DD (Admin)
 - (ii) Postal address for sending the Bids UIDAI HQ, Tower-1, 2nd Floor, Jeevan Bharti Building, Connaught Circus, New Delhi.
 - (iii) Name/designation of the contact personnel Sh. N.K. Sharma
 - (iv) Telephone numbers of the contact personnel 011-23466842
 - (v) e-mail address of contact personnel narender.sharma@uidai.net.in
 - (vi) Fax number 011-23466894

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

Part I – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

Part II – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

Part III – Contains General Conditions of RFP, which will form part of the Contract with the successful Bidder.

Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

Part V – Contains Evaluation Criteria and Format for Price Bids.

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

(NK Sharma)
Deputy Director (Admin)
Dated 29.05.2015

No: D-11018/34/2010-Adm

**GOVERNMENT OF INDIA
NITI Aayog**

OFFICE OF THE UNIQUE IDENTIFICATION AUTHORITY OF INDIA

NOTICE INVITING TENDER

1. Sealed quotations from registered and reputed agencies/firms are invited for Supply of Packaged Drinking water certified by Bureau of Indian Standards (IS: 14543 & IS:15410) in Unique Identification Authority of India in this office building at 2nd and 9th Floor Tower I and 3rd Floor Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi 110001.
2. Sealed quotations with Techno-Commercial bid filled in the specified proforma and addressed to the Deputy Director (Admin), Office of the Unique Identification Authority of India, 2nd Floor Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi 110001 should reach latest by 3.00 PM on 22.06.2015. Bids received after the stipulated date and time will not be entertained.
3. The top of the envelope should be clearly superscribed "Tender for Supply of Packaged Drinking water in UIDAI New Delhi". The tender must be accompanied with a demand draft of Rs **15000/-** (Rs Fifteen Thousand Only) for EMD and Rs **100/-** (Rupees One hundred only) for tender fee in favour of PAO, UIDAI, New Delhi. The tenders without requisite tender fee or EMD or both will be summarily rejected.
4. Specified proforma along with all terms and conditions may be collected from Office of the Unique Identification Authority of India, 2nd Floor Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi 110001 on any working day between 11.00 am to 4.00 pm. Tender document is also available on official website <http://www.uidai.gov.in> of UIDAI.
5. The Techno-Commercial Bids shall be opened in the conference hall at Jeevan Bharati Building at 3.30 pm on 22.06.2015 by the Committee authorized by this office and in the presence of such bidders/authorized representative who may wish to be present. The Competent Authority reserves the rights to reject any or all the bids without assigning any reason.
6. **Validity of the Bids:**
The bids shall be valid for a period of **90** days from the date of opening of the tenders.

7. Opening of Tender:

The bidders are at their liberty either himself /herself or authorized representative, not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the bidders should bring with him a letter of authority from the bidder and a proof of identification.

8. Bidder shall not be permitted to withdraw his/her offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bank guarantee will be forfeited to the Government.

9. The tenders without Earnest Money and tender fee will be summarily rejected.

10 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

11. Preparation and submission of Tender:

The tender should be submitted in Techno-Commercial Bid (in form given in Annexure-'A & B'). The Techno-Commercial Bid along with tender fee and EMD (Earnest Money Deposit) should be kept in a sealed cover addressed to the undersigned. The envelope containing wax sealed should bear the address and subject of tender. In case of non-compliance, the bid will be rejected and not taken in to consideration.

11.1. **Techno-Commercial Bid:** The bid should be submitted in form given in Annexure-'A & B' along with the requisite documents and Demand Draft of Rs. **15000/-** (Rs Fifteen Thousand Only) as EMD, Tender Fee of Rs. 100/- and **undertaking** (in the form of **Annexure 'C'**).

12. **Signing of Tender:** Individual signing the tender or other documents connected with contract must specify whether he signs as:-

a) "Sole proprietor" of the Concern or constituted attorney of such sole proprietor.

b) Partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

c) Director or principal officer duly authorized by the Board or Directors of the Company, in case of Registered Company under the law of land.

