

**UNIQUE IDENTIFICATION AUTHORITY OF
INDIA**
(Planning Commission, Govt. of India)



BID DOCUMENT

**TENDER DOCUMENT FOR HIRING OF VEHICLES FOR
RO, CHANDIGARH**

NIT/4/ 2012

TO BE SUBMITTED BY: - 22.3.2012

Price Rs. 200.00

21.2.2012

**UNIQUE IDENTIFICATION AUTHORITY OF INDIA
REGIONAL OFFICE, 3-4TH FLOOR, SCO-139-141, SECTOR-17C,
CHANDIGARH
(Planning Commission, Govt. of India)**

NOTICE INVITING TENDER

On behalf of Deputy Director General, **UIDAI, RO, Chandigarh** sealed tenders(2 bid system, technical and commercial) are invited for hiring of vehicles. The detail of which is as under:-

- i. The bidder should be either recognized as Tourist Transport Operator or registered under Companies Act or under Shops & Establishment Act or Firm or Proprietorship firm or Partnership firm
- ii. The bidder should have minimum one year experience of satisfactory performance in providing similar services to any Govt. Deptt/PSU or reputed Pvt. Ltd. Co./firm in any of the last three years.
- iii. The bidder should have minimum three number of commercial vehicles registered as Taxis with permit of RTOs in the name of Prop/Company/Partnership/firm/Director.

Requirement

The present requirement is for Three Tata Indica Car (Diesel) or equivalent and one Honda City (Petrol) or equivalent. The vehicle to be provided under this Tender should not be older than three years.

Intending eligible bidders may obtain Bid Document from **ADG (Admin.), UIDAI, RO, SCO-139-141, Sector-17C, Chandigarh** on payment of Rs 200/- (Rs. Two hundred Only) (non refundable) on all working days up to 15.00 hrs of 22.3.2012. The payment will be accepted in the form of Cross Demand Draft drawn on any Scheduled Bank in favour of "Accounts Officer, UIDAI, RO, Chandigarh". Bidders shall have to deposit **Rs.20,000/- (Rupees Twenty Thousand only)** as a EMD in the form of Demand Draft/Bankers Cheque along with the bid. (Technical & Financial bid)

For further details, please refer to Tender Document available on our website www.uidai.gov.in.

The last date of receipt of tenders is 22.3.2012 by 3:00pm.

Address of Submission of Tender:

**The Assistant Director General,
Regional Office, SCO-139-141,
3rd & 4th Floor, Sector 17-C,
Chandigarh-160017
Tel: 0172-2771213, 2771215
Website: www.uidai.gov.in**

Abridged NIT

UNIQUE IDENTIFICATION AUTHORITY OF INDIA
PLANNING COMMISSION,
GOVT. OF INDIA, 3- 4th Floor
SCO 139-141, SECTOR 17-C, CHANDIGARH-160017

Detailed Notice Inviting Tender

Tender for Hiring of Vehicles

No. NIT/4/ 2012

dated at Chandigarh the 21.02.2012

Sealed tenders on behalf of UIDAI are invited by UIDAI, RO, Chandigarh for the following works:

1. Name of work:-**Hiring of 3 Nos. of Tata Indica Cars and 1 No. of SX4/ Honda City or equivalent Car for 2000 Kms. Per month.**

S.No.	Tender Enquiry No.	Estimated cost of work (Rs.)[per annum]	Cost of Bid Document (Non refundable) in Rs. Including Sales Tax	Bid Security (Rs.)
1	No. NIT/4/ 2012	9,50,000/-	200.00	20,000/-

Period of Contract:- One year from the date of agreement (with option of extension for further one year)

2. Purchase of Tender document:- Tender document can be purchased by paying cost of bid document in cash to Accounts Officer, UIDAI, RO, Chandigarh.. Tender document can also be downloaded from the website www.uidai.gov.in

(Bid Document and subsequent clarifications on bid terms if any can be down loaded from UIDAI web site www.uidai.gov.in If Bid Form is downloaded from Web-site, it must be accompanied by DD for Rs. 200.00 as cost of documents and the same should be kept with the TECHNICAL BID in addition to Bank Guarantee on Bid security amount Rs. 20,000/-)

3. Bid Security valid for 180 days is to be deposited in the form of Demand draft/ bankers cheque issued by a Scheduled Bank.

SECTION-I
UNIQUE IDENTIFICATION AUTHORITY OF INDIA
(Planning Commission, Govt. of India)

NOTICE INVITING TENDER

On behalf of Deputy Director General, **UIDAI, RO, Chandigarh** sealed tenders(2 bid system, technical and commercial) are invited for hiring of vehicles. The detail is as under:-

- i. The bidder should be either recognized as Tourist Transport Operator or registered under Companies Act or under Shops & Establishment Act or Firm or Proprietorship firm or Partnership firm
- ii. The bidder should have minimum one year experience of satisfactory performance in providing similar services to any Govt. Deptt/PSU or reputed Pvt. Ltd. Co./firm in any of the last three years.
- iii. The bidder should have minimum three number of commercial vehicles registered as Taxis with permit of RTOs in the name of Prop / Company/ Partnership/firm/Director.

Other Conditions

- a) The vehicle to be provided under this Tender should not be older than three years.
- b) The vehicle must run on fuel as mentioned under Section-V of Schedule of requirement and Hire Charges of the Tender.

Intending eligible bidders may obtain Bid Document from **UIDAI, RO, Chandigarh** on payment of Rs 200/- (Rs. Two hundred Only) (non refundable) on all working days up to 15.00 hrs of 22.3.2012. The payment will be accepted in the form of Cross Demand Draft drawn on any Scheduled Bank in favour of "Accounts Officer, UIDAI, RO, Chandigarh". Bidders shall have to deposit **Rs. 20,000/- (Rupees Twenty Thousand only)** as EMD in the form of Demand Draft/Bankers Cheque along with the bid.

