

Online-BID DOCUMENT

FOR

Providing Manpower Services in UIDAI (Headquarter at New Delhi and Regional Offices located at New Delhi, Hyderabad, Bengaluru, Mumbai, Lucknow, Chandigarh, Ranchi & Guwahati and Tech/Data Center at Bengaluru and Manesar)

RFP Number:A-12013/08/2013-Estt. (Vol II)

**UNIQUE IDENTIFICATION AUTHORITY OF INDIA,
Ministry of Electronics & Information Technology
New Delhi**

CHECK LIST

Check List of documents/supporting documents to be enclosed with the Bid

S. No.	Pre-Qualification Condition	Whether Enclosed (Y/N)
(i)	Registration Certificate under Companies Act;	
(ii)	Self Attested copy of the registration certificate of offices in Delhi/NCR	
(iii)	Self Attested Copies of certificate/documents giving evidence for providing manpower at New Delhi, Hyderabad, Bengaluru, Mumbai, Lucknow, Chandigarh, Ranchi, Guwahati and Manesar	
(iv)	Registration Certificate under Contract Labour (Regulation & Abolition) Act, 1972 ;	
(v)	Self Attested Copy of PAN card of the Agency (not of the individual);	
(vi)	Self Attested Copy of the IT return filed for the last three financial years by the Agencies (not by the individual);	
(vii)	Self Attested Copy of EPF registration certificates	
(viii)	Self Attested Copy of ESI registration certificates;	
(ix)	Self Attested Copy of the Service Tax registration certificate;	
(x)	Self Attested Copies of contracts awarded by the Central Government/ State Government/ PSUs/ Bank/reputed private firms	
(xi)	Certified copy of bank A/c for the last three years issued by the bank	
(xii)	Copy of the Turnover statement of last three years duly certified by CS	
(xiii)	Undertaking/certificate to the effect that it has not been blacklisted/no criminal cases pending against the entity by any Central or State PSU/ body / institution / corporation / establishment	
(xiv)	Completely Filled Proforma for Technical Bid	
(xv)	Declaration in the end of the document	

Check List of Annexure / Appendix to be enclosed in the Commercial Bid

S. No.	Description	Whether Enclosed (Y/N)
(i)	Signed and scanned copy of Bid Particulars	
(ii)	Signed and scanned copy of Commercial Bid Letter	

Price Bid:

Schedule of price bid in the form of BOQ_Manpower.xls

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SECTION I – Invitation to Bid

This invitation to online bid is for “Providing Manpower Services in UIDAI (Headquarters at Delhi and Regional Offices located at Delhi, Hyderabad, Bengaluru, Mumbai, Lucknow, Chandigarh, Ranchi & Guwahati and Tech/Data Center at Bengaluru and Manesar.)”

1. Bidders 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 **Section II** should be submitted online only 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 9**. Tenderer/Contractor is advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer 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. Not more than one tender shall be submitted by one bidder or bidders having business relationship. 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.
3. Bidder who downloaded the tender from the UIDAI website “www.uidai.gov.in” or 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 tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tendered is liable to be banned from doing business with UIDAI.
4. Intending bidders are advised to visit again UIDAI website “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.
5. The Hard Copy of original instruments in respect of cost of tender document, earnest money, original copy of affidavits, and credit facility certificate must be delivered to the address as mentioned in the Clause 9 of the Section I on or before bid opening date/time as mentioned in Critical Date Sheet. Bidder shall likely to be liable for legal action for non-submission of original payment instrument like DD etc., against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non refundable.
6. The bid shall be accepted under Two Bid System.

The bid shall be submitted online in two Packets separately viz,

- Part I –Tender Fee + EMD + Documents as per check list
- Part II - Schedule of price bid in the form of BOQ_Manpower.xls

All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. All the files to be submitted should be in **.PDF format except for the BOQ_Manpower which should be .xls format**.

7. The Earnest Money Deposit (EMD)/Bid Security Amount **Rs.40,00,000/- (Rupees Forty lakh only), refundable (without interest), should be necessarily accompanied with the Technical Bid** of the agency in the form of Demand Draft / Pay Order drawn in favor of “Unique Identification

Authority of India” and payable at New Delhi shall be **valid for 45 days beyond the validity of the Bid** failing which the tender shall be rejected summarily.