N.B.

(1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn of affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

(2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.

(3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the Office of the Unique Identification Authority of India may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

(4) The bidders should sign and affix his/her firm's stamp at each page of the tender and all its **Annexure (A, B & C)** as the acceptance of the offer by the bidder will be deemed as a contract and no separate formal contract will be drawn. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS TENDER DOCUMENT.** (This sub-clause will not be applicable in cases where signing of a separate agreement is considered necessary by the Unique Identification Authority of India.

(NK Sharma)
Deputy Director (Admin)

UNIQUE IDENTIFICATION AUTHORITY OF INDIA

NITI Aayog

PART-II - Essential Details of Items/Services required

1. Schedule of Requirements –

- (i) The Bidder has to strictly ensure best service for supply of purified drinking water as per the standards declared by the Bureau of Indian Standards (vide No. IS: 14543 and IS: 15410).
- (ii) Packaged drinking water means water derived from any source of potable water which may be subjected to treatments, such as, decantation, filtration, combination of filtration, aeration, filtration with membrane filter, depth filter, cartridge filter, activated carbon filtration, demineralization, remineralization, reverse osmosis or any other method to meet the prescribed standard and packed. It may be disinfected to a level that will not lead to harmful contamination in the drinking water. It may be disinfected by means of chemical agents and/or physical methods to reduce of the number of micro-organism to a level that does not compromise food safety or suitability. It shall be filled in a sealed container of various compositions, forms and capacities that is suitable for direct consumption without further treatment. In case remineralization is a part of the treatment process, the ingredients used shall be food grade quality and confirm to the requirements of the Prevention of Food Adulteration Act, 1954 and the rules framed there under. (Clause 3.2 of IS: 14543: 2004).
- (iii) The Agency has to ensure that any upgradation in standards brought in by BIS either during the currency of the contract or before has to be met by the manufacturer.
- (iv) The Unique Identification Authority of India shall be procuring Packaged Drinking Water Jars(20 Litres each) certified by Bureau of Indian Standards (BIS-IS:14543 and IS:15410) for its office building at 2nd Floor & 9th Floor Tower-I and 3rd Floor Tower-II, Jeevan Bharati Building, Connaught Circus, New Delhi 110001.
- (v) The Annual requirement of Packaged Drinking Water Jars (20 Litres each) certified by BIS for UIDAI HQ is as under: Approx. 700 x 12=8400.

2. Scope of Work

The Supply of Packaged Drinking water Jars shall be supplied to UIDAI Head office premise as per the quality and quantity envisaged in the RFP. Floor wise quantity distribution will be issued in work order or as per the actual requirement assessed time to time.

3. Delivery Period - Delivery period for supply of items/services would be 05 working days from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

4. Consignee Details – Section Officer (Administration-1), UIDAI (HQ), New Delhi.

(NK Sharma)
Deputy Director (Admin)

UNIQUE IDENTIFICATION AUTHORITY OF INDIA
NITI Aayog

Part-III – GENERAL CONDITONS OF TENDER ENQUIRY

The Bidder is required to give confirmation of their acceptance of the Conditions of the Tender mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. successful bidder 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 and period of the Contract:** The contract shall come into effect on the date of signing 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. The contract shall initially be effective for a period of one year, extendable to further two years on year to year basis, subject to satisfactory performance of the Agency (successful bidder).