Schedule to the invitation of Tender

1. Designation and address of the authority Inviting tender : ADG(A), O/o UIDAI, RO, SCO 139-141
3-4th Floor, Sector 17C, Chandigarh
2. Tender No. : No. NIT/4/ 2012
3. Time and last date of issue of Bid Document : 15.00 Hrs. of 12.3.2012.
4. Time and Date of Depositing tender/bid 15.00 Hrs. of 22.3.2012.
5. Time and date of Opening of Tender (**Technical Bid**).....15.30 Hrs. of 22.3.2012.
6. Minimum Validity of Tender offer 150 days from the date of opening.
7. Type and number of vehicles required 3 Tata Indica Cars (Diesel) or equivalent & 1 SX4/ Honda City (Petrol) or equivalent
Approx. quantity 4 numbers(No. can vary)
8. Duration of contract One Year with an option of extension for One more Year.
9. Total Number of pages of tender document

(Bid Document and subsequent clarifications on bid terms if any can be down loaded from UIDAI web site www.uidai.gov.in If Bid Form is downloaded from Web-site, it must be accompanied by DD for Rs. 200.00 as cost of documents and the same should be kept with the TECHNICAL BID in addition to Bank Guarantee on Bid security amount Rs. 20,000/-)

SECTION-II

SCOPE OF WORK

The Bidder is required to provide commercial vehicles fully conforming to RTA/RTO regulation along with fuel, driver etc and carryout periodical maintenance and execute the work through their Supervisor.

Monthly KM Hire Slab and daily rate basis:

As per monthly requirement the vehicles will be requisitioned. The Monthly KM hire slab on which cars are required and the estimated number of such **hiring per Month** are tentatively indicated below.

Monthly Hire slab	Quantity of Tata Indica cars (Diesel) or equivalent vehicle	Quantity of SX4/ Honda City (Petrol) or equivalent vehicle
2000 KMs / month	3	1

The Tables shown above is only indicative and for regular work. The actual deployment may vary from time to time depending on work schedule, company's policy, intensity of maintenance and interruption duties and developmental activities etc. **The additional requirement for a short period to meet the 'Peak Operational requirement' if any on day to day basis is also to be met with at the same rate quoted for regular work on pro-rata basis.**

SECTION-III

SERVICE PROVIDER'S OBLIGATIONS

1. **Service to be provided** is supply on demand vehicles with licensed drivers, registered as commercial vehicles on hiring basis for running within the jurisdiction of **Punjab, Haryana, Himachal Pradesh, J&K and Chandigarh (UT)**. **However the vehicle may also go to New Delhi**. The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality Service.
2. **Registration** of vehicle should be current, valid and genuine. Similarly, the insurance of the vehicle should be valid, current & as per applicable norms.
3. **Vehicle** shall have pollution control certificate at all time during the contract period.
4. **The contractor** shall produce all the important documents in original when asked to do so. These documents include Registration papers, Insurance policies, Driving Licenses and road permit at least for Chandigarh, Punjab, Himachal Pradesh and Haryana.
5. **The contractor** shall comply with all relevant rules and regulations of Motor Vehicle Act applicable at present and may be enforced from time to time.
6. **Quantity of Vehicles** to be hired are shown in the Scope of Work. However UIDAI shall place the order only as per the actual requirement from time to time from the **empanelled** transporters as per Clause 7 of Section IV of tender document.
7. Full Month would imply 2000kms and 25 days upto 300 hrs.
8. **Notice period for supply of vehicles** shall be one day in advance for Regular requirements. One hour in advance for additional requirement during office hours. Telephonic intimation shall be considered as notice.
9. **Reporting Place for vehicles** is within the jurisdiction of **Chandigarh (UT), Mohali and Panchkula**. Actual place of reporting shall be specified by users of vehicles.
10. **Counting of Distance** will be from the starting **point** of the user and closing at the point wherever user completes his / her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 KMs whichever is less.
11. **Accuracy of Meters** will be checked periodically by any authorized officer of UIDAI and reserves the right to get the meter calibrated or checked at any time at his sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by UIDAI, which may even lead to termination of Contract.
12. **Miscellaneous Conditions:-** Service Provider should comply with the following:
 - (i) **Telephones-** Telephones, where requisition of vehicles can be conveyed all the 24 hrs. Telephone Numbers must be specified in the bid.
 - (ii) **Identity Cards-** Proper Identity Cards after verifying the antecedents of his drivers' thro' Local Govt. offices.
 - (iii) **Documents of vehicles-** The attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be submitted to the authorized person of the UIDAI and will be subject to scrutiny.
 - (iv) **Uniforms-** provide his employees uniforms as required under the **RTA, Chandigarh** rules which shall be worn by them all the time while on duty.
 - (v) **Statutory Requirements-** It is desirable to have the Registration with EPF, ESI Code, Service Tax, PAN etc. However, if the Service Provider does not possess any or all the above, they should obtain the same if required by law to execute this service, before signing of the agreement.
 - (vi) **Govt.Tax / Levy / Duty** other than Service Tax for plying the vehicles in the jurisdiction of **RO, Chandigarh** will be borne by the Service Provider.
 - (vii) **Parking / Toll Charges**, if any, may be claimed by Producing valid parking / Toll slips.
 - (viii) **No other charges** such as halting/detention will be permitted. Rates to be quoted on fixed monthly charges for specified Km. run and per Km run in excess of specified Kms. However, Rs. 100/- per night halt (After 10 P.M.) will be given in case of outstation night halt.