8. Bids will be opened as per date/time as mentioned in Critical Date Sheet. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated later.
9. The Technical bid shall be opened on the scheduled date and time as mentioned in the Critical Date Sheet in the conference room of office of **UIDAI, Third Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi 110001**, in the presence of the representatives of the Agency, if any, who wish to be present at the time of opening the tender.
10. The Financial Bid of only those bidders will be opened who are found technically qualified in terms of the conditions laid down in para 10 Section II of the RFP. The scheduled time and venue etc. of opening of Financial Bids will be communicated to technically qualified firms in due course.
11. Each page of the tender should be signed by the bidder or by his authorized signatories with seal of the agency.
12. It is to be ensured that the complete information as required by this office may be furnished by the bidders in the prescribed format. Formats submitted with incomplete information and not conforming to the requirements are liable to be rejected.
13. The UIDAI reserves the right to cancel all bids without assigning any reason.
14. Conditional bids shall not be considered and will be outrightly rejected in very first instance.
15. The Bid Document is not transferable.
16. The bid shall remain valid for a period of 180 days
17. The Bidder is required to pay **Rs. 1,000/- (Rupees One Thousand Only)** towards Bid Document 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 Scheduled Bank in favor of **“Unique Identification Authority of India”** and payable at **New Delhi. The Bid Document Fee is non-refundable.**

Note: The Purchaser shall not be responsible for non-receipt / non-delivery of the Bid documents due to any reason whatsoever.

Schedule for Invitation to Bid

- a) Name of the Purchaser:
The Chief Executive Officer,
Unique Identification Authority of India,
Ministry of Electronics & Information Technology,
3rd Floor, Tower-II, Jeevan Bharati Building,
Connaught Circus, New Delhi – 110001.

b) Name of the contact person for any clarification:

The Assistant Director General (Establishment)
Unique Identification Authority of India (UIDAI),
Ministry of Electronics & Information Technology,
2nd Floor, Tower-I, Jeevan Bharati Building,
Connaught Circus, New Delhi – 110001
E-mail –sureshdutt@uidai.gov.in

Important Dates:

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

CRITICAL DATE SHEET

Published Date	1st June 2017
Pre-Bid Meeting	6th June 2017 at 11 am
Submission of Clarification ,if any	7th June 2017
Clarification / corrigendum to be uploaded on the CPPP Portal	14th June 2017
Bid Submission Start Date	16th June 2017 at 10 am
Bid Submission End Date	27th June 2017 at 3 pm
Bid Opening Date	28th June 2017 at 3 pm

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>.

1. Registration

- a) 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.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) 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.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or 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.
- e) 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.
- f) 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. Searching for tender documents

- a) 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.
- b) 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.
- c) 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.

3. Preparation of bids

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) 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.
- c) 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.
- d) 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.

4. Submission of bids

- a) Bidder should log into 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.
- b) The bidder has to **digitally sign** and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- d) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- e) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid has been given as a standard BoQ_Manpower format with the tender document, the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ_Manpower file, open it and complete the white colored (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_Manpower file is found to be modified by the bidder, the bid will be rejected.
- f) 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.
- g) 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.
- h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i) Upon the successful and timely submission of bids (ie 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.
- j) 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.

5. Assistance to bidders

- a) 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.
- b) 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 1800 3070 2232. Foreign bidder can get help at +91-7878007972, +91-7878007973.

SECTION II- Instruction to Bidders

1. Online Bids Submission Process

The tender shall be submitted Online (complete in all respect) through <https://eprocure.gov.in/eprocure/app> in **two packets i.e. Two Bids (Technical bid and Financial bid)**, and bidder must follow the procedure as has been described.

The bid shall be submitted online in two Packets separately viz,

- Part I –Tender Fee + EMD + Documents as per check list
- Part II - Schedule of price bid in the form of BoQ_Manpower.xls

All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. All the files to be submitted should be in **.PDF format except for the BoQ_Manpower which should be .xls format**.

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

2. Bid Prices

The Financial Proposal/Commercial bid format as mentioned is also provided as BoQ_Manpower.xls along with this tender document at "<https://eprocure.gov.in/eprocure/app>". Bidders are advised to download this BoQ_Manpower.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify 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 EMD would be forfeited and bidder is liable to be banned from doing business with UIDAI.