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

4. **Penalty for use of Undue influence :** The Agency (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 Agency (successful bidder) or any one employed by

him or acting on his behalf (whether with or without the knowledge of the Agency (successful bidder)) or the commission of any offers by the Agency (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 Agency (successful bidder) and recover from the Agency (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 Agency (successful bidder). Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Agency (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 Agency (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 Agency (successful bidder) shall confirm and declare to the Purchaser (UIDAI) that the Agency (successful bidder) is the original Service provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Agency (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 Agency (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 Agency (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 Agency (successful bidder) will be liable to refund that amount to the Purchaser (UIDAI). The Agency (successful bidder) will also be debarred from entering into any Contract with the Government of India for a minimum period of five years. The Purchaser (UIDAI) will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Agency (successful bidder) who shall in such an event be liable to refund all payments made by the Purchaser (UIDAI) in terms of Contract along with interest at the rate of 2% per annum above the lending rate of GoI to States/UTs (Presently 8.75%). The Purchaser (UIDAI) will also have the right to

recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts** : In case it is found to the satisfaction of the Purchaser (UIDAI) that the Agency (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 Agency (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)/ Agency (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. **Liquidated Damages** : In the event of the Agency (successful bidder)'s failure to submit the Bonds, Guarantees and Documents, supply the services and conduct trials, installation of equipment, training, etc as specified in this contract, the Purchaser (UIDAI) may, at his discretion, withhold any payment until the completion of the contract. The PURCHASER (UIDAI) may also deduct from the AGENCY (SUCCESSFUL BIDDER) as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed Services. The LD cannot exceed the amount stipulated in the contract.

9. **Termination of Contract:** - Without prejudice to what is contained hereinabove, UIDAI shall at its sole and absolute discretion, be entitled to terminate this contract forthwith by written notice without assigning any reason and without payment of any compensation, if

- a) in the opinion of UIDAI (which shall not be called in question by the Vendor and shall be binding on the Vendor) the Vendor fails or refuses to implement this agreement to UIDAI's satisfaction, and/or
- b) the Vendor commits a breach of any terms and conditions of this agreement, and/or
- c) the Vendor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or execution or other process is levied upon or receiver is appointed of any part of the assets or property of Vendor, and/or
- d) for any reason whatsoever, the Vendor becomes disentitled in law to perform his obligations under this agreement, and/or

- e) The delivery of material / services is delayed due to causes of Force Majeure by more than (5 working days) provided Force Majeure clause is included in contract
- f) There is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of UIDAI to such variation.
- g) UIDAI has noticed that the UIDAI has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc

10. **Notice:**

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

11. **Transfer and Sub-letting** : The Agency (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 a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights**: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Agency (successful bidder) shall indemnify the Purchaser (UIDAI) against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Agency (successful bidder) shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **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.

14. **Taxes and Duties – The Contract is all inclusive**

15. **Performance Guarantee:** The Agency (Successful Bidder) will be required to furnish a Performance Bank Guarantee by way of Bank Guarantee through a Public Sector Bank or a private sector bank authorised to conduct government business (ICICI Bank Ltd., Axis Bank Ltd. or HDFC Bank Ltd.) for a sum equal to 10 % of the Contract value within 30 days of signing of the contract valid for a period of 60 days beyond period of contract.

16. **Option Clause** (where applicable): UIDAI shall reserve the right to increase or decrease the services up to 50% of original contracted quantity.

17. Repeat Order Clause (where applicable) – Not Applicable

18. Tolerance Clause (where applicable) – Not Applicable

19. **Payment Terms** – Payment for providing House Keeping Services will be made on satisfactory performance upon completion of a calendar month on discovered price basis of the accepted bid price on submission of Bill/Invoice by successful bidder. It will be mandatory for the Successful Bidder to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques. The payment will be made as per the following terms, on production of the requisite documents:

- (a) Given the fact that the contractor is under legal obligation to pay due wages as the requirements of law, the successful bidder shall be expected to make payment to the staff deployed for Supply of Packaged Drinking water under Electronic Fund Transfer System. The Agency (successful bidder) shall pay for all legal charges/contributions to statutory authorities. Besides that the Agency (successful bidder) shall be obliged to satisfy empowered officer about continued labour laws compliance as and when required by empowered officer.
- (b) The payment to the service provider shall be made as per actual and not exceeding discovered price (supported by ECS statement duly verified by bank official). The supply of packaged Drinking Water Jars may vary as per need basis and would be assessed on dynamic basis. Monthly assessment and review shall be made.
- (c) The Agency (successful bidder) shall raise bill for the services provided for a calendar month within 7 working days of succeeding month of such services. Disputed

amount or amount on which clarification is required may be held up till the time matter is sorted out. However, balance amount shall be released by due date.