- (ix) **Normally Sunday** will be holiday. If vehicle is called on Sunday, the day will be adjusted on other day in the same month.
- (x) **Drivers** attested copy of driving license should be submitted during the contractual period.
- (xi) **Consumables** like lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be to the Service Provider's liability.
- (xii) **Assign** driving to only qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials and store items.
- (xiii) **Vehicles Up-keep** shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by a pre-designated committee of UIDAI officers with reference to good/properly maintained vehicle including cabin, upholstery, seats etc.
- (xiii) **Unused KMs**, if any during a particular month, will be carried over to the subsequent two months and will be adjusted against any extra KMs if performed over and above 2000 Kms per month & vice versa. A certificate to this effect be given on the body of the bill while submitting claim for payment by contractor/controlling officer.

13. **Debarring Conditions:-**

- (i) No vehicle should be supplied having registration in the name of employee of UIDAI or their close relative and a Certificate to this effect be given on the body of bill while submitting claim.
- (ii) No sub-contracting of the Service allotted is permissible by UIDAI. The near relatives of all UIDAI employees either directly recruited or on deputation are prohibited from participation in this tender.
- (iii) The tampering of meter reading, vehicle usage timings, overwriting of Summary / log sheet and misbehavior of driver while on duty shall be viewed seriously, leading to even cancellation of contract.
- (iv) Service Provider shall not engage any person below 18 years of age.

14. **UIDAI will not have obligation:-**

- (i) No liability whatsoever for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. in this regard and the Service Provider shall indemnify UIDAI against any/all claims which may arise under the provisions of various Acts, Government Orders etc. and any breach of such laws or regulations shall be deemed to be breach of this contract.
- (ii) No direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to UIDAI have to be suitably compensated by Service Provider.
- (iii) Not be responsible for theft, burglary, fire or any mischievous deeds by his staff.
- (iv) Service Provider shall be the employer for his workers and UIDAI will not be held responsible fully or partially for any dispute that may arise between the service provider and his workers.

15. **Penalty for breach of terms & conditions:**

- (i) In case of break down, after it's reporting for duty, the vehicles will have to be replaced by same type immediately or not more than one hour. In case of non-availability of suitable vehicle a penalty up to Rs. 200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.300/- per break down shall be imposed.
- (ii) The penalty for absence during extra Hour duty will be Rs.100 per occasion and for Temporary absence during duty hours without valid permission shall be Rs.75 per hour of absence.
- (iii) In case of non-availability of vehicles for any particular day penalty of Rs.500/- per day shall be imposed in addition to deduction of hire charges on pro-rata basis for the period.
- (iv) If the vehicle provided by the Service Provider is found to be not in good condition or without proper document; the vehicle may be rejected and sent back. No payment shall be

made on account of such rejection. However, in case of dispute the decision of **DDG, RO, Chandigarh** would be final.

- (v) No payment will be made for vehicles supplied by the Service Provider older than **three years**.
- (vi) Should not refuse to provide vehicles against UIDAI's requirement and on each refusal a penalty as given at item (iii) above will be deducted from the running bills besides any other action which may even lead to termination of contract.

SECTION-IV

GENERAL (COMMERCIAL) CONDITIONS

1. Bidder Eligibility:

- i. The bidder should be either recognized as Tourist Transport Operator or registered under Companies Act or under Shops & Establishment Act or Firm or Proprietorship firm or Partnership firm
- ii. The bidder should have minimum one year experience of satisfactory performance in providing similar services to any Govt. Deptt/PSU or reputed Pvt. Ltd. Co./firm in any of the last three years.
- iii. The bidder should have minimum three number of commercial vehicles registered as Taxis with permit of RTOs in the name of Prop/Company/Partnership/firm/Director.

2. Bid Forms (Two Bid Format).

- 2.1 The tender should be submitted in **two covers**; ***One*** super-scribing Technical Bid and ***Second*** Financial Bid and both the envelopes are in turn, be put in another envelope and this envelope should be superscripted “**Tender for Hiring Vehicles**”. All the three envelopes are to be duly sealed. Technical Bid and Financial Bid shall be opened separately. No indication of the Prices will be made in the Technical Bid. If the tender document is downloaded, then amount of tender document should also be submitted in separate envelop super-scribing as cost of tender document.
- 2.2 Tender will be opened in the presence of Bidders present on the due date of opening i.e. **15.30 Hrs. on 22.3.2012**. Technical Bids of the Tenders received will be opened on that day and the Sealed Financial Bids will be kept in UIDAI custody. The Time, Date and Venue of the opening of FINANCIAL BIDS will be intimated only to those Bidders, whose Technical Bid is accepted after evaluation of details and documents furnished in **Annexure-1**. No correspondence in this regard will be entertained. Incomplete Tender or Tender in which both technical Bid and Financial Bid are found in the same envelope is liable to be rejected. All Columns should be furnished with relevant details and no column should be left blank.
- 2.3 Financial Bid of the selected bidders only will be opened.
- 2.4 Bidder shall furnish the documents as per **Technical Bid Form at Annexure-1**
- 2.5 Rates should be quoted as per the Schedule of Requirement & Hire Charges and should be enclosed to Financial Bid Form at **Annexure-1I**. The format for Financial Bid should not be changed in any manner. Addition / deletion / alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.
- 2.6 The duly filled tenders must be accompanied with a **EMD of Rs. 20,000/- (Rupees Twenty Thousand only) valid for 180 days** from the date of tender opening as Bid Security.
- 2.7 In brief, the bid shall comprise:-
 - Technical Bid (duly filled Annexure I(all three pages)
 - Financial Bid (duly filled Annexure II (all two pages)
 - Bid Security (Clause 2(c) of Section IV)
 - Cost of Tender Document (if downloaded from website)
- 2.8 **Tender should be submitted to O/o ADG(Admn.) UIDAI, RO, Chandigarh, SCO 139-141, 3-4th Floor, Sector-17C, Chandigarh on or before 1500 Hrs. of 22.3.2012.**
- 2.9 The bidder is requested to examine all instructions, forms, terms and specification in the Bid documents. Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder’s risk and may result in rejection of the Bid.