3. Firm Prices

Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Bidder shall, therefore, indicate the prices enclosed with the Bid. The Bid Prices shall be indicated in Indian Rupees (INR) only.

The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should separately mention all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out.

4. 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.

5. Bid Security

- 1.The bid security is required to protect the UIDAI against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to point 6 of Clause 5 in section II .
- 2.The Bidder shall furnish, as part of its bid, a bid security of the amount mentioned in Clause 7 of Section I except those who are registered with the Central Purchase Organization, National Small

Industries Corporation (NSIC) or the concerned Ministry or Department

3. The bid security shall be denominated in Indian Rupees, and shall be in the form of Demand Draft / Pay Order drawn in favour of "Unique Identification Authority of India" and shall be **valid for 45 days beyond the validity of the Bid**.
4. Any bid not secured in accordance with the above two points will be rejected by the UIDAI as non responsive.
5. The successful Bidder's bid security will be discharged upon the Bidder executing the Contract, and furnishing the performance security.
6. The bid security may be forfeited:
 - a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or
 - b) In the case of a successful Bidder, if the Bidder fails;
 - i. to sign the Contract in accordance with the conditions mentioned in the document;
 - ii. to furnish performance security in accordance with the conditions mentioned in the document;

6. Period of Validity of Bids

Bids shall remain valid for 180 days after the last date of submission of bids prescribed by the UIDAI. A bid valid for a shorter period may be rejected by the UIDAI as non-responsive.

In exceptional circumstances, the UIDAI may ask the Bidder to extend the validity of the Bid. The validity of bid security provided above shall also be suitably extended. However, A Bidder will not be permitted to modify its bid.

7. Format and Signing of Bid

Tender bid must contain the name, office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures. A certificate from bidder's HR/ legal department must be enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of company.

Un-signed, un-stamped and without certificate for authorized person from bidder's HR / legal department bid shall not be accepted.

All pages of the bid being submitted **must be legible, signed and sequentially numbered** by the bidder irrespective of the nature of content of the documents before uploading. Ambiguous bids will be out-rightly rejected.

8. Address for Correspondence

The Bidder shall designate the official mailing address, place, and email to which all correspondence shall be sent by the UIDAI.

9. Opening of Bids by UIDAI

Online bids (complete in all respect) received along with Demand Draft/Pay Order of EMD (Physically) and Bid Document Fee will be opened as mentioned in the Clause 8 of Section I.

Bid received without EMD will be rejected straight way. EMD and Bid Document Fee must be submitted on or before the last date of submission of Bids as mentioned in the Clause 9 of Section I

A duly constituted committee will evaluate Eligibility Criteria of bidders.

The Bidders' names, modifications, bid withdrawals and the presence or absence of the requisite Bid

Security and such other details as the UIDAI, at its discretion, may consider appropriate will be announced at the bid opening.

10. Technical Qualification Criteria

The tendering manpower Agency must fulfill the following technical specifications in order to be eligible for technical evaluation of the bid:

- a) The agency should have PAN India presence with Registered Office or the Branch Office in Delhi/ New Delhi or in any of the Satellite Towns of Delhi and have also provided manpower in Delhi, Hyderabad, Bengaluru, Mumbai, Lucknow, Chandigarh, Ranchi and Guwahati. Self attested copy of the supporting document should be submitted.
- b) The Manpower Agency must have a minimum of 3 years experience in supplying of manpower to reputed private companies/ Public Sector Companies/Banks/Central and State Government Departments. Bidder shall provide attested copies of the supply order relating to supplying of manpower to Central Government/State Governments/ PSUs/Bank/reputed private firms for last 3 years.
- c) The Manpower Agency should have had a minimum annual turnover of Rs. 70 crore during last three years. Turnover should be from the manpower supply or related services. A copy of turnover statement duly certified by the CS must be enclosed with the tender document.
- d) The Agency should have its own Bank Account. Certified copy of the account for the last three years issued by the Bank shall be enclosed.
- e) The Agency (not individual) should have a PAN number. Certified copy of the PAN card shall be attached with the Bid document.
- f) The Agency should be registered with Service Tax departments. Certified copy of the registration shall be attached with the Bid document.
- g) The Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts. Certified copies of the registration with EPF and ESIC shall be enclosed with the tender document.
- h) The Agency must be registered under Contract Labour (Regulation & Abolition) Act 1972. Registration & License No. of the agency must be submitted along with the documents.
- i) The agency should not be blacklisted.
- j) The agency must have successfully completed at least three work orders of supply of at least 250 manpower during past five years. Ongoing assignment may also be considered if the commencement of service has started before 31st May 2016. Bidder needs to provide respective Work order and certificate from the client confirming supply of the manpower.