- (d) Bill should be submitted to the Administration Division, UIDAI HQ.
 - (e) Payment from UIDAI shall be made by electronic fund transfer to the Agency's account by NEFT or RTGS for which purpose Agency is required to submit their complete bank details.
 - (f) Penalty would be in terms of part of the payment, which would be deducted and reflected in month's payment.
 - (h) Compliance to all statutory requirements such as wages, ESI, PF, Bonus etc. of the officials on duty will be borne by Agency (successful bidder).
 - (i) Bills for payment must be submitted with following documents for further processing of the bill:
 - 1. No payment shall be made in advance to the Agency nor shall any loan from any bank or financial institution be recommended on the basis of awarded work.
 - 2. The Agency shall submit the bill in the first week of the following month in respect of previous month for sanction and passing the bill for payment.
 - 3. All payment shall be made through ECS/RTGS/ E-payment only.
 - 4. The payment to the Agency (Successful Bidder) shall be released only after verification of the contracted service through a checking mechanism enforced by Designate Inspection Committee or Authority or any person nominated by or on behalf of the UIDAI to assess the performance of the Agency (successful bidder), both in terms of quantity and quality.
 - 5. Amount of LD / Risk Expense etc., if any, will be deducted from the billing amount.
 - 6. TDS as applicable will be recovered from the bills.
20. **Advance Payments:** No advance payment(s) will be made in any case whatsoever.

21. **Paying Authority:**

(a). **PAO, UIDAI HQ, Planning Commission, 2nd Floor, Tower-1, Jeevan Bharti Building, Connaught Place, New Delhi – 110 001.**

The payment of bills will be made on submission of the following documents, whichever applicable, by the Agency (successful bidder) to the Paying Authority along with the bill:

- i. Ink-signed copy of contingent bill / Agency (successful bidder)'s bill.
- ii. Ink-signed copy of Commercial invoice / Agency (successful bidder)'s bill.
- iii. Copy of Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- iv. Performance Bank guarantee / Indemnity bond where applicable.
- v. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract).
- vi. Any other document / certificate that may be provided for in the contract.
- vii. User Acceptance, where applicable.
- viii. Photocopy of PBG.

22. **Risk & Expense clause -**

(a). Should the services/supply or any instalment thereof not be delivered with the time or time specified in the contract documents, or if defective delivery is made in respect of the services or any instalment thereof, the Purchaser (UIDAI) shall, after granting the Agency (successful bidder) 05 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, declare the contract as cancelled either wholly or to the extent of such default.

(b). Should the services/supply or any instalment thereof not performed in accordance with the specifications / parameters provided by the AGENCY (SUCCESSFUL BIDDER) during the

check proof tests to be done in the PURCHASER (UIDAI)'s premises, the PURCHASER (UIDAI) 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.

(c). Any excess of the purchase price or value of any Services/supply procured from any other Agency as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the AGENCY (SUCCESSFUL BIDDER). Such recoveries shall not exceed **10%** of the value of the contract.”

23. **Force Majeure:** Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within (**5 working days**) of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract.

24. **Inspection Authority:** The mode of Inspection will be Departmental Inspection/User Inspection/Joint Inspection/Self-certification.