- 2.10 A prospective bidder requiring any clarification on the Bid document shall notify the purchaser in writing. The purchaser shall respond in writing to any request for the clarification of bid document which it receives not later than 7 days prior to the date of opening of Tender.
- 2.11 At any time, prior to the date of submission of bid, UIDAI may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- 2.12 The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them.
- 2.13 The bidder shall bear all costs associated with the preparation and submission of the bid. UIDAI in no case be responsible for these costs regardless of the conduct or outcome of the bidding process.

2(a). **Period of validity of bids**

- (i) The bid shall remain **valid for 150 days** after the date of opening of bids. A bid valid for a shorter period shall be rejected by UIDAI as non-responsive.
- (ii) A bidder accepting the request of UIDAI for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

2(b). **Bid Price.**

- i. The supplier shall quote price as per schedule given in **Section V** for all types of Vehicles given in the schedule of requirement. The composite price should include all the type of Taxes, including service Tax etc, as applicable from time to time. However, the basic unit price needs to be individually indicated against the supply under the contract.
- ii. The price quoted by the bidder shall remain fixed during entire period of Contract & shall not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- iii "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

2 (c) . **Bid Security**

The bidder must deposit **Rs. 20,000/- (Rupees Twenty Thousand**

only) as EMD. The Bid Security shall be in the form of **Demand Draft/Bankers Cheque valid for 180 days** from the date of tender opening and may be submitted in separate cover.

- 2(c) i. The successful bidder's security will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with **clause 9 of Section-IV** and furnishing the performance security & signing the contract as per clause 10 of Section IV.

2(d) . **The Bid Security may be forfeited:**

- i. If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.
- ii. If the successful bidder fails
- iii) to sign contract in accordance with clause 10
- iv) to furnish performance security in accordance with clause 9 of Section IV
- v) A bid not secured in accordance with para 2 (b) shall be rejected by the UIDAI as Non-responsive at the bid opening state and returned to the bidder unopened.
- vi) The bid security of unsuccessful bidder will be discharged / returned as early as possible but not later than 30 days after the expiry of the period of bid validity.

2 (e) . **Clause by clause compliance.**

A clause- by – clause compliance of service to be provided shall be given as per Scope of Work **Under Section-II** and General & Commercial Conditions **Under Section-III**. In case of deviation a statement of deviation shall be given.

3. Right to Accept or Reject:

UIDAI shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender, as it may deem fit, without assigning any reason thereof and without incurring any liability to the affected bidder(s) for the action of UIDAI.

4. Bid opening

A Technical Evaluation Committee of UIDAI, RO, Chandigarh shall open the Technical bid cover in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. After scrutiny and evaluation of the Technical Bids, the UIDAI will shortlist those who are eligible and the date of opening of Financial Bid will be intimated later on. The financial bid will be opened only in those cases that fulfill the eligibility conditions and furnish all documents as given in Technical Bid.

5. Bid Evaluation

5.1 **Financial Bids** shall be evaluated to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.

5.2 If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, UIDAI will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by UIDAI.

5.3 The procedure adopted for comparison of substantially responsive bids shall be on the **total cost of hire of the services for the vehicles** indicated in Scope of Work in **Section-II**, inclusive of all levies and charges as indicated in schedule at **Section V** of the bid document.

6. Award of Contract

UIDAI shall consider placement of letter of intent to the bidder with the lowest evaluated price and whose offers has been found technically, commercially and financially acceptable. The bidder shall within 2 weeks of issue of letter of intent, give his acceptance along with performance security in conformity with **clause 9 of Section-IV**. The format of the performance security is at Annexure -3 of the bid document and the format of the agreement to be entered into with the bidder is at Annexure-4 of the bid document.

7. Right to vary quantities

UIDAI reserves the right at the time of award of contract to increase or decrease up to 25% of the required quantity of services specified in the Section-II without any change in hiring charges of the offered quantity and other terms and conditions.

8. Duration / Period of Contract:

Normally contract will be awarded for 1 (one) year. However, extension for the next year/part thereof will be considered keeping in view the various factors, such as prevailing market price, satisfactory performance of the firm. The decision of UIDAI shall be final & binding on the bidder.

9. Performance Security:

9.1 The successful bidder shall be required to deposit an amount equal to 5% of the Tendered value subject to maximum limit of Rs 50,000 (Fifty thousand only) within 1 week of conveying UIDAI's intention for accepting the bid as Performance Security.

9.2 Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank and the Performa provided in **Annexure-3** of the bid document.

9.3 Performance Security will be discharged after completion of Service Provider's performance obligations under the contract.

9.4 If the Service Provider fails or neglects any of his obligations under the contract it shall be lawful for UIDAI to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

10. Signing of Contract

10.1 Signing of Agreement shall constitute the award of hiring contract on the bidder.

10.2 Upon the successful bidder furnishing the Performance Security the UIDAI shall discharge its bid security in pursuant to **clause 2C**.

11. **Annulment of Award**

Failure of the successful bidder to comply with the requirement of **clause 10** shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event UIDAI may make the award to any other bidder at the discretion of UIDAI or call for new bids.

12. **Prices:**

12.1 The rates should be on monthly basis. The KM slabs for monthly hire is shown in **Scope of Work in Section-II**. The rates for daily casual requirement shall be on pro-rata of monthly rates.

12.2 Rates charged by the Service Provider for the services given under the contract shall not be higher than the rates quoted by the Service Provider in his bid.

12.3 In case of any reduction of taxes and statutory levies (if any) during the contractual period, UIDAI shall take the benefit of decrease in such taxes/ duties for the services to be availed from the date of enactment of revised duties/ taxes.

12.4 In case of increase in taxes/ duties during the contractual period, UIDAI shall be liable to revise the rates as per new taxes/ duties for the services to be availed for the remaining period of the contract.