The tendering Agencies are required to enclose duly attested scanned copies of the documents mentioned in the Checklist along with the Technical Bid, failing which their bids shall be summarily/out rightly rejected and will not be considered any further:

11. Criteria for Evaluation of Bids

The bidder with lowest qualifying commercial bid (L1) will be awarded the work.

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

12. Clarification

When deemed necessary, the 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 price quoted.

13. 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.

14. Notification of Award

Prior to the expiration of the period of bid validity, the UIDAI will notify the successful Bidder in writing by registered letter or by fax or email, to be confirmed in writing by registered letter, that its bid has been accepted.

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

Upon the successful Bidder's furnishing of performance security, the UIDAI will promptly notify each unsuccessful Bidder and will discharge its bid security.

15. Signing of Contract

At the time the UIDAI notifies the successful Bidder that its bid has been accepted, the contract is to be signed within 15 days of notification.

16. Performance Security

Within **10 days** after the receipt of notification of award of the Contract from the Purchaser, the successful Vendor shall furnish performance security to the Purchaser, which shall be **6% of tender value** for UIDAI HQ in the form of A/C Payee Demand Draft or Bank Guarantee issued by a scheduled Bank or Fixed Deposit Receipt (FDR) made in the name of the Agency but hypothecated to the Unique Identification Authority of India, New Delhi covering the period of contract.

The performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of Vendor.

In case, the contract is further extended beyond the initial period, the performance security will have to be accordingly renewed by the successful bidder.

Failure of the successful Bidder to comply with the requirement mentioned above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the UIDAI may award the Contract to the next lowest evaluated Bidder or call for new bids.

17. Cost of Bid Document

The Bidder is required to pay **Rs. 1000/- (Rupees one Thousand Only)** towards Bid Document 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 Scheduled Bank in favor of “Unique Identification Authority of India ” and payable at **New Delhi. The Bid Document Fee is non-refundable.**

The Bidder shall bear all costs associated with the preparation and submission of its bids, including cost of presentation for the purposes of clarification of the bids, if so desired by the UIDAI. The UIDAI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

18. Earnest Money Deposit

1. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable, of **Rs. 40,00,000/- (Rupees Forty lakh only)** in the form of Demand Draft / Pay Order drawn in favour of Unique Identification Authority of India, New Delhi failing which the tender shall be rejected out rightly.
2. The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage)/ Financial Bid (Second competitive stage) shall be returned to them without any interest within 30 days of opening of the tender.
3. The successful Agency will be required to execute an agreement with UIDAI within the period specified in the award letter. In case the successful agency fails to enter into the agreement with UIDAI within the specified date mentioned in the award letter, the EMD deposited by such Agency shall stand forfeited without giving any further notice.

SECTION III - GENERAL CONDITIONS OF CONTRACT

1. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

2. Period of Contract

The contract will be initially for a period of one year which may be extended for a further period of two years on a year on year basis depending upon the manpower requirement and performance of the agency. The UIDAI, however, reserves the right to terminate/curtail the contract at any time after giving one week's notice to the selected service providing Agency owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc.

3. Payment

1. The contracting agency shall submit the monthly bills in triplicate enclosing the certificates as mentioned in succeeding paras which shall be got duly certified by the officer in-charge and the same shall be paid within 15 days thereof after making recovery if any.
2. The Tax Deduction at Source (T.D.S.) shall be made as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this office.
3. The contracting agency shall make regular and full payment of salaries and other payments as due to its personnel deputed under service contract and furnish necessary proof whenever required. The payment to personnel by the contracting agency would be made on or before 7th of every month along with the salary slip. In case 7th day being a holiday wages should be paid on the preceding working day of the month.
4. The contracting agency will ensure the remittance of the salary to the personnel deployed by them in

UIDAI through Bank Account and a copy of the bank statement will be furnished to this office every month along with the bills.