25. The prospective bidder may inspect all the Office Premises before bidding.

(NK Sharma)
Deputy Director (Admin)

UNIQUE IDENTIFICATION AUTHORITY OF INDIA

NITI Aayog

PART-IV: SPECIAL CONDITIONS OF TENDER ENQUIRY

PARAMETERS AND TECHNICAL SPECIFICATION FOR EXECUTING THE WORK

- (i) The firm should be a limited registered company or partnership firm or sole proprietorship. In case of partnership firms/Sole proprietorship, **a copy of the partnership or sole proprietorship 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.
- (ii) The firm should have minimum three years of experience for supplying of packaged drinking water to the reputed firms/organizations in Delhi/NCR region. Satisfactory Service/supply Certificates from existing/past employers for the same period should be enclosed with the Techno-commercial bid.
- (iii) Preference will be given to the products recommended by Department of consumer affairs as published on its website.
- (iv) Preference would be given to those firms who have rendered such services/supplies in the Government departments and Public sector companies of similar scale.
- (iv) Income Tax return statements for the last 3 years **i.e** 2011-12, 2012-13 and 2013-14 should also be enclosed by the firm/agency with the Techno-Commercial Bid.
- (v) The firm should preferably have a registered office in NCT, Delhi supporting proof thereof should also be attached with the Techno-Commercial Bid.
- (vi) The Agency should have minimum annual turnover of Rs. 15.0 lakh each year during last three financial years i.e 2012-13, 2013-14 and 2014-15. Stipulated document proof required, duly certified by Chartered Accountant to be attached with the techno-commercial bid.
- (vii) The bidder/Agency should have a valid licence for manufacturing the packaged drinking water and should be able to provide the latest periodic surveillance inspection report of the valid licence period.

- (viii) The processed water should meet all the requirements in terms of:-
- a) Physical,
 - b) Chemical (general chemical substances, toxic substances and pesticides residues),
 - c) Microbiological and
 - d) Radioactive residues besides the requirements for packaging.
- (ix) **A**gency should be registered with Service Tax/Sales Tax Authority. Certified copy of the registration shall be attached with the Techno-Commercial Bid.
- (x) It will be the sole responsibility of the firm to supply Packaged Drinking Water Jars in the office building of UIDAI at Jeevan Bharati Building, Connaught Circus, New Delhi 110001.
- (xi) While the office of the Unique Identification Authority of India has a regular requirement of Packaged Drinking Water, it shall have the right not to utilize the services at all or at any time for any period without giving any notice. The office will also reserve the right to have above said supply from any other firms of such nature even during the period of contract. Revision of rates will not be entertained during the period of contract.
- (xii) Rates once finalized for supply of package drinking water will be fixed at least for a period of one year. Upward change in rates will not be considered in this case due to any reasons.
- (xiii) The Agency shall be solely responsible for compliance with the provisions of all central and state laws, various taxes (Income tax, sales tax, service tax, etc), labour and industrial laws, such as minimum wages, compensation, EPF, Bonus, Gratuity, etc. relating to persons deployed for providing services to UIDAI.

(NK Sharma)
Deputy Director (Admin)

No: D-11018/34/2010-Adm

UNIQUE IDENTIFICATION AUTHORITY OF INDIA

NITI Aayog

PART-5: EVALUATION CRITERIA

The criteria for tender evaluation (Techno-commercial) will be as under:-

1.1 The Techno-commercial bids will be opened by a committee authorized by the competent authority at **UIDAI**, in the presence of such bidders/Authorised representatives who may wish to be present.

1.2 The Techno-commercial Bids of only those bidders will be opened **whose** Tender fee and EMD will be found in order and accepted by this Office.

1.3 The contract may be awarded to the bidder whose “Annexure-A” and “Annexure-C” will be found in order, and quoted/offered rate in Annexure ‘B’ will be the lowest subject to fulfilment of all other conditions stipulated in the tender document.

1.4 The contract shall commence from the date of consent of the firm to the terms and conditions. Initially, **the contract will be valid for one year and further extendable up to two years on year on year basis on mutual consent subject to the performance/services are found satisfactory on review after one year.** The contract so awarded can be terminated by the Office of the Unique Identification Authority of India at any time without any notice or assigning any reasons thereof.

2. Right of Acceptance: The Office of the Unique Identification Authority of India reserves all rights to reject the tender at any stage without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the Competent Authority of the Office of the Unique Identification Authority of India in this regard shall be final and binding to all.