13. **Price Revision:**

13.1 No escalation is admissible on any account whatsoever during the first three months of the contract. After three months of contract increase or decrease in hire charges due to variation in Fuel rates will be worked out and paid only when the variation to base rate is above 10%. Such increase or decrease in the hire charges due to these variations shall be worked out from the base rate on the following formula:

$$\text{Increase or decrease in Petrol/Diesel during the month} = \frac{\text{Actual KMs run by the vehicle X (Revised rate per litre - Base rate per litre)}}{\text{Average KM per litre of Diesel / Petrol consumption (KMPL)}}$$

(Note:- The Base Rate of Petrol/Diesel is the prevailing rate on the date of opening of Tender. The Average KMPL is to be assumed as **9 Kms in case of AC cars** and **12 Kms in case of Non-AC Cars in both Petrol & Diesel driven**. If there is decrease in Fuel Price, formula will indicate negative figure which means the deduction shall be done from the bill)

13.2 The review for change in hire charges due to change in fuel rates shall be affected at the end of quarter, irrespective of start of contract i.e. on 31st March, 30th June, 30 Sept, and 31st December. The change in hire charges, if any, shall be applicable from the 1st day of next quarter. Base Rate of fuel would be fuel prices as on date of award of contract.

13.3 In case of minimum average run per litre of fuel (i.e Average KMPL) as assumed above is not achieved by any vehicle, then the extra cost of fuel consumed by the vehicle on the basis of actual KMPL of fuel will be deducted from the payment due for that vehicle.

13.4 The service provider shall submit supplementary bill for reimbursement towards increase in Fuel price on monthly basis without accumulation. This supplementary bill is to be supported with proof of fuel price prevailing on 1st of the month.

13.5 The vehicle must run on fuel as mentioned under Section-V of Schedule of requirement and Hire Charges of the Tender.

Note:- Vehicles working on LPG/CNG are not to be engaged by the contractor. In case any vehicle at any stage found to be running on LPG/CNG, a penalty of Rs. 600.00 per day per vehicle will be imposed and the same will be deducted from the contractor bills/security deposit.

14. **Terms of Payment:**

14.1 The payment shall be made within 15 working days from the date of receipt of bill in the **O/o ADG(Admn.) UIDAI, RO, Chandigarh**. Monthly bills i.r.o vehicles engaged on monthly basis or daily basis shall be submitted in triplicate to the authority specified in contract along with completed duty slips duly signed by the user by the 5th of the following month for payment. The copy of Service Tax paid Challan for the previous month / quarter as the case may be should be produced along with the bills for payment. In case, the bills are not submitted to UIDAI as per above schedule, it will not take responsibility for delay in payment. The following documents must be attached with bills:

- (i). Photocopy of Service Tax paid challan for previous month/quarter as applicable.
- (ii). Wages paid receipt of previous month.
- (iii). Photo copy of EPF and ESI paid receipt, if applicable.

14.2 The triplicate copy of the bill will be returned to the Service Provider duly receipted. The bills should be sent to UIDAI for payment vehicle-wise along with the prescribed log book pages duly signed by the users/officers.

14.3 In case the vehicle engaged on monthly basis is to be discontinued during the month, the bill is paid on actual basis, as per terms & conditions.

15. Insurance

The Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Service Provider. The Service Provider shall arrange necessary insurance cover for any persons deployed by him even for short duration. UIDAI shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on UIDAI, the same shall be reimbursed /indemnified by the Service Provider.

16. Termination of Contract

16.1 In case of any default by the Service Provider and in any of the terms & conditions (whether General or Special), UIDAI may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving Seven days notice in writing to the Service Provider.

16.2 All instructions, notices and communications etc. under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the Service Provider.

16.3 Notwithstanding anything contained herein, UIDAI also reserves the right to terminate the contract at any time or stage during the period of contract, by giving seven days notice in writing without assigning any reason and without incurring any financial liability whatsoever to the Service Provider.

17. Termination for insolvency

UIDAI may also by giving written notice and without compensation to the Service Provider terminate the contract if the Service Provider becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

18. Miscellaneous Conditions:

23.1 UIDAI reserves right to counter offer price against price quoted by the bidder.

23.2 In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

23.3 UIDAI reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with UIDAI and blacklist such bidder / bidders for a suitable period in case they fails to honour their bid without sufficient ground.

19. Force Majeure:

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of UIDAI as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

20. Arbitration:

20.1 If any difference arises concerning this Agreement, its interpretation on the payment to be made thereunder, the same shall be settled by mutual consultations and negotiations. If attempts at conciliation do not yield any results within a period of 30 days, either party may request the other for submission of the dispute for decision by an arbitral tribunal containing a Sole Arbitrator to be appointed by DDG, Regional Office, UIDAI, Chandigarh. The arbitration proceedings shall take place at Regional Office, UIDAI, Chandigarh. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed hereunder and in force shall be applicable to such proceedings.

20.2 The venue of Arbitration proceeding shall be Office of **DDG, UIDAI, RO, Chandigarh at Sector 17C, Chandigarh** or such other place as the arbitrator may decide.

20.3 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

21. Set Off (Recovery of Sum Due):

21.1 Any sum of money due and payable to the Service Provider (including security deposit refundable to him) under this contract may be appropriated by UIDAI and set off the same against any claim of UIDAI for payment of a sum of money arising out of this contract or under any other contract made by Service Provider with UIDAI.

21.2 In the event of said security deposit being insufficient, the balance of total amount recoverable, as the case may be shall be deducted from any sum due to the Service Provider under this or any other contract with UIDAI, RO, Chandigarh. Should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to UIDAI, RO, Chandigarh on demand the balance amount, if any, due to UIDAI, RO, Chandigarh within 30 days of the demand by UIDAI.