5. Proof of challan/receipt issued by Regional Provident Fund Commissioner etc. for the payment made towards applicable provident fund, ESIC and proof of payment towards other statutory dues for previous months shall be submitted with the bills. Otherwise, a certificate from a Registered CS should be furnished quarterly to the effect that all statutory requirements are complied with in respect of staff outsourced by the Agency to UIDAI. In case of any default, UIDAI will deduct the dues and release the balance amount to the Agency.
6. In case UIDAI receives any complaints regarding non-payment of salaries to the personnel deployed in UIDAI penalty according to the clause 4 of Section III will be imposed.
7. No Payment shall be made in advance to neither the Service Provider nor any loan from any bank or financial institution be recommended on the basis of work award.
8. The number of personnel at each level is also indicated the Schedule of Requirement. This is the tentative estimated requirement and for the purpose of evaluation of this Bid. However, the actual requirement may vary and decrease or increase at different points of time based on functional requirements.
9. The minimum approved rate to be paid on monthly basis to each of the personnel which is mandatorily required to be paid to the Agency is indicated below.

	<u>Multi Task Operator</u>	<u>Support Staff</u>	<u>Driver</u>
Basic	21000	15000	18000
Conveyance	1200	600	1200
Variable Pay	-Nil- at present. Variable component would be on account of cost of living and based on AICPI –IW index on a six monthly basis. The first variable component will be considered on an average increase in AICPI –IW index for the completed six monthly period (either January to June or July to December of one calendar year) over the corresponding index for the month in which Contract is executed and paid from subsequent month onwards as a percentage of fixed basic monthly remuneration (on Basic only). The subsequent six monthly increases will be additive to previous basic monthly average increase in AICPI-IW index. An illustration is also shown in Annexe 5.5.		

In any case the remuneration of the resources should not be less than the minimum wages notified by the NCT of Delhi/respective States.

4. Penalty

A penalty would be charged in the following cases

- i. Non-payment of salaries to the personnel deployed in UIDAI till 7th of the following months will invite a penalty of Rs. 1000/- per day per resource.
- ii. The delay in providing a substitute for the deployed manpower beyond five working days would attract a penalty @ Rs.1000 per day per resource on the service providing agency.

In addition to above deduction upto 10% of the performance security could also be considered by the Competent Authority on case to case basis.

5. General

- i. Estimation of manpower is tentative and for the purpose of Evaluation of this bid. However, the actual requirement may vary and decrease or increase at different points of time based on functional requirements.
- ii. The bidder will be bound by the details furnished by him / her to the UIDAI while submitting the bid or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him /her liable for legal action besides termination of contract.
- iii. UIDAI reserves the right to terminate the contract during the contractual period after giving a week's notice to the agency without assigning any reason.

6. Termination for Default

The UIDAI may, without prejudice to any other remedy for breach of contract, by 60 days prior written notice of default sent to the Vendor, terminate the Contract in whole or in part:

7. Termination for Insolvency

UIDAI, HQ may at any time terminate the Contract by giving written notice to the Service Provider, if he/she becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to UIDAI, HQ.

8. Applicable Law

The Contract shall be governed by and construed in accordance with the laws of India.

9. Notices

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 (iii) by facsimile or (iv) 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.

10. Liabilities, Control etc. of the persons deployed

- a) The contracting agency shall ensure that the individual manpower deployed in the UIDAI conforms to the technical specifications of age, educational and skill qualifications prescribed in Clause 1 of Section IV of the Tender Document and that the certification has been done after conducting the requisite skill test by the contracting agency. UIDAI reserves the right to conduct independently the requisite skill test through a third party agency. However, in case the resources deputed by the contracting agency fail to qualify the requisite skill test, the cost of conducting such test shall be recoverable from the contracting agency.
- b) The UIDAI is a Central Government office and has five working days (i.e. Monday to Friday) in a week from 0930 hrs to 1800 hrs with a lunch break of ½ hour from 13:30 hrs to 14:00 hrs. The employees will have two weekly days off. Besides this, the UIDAI also observes the Gazetted holidays notified by the Government of India from time to time. However, the work hours may be rescheduled on shift basis and the employees may have to report for work occasionally on

week end or holidays. No compensatory leave or allowance will be paid for these occasional duties.