2.1 Any failure on the part of the contractor to observe the prescribed procedures and any attempt to canvass for the work will prejudice the contractor's quotation and liable to be rejected.

3. Communication of Acceptance: Successful bidder will be informed of the acceptance of his/her tender.

(NK Sharma)
Deputy Director (Admin)

No: D-11018/34/2010-Adm

UNIQUE IDENTIFICATION AUTHORITY OF INDIA

NITI Aayog

ANNEXURE – ‘A’

Techno-Commercial Bid

For awarding contract of **Packaged Drinking Water** for UIDAI HQ located at 2nd & 9th floor, Tower-I and 3rd floor, Tower-II, Jeevan Bharti Building, Connaught Circus, New Delhi.

1. Name of the bidder/Agency: _____

2. Nature of the concern: _____
(i.e. Sole Proprietor /
Partnership firm/ _____
Limited Company/ _____
Government Department/ _____
Public Sector Organisation)

3. Full Address of Reg. Office: _____
(Attach copy of Registered
Office in NCT, Delhi with _____
Contact particulars such _____
as Tel/Fax no, Mob,Mail,etc.) _____

4. Certificate of Bureau
Of Indian Standards
(IS: 14543 & 15410): _____
(Attach copy)

5. Original Manufacturer/
Authorised distributor _____
(Attach a copy)

6. Valid Licence/Certificate _____
(Attach a copy)

7. Latest Inspection report _____
(Attach a copy)

8. PAN No. (Attach copy): _____

9. Service/Sales Tax Registration No: _____
(Attach copy)
10. Bank Ac/s details of the Agency: _____
(Attach copy)
11. Details of EMD & Tender Fee: _____
12. Income Tax Return Statement/
Certificate (Attach copies of FY
2011-12, 2012-13& 2013-14) _____
13. Work experience of the Agency during FY 2012-13, 2013-14 & 2014-15
(attach requisite certificates):

SN	Name of the Organization	Contact No. of the organization	Financial Year	Contract Period (From Date to Date)	Annual Contract Value	(enclose copy)

14. Annual Turnover (Min 15 Lakh) during FY 2012-13, 2013-14 & 2014-15,
(Attach stipulated proof/certificate duly certified by the Chartered Accountant):

SN	Financial Year	Annual Turnover (in Rs.)
01	2012-2013	
02	2013-2014	
03	2014-2015	

Date:
Place:

Signature of authorized person
Name:
Stamp/ Seal:

No: D-11018/34/2010-Adm

UNIQUE IDENTIFICATION AUTHORITY OF INDIA

NITI Aayog

ANNEXURE-'B'

Techno-Commercial Bid

1. Name of the Agency/Firm: _____
2. Rate of Packaged Water Jars (20 Litres each) certified by BIS (IS: 14543 & IS: 15410) should be quoted including all applicable taxes/charges by the firms/Agencies clearly for details given below.

Sr No	Particulars	Brand Name	Total quantity required per annum	Rate offered per unit (in Rs)	Total amount quoted (in Rs)
			X	Y	X*Y
1	Packaged Water Jars		8400		

Date:
Place:

**(Signature of Bidder
with stamps of the firm)**

No: D-11018/34/2010-Adm

UNIQUE IDENTIFICATION AUTHORITY OF INDIA

NITI Aayog

ANNEXURE-‘C’

UNDERTAKING

1. I/ We undertake that I/ we have carefully studied all the terms and conditions and understood the parameters of the proposed work of the office of Unique Identification Authority of India and shall abide by them.

2. I/ We also undertake that I/ We have understood "Parameters and Technical Specifications for conducting the Work" mentioned in the Tender No. D-11018/34/2010-Adm dated 29.05.2015 and shall conduct the work strictly as per these "Parameters and Technical Specifications for conducting the work"

3. I/ We hereby certify that none of my relative(s) are employed in UIDAI office.

4. I/ We further undertake that the information given in this tender are true and correct in all respect and we hold the responsibility for the same.

Date:
Place:

**(Signature of Bidder
with stamps of the firm)**