21.3 If any amount due to the company is so set off against the said security deposit, the service Provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

SECTION-V

SCHEDULE OF REQUIREMENT AND HIRE CHARGES

Scheduled Works: Monthly KM Hire Slab:

		Hire Charges per vehicle (Rs) Unit (per month) Slab Rate	Hire Charges per vehicle (Rs) Unit (per month) Slab Rate	
Slab No.	Monthly Hire slab	Tata Indica cars (Diesel) or equivalent	SX4 / Honda City (Petrol) or equivalent	Service Tax % age
	2000 KMs / month	Rates to be filled in Financial bid.		

- a) For extra KM (Rs./KM) :- fixed charges(including Service Tax) will be paid on pro rata basis.
- b) Outstation Night halt charges (Rs./Halt) (including Service Tax) :- Rs. 100/- per night (fixed)
- c) Overtime charges per hour(including Service Tax) :- Rs. 16.50 (fixed)
- d) The additional requirement for a short period to meet the 'Peak Operational requirement' if any on day to day basis is also to be met with at the same rate quoted for regular work on pro-rata basis i.e. 25 days.

DATE

SEAL

SIGNATURE

**SUB: HIRING OF VEHICLES FOR O/o UIDAI, REGIONAL OFFICE
CHANDIGARH**

Tender Ref: NIT/4/2012

Date: 21.2.2012

TECHNICAL BID

To be filled in by the Bidder (enclose copy of documents to support your statement)

1.	Name and Postal Address of the Bidder: _____ _____ _____	Phone: Mobile: Fax: E-Mail:
2.	Is your concern Recognised / Registered (Attach Photocopy as a proof)	<input type="checkbox"/> <input type="checkbox"/>
	Tick as applicable a. Recognized by Govt. of India as Tourist Transport operator b. Registered under Companies Act c. Registered under Shops and Establishment Act d. Registered as firm e. Proprietorship / Any other category (please specify) f. Sister concern of (please specify name)	
3.a	Income Tax Permanent account Number (PAN) : (attach Proof)	
3.b	Service Tax Registration Number : (attach Proof)	
3.c	Registration/Allotment Number of ESI (Attach proof) : EPF (Attach Proof) : Any other social security scheme for workers : (Like group insurance/personal accident insurance/pension etc for Drivers) (Give details) :	
4.	Experience (attach performance Certificate from the Govt. / PSU Companies / Public Agencies / Firms. : _____ Years	
5.	Detailed Statement of Registered commercial vehicles of 3 year old or less as per format at Annexure-1/Page-2.	

DATE

SEAL

SIGNATURE

Statement of Vehicles owned by the Bidder

BIDDER'S NAME: _____

COMPANY'S NAME: _____

Details of "OWNED" Vehicles of Three Years old or less in our fleet of operation as on date:									
SL. NO	Registration Number	Model (Year)	Date of Registration	Vehicle Owner's / Name	Vehicle Type (Indica/SX4/Honda City Please specify)	Validity Details			
						Permit	Fitness	Road Tax	Insurance
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Note: Use additional sheets if required.**Declaration:**

The details as above furnished are correct and true. I undertake to produce original Documents of the above said vehicles for verification as and when called for.

DATE

BIDDERS'S SIGNATURE

OFFICE SEAL

(Certificate on Non-Participation of near Relatives in the tender called for hiring Light Commercial vehicles on Long Term under Tender no.NIT/4/2012(as required under clause 13 of Section III of bid document).

CERTIFICATE

I _____, S/O _____ ,
 R/O _____ hereby certify that none of
 my relative(s) as defined in Clause 13 of Section III of Bid document is/ are employed in
 UIDAI unit as per details given in Bid document. In case at any stage, it is found that the
 information given by me is false/incorrect, UIDAI shall have the absolute right to take any
 action as deemed fit/ without any prior intimation to me “.

Signed _____

For and on behalf of the Service Provider

Name(caps) _____

Position _____

Date _____

FINANCIAL BID

Tender No. No. NIT/4/ 2012

Dated 21.2.2012

A : (Name & Address of the Purchaser)

Dear Sir,

1. Having the conditions of contract and services to be provided Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide commercial vehicles in conformity with the conditions of contract and specifications for the sum shown in the **Schedule of Requirement & Hire Charges** attached herewith and made part of this Bid.
2. We agree to abide by this Bid for a period of 150 days form the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 5% of the contract sum for the due performance of the Contract.
4. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
5. Until an agreement is signed and executed, this Bid together with your written acceptance there of in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated thisDay of2012.

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

Encls: Schedule of Requirement & Hire charges

SCHEDULE OF REQUIREMENT AND HIRE CHARGES**Scheduled Works: Monthly KM Hire Slab:**

		Hire Charges per vehicle (Rs) Unit (per month) Slab Rate	Hire Charges per vehicle (Rs) Unit (per month) Slab Rate	
Slab No.	Monthly Hire slab	Tata Indica cars (Diesel) or equivalent	SX4 / Honda City (Petrol) or equivalent	Service Tax % age
	2000 KMs / month			

- a) For extra KM (Rs./KM) :- fixed charges(including Service Tax) will be paid on pro rata basis.
- b) Outstation Night halt charges (Rs./Halt) (including Service Tax) :- Rs. 100/- per night (fixed)
- c) Overtime charges per hour(including Service Tax) :- Rs. 16.50 (fixed)
- d) The additional requirement for a short period to meet the 'Peak Operational requirement' if any on day to day basis is also to be met with at the same rate quoted for regular work on pro-rata basis.