- c) The contracting agency shall preserve the following documents in respect of the individual manpower who will be deployed by it in the UIDAI before the commencement of work and ensure their availability to UIDAI, in case, the need arises for the same
- i. List of persons deployed;
 - ii. Bio-data of the persons along with the certificates in respect of educational/ professional qualifications etc.
 - iii. Attested copy of matriculation certificate containing date of birth;
 - iv. Certificate of verification of antecedents of persons by local police authority.
 - v. Detailed proof of identity like Aadhaar number, driving license, bank account details, proof of residence and recent photograph of the personnel deployed by the agency in UIDAI.

The verification of educational documents and verification of antecedents with local police authorities in respect of deployed manpower is to be done by the contracting agency.

- d) The contracting agency shall ensure that the personnel deployed are medically fit. The Agency shall withdraw such employees who are not found medically suitable by the office immediately on receipt of such a request.
- e) The contracting agency shall provide Photo Identity Cards to all the outsourced employees and Uniforms to all Support Staff
- f) The contracting Agency shall be responsible for proper conduct of his personnel in UIDAI office premises. In case of any damage/ loss/theft etc. to the property of UIDAI which is caused by the personnel deployed by the agency, the agency will either be liable to make the loss on the basis of the value of the property as determined by UIDAI or the same could be recovered from the performance guarantee/ monthly payments due to the Agency.
- g) The contracting agency's personnel working should be polite, cordial, positive and efficient, while handling the assigned work. In case, the person employed by the Agency commits any act of omission/ commission that amounts to misconduct/ indiscipline/ incompetence, the successful Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the UIDAI.
- h) The contracting agency shall replace immediately any of its personnel who is found unacceptable to the UIDAI because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from the UIDAI.
- i) The personnel deputed to UIDAI shall not be changed by the agency in any circumstances unless there is a specific request for so from UIDAI in writing.
- j) The contracting agency shall nominate a Coordinator in HQ and ROs, who will be responsible for interaction with UIDAI in all matters related to staff outsourced by that Agency, including submission of bills, submission of certificates relating to statutory authorities/payments, providing replacements on time-bound basis, supply of additional manpower, if required, on emergent basis. The Coordinator will also be responsible for ensuring attendance of outsourced staff in HQ, ROs and Tech Centre/Data Centre.
- k) The contracting agency shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons.
- l) It will be the responsibility of the contracting agency to meet transportation, food, medical and any other requirements in respect of the persons deployed in the UIDAI and the UIDAI will have no liabilities in this regard.
- m) For all intents and purposes, the contracting agency shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the UIDAI. The persons deployed by the agency in the UIDAI shall not have claims of any Master and Servant relationship against UIDAI.
- n) The contracting agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. The UIDAI shall, in no way, be responsible for settlement

of such issues whatsoever.

- o) All the personnel employed by the selected bidder for this contract shall adhere to the security policy of UIDAI and should follow the policy of UIDAI in terms of software, configuration and services.
- p) The UIDAI shall not be responsible for any financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- q) The persons deployed by the contracting agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of the UIDAI during the currency or after expiry of the contract.
- r) In case of termination of this contract on its expiry or otherwise, the persons deployed by the contracting agency shall not be entitled to and will have no claim for any absorption in the regular/otherwise capacity in the UIDAI.

11. Subletting of Works

The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of UIDAI, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one bidder.

12. Legal

- 1. The contracting agency will be responsible for compliance of all statutory provisions including but not limited to Minimum Wages, Provident Fund, Employees State Insurance, Contract Labour etc. in respect of the persons deployed by it in the UIDAI.
- 2. The contracting agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to UIDAI to concerned tax collection authorities from time to time as per extant rules and regulations on the matter. In case, the contracting agency fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof the UIDAI is put to any loss/obligation, monetary or otherwise, the UIDAI will deduct the same from the monthly bills and or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- 3. The contracting agency shall maintain all statutory registers under the Law. The agency shall produce the same, on demand, to the concerned authority of the UIDAI or any other authority under Law.
- 4. The Tax Deduction at Source (T.D.S.) shall be made as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by the UIDAI.
- 5. The agreement shall be deemed to have been concluded in the National Capital Territory (NCT) of Delhi and all obligations hereunder shall be deemed to be located at the NCT of Delhi and Court within NCT of Delhi will have Jurisdiction to the exclusion of other courts.

13. Cancellation of Contract

The UIDAI, HQ reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the UIDAI on the following circumstances:

- 1. The bidder has made the misleading or false representations in the forms, statements, and attachments submitted in proof of the eligibility requirements.
- 2. The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- 3. The bidder goes into liquidation voluntarily or otherwise.
- 4. The progress regarding execution of the contract, made by the selected bidder is found to be

unsatisfactory.

5. If deductions on account of penalties exceeds more than 10% of the total contract price.
6. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the UIDAI reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make the additional expenditure, which the UIDAI may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
7. UIDAI reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.
8. Performance Security should be refunded to the Service Provider without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract.

14. Selection and Appointment of New Staff

The procedure to be followed by the service provider for selection and appointment of manpower is detailed as below:

As per the requirement the work order will be issued to the selected agency for providing the manpower

The contracting agency shall ensure that the individual manpower to be deployed in the UIDAI conforms to the technical specifications of educational and skill qualifications prescribed in Clause 1 of Section IV of the Tender Document.

The manpower is to be provided within 5 working days of the date of issue of the work order failing which the agency will attract a penalty of @ Rs.1000 per day per resource according to the Clause 4.

15. Force Majeure

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 security services at UIDAI, HQ extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

1. 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 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.
2. 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 warrantees shall be refunded to him.

3. 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.

SECTION IV - SCOPE OF WORK

Schedule of Requirement

The Unique Identification Authority of India (UIDAI) is inviting bids from reputed well established and financially sound Manpower Company/Firm/ Agency (hereinafter referred to as Agency) to provide manpower services for its Headquarters at Delhi and Regional Offices located at Delhi, Hyderabad, Bengaluru, Mumbai, Lucknow, Chandigarh, Ranchi & Guwahati and Tech/Data Center at Bengaluru & Manesar.

The initial requirement for manpower and job responsibilities associated with the position is detailed below which may increase or decrease depending upon the requirement during the contract period.

Position: **Multi Tasking Operators**

Location:

Sl. No.	Location	Number
1	HQ UIDAI	69
2	Bengaluru	38
3	Bengaluru Tech Center	39
4	Chandigarh	31
5	Delhi	45
6	Guwahati	9
7	Hyderabad	27
8	Lucknow	46
9	Data Center Manesar	2
10	Mumbai	59
11	Ranchi	33
	Total	398

Responsibilities:

1. Data entry into the computer
2. To check the quality of demographic data of resident enrolled under the Aadhaar programme
3. To check/identify the enrollment data for demographic de duplication
4. Routine office work like diary, dispatch, typing etc
5. To perform various support job duties/ clerical function for providing support to the higher and middle management of the organization
6. Any other work as assigned by superior authority from time to time

Mandatory Qualification and Skill:

1. Graduate in any discipline
2. Typing in English with a speed of 30 WPM or in Hindi with 25 WPM
3. A certificate of atleast 6 months of basic knowledge of computer i.e. MS Office, Word, Excel and Power Point from a recognised institute
4. Good communication skills

Desired Qualifications and Skills:

1. Knowledge of customer service principles and practices*
2. Proficiency in handling EPBAX System*

Age Criteria:

1. Between 18-35 years

Position: **Support Staff**

Location:

S.NO	Location	Number
1	HQ UIDAI	46
2	Bengaluru	5
3	Bengaluru Tech Center	8
4	Chandigarh	5
5	Delhi	5
6	Guwahati	3
7	Hyderabad	5
8	Lucknow	5
9	Data Center Manesar	3
10	Mumbai	5
11	Ranchi	5
Total		95

Responsibilities:

1. Physical maintenance of records of section
2. General cleanliness & upkeep of the section/unit; Dusting of furniture
3. Carrying of files and other papers within the building
4. Photocopying, sending fax
5. Assistance in routine office work like diary dispatch etc
6. Delivery of DAK
7. Facilitating provision of drinking water and tea for staff and officers
8. Any other work as assigned by superior authority from time to time

Mandatory Qualification and Skill:

1. Tenth/Matric Pass

