

**HQ-11014(13)/2/2021-ADMIN-HQ**

**Online-NIT for providing  
Watch & Ward and Fire Safety Services**

**at**

**UIDAI HQ Building, New Delhi**

**2021**

**UNIQUE IDENTIFICATION AUTHORITY OF INDIA**

**New Delhi-110 001**

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## CHECK LIST

As a part of Online bidding, please check whether the followings have been enclosed/uploaded in the respective packets, namely, Packet – 1 consisting (Technical Bid) and Packet - 2 (Commercial Bid):

1. Check-list of Technical Bid qualification: The following valid documents/evidences shall be enclosed/uploaded in Bid (Packet-1):

S.No.	Description
(i)	Scanned copy of <b>original financial instrument</b> for <b>Tender Fee</b> in the form of Demand Draft or Pay order or exemption certificate, if applicable. <b>(Clause 2.5)</b>
(ii)	<b>EMD is exempted till 31.12.2021, as per order of Ministry of Finance, Deptt. Of Expenditure vide order no. No. F.9/4/2020-PPD dated 12.11.2020. (Clause 2.7)</b>
(iii)	The bidder may be a Partnership firm/ Limited company/ Limited Liability Partnership, legally constituted under the provisions of the respective statute and must possess valid license from Directorate General Resettlement ( <b>DGR</b> ) and/or under the provisions of Private Security Agencies (Regulation) Act, 2005 and Rules framed there under on the date of bid submission. <b>(Clause 3.12.3)</b>
(iv)	<p><b>Experience</b></p> <p>a) The Bidder should have an experience of at least three years in providing <b>Security/Watch &amp; Ward Services</b> during preceding five financial years ending on 31/03/2020 (with duly certified proof), and</p> <p>b) the Bidder should have executed the following during last three financial years ending on 31/03/2020 (with proof);</p> <p style="padding-left: 40px;">i. Three similar completed works costing more than the amount equal to 40% of the estimated cost.</p> <p style="text-align: center;">or</p> <p style="padding-left: 40px;">ii. Two similar completed works costing more than the amount equal to 50% of the estimated cost.</p> <p style="text-align: center;">or</p> <p style="padding-left: 40px;">iii. One similar completed work costing more than the amount equal to 80% of the estimated cost.</p> <p><b>(Clause 3.12.4.)</b></p>
(v)	The Bidder should have an average annual financial turnover of Rs.30 lakh (Rupees Thirty Lakhs only) during the last 3 financial years, ending March 2020. Statement mentioning year wise turnover shall be duly certified by a Chartered Accountant. <b>(Clause 3.12.5)</b>
(vi)	The bidder shall have a registered Main/Branch office in NCR of Delhi. <b>(Clause 3.12.6)</b>
(vii)	The bidder shall submit an undertaking on letterhead as per Annexure B.
(viii)	The bidder should have minimum 50 numbers of staff deployed on its pay roll in each year during last three financial years ending on 31/03/2020 and this statement on the letterhead of the bidder mentioning year wise number of deployed staff which shall be duly certified by HR Head. <b>(Clause 3.12.8)</b>

(ix)	Signed and Scanned copy of Registration Certificate from those bidders who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or with the Ministry of Electronics and Information Technology (MeitY) for claiming exemption, if applicable. <b>(Clause 3.12.9)</b>
(x)	The bidder should have: <ul style="list-style-type: none"> <li>a. Copy of valid registrations of EPF, ESI &amp; GST</li> <li>b. Copy of PAN and a Bank Account.</li> </ul>
(xi)	ITRs of last three financial years ending on 31/03/2020 and latest GST compliance, (certified copies to be enclosed).
(xii)	Scanned copy of duly filled <b>Annexure- A (Section VI)</b> and supporting documents /evidences duly certified.
(xiii)	Valid license issued under the Private Security Agencies (Regulation) Act 2005 and Rules framed there under or Directorate General of Resettlement (DGR) as per <b>clause 3.12.3</b> .

**2. Check List of Annexure to be enclosed in the Commercial Bid (Packet-2):**

**Price Bid:** Schedule of price bid in the form of BoQSECURITYHQ.xls (Download \*.xls sheet and complete in all respect and upload).

## SECTION I - SCOPE OF WORK

1.1 **Site** for providing Watch & Ward and Fire Safety Services: Unique Identification Authority of India (UIDAI) Head Office Building, Bangla Sahib Road, Behind Kali Mandir, Near Gole Market, New Delhi-110 001.

### 1.2 Scope of Work:

1.2.1. Fire Safety Service: Maintaining Round the clock Fire safety of UIDAI HQ Building (24\*7\*365) by deploying Fire personnel on monthly basis, in three shifts including monitoring of Fire Control Room.

1.2.2. Watch & Ward Service: Maintaining watch & ward services during office hours (08:00 Hrs - 20:00 Hrs) at all the operational & functional floors of UIDAI HQ and residential complex as per requirement by deploying the personnel. The tentative requirement of deployed personnel would be as under which may be increased or decreased as per the actual requirement of UIDAI:

Category	Description of deployed Personnel	Total manpower strength
1	Fire Supervisors	3
2	Fire Guards	9
3	Watch and Ward Supervisor	1
4	Watch and Ward Personnel (Without Arms)	21
<b>TOTAL MANPOWER STRENGTH</b>		<b>34</b>

### 1.3 Duties of Watch & Ward Personnel-

1.3.1 The Watch & Ward Personnel shall be responsible for opening/closing of the rooms as necessitated/directed by UIDAI authorities.

1.3.2 The Watch & Ward Personnel shall ensure that water taps/lights/ACs are not left open at the time of closing of office premises on normal working days as well as on holidays /Saturday/ Sundays, as the case may be.

1.3.3 The Watch & Ward Personnel shall maintain inward and outward movement of staff (Regular as well as outsourced and contractual), and also regulation of guests and visitors, materials, etc. with proper check on the same, as per instructions given from time to time by UIDAI, based upon the format approved by UIDAI.

1.3.4 The Watch & Ward Personnel shall be at all times vigilant / alert and take regular rounds of the floor on which they are deployed.

1.3.5 The Watch & Ward Personnel shall allow only those visitors having a valid visitors' pass.

- 1.3.6 The Watch & Ward Personnel shall not allow any material / items to enter / exit without gate pass duly issued by Administration Division and proper records should be maintained in the logbook.
- 1.3.7 The Watch & Ward Personnel should always be vigilant while on duty to prevent any untoward incident. They should be of sound mind and should be able to judge any danger in comparison to a man of ordinary prudence and should immediately report to the Authorized officer of the UIDAI/ or an officer of Administration Division and/or their Superiors.
- 1.3.8 All Watch & Ward Personnel to be deployed should be healthy and medically fit. All medical and legal formalities required for deploying them at the premises of UIDAI will be the responsibility of the Agency.
- 1.3.9 The Agency should provide proper uniform, woolen clothes, raincoats, gumboots, lathis, torches etc. to the deployed personnel. The Agency will ensure that the personnel on duty shall be in properly dressed in neat and clean uniform and in presentable form at all times.
- 1.3.10 No Watch & Ward Personnel should leave his/her duty post in an unauthorized manner without substituting a replacement.
- 1.3.11 The Watch & Ward Personnel should be well trained to handle such fire-fighting equipment, administer first aid for minor cuts, bruises, snakebite, dog bite, injury by electric shock by giving CPR, etc.
- 1.3.12 The Watch & Ward Personnel shall not involve themselves in any type of discussions or agitations, arguments, quarrel or fighting with any of UIDAI officer/staff/visitors and shall behave politely and firmly while adhering to their duties. Any matter creating difficulties in their duties shall be brought to the notice of the Administration. The Watch & Ward Personnel shall not act in a unionized manner at the premises of UIDAI.
- 1.3.13 The Watch & Ward Personnel should be in the age group of 21 – 45 years and Supervisors may be between 40-60 years. The Watch & Ward Personnel and Fire Guards shall be only Indian Nationals and of good character and antecedents with police verification.
- 1.3.14 The Watch & Ward Personnel shall enforce one-way movement of traffic in consultation with UIDAI HQ/Administration Division/Assigned officer.
- 1.3.15 The Watch & Ward Personnel shall ensure that vehicles are parked at designated parking places/slots only.
- 1.3.16 The Watch & Ward Personnel shall identify no parking areas/zone in consultation with Administration Division and enforce parking restrictions accordingly.

#### **1.4 Duties of Watch & Ward Supervisors:**

- 1.4.1 To perform General duty from 9:30 hrs to 18:00 hrs for the areas assigned.

- 1.4.2 Assess deployment-specific training requirements for Watch & Ward Personnel.
- 1.4.3 Provide pre-induction/on-job training to the Watch & Ward.
- 1.4.4 To supervise the work of Watch & Ward.
- 1.4.5 To perform any other duties that may be assigned from time to time by UIDAI HQ.
- 1.4.6 To implement and maintain safety/security protocols across UIDAI HQ Building and UIDAI residential complex to reduce risks, respond to incidents and limit exposure to liability in order to reduce financial loss to UIDAI.
- 1.4.7 To supervise all deployed personnel and educate them of the various procedures and systems approved by UIDAI.
- 1.4.8 Update, sign and maintain all the Daily Reports and the same should be furnished to Administration Division of UIDAI or officer assigned for the purpose by UIDAI.
- 1.4.9 Assist and assign to UIDAI's staff/visitors in medical emergencies.
- 1.4.10 Ensure the safety/security of all assets and goods of the UIDAI.
- 1.4.11 Any other work assigned by the superior authority/UIDAI from time to time.

**1.5. Duties & Responsibilities of Fire Supervisor:**

- 1.5.1 Readiness to respond to fire emergency in the concerned area.
- 1.5.2 To train the Fire personnel in concerned areas to tackle fire.
- 1.5.3 To maintain inventory of fire fighting material/equipment in working condition.
- 1.5.4 To check the firefighting system daily and report to concerned officer promptly in case of any equipment/fire extinguisher is non-functional.
- 1.5.5 In case of fire, first respond and then inform all the concerned.
- 1.5.6 Preparation of reports in case any incident happens, coordinate with State Agencies (Delhi), liaison with them and submit a final report to UIDAI HQ along with the recommendations for taking corrective / appropriate actions to avoid such incidences in future.
- 1.5.7 Maintenance of Occurrence Book up-to-date and Telephone duty registers etc.
- 1.5.8 Proper maintenance of all fire appliances and equipments under his charge at all times.
- 1.5.9 Control over the fire staff and maintain discipline amongst the staff under him.

- 1.5.10 Supervision and deployment of fire personnel.
- 1.5.11 Take attendance of every individual of his/her shift and ensure that they report for duty in time and sign in the attendance register.
- 1.5.12 Coordinate/Attend fires personally as far as possible and give on the spot instructions to the staff, for quick action to put off fire and to arrange rescue.
- 1.5.13 Conduct/coordinate important and difficult drills/parades relating to rescue from height particularly in case of fire.
- 1.5.14 Inspect drills and parades performed by his staff.
- 1.5.15 Routine weekly, monthly, quarterly and annual health checks (as the case may be) of the equipment viz. cleaning and maintenance of fire equipments.
- 1.5.16 Maintenance of fire equipments such as breathing apparatus, fire Aid equipment, First Aid Box, etc. under his personal supervision.
- 1.5.17 Monitoring daily handing over/taking over duties by his personnel for each shift and arrange replacement of personnel absent from duty due to sickness or leave or for any other reason.
- 1.5.18 To ensure that the “occurrence book”, “Telephone register” and other record of the Fire Control Room is up-to-date.
- 1.5.19 He should coordinate/supervise those fighting fires, involving different types of stores such as POL (Petroleum, Oils, and Lubricants), expensive optical & mechanical instruments, textiles and substances where use of water is restricted.
- 1.5.20 Ensure emergency exits are efficient and free of obstacles.
- 1.5.21 Any other work assigned by the superior authority/UIDAI.

## **1.6 Duties of Fire Guards:**

- 1.6.1 Responsible for Firefighting.
- 1.6.2 Inspect carefully all fire-fighting equipment, etc. while taking over/handing over the charge.
- 1.6.3 Participate in fire drills such as Squall drills, Physical Training, Pump drill, Hydrant drill etc. with the staff of his/her shift.
- 1.6.4 Attend fire calls personally with Orders to / of Controlling Officer.
- 1.6.5 Keep all the fire equipment in order at all times and get it repaired promptly.
- 1.6.6 Maintenance of fire trailer pump and keep it in order at all times for attending any emergency call at any time.
- 1.6.7 Any other work assigned by the superior authority/UIDAI.

**1.7 Watch & Ward Supervisor should have:**

- 1.7.1 An experience of supervising security/watch & ward services in Multi Storey buildings of Govt./PSU/Authority/ Reputed Pvt. Institution at least of 5 Yrs preceding to date of deployment.
- 1.7.2 Graduation in any stream from recognized Institution.
- 1.7.3 Age not more than 60 yrs.

**1.8 Fire supervisor should have:**

- 1.8.1 An experience of supervising Fire Service in Multi Storey buildings of Govt./PSU/Authority/ Reputed Pvt. Institution at least of 5 Yrs preceding to date of deployment.
- 1.8.2 Diploma/Degree in Fire and Safety Management from any recognized Institution.
- 1.8.3 Age not more than 60 Years.
- 1.8.4 Acquainted with the operations and maintenance of fire gadgets, fire control and detection system etc.

**1.9 Watch & Ward Personnel should have:**

- 1.9.1 An experience of working in Multi Storey buildings of Govt./PSU/Authority/ Reputed Pvt. Institution at least of 2 Yrs preceding to date of deployment.
- 1.9.2 10+2 passed from any recognized Institution.
- 1.9.3 Age not more than 45 Years

**1.10 Fire guards should have:**

- 1.10.1 An experience of maintaining Fire Service in Multi Storey buildings of Govt./PSU/Authority/ Reputed Pvt. Institution at least of 2 Yrs preceding to date of deployment.
- 1.10.2 ITI/Trade certification in Fire Technology and Industrial Safety Management from any recognized Institution.
- 1.10.3 Age not more than 45 Years
- 1.10.4 Acquainted with the operations and maintenance of fire gadgets, fire control and detection system etc.

1.11 **Fire Control Room Service:** There must be at least one supervisor from the Agency round the clock.

1.12 **Co-ordination Meetings:** UIDAI will hold co-ordination meetings with the Agency once in a month or as and when required to review the performance and take further corrective

actions to improve the services. It shall be ensured that there should no tossing of responsibilities.

- 1.13 The Bidder shall provide Self Contained Breathing Apparatus with all accessories: 2 Nos (BS EN 137 or equivalent certified), Firefighter: Suit, Helmet, Gloves & boots – 2 sets (BS EN 469/659/15090 or equivalent certified) and Fire Rescue toolkit: Rescue Knife, 24" Crow Bar, 24" Bolt Cutter, Hack Saw, 18" Insulated Cable Cutter, Duct Tape, Insulated Gloves (BS EN 60903 or equivalent certified), Carrying Case, etc., as per actual requirement of the site.
- 1.14 The Fire Control Room shall activate appropriate action as and when required.
- 1.15 Physical standards for Watch & Ward Personnel/Supervisor and Fire Guards/Supervisor, should be as per the Private Security Agencies (Regulation) Act, 2005 and Delhi Private Security Agencies (Regulation) Rules, 2009.
- 1.16 **Liabilities of the Service Provider** –The Service Provider will be responsible for damages or loss arising directly from the negligence or willful act of its personnel within the defined responsibilities assigned to them subject to force majeure. In case of any theft or negligence UIDAI will inform the Service Provider of the incident within the shortest possible time and provide a copy of the FIR filed and any other document which is required by the Service Provider to realize the insurance claim or indemnify UIDAI otherwise.
- 1.17 **Notification Limits for Claims:** UIDAI shall notify the Service Provider of any claim arising from the Services in reasonable detail and in writing within sixty (60) days on which UIDAI became aware (or should reasonably have become aware) of the occurrence giving rise to the claim.
- 1.18 **Confidentiality:**
  - (a) Except with the prior written consent of UIDAI, the Service Provider and its staff/ Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the service provider and its staff/ Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
  - b) The Service Provider, its personnel, etc. shall be bound by the provisions of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 (as amended) [**“Aadhaar Act 2016”**], Regulations framed there under and Guidelines and orders issued by UIDAI from time to time, as applicable to the services rendered under this RFP. Any contravention thereof shall attract penal provisions as per the Aadhaar Act 2016, Regulation and Guidelines framed there under.

## SECTION II – Invitation of Bid

This invitation to online bid is for “Selection of suitable Watch & Ward and Fire Safety Services Provider” for providing services at Unique Identification Authority of India, Headquarter Building, located at Bangla Sahib Road, behind Kali Mandir, New Delhi.

2.1 Bidder(s) are advised to study the Bid document carefully. Online Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Bid offers prepared in accordance with the procedures enumerated in Clause 3.1 should be submitted online only through CPPP website: <https://eprocure.gov.in/eprocure/app> not later than the date and time laid down at the address given in the Schedule for Invitation to Bid under Clause 2.9. Bidder(s) is advised to follow the instructions provided in the ‘Instructions to the Bidder for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>. Bid documents may be scanned with 100 dpi with black and white option, which helps in reducing size of the scanned document.

### **Manual bids shall not be accepted.**

2.2 One bidder or bidders having business relationship shall submit not more than one tender. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/ director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

2.3 Bidder(s) who have downloaded the tender from the UIDAI website [www.uidai.gov.in](http://www.uidai.gov.in) and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and bidder(s) is liable to be banned from doing business with UIDAI.

2.4 Intending bidders are advised to visit the UIDAI website [www.uidai.gov.in](http://www.uidai.gov.in) and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

2.5 The Hard Copies of original instruments in respect of ‘Tender fee’ must be delivered to the address as mentioned in the Clause 2.9 (b) on or before bid opening date/time as mentioned in critical date sheet. Bidder(s) shall likely to be rejected for non-submission of original payment instrument like DD, Pay order, etc., against the submitted bid. The Demand Draft attached/ submitted for tender fee shall be non-refundable.

2.6 Bids will be opened as per date/time as mentioned in the Clause 2.9 (d). After online opening of Technical-Bid, the results of its qualification and the date of Price-Bid opening will be intimated later.

2.7 EMD is exempted till 31.12.2021, as per order of Ministry of Finance, Deptt. Of Expenditure vide order no. No. F.9/4/2020-PPD dated 12.11.2020.

2.8 The Bid Document is not transferable.

2.9 Schedule for Invitation to Bid

a) Name of the Purchaser:  
**The CEO,  
Unique Identification Authority of India,  
Ministry of Electronics & Information Technology,  
Govt. of India (GoI),  
Aadhaar Building, Bangla Sahib Road, Behind Kali Mandir,  
Gole Market, New Delhi-110 001**

b) Name of the Contact Person for any clarification:

**The Deputy Director (Admin.)  
Unique Identification Authority of India (UIDAI),  
Ministry of Electronics & Information Technology,  
Govt. of India (GoI),  
Aadhaar Building, 4th Floor, Bangla Sahib Road, Behind Kali Mandir,  
Gole Market, New Delhi-110 001  
Ph.no.23478556**

c) Queries should be submitted via E-mail at [ved.tyagi@uidai.net.in](mailto:ved.tyagi@uidai.net.in)

d) Important Dates:

The following table provides information regarding the important dates of the Bid process for this Bid:

#### **CRITICAL DATES**

<b><u>CRITICAL DATE SHEET</u></b>	
Published Date	14/06/2021 at 1700 hrs
Pre-Bid Meeting	17/06/2021 at 1130 hrs
Submission of Clarification, if any	18/06/2021 at 1800 hrs
Clarification / corrigendum to be uploaded on the CPPP Portal, if any	23/06/2021 at 1600 hrs
Bid Submission Start Date	23/06/2021 at 1700 hrs
Bid Submission End Date	07/07/2021 at 1600 hrs
Technical Bid Opening Date	08/07/2021 at 1600 hrs
Financial Bid Opening Date	Will be communicated later.
<b>Note:</b> The UIDAI shall not be responsible for delay in online submission of the bid, whatsoever may be the reasons. Also, ensure delivery of the financial instruments (Tender Fee) to UIDAI on or before the end date and time of bid submission.	

2.10 The Bidder(s) is required to pay Rs.525/- (Rupees Five Hundred Twenty five Only) included 5% GST, towards Tender fee, at the time of submission of Bids, in the form of a Bank Demand Draft failing which the Bids submitted by the Bidder shall not be

entertained and shall be summarily rejected. The Bank Demand Draft should be drawn on a Nationalized Bank/ Scheduled Commercial Bank in favor of "UIDAI, New Delhi" and payable at New Delhi. Tender Fee is not required from those bidders who are registered with the CPO, National Small Industries Corporation (NSIC), MeitY.

Note: The Purchaser shall not be responsible for delay in online submission of the bid, whatever may be the reasons. Also ensure the delivery of financial instruments (Tender Fee) to the addressee on or before the date of bid submission.

## **2.11 Procedure for Submission of Online Bids on CPP Portal**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

## **2.12 Registration**

2.12.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.

2.12.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

2.12.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

2.12.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

2.12.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

2.12.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

## **2.13 Searching for tender documents**

2.13.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract,

Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2.13.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

2.13.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **2.14 Preparation of bids**

2.14.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2.14.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

2.14.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option, which helps in reducing size of the scanned document.

2.14.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **2.15 Submission of bids**

2.15.1 Bidder should login to the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2.15.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

2.15.3 Bidder has to select the payment option as "offline" to pay the tender fee as applicable and enter details of the financial instruments.

- 2.15.4 Bidders are requested to note that they should necessarily submit their financial bids in the format provided i.e. Annexure – C, and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 2.15.5 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 2.15.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 2.15.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 2.15.9 Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 2.15.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **2.16 Assistance to bidders**

- 2.16.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2.16.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4001002, 0120-4001005, 0120-6277787.

## **SECTION III- Instructions to Bidders**

### **3.1 Online Bids Submission Process**

3.1.1 The tender shall be submitted Online (complete in all respect) must be uploaded in two packets i.e. Two Bid system (technical bid and price bid), and bidder must follow the procedure as detailed in the Clause 2.11.

3.1.2 The bid shall be submitted online, the Signed and Scanned copies of all the required documents in

A) Packet-1 consisting of:

- Technical Bid Submission Annexure- A with relevant / supporting documents / evidences along with scan copies of original Tender Fee with other documents desired in Technical Bid evaluation.

B) Packet-2 consisting of:

- Schedule of price bid in the form of BoQSECURITYHQ.xls

3.2 All the documents being submitted must be sequentially numbered irrespective of nature of content of the documents before uploading. All the files mentioned below should be in \*.PDF format except for the BoQ which should be \* .xls format.

3.3 The offers submitted by Fax/email shall not be considered. No correspondence will be entertained in this matter.

3.4 Original Instruments for Tender fee in the form of Demand Draft must be submitted on or before the last date of bid submission to the addressee, date and time as mentioned in the Clause 2.9 (b) and (d) respectively. Scanned copies must be uploaded as referred under the above Para 3.1.2(A).

### **3.5 Bid Prices**

3.5.1 The Financial Proposal/Commercial bid is also provided as BoQSECURITYHQ.xls along with tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download the BoQ\_SECURITY.xls and quote their offer/rates in the permitted column and upload the same in the commercial bid.

3.5.2 Bidder shall not tamper/modify downloaded price bid template in any manner. In case, if the same is found to be tempered/modified, or quoted price revealed in any other manner, the bid shall be rejected and the bidder is liable to be banned from doing business with UIDAI.

3.5.3 In the absence of the above information, as requested in Clause 3.5.1 a bid would be considered non-responsive and summarily rejected.

3.5.4 The Bidder shall carry out the detailed study of the bid document for scope/facilities/requirement and accordingly, submit the bid by complying all terms and conditions.

### 3.6 Firm Prices

3.6.1 Prices quoted/offered must be firm and final. There would be no increase in rates payable to the Agency during the Contract period except GST and other statutory obligations, which will be paid extra as applicable.

3.6.2 No bidder shall pay to the deployed personnel less than the minimum wages notified by the Chief Labor Commissioner (Central), New Delhi, Ministry of Labour & Employment, Govt. of India time to time.

3.6.3 UIDAI HQ shall regulate the wages of deployed personnel in accordance to the applicable minimum wages time to time as per the notification mentioned in para 4.29.

3.6.4 The bidder shall comply all statutory obligations under the intimation to UIDAI as and when required.

3.6.5 The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies and other charges as may be applicable in relation to the activities proposed to be carried out. UIDAI may ask for clarification with respect to taxes, duties, fees, levies, other charges, if required.

### 3.7 Discount

The Bidders are advised not to indicate any separate discount. Unconditional Discounts, if any, should be merged with the quoted prices. Discount of such type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, the UIDAI shall avail such discount at the time of award of contract.

### 3.8 Bid Security

EMD is exempted till 31.12.2021, as per order of Ministry of Finance, Deptt. Of Expenditure vide order no. No. F.9/4/2020-PPD dated 12.11.2020.

### 3.9 Period of Validity of Bids

3.9.1 Bids shall remain valid for 90 days from the last date of bid submission prescribed by UIDAI. A bid valid for a shorter period may be rejected by UIDAI as non-responsive.

3.9.2 Bidder will submit Bid declaration certificate as per Annexure 'F'.

3.9.3 All supporting/relevant documents/evidences being submitted must be legible and sequentially numbered as per the checklist irrespective of the nature of content.

3.9.4 Conditional bid would be treated as unresponsive and no representation shall be entertained on this account.

### 3.10 Address for Correspondence

The Bidder or authorized representative shall submit the official mailing address, place, and email to which all correspondence would be made, refer **Annexure A** (Technical bid).

### 3.11 Opening & Evaluation of Bid:

3.11.1 Online bids (complete in all respect) along with original financial instruments (Demand Draft towards Tender Fee) received physically on or before the date & time of the bid submission, will be opened as mentioned in the Clause 2.9 (d). The Bids received without Tender Fee will be rejected straight away.

3.11.2 A duly constituted committee will open the bids as per scheduled and the Technical evaluation will be carried out only for those bidders who qualify the pre-qualification criteria.

### 3.12 Technical Evaluation Criteria:

The bidders should enclose (to be submitted online as Packet-1 of the online submission process) the following documents/evidences, as applicable:

3.12.1 Tender fee of Rs.525/- (Rupees Five hundred Twenty Five only) including 5% GST in form of Demand Draft (in original).

3.12.2 EMD is exempted till 31.12.2021, as per order of Ministry of Finance, Deptt. Of Expenditure vide order no. No. F.9/4/2020-PPD dated 12.11.2020.

3.12.3 The Bidder may be a Partnership firm/ Limited Company/ Limited Liability Partnership legally constituted under the provisions of the respective statutes and must possess the valid license under the Private Security Agencies (Regulation) Act 2005 and Rules framed there under /Directorate General Resettlement (“DGR”). Supporting documents/evidences duly certified by Chartered Accountant shall be submitted.

3.12.4 The Bidder should have an experience of at least three years in providing Security/watch & ward Services during preceding five financial years ending on 31/03/2020. And have executed either of the following during last three financial years ending on 31/03/2020:

i. Three similar completed works costing not less than the amount equal to 40% of the estimated cost.

or

ii. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.

or

- iii. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Upload all requisite documents / evidences.

3.12.5 The Bidder should have average annual financial turnover of Rs.30.00 lakh (Rupees Thirty Lakhs only) during the last 3 financial years, ending March 2020. Submit statement stating year wise turnover duly certified by CA/CS.

3.12.6 The bidder shall have a registered Main/Branch office in NCR of Delhi. Supporting proof thereof should also be attached.

3.12.7 The bidder shall submit an undertaking on letterhead as per “Annexure B”.

3.12.8 The bidder should have minimum 50 numbers of staff deployed on its pay roll in each year during last three financial years ending on 31/03/2020 and this statement on letterhead of the bidder mentioning year wise number of deployed staff shall be duly certified by HR Head.

3.12.9 Signed and scanned copy of Registration Certificate from those bidders who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or with the Ministry of Electronics and Information Technology (MeitY) for claiming exemption, if applicable.

3.12.10 The bidder shall have the following Registration certificates:

- a. Valid license issued under the Private Security Agencies (Regulation) Act 2005 and Rules framed there under or Directorate General of Resettlement (DGR).
- b. EPF Registration.
- c. ESI Registration.
- d. GST Registration.
- e. Copy of PAN/TAN & Bank Account.

3.12.11 The bidder should submit ITRs for last three financial years ending on 31/03/2020 and latest compliance of GST.

3.13 Technical Evaluation of Bids:

3.13.1 All the Bids received on or before would be opened as per the date and time mentioned in the Critical date sheet. A Committee duly constituted by Competent Authority will subsequently carry out a detailed analysis for technical eligibility criteria. If required, the UIDAI may seek specific clarifications from any or all Bidder(s) at this stage.

3.13.2 The bidders possessing all the requisite qualifications as spelt out in the Bid Document would be considered for financial evaluation after approval of the Competent Authority.

### 3.14 Commercial Evaluation of Bids:

3.14.1 The Financial bids of only those bidders who qualify the technical evaluation criteria would be opened.

3.14.2 Evaluation of the bid will be online and offline both, and comments of the offline committee will be uploaded as per the online process.

3.14.3 As per Guidelines issued by Ministry of Finance O.M Dated 28<sup>th</sup> January 2014 quoting any Service charges as Nil, the bid shall be considered unresponsive and such bid shall not be considered.

3.14.4 The technically qualified bidder, who has quoted/offered overall minimum total cost (Value as 'X' in commercial bid) will be determined as L1 bidder, will be awarded the work. In addition to this, if, there is tie in the quoted price, the bidder submitting more successful completion certificate of required amount mentioned in the document shall be given priority in the selection. The decision of UIDAI shall be final and no representation shall be entertained in this case.

### 3.15 UIDAI's Right to Vary Scope of Contract

The UIDAI, may at any time, by a written order, in pursuant to Clause 4.2, may change, modify or enlarge the general scope of the Contract.

### 3.16 UIDAI's Right to Accept Any Bid and to Reject Any or All Bids

The UIDAI reserves the right to accept any bid, and to annul the Bid process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the UIDAI's action.

### 3.17 Clarification

When deemed necessary, UIDAI may seek clarification on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or change in price quoted.

### 3.18 Notification of Award

3.18.1 Prior to expiry of the bid validity, UIDAI will notify the successful Bidder in writing by registered letter or by fax or email and the successful bidder shall accept the same in writing by regd. letter /email within 07 days of the receipt.

3.18.2 The notification of award will constitute the formation of the Contract.

3.18.3 Upon furnishing of performance security by the successful Bidder's in pursuant to Clause 3.20, UIDAI will promptly notify each unsuccessful Bidder.

### 3.19 Signing of Contract

3.19.1 At the same time as the UIDAI notifies the successful Bidder that its bid has been accepted, the UIDAI will send the Agreement format ("Annexure D" of Section

VI) provided in the Bid Document, incorporating all agreements between the parties to the successful bidder.

3.19.2 Within 10 days of receipt of the Contract Form, the successful Bidder shall sign the Contract and return it to the UIDAI.

### 3.20 Performance Security (PBG)

3.20.1 Within 21 days of the receipt of notification of award from the UIDAI, the successful Bidder shall furnish the performance security (@ 3% of contractual value) in the Contract Performance Bank Guarantee (PBG) Bond prescribed in “Annexure E” of Section VI in compliance to the Conditions of Contract with validity of 60 days beyond the contractual period.

### 3.21 Transfer and Sub-letting:

The Service Provider has no right to 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.

### 3.22 Events upon Termination:

In the event of termination of this RFP for any reason whatsoever, the Service Provider/or persons deployed by him shall not be entitled for any amount whatsoever from UIDAI by way of compensation, damages or otherwise except for the accrued payments till the end date of this Agreement. On termination of the RFP, the Service Provider shall take steps to withdraw all the services provided in a smooth and orderly manner.

### 3.23 Notice:

- All notices, requests, claims, demands and other communications between the parties shall be in writing and 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.
- 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.

### 3.24 Effective Date:

The effective date of deployment of personnel would be from the date of issue of work order or signing of the agreement.

## **SECTION IV**

### **GENERAL TERMS AND CONDITIONS**

- 4.1 The initial period of contract will be for a period of one-year from the date of award of the contract and extendable further for a period of two years on year-to-year basis with the consent of the Service Provider subject to satisfactory performance and administrative convenience of UIDAI at the same terms and conditions.
- 4.2 In normal course, scope / requirement of watch & ward personnel and Fire Guards may be increased / decreased up to 30% of the deployed officials with the approval of the Competent Authority. The decision of UIDAI in this matter shall be final and binding.
- 4.3 The Service Provider shall provide watch & ward and fire services by deploying adequately trained and well-disciplined personnel who shall safeguard the UIDAI HQ and residential buildings , moveable and immovable assets, equipment and all other items at site from thefts, pilferage and damage to ensure safety/security of the employees, visitors, guests etc. or any other persons working in the complex/premises.
- 4.4 Any event of accidents injuries / harmful nature such as fire, short circuit, overflowing of water, leakage of water, damage caused to any property of UIDAI shall be reported immediately by the Watch & Ward and Fire Guards/Personnel to an officer not below the rank of Section Officer of Administration Division of UIDAI.
- 4.5 The Fire Guards including supervisors would be deployed in such a manner so that round the clock and adequate safety arrangements in the UIDAI HQ building and UIDAI residential complex, New Delhi have to be maintained. The duty chart shall be prepared by the Service Provider in consultation with Administration Division for every month in advance.
- 4.6 The watch & ward personnel including supervisors would be deployed in such a manner adequately maintaining the services during office hours (08:00-20:00 Hrs). The duty chart shall be prepared by the Service Provider in consultation of Administration Division for every month in advance.
- 4.7 All employees of the Service Provider including Supervisors and their bag & baggage shall be liable for physical check both at the time of entry and exit of the UIDAI HQ building and residential complex as well as inside the building.
- 4.8 The Service Provider shall change the deployed personnel on demand by the Administration within 24 hrs, if he /she commits unethical, immoral or unlawful acts while on duty like Sleeping, Intoxicating, Negligence in performing duties, Disobedience, theft, Dishonesty, indulging in any illegal activities, etc. or is found to be involved in any work other than the allotted one or any other misconduct.
- 4.9 The full particulars of the personnel to be deployed by the Service Provider including their names and addresses shall be furnished to UIDAI along with requisite documents prior to their deployment.

- 4.10 The service Provider shall not deploy or shall discontinue deploying the personnel, if so desired by the Administrative Authorities UIDAI, HQ at any time without assigning any reason whatsoever.
- 4.11 A local representative of Service Provider shall be In-charge of the services and shall be responsible for the efficient rendering of the services and responsibilities. The Service Provider shall equip all the deployed watch & ward personnel and Fire Guards with the latest communication system/mobile at its own cost.
- 4.12 The Service Provider shall deploy trained personnel in all facets of fire fighting equipments. The Service Provider shall provide necessary certificate / evidence in this regard.
- 4.13 The visitors shall be regulated as per instructions of the UIDAI through Administration Division, procedure and records thereof maintained accordingly. Further, the visitors shall be attended with due courtesy.
- 4.14 The Watch & Ward personnel and Fire Guard must be having good physique, smart and pleasant personality and at all times shall be in presentable manner.
- 4.15 A duly constituted committee of UIDAI shall review the performance of the Service Provider on monthly basis and shall decide the further course of action.
- 4.16 The Service Provider shall ensure that any replacement of the personnel, as required by UIDAI for any reason specified or otherwise, shall be affected promptly. If the Service Provider wishes to replace any of the personnel, the same shall be done with prior consent of the UIDAI.
- 4.17 The Service Provider shall provide good uniform as mutually decided with name badges to its personnel deployed at UIDAI, HQ site at its own cost and should be dressed up neat and clean daily. The incidentals, such as, belt, shoes, socks, caps, torch with cell, etc. shall be borne/supplied by the Service Provider at its own cost.
- 4.18 The Service Provider shall ensure that the personnel deployed, shall be disciplined, obedient and avoid participation in any activity prejudicial to the interest of the UIDAI/Govt. of India/any State or any Union Territory.
- 4.19 The Service Provider shall submit an undertaking that all its deployed personnel have appropriate behavioral and communication training including ability to understand and converse in Hindi & Basic English. Such training must be repeated every 6 months during the term of the RFP.
- 4.20 The Service Provider before deployment of personnel should get approval from UIDAI HQ/Administration Division after providing: -
- 4.20.1 Educational certificate
  - 4.20.2 Two passport size photographs
  - 4.20.3 Residential proof / Aadhaar Card
  - 4.20.4 Police verification (as per Govt. rule).
  - 4.20.5 Medical Fitness certificate

These documents/evidences should be submitted at least seven days prior to deployment. At the time of deployment of the personnel, Service Provider will return the original documents/certificates of the deployed personnel after verification of the said documents/certificate. In case, any complaint is reported to UIDAI in this regard, a fine of Rs.10,000/- would be imposed against the Service Provider in each such cases from their pending bills.

- 4.21 The day-to-day functioning of the services shall be carried out in consultation and under the direction of Administration Division of UIDAI.
- 4.22 The Service Provider shall be solely responsible for compliance to the provisions of various applicable Labour laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI, etc. relating to personnel deployed at UIDAI HQ and UIDAI residential complex, New Delhi site or for any accident caused to them, UIDAI shall not be liable to bear expenses, if any. The Service Provider shall directly make payment of due wages to personnel deployed without any delay. The Service Provider shall promote digital payment while paying the wages to the Guards. The Service Provider shall provide evidence related to their payments of Wages, PF, ESI etc. on monthly basis or as and when required by UIDAI. The Service Provider shall specifically ensure compliances of all applicable Laws/Acts, including but not limited to the following and their re-enactments/amendments/modifications from time to time:-
- 4.21.1 The Payment of Wages Act 1936
  - 4.21.2 The Employees Provident Fund Act, 1952
  - 4.21.3 The Contract Labour (Regulation) Act, 1970
  - 4.21.4 The Payment of Bonus Act, 1965
  - 4.21.5 The Payment of Gratuity Act, 1972
  - 4.21.6 The Employees State Insurance Act, 1948
  - 4.21.7 Minimum Wages Act, 1948
  - 4.21.8 Delhi Fire Services Act, 2009 and the Delhi Fire Service Rules, 2010
- 4.23 The details of payments relating to EPF/ESI such as challans, returns etc. shall be submitted along with the bill clearly indicating the employee code/ESI/EPF A/c No. as a token of proof that these provisions have been complied and no liability on this count remains unpaid. The Service Provider shall submit details of the same along with the monthly bill.
- 4.24 The Service Provider will ensure that no loss should occur due to property damage or theft/pilferage in UIDAI premises. If it occurs, the same shall be recovered from the bills due or by en-cashing PBG of the Service provider. In addition to this, an FIR should be lodged with Police and the Service Provider will cooperate in the investigation. If needed, joint enquiry comprising of both the parties shall be conducted and accordingly responsibility shall be fixed.
- 4.25 The Service Provider would also provide Salary Slip in bilingual Hindi & English to each personnel deployed by them at UIDAI, New Delhi, every month and the Salary Slip should display following details:
- 4.25.1 Name of the Service Provider.
  - 4.25.2 Name of the Employee.
  - 4.25.3 Employee Code (issued by the Service Provider)

- 4.25.4 ESI Number of the Employee.
- 4.25.5 EPF Number of the Employee.
- 4.25.6 Wages break up details in all respects.

4.26 The Service Provider shall maintain the following records:

- 4.26.1 Daily attendance Register
- 4.26.2 Guard Checking Register
- 4.26.3 Daily Order Register
- 4.26.4 Incident report Register
- 4.26.5 Documents related and covered by Labour Authority, which must be displayed and authenticated by local labour officer.
- 4.26.6 Beat-Book for respective Watch & Ward and Fire Guard.

The format of the above-mentioned records shall be approved by UIDAI before signing the agreement.

- 4.27 The Service Provider shall submit a detailed checklist (on approval of the UIDAI) and certificate along with each bill to the effect that the payments have been made to the employees as per approved wages, acquaintance roll and all labour laws obligations have been complied with. In order to confirm the correctness of payment accounts to right party, the Service Provider has to submit adequate documentary proof of depositing EPF, ESI contributions and GST of preceding month in concerned authorities along with bills. Documentary proof of EPF, ESI contributions should be in individual name of deployed personnel. The Service Provider shall submit an affidavit on non-judicial stamp paper of Rs.10/- that they have deposited EPF & ESI contributions of actual numbers of personnel in concerned authorities mentioned in the bill and all the deployed personnel have been issued Salary Slip with full details in all respect for the month they claimed for the payments.
- 4.28 The Ex-Servicemen (ESM) deployed in Supervisor category shall be paid as per the minimum wages of scheduled employees **notified by DGR** and as amended from time to time whereas the deployed personnel shall be paid as per minimum wages of watch and ward services applicable in NCR of Delhi as amended time to time as per Central Govt., Ministry of Labour & Employment's orders, notifications, etc.
- 4.29 The wages will be paid to the personnel based on their actual deployment in UIDAI and upon their attendance duly verified by Administration Division. The said wages shall be paid for 26 days in a calendar month and relieving charges will be paid for the deployment over and above 26 days. The minimum wages shall be as per the rates notified by Chief Labour Commissioner (Central), New Delhi, Ministry of Labour & Employment, Government of India from time to time for Delhi Region.
- 4.30 The approved Service Provider shall not be entitled to any increase in the approved rates till expiry of the contract. However, any revision in minimum wages by Central Government/DGR and any amendment in ESI Act, EPF Act and statutory obligations notified by concerned Government authorities during the term of the contract, would be considered proportionately in written request of the Service Provider well in time with support of adequate documentary proof like copy of Government Notification/Orders from time to time for passing it on fully to the deployed personnel against actual

number of deployed personnel by the Service Provider subject to audit check by UIDAI HQ, New Delhi, etc. as and when required.

4.31 UIDAI reserves the right to impose Penalty in following cases:-

Penalties Clause: The following penalties may be imposed on the Service Provider on the recommendations of the CEO, DDG, ADG and Officer In-charge of Administration Division of UIDAI HQ. The cumulative penalties shall be compiled and the amount shall be deducted from the payment of monthly bills submitted by the Service Provider:

Offences	Penalties (In Rupees)
i. Deployed Personnel not found displaying photo ID.	Rs.100/- per instance/ personnel
ii. Deployed personnel not in proper Uniform	Rs.500/- per instance/ personnel
iii. Deployed Personnel indulging in smoking/ drinking/ sleeping or any other misconduct at UIDAI HQ campus.	Rs.1000/- with removal of the offender plus statutory action/ penalty if any
iv. Unsatisfactory Performance	a. Adverse written report by CEO/DDG: Rs. 5000/- per instance. b. Adverse written report by ADG/Officer in-charge / Duty Officer: Rs.3,000/- per instance. c. Individual Written Complaint if substantiated by administrative authority: Rs.1000/- per instance.
v. Fails to execute the work as stipulated in the agreement or does not meet the statutory requirements of the service contract.	a. 2.0% of cost of order/ agreement per week, up to five weeks' delays/ non-compliance of provisions laid down in service contract agreement. b. After five weeks, CEO, UIDAI reserves the right to cancel the part service contract or full service contract and allot this job to the other Service Provider (s) or after following due open tendering process in which the defaulting Service Provider shall not be eligible to participate. In addition, the defaulting Service Provider will be debarred from UIDAI, New Delhi for a period of 3 years during which it cannot participate in tendering process of Watch & Ward Services at UIDAI, HQ. Performance Guarantee of the defaulter Service Provider shall also be forfeited.

<p><b>vi.</b> Violence against UIDAI Officer/staff/Visitor if service lapse substantiated after enquiry by UIDAI HQ.</p>	<p>a. 1st instance: 1% of cumulative bill for that month  b. 2nd instance: 3% of cumulative bill for that month  c. 3rd instance: 5 % of cumulative bill for that month  d. 4th instance: termination of service contract.</p>
<p><b>vii.</b> Found absent from post on physical rounds/ under deployed vis a vis approved deployment reflected in daily attendance register</p>	<p>a. Rs. 500/- per personnel per instance  b. Rs.1000/- per Supervisor of per shift.</p>
<p><b>viii.</b> Absence of personnel gear (reflective jacket, etc.) as detailed in the bid.</p>	<p>Rs.200/- per instance per Fire personnel</p>
<p><b>ix.</b> Use of mobile phone/listening to music/not alert</p>	<p>Rs.200/- per instance per personnel</p>
<p><b>x.</b> Non-payment of wages within stipulated time frame</p>	<p>a. For the first instance: 1% of cumulative bill for that month  b. For the second instance: 3% of cumulative bill for that month.  c. For the third instance: 5% of cumulative bill for that month.  d. Beyond three months consecutively, the contract shall be terminated and performance bank guarantee forfeited.</p>
<p><b>xi.</b> False undertaking as per Annexure-B or submission of any false or forged document/information.</p>	<p>In the event of failure to rectify the defect, if curable, as pointed out by UIDAI in writing within 30 days of receipt of the notice in this regard, the Service Provider shall be liable to pay a liquidated damage of 10% of the entire bid amount which shall be an admitted liability of Service Provider and no defence shall be raised in this regard. In addition, UIDAI shall also invoke the PBG submitted by Service Provider and terminate the Service Contract with immediate effect. Also, the service provider will be debarred for 3 years to participate in UIDAI tender. The Service Provider shall be liable to receive payment for any outstanding invoices only after amounts of liquidated damages and PBG are received by UIDAI.</p>

- 4.32 The Service Provider shall arrange to maintain security desk/booth for recording daily and shift-wise attendance of the deployed personnel, which shows arrival, departure etc. The Service Provider shall submit duly verified records for making monthly payments.
- 4.33 In case of non- compliance/non-performance of the services, according to the terms & conditions of the contract, UIDAI shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
- 4.34 The Service Provider and deployed personnel shall keep confidential all information in connection with and related to UIDAI, and shall not reveal the same to any third party. Any breach of confidentiality shall be a violation of the terms and conditions of this agreement.
- 4.35 The decision of UIDAI in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Service Provider.
- 4.36 In case of any dispute between the Service Provider and UIDAI arising out of or in relation to this Agreement, the dispute shall be referred to a sole Arbitrator to be nominated by UIDAI who shall be a former judge of Supreme Court of India 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 at Delhi and the arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties agree to have their dispute(s) or difference(s) resolved in terms of **Section 29B – Fast track procedure**, of the Arbitration and Conciliation Act, 1996 (as amended). The Courts at New Delhi will have jurisdiction over all legal disputes under this Agreement.
- 4.37 Any violation of instructions /terms of Service Contract or suppression of facts will attract termination of Service Contract without any reference including levying of penalty as per Clause 4.31.
- 4.38 A Service Contract shall be signed with the successful bidder as per Annexure - D enclosed.

Note: These terms and conditions are part of the Service Contract as indicated in the Agreement between ‘Client’ (First Part) and the ‘Service Provider’ (Second Part) and any non- compliance shall be deemed as breach of the Service Contract.

## **Section-V**

### **Special Terms & Conditions.**

The Bidder is required to give confirmation to their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful bidder as selected by the UIDAI. Failure to do so may result in rejection of Bid submitted by the bidder.

- 5.1 Option Clause: The contract will have option clause, wherein UIDAI can exercise an option to procure an additional 30% of the original contract value in accordance with the same terms and conditions of the present contract. This will be applicable within the term of the contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely in the discretion of the UIDAI to exercise this option or not.
- 5.2 Payment Terms:
  - 5.2.1 It will be mandatory for the bidders to indicate their bank account number and other relevant e-payment details so that payments could be made through ECS/ NEFT/ RTGS mechanism instead of payment through cheques.
  - 5.2.2 The UIDAI shall pay the agreed amount on production of the monthly bill. No other charges of any kind shall be payable.
  - 5.2.3 There would be no increase in rates payable to the Service Provider during the Service Contract period except reimbursement of the applicable GST.
  - 5.2.4 TDS as applicable shall be deducted from the monthly bills.
- 5.3 Advance Payment: No advance payment shall be made by UIDAI.
- 5.4 Paying Authority:
  - 5.4.1 The bidder shall submit original ink signed bill cum invoice on monthly basis to Deputy Director (Administration Division) UIDAI HQ for payment.
  - 5.4.2 Monthly bill of previous month shall be submitted within 7 days in the subsequent month.
- 5.5 Force Majeure Clause:
  - 5.5.1 Notwithstanding the provisions of tender, the Service Provider shall not be liable for forfeiture of its performance security, penalties or termination for default, if and to the Tender document for a Watch & Ward and Fire services at UIDAI HQ New Delhi extent that, its delay in performance or other failure to perform its obligations under the Service Contract is the result of an event of Force Majeure.
  - 5.5.2 For purpose of this clause, "Force majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires,

floods, epidemics, quarantine restrictions and freight embargoes, currency restrictions, insurrection and civil commotion, acts of terrorism, lockdown imposed by Central or State Government, etc. Whether a “Force majeure” situation exists or not, shall be decided by UIDAI HQ and its decision shall be final and binding on the Service Provider and all other concerned.

- 5.5.3 In the event that the Service Provider is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond 07 Days, UIDAI HQ has the right to terminate the contract in which case, the contractual guarantees and warranties shall be refunded to him.
- 5.5.4 If a force majeure situation arises, the Service Provider shall notify UIDAI HQ in writing promptly, not later than 2 days from the date such situation arises. The Service Provider shall notify UIDAI HQ not later than 2 days of cessation of force majeure conditions. After examining the cases, UIDAI HQ shall decide and grant suitable additional time for the completion of the Work, if required.
- 5.5.5 Service Provider shall prepare a Fire Safety Plan as per requirement, in consultation with UIDAI HQ.
- 5.5.6 Service Provider shall prepare Evacuation Plan in case of earthquake, fire etc., in co-ordination with UIDAI HQ as per requirement.
- 5.5.7 Service Provider shall arrange Mock Drill in co-ordination with statutory authorities in Delhi such as Fire Dept., NDMC, Police Dept. etc., at regular interval of six months or as and when required.
- 5.5.8 Deployed personnel shall sign attendance in Register/Biometric attendance in their shift and the payment will be made on the basis of biometric attendance records of UIDAI HQ.

**Section VI**

**“Annexure A”**

**PROFORMA FOR TECHNICAL BID**

Sl. No.	Particulars	Remarks/page No.	
1.	Name of Bidder		
2.	Address of the Bidder		
3.	Name of the Company		
4.	Address of the Company		
5.	Name and address of the officer to whom all references shall be made regarding this bid		
	a) Land line Telephone No.-		
	b) Mobile No. -		
	c) Fax No.-		
	d) E-mail -		
6	Proof of Office in Delhi NCR		
7	GST Registration		
8	PAN Registration		
9	Bank Account:		
10	Valid license issued under the Private Security Agencies (Regulation) Act 2005 and Rules framed there under or Directorate General of Resettlement (DGR).		
11.	Year wise annual turnover of the Firm/Agency during last three Financial years ending on 31/03/2020.	2017-18	
		2018-19	
		2019-20	
12.	Number of Orders executed during last three financial years ending on 31.03.2020 as under: Three similar completed works costing more than or equal to 40% of the estimated cost. or Two similar completed works costing more than or equal to 50% of the estimated cost. or One similar completed work costing more than or equal to 80% of the estimated cost.	<b>2017-18 to 2019-20</b>	
13.	Year wise manpower on bidders' payroll during last three financial years ending on 31.03.2020	2017-18	
		2018-19	
		2019-20	
14.	Number of successfully execution certificate/ letter from clients during last three financial years ending on 31.03.2020	2017-18	
		2018-19	
		2019-20	

Note:

- Similar works contract means supplying of Security/Watch & Ward/Fire Services.
- Upload all the documents /evidences in support of above.

(On the letter-head of Bidder)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that I/We have understood all the terms & conditions of the tender and abides by it. Further, I/We declare;

- b) that no criminal case or insolvency proceedings is pending against the (Name of Bidder) and no Employee or Officer or Partner or Director of the Bidder has been convicted of any criminal offence including moral turpitude, as per the laws of India and the Bidder has not been blacklisted by any Agency/Govt. Department/PSU/Banks/DGR, etc; and
- c) that UIDAI HQ building site has been visited and the (Name of Bidder) has understood all the requirements and shall abide by the same at all times.

Name, stamp & signature of authorized signatory

PROFORMA FOR FINANCIAL BID

DETAILS OF THE COMPREHENSIVE ANNUAL COSTS – RECURRING COSTS

Sl No.	Description of services required	No. of persons	Wages per day per personnel	Wages per calendar month per personnel (26*col 3)	EPF contribution @ 13% of col. 4 (ceiling Rs. 15000/-)	ESI contribution@3.25 of col 4 (ceiling Rs. 21000/-)	Total expenditure on offered wages per month Col (4+5+6)	Total expenditure on offered wages per Annum Col (7*12)	Agency/ Admin. Charges per Annum in %	Agency/ Admin. Charges per Annum in Rs. quoted % in col 9 of col 8)	Applicable GST. Charges in Rupees. {18% of Col (8+10)}	Total Annual Cost for deployment of Security & Safety personnel Col ((8+10+11)* Col 2)
	1	2	3	4	5	6	7	8	9	10	11	12
a.	Security Guards without Arms	21										
b.	Fire Guards	09										
c.	Fire Supervisors	03										
d.	Security Supervisors	01										
Grand Total (a12+b12+c12+d12)=												‘X’

- Note:
- Relieving charges will be paid extra for the deployed personnel over and above 26 days in a calendar month.
  - GST will be paid extra as applicable from time to time.
  - Gross Price quoted (Sum of all Services) as ‘X’ in the above table shall be considered in deciding ranking of the bidders.
  - EPF contributions are payable on maximum wage ceiling of Rs. 15000/-.
  - No ESI will be contributed for the personnel drawing monthly wages of Rs. 21000/- or above.
  - Agency charge/Administrative Charges including Training, Uniforms for (summer & winter) Accessories (Torch, mobile), Uniform maintenance, conveyance etc.

DRAFT SERVICE CONTRACT FORMAT

(To be printed on Rs.100.00 Non-Judicial Stamp Paper)

This “**Agreement**” is made at New Delhi on the \_\_\_\_\_ day of .....Two thousand Twenty One between CEO acting through Shri.....(Designation) .....- Unique Identification Authority of India (UIDAI), Head Quarter, Bangla Sahib Road, Behind Kali Mandir, Near Gole Market, New Delhi-110 001 (herein after called ‘UIDAI’ which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, authorized representatives and assigns) of the (First Part)

AND

M/s.....having its registered office at ..... through its \_\_\_\_\_, authorized vide \_\_\_\_\_ to enter and execute this Agreement (hereinafter called the ‘Service Provider’ which expression unless repugnant to the context or meaning thereof shall mean and include its successors, authorized representatives and permitted assigns etc. of the Second Part.

**WHEREAS** the ‘UIDAI’ is desirous to engage the ‘Service Provider’ for providing Watch & Ward and Fire Services for UIDAI, HQ, New Delhi on the terms and conditions stated below:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. The Service Provider shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all the statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc relating to personnel deployed in UIDAI HQ and UIDAI residential complex, New Delhi. The “Service Provider” will give proof of fulfilling statutory obligations. The ‘UIDAI’ shall have no liability in this regard.

2. The Service Provider shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it, at UIDAI HQ and UIDAI residential complex, New Delhi site. The ‘UIDAI’ shall have no liability in this regard.

3. The following documents shall be deemed to form and be read and constructed as part of this Agreement viz:

- a) Letter of Award/Acceptance of Service Contract
- b) General Terms and Conditions of the RFP.
- c) Notice Inviting Tender/RFP
- d) Bill of Quantities.

- e) Scope of Work.
  - f) Special Terms and Conditions of the RFP
  - g) Addendums, if any.
  - h) Any other additional terms & conditions forming part of the Service Contract.
- 4 . The Agreement can be terminated by giving three-month's notice by either Party.
- 5 . In case of non-compliance with the contract, the 'UIDAI' reserves its right to:
- a. Cancel/revoke the contract; and/or
  - b. Impose penalty upto 10% of the total annual value of contract.
- 6 . Security deposit equal to 3% of the Annual contract value with validity of 60 days beyond the contractual obligation, in the form of Bank Guarantee of Nationalized and Scheduled Commercial Banks authorized to do Govt. business (i.e. HDFC, ICICI and Axis Bank Ltd.) shall be furnished by the 'Service Provider' at the time of signing of the Agreement as per "Annexure-E".
- 7 . The 'Service Provider' shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in UIDAI latest by 7th day of each month.
- 8 . The deployed personnel by the 'Service Provider' will not claim to become the employees of UIDAI and there will be no Employee and Employer relationship between the personnel engaged by the 'Service Provider' for deployment in UIDAI HQ site.
- 9 . There would be no increase in rates payable to the 'Service Provider' during the contract period except reimbursement statutory obligations and applicable GST. The 'Service Provider' also agrees to comply with the General as well as Special Terms and Conditions & Scope of work and other conditions enumerated in Clause 4 above of the tender document and amendments thereto from time to time.
- 10 . The 'Service Provider' and deployed personnel shall keep confidential all information in connection with and related to UIDAI and shall not reveal the same to any third party. Any breach of confidentiality shall be a violation of the terms and conditions of this agreement.
- 11 . Decision of 'UIDAI' regarding interpretation of the Terms and Conditions and the Agreement shall be final and binding on the 'Service Provider'.
- 12 . The 'Service Provider' shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The 'Service Provider' shall keep 'UIDAI' fully indemnified against liability of tax, interest, penalty etc. of the 'Service Provider' in respect thereof, which may arise.
- 13 . The total value of agreement, including applicable taxes, for hiring of Watch & Ward and Fire services at UIDAI HQ will be \_\_\_\_\_ for a period of one year which will be effective from \_\_\_\_\_.
- 14 . The contract will be valid for a period of 12 months w.e.f. xx.xx.2021. However, UNIQUE IDENTIFICATION AUTHORITY OF INDIA (UIDAI) may extend the contract further with the consent of Service Provider subject to satisfactory performance and administrative convenience of UIDAI as per clause 3.3 of the tender document (Firm Prices).

IN WITNESS WHEREOF the Parties have set their respective hands the day and year first above Written.

<p>Signed by the duly authorized representative of the Service Provider</p> <p>Signature _____</p> <p>Name _____</p> <p>Title _____</p> <p>Date _____</p>	<p>Signed by the duly authorized representative of UIDAI</p> <p>Signature _____</p> <p>Name _____</p> <p>Title _____</p> <p>Date _____</p>
<p>Accepted on behalf of the Service Provider</p>	<p>Accepted on behalf of the UIDAI</p>
<p>Witness:</p>	<p>Witness:</p>

**PERFORMANCE BANK GUARANTEE**  
(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank  
Ref..... Bank Guarantee No.....

Date.....

To

The CEO  
Unique Identification Authority of India  
Ministry of Electronics & Information Technology, Govt. of India (GoI),  
Bangla Sahib Road, Behind Kali Mandir,  
New Delhi-110001

Dear Sir(s),

In consideration of the Unique Identification Authority of India, Ministry of Electronics & Information Technology, on behalf of the Chief Executive Officer, UIDAI, (hereinafter referred to as the ‘Owner’ which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at ..... (Hereinafter referred to as the “Service Provider” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Service Contract by issue of Notification of award No..... dated ..... and the same having been acknowledged by the Contractor, resulting in a Service Contract, bearing No..... dated.....valued at.....for “Selection of Watch & Ward and Fire Service Provider for UIDAI HQ” and the Service Provider have agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Service Contract not exceeding Rs. .... (In words & figures).

1. We.....(Name & Address of Bank Branch) having its Head office at .....

(hereinafter referred to as the ‘Bank’, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Service Provider merely on a demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Owner by reason of breach by the said Service Provider of any of the terms or conditions contained in the said Service Contract or by reason of the Service Provider’s failure to perform the said Service Contract. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference or dispute between the Owner and the Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.

2. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Service Contract by the Service Provider. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any

right which they might have against the Service Provider, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Service Contract between the Owner and the Service Provider or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

3. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Service Provider and notwithstanding any security or other guarantee the Owner may have in relation to the Service Provider's liabilities.

4. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider.

5. Notwithstanding anything contained hereinabove:

- a. Our liability under this guarantee is restricted to Rs. .... (In words & figures) being the 10% of the value of the contract/notification of award.
- b. This Bank Guarantee will be valid upto .....; and
- c. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before ...

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this.....day of.....20.....at.....

-----

(Signature)

-----

(Name)

-----

(Official Address)

-----

(Signature)

-----

(Name)

-----

(Designation with Bank Stamp)

Attorney as per power of

Attorney No. \_\_\_\_\_

Dated : \_\_\_\_\_

WITNESSES :

- 1.
- 2.

**BID-SECURITY DECLARATION**

(The Bidder shall fill in this Form in accordance with the instructions indicated on its letterhead)

Dated :.....

To

Dy. Director (Administration Division),  
4<sup>th</sup> floor, UIDAI Headquarter Building,  
Bangla Sahib Road, Behind Kali Mandir,  
Near Gole Market, New Delhi-110001

Ref: Tender document No. \_\_\_\_ dated \_\_\_\_\_

Sir/Madam,

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bid must be supported by a Bid Security Declaration.

I/ We accept that I/We may be disqualified from bidding for any contract with UIDAI for a period of 3 years from the date of opening of Bid, if I/We are in a breach of any obligation(s) under the bid conditions, because I/We:

- a) Have withdrawn/modified/amended, impairs or derogates from the tender; or
- b) After having been notified of the acceptance of our bid by the Competent Authority within the period of bid validity:
  - (i) Fail or refuse to furnish a Performance Security in accordance with the Conditions of the Tender Document of Tender No.....

OR

- (ii) Fail or withdraw or refuse to sign the contract
- I/We understand that this Bid-Security Declaration shall cease to be valid, if contract is not awarded to us, upon:

- Our receipt of your notification to us of the name of the successful bidder or
- Twenty –eight days after the expiration of the validity of our Bid or any extension to it

We are submitting this Bid Security Declaration in the name of M/s.....

Dated on --- day of

For and on behalf of M/s.

Address:

Signature

Name:

In the capacity of

(DULY AUTHORISED TO SIGN THE BID)