DATE

SEAL

SIGNATURE

PERFORMANCE SECURITY BOND

In consideration of Unique Identification Authority of India, O/o DDG, RO, Chandigarh (here in after called the UIDAI, Chandigarh) having agreed to exempt

_____ (here in after called the said Service Provider(S) from the demand of security deposit / earnest money of Rs. _____ on production of Bank Guarantee for Rs. _____. For the due fulfillment by the said Service Providers of the terms & conditions to be contained in an Agreement in connection with the contract for supply of _____ we, (name of the bank) _____ (here in after referred to as "the Bank") at the request of _____ Service Provider's do hereby undertake to pay to the UIDAI, _____ an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the UIDAI, _____ by reason of any breach by the said Service Provider's of any of the terms & conditions contained in the said agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the UIDAI, _____ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the UIDAI, _____ reason of breach by the said Service Provider's of any of the terms & conditions contained in the said agreement or by reason of the Service Providers failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the UIDAI, _____ in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount _____ not exceeding _____ Rs.
_____.
3. We undertake to pay to the UIDAI, _____ any money so demanded notwithstanding any disputes raised by the Service Provider(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating there to our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s)/ supplier(s) shall have no claim against us for making such payment.
4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the UIDAI, _____ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till UIDAI, _____ certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.
5. We (name of the bank) further agree with the UIDAI, _____ that the UIDAI, _____ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by the UIDAI, _____ against the said Service Provider(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said

Service Provider(s) or for any forbearance, and or any omission on the part of the UIDAI, _____ or any indulgence by the UIDAI, _____to the said Service Provider(s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s) / supplier(s)
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by UIDAI.

Dated : _____

For _____
(Indicating the name of the bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp act.

AGREEMENT FOR VEHICLE HIRE

This agreement is made on this _____ day of 2011 between M/S _____ (herein after called the Service Provider whose term includes its successors and assignees) whose registered office is at _____ and is registered under _____ and acting through its authorized official Sh. _____

AND

Unique Identification Authority of India (herein after called the UIDAI whose term includes its successors and assignees) having its Regional Office, 3-4th Floor, SCO 139-141, Sector 17C, Chandigarh and acting through Deputy Director General. The Service Provider will provide Commercial vehicles on hire basis for Unique Identification Authority of India(UIDAI), RO, Chandigarh for official use on the terms and conditions herein contained, and rates as mentioned schedule in appendix-I. The "Service Provider" has deposited Rs. _____ Rupees _____) as interest free Performance Security.

Now these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings.

1. The Service Provider shall during the period of this contract, that is to say from _____ to _____ or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than three year model, on the rates accepted as described in schedule vide appendix-I to this agreement. UIDAI shall reimburse that amount of service tax, if any, paid by the Service Provider to the authorities on account of the services rendered by him to UIDAI. This reimbursement shall be admissible on production of proof of deposit of the same by the Service Provider. It is agreed by the Service Provider that number of vehicles required is likely to change and may be demanded according to the exigencies of service by UIDAI.
2. The Service Provider shall comply with all the terms and conditions of Bid documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.
3. It is anticipated that the Service Provider will supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
4. The Service Provider agrees with the UIDAI, RO, Chandigarh and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.
5. Service Provider will provide vehicles to UIDAI, RO, Chandigarh not older than three years and registered for the commercial purpose only and taxes; insurance etc. due on such vehicles shall be the liability of the Service Provider.
6. The Service Provider should provide the particular make & model of vehicle as agreed upon in the contract. The UIDAI, RO, Chandigarh only reserves the right to substitute it with another similar vehicle. If for any reason whatsoever the UIDAI is not happy with the condition of the vehicle

provided, the Service Provider's nearest office will be informed immediately and they should accept any liability to replace it as per requirement. If for any reason the Service Provider is not in a position to provide a substitute vehicle as demanded by the UIDAI then the UIDAI will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Service Provider

7. Service Provider will submit bills in accordance with Section-IV, Clause (14) of the Bid document to the Controlling Officer of concerned section of Regional Office, UIDAI, Chandigarh on monthly basis for release of payment by UIDAI.

8. The driver of the vehicle shall always hold a valid Photo Identity Card issued by the UIDAI Office or any other local Central / State govt. office. The bills shall be raised to UIDAI by the Service Provider. Counting of distance will be from the starting point of the user and closing at the point wherever user completes his / her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 KMs whichever is less.

9. If the Service Provider fails to provide the vehicle to UIDAI and if the service is not found satisfactory enough, the UIDAI shall have the right to terminate the contract in whole or part as per clause (16) of Section IV of Bid Document.

10. In the event of any mechanical failure/breakdown of vehicle after it's reporting for duty, the Service Provider shall arrange for replacement by another Commercial Vehicle. Non-compliance may attract penalty as per Clause (15)(i) of Section III of Bid Document i.e. if the number of breakdowns exceeds three times in a month, a penalty of Rs.300/- per breakdown shall be imposed.

11. The following penalties will accrue to the Service Provider in addition to the deduction on hire charges on pro-rata basis in the (Appendix-1). The penalty amount shall be deducted from the running bills besides any other action which may even lead to termination of contract:-

11.1 Non-availability or refusal of vehicles as requisitioned by UIDAI for whatsoever reason under this contract shall invite penalty of Rs.500 per occasion as per Section-III, clause-15(iii) of bid document.

11.2 The penalty for absence during extra Hours. Rs.100 per occasion and for Temporary absence during duty hours without valid permission shall be Rs.75 per hour of absence as per Section-III, clause-15(ii).

11.3 If the non-availability or refusal of suitable vehicles exceeds three occasions in any particular month, an additional penalty of Rs.300 per occasion shall be charged for the entire refusals.

12. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the Service Provider. UIDAI shall have no liability whatsoever.

13. The Bid Document No. _No. NIT/4/ 2012 Dated 12.01.2012 alongwith its schedules annexure/appendix which we annexed to this agreement, as schedule "B" shall form part and parcel of this Agreement and integral part of this agreement.

14. That Service Provider is/ shall be liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement in respect of vehicles provided by the Service Providers. UIDAI shall not be liable for any loss, damages etc. suffered by the Service Provider or third party as the case may be.

15. If for any reason the UIDAI is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period, it will be reported to the Service Provider in writing. The

Service Provider without raising any dispute on such assessment by the UIDAI regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.

16. The Service Provider shall also be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and any toll Charges or entry Taxes payable locally and the Service Provider accordingly indemnifies the UIDAI against all such liability.

17. The Service Provider shall not act as a broker for other hire companies or any individual or transfer or assign or sub-let any part of the service once agreed or any share of interest in any manner or degree, directly or indirectly, to any third party whatsoever and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own or leased fleet.

18. The Service Provider will also ensure that they will not supply the vehicles to UIDAI which are either owned by employees of UIDAI either directly recruited or on deputation to UIDAI or their near relatives as defined in Sch-IA of Company Act 1956 and clause (13) of Section-III of the Bid documents enclosed as schedule "B" to this agreement. A certificate to this effect is annexed to this agreement as Appendix-II.

19. The Service Provider will not be tampering the meter reading, vehicle usage timings, overwriting of Summary / log sheet and allow misbehaviour of driver while on duty. Such incidents shall be viewed seriously, leading to cancellation of contract.

20. Service Provider shall not engage any person below 18 years of age.

21. Rates charged by the Service Provider for the services given under this contract shall not be higher than the rates quoted by the Service Provider in his bid and will be regulated by clauses (12) of Section-IV of Bid Document. The revision of rates may be allowed on account of increase or decrease in price of Petrol/Diesel/CNG and these variations shall be worked out from the base rate as per formula indicated in Clause (13) of Section-IV of Bid Document.

22. The KMs not used during a particular month in out of monthly Km. slab shall be carried over to the subsequent two months and extra KMs if any traveled during these two months will be adjusted against these unused KMs & vice versa. A certificate to this effect be given on the body of the bill while submitting claim for payment by contractor/controlling officer.

24. If any difference arises concerning this Agreement, its interpretation on the payment to be made thereunder, the same shall be settled by mutual consultations and negotiations. If attempts at conciliation do not yield any results within a period of 30 days, either party may request the other for submission of the dispute for decision by an arbitral tribunal containing a Sole Arbitrator to be appointed by DDG, Regional Office, UIDAI, Chandigarh. The arbitration proceedings shall take place at Regional Office, UIDAI, Chandigarh. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed hereunder and in force shall be applicable to such proceedings.

25. If the Service Provider institutes any legal proceedings against the UIDAI to enforce any of its rights under this agreement it shall be in the legal jurisdiction of UIDAI, RO Chandigarh where the vehicle has been hired and not the place where the Service Provider has his registered office.

26. The Service Provider is / shall be responsible for compliance of all the laws / rules/ regulations and Government instructions that are/ will be applicable to and aimed to protect the interest of the employees/ workers engaged by it and shall ensure payment of all the statutory dues/ liabilities as may have arisen during the past 'or' may arise during the course of performance of this contract.

27. Notwithstanding any thing contained in the Bid Document, the successful bidder shall have to furnish an unequivocal and unqualified undertaking / declaration to indemnify UIDAI in the proforma annexed as Appendix –III duly attested by a Magistrate / Executive Magistrate.

28. Any notice, request of statement hereunder shall be in writing and deemed to be sufficiently given or rendered when sent by Registered mail or fax to a party's registered office with a copy sent to the attention of:

(Name of Service Provider)

Address : _____

Tel : _____ Fax : _____ E-mail : _____

And

Name of the DDG or Authorised Officer
UIDAI, RO, Chandigarh

Address : _____

Tel : _____ Fax : _____ E-mail : _____

Appendix-I - It will comprise the requirement & the approved rates.

Appendix-II- It shall be the declaration regarding relatives not involved in Tender.

Appendix-III

UNDERTAKING

This deed of undertaking executed on this _____ day of ----- Two thousand and ----- by (Name of sole proprietor/ partner/ Director / authorised representative, the Firm, Company, Trust, Society etc.)-----
S/O _____ residing at _____ on behalf of said
M/s _____ (Name of the Firm, Company, Trust, Society, etc.) having its office at _____ and duly authorised to sign, file and verify present undertaking by the said _____ (Name of the Firm, Company, Trust, Society, etc.) in favour of UIDAI, RO, Chandigarh, an attached office of the Planning Commission, Government of India having its Regional Office of UIDAI, 3-4th Floor, SCO 139-141, Sector-17C, Chandigarh hereinafter called UIDAI)(which terms shall mean and include its successors, administrators, heirs and assigns.

Whereas UIDAI, RO, Chandigarh invited bids for _____. I/We participated in the bidding process and emerged as successful bidder with respect to Tender No. _____. I/ We _____ acknowledge that I/We _____ have fully understood and are aware of the terms & conditions of the Tender/ Contract and do hereby unequivocally and unconditionally undertake and declare that :

- (1) I/ We _____ shall comply with all the Rules/ Regulations/ Laws/ Government instructions/ status etc. that are applicable/ will be made applicable and or are aimed to protect the interest of the workers/ employees engaged by me / us in the past and during the course of performance of the contract with UIDAI.
- (ii) I/We shall fully protect, indemnify and hold harmless UIDAI and its employees, officers, Directors, agents or representatives from and against any and all liabilities, losses, actions, judgments, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

- Any breach/ violation of any direction, order from any governmental authority any provisions of the labour laws or any other laws, statute or regulation that are 'or' will be aimed to protect the interest of the workers/ laborers engaged by the Service Provider in past and during the course of this contract

OR

- Any other payments, claims 'or' liability that may arise for ensuring compliance of the provisions of any of the labour laws or any other laws, etc.

OR

- Any other claim made by any third party in connection with any violation of any of the laws, guidelines, instruction, etc.

In witness whereof this undertaking has caused on the _____
Day _____ Month of _____ Year.

Date:

Place:

(Signature: _____)

Name : _____

Designation: _____

WITNESS : 1.

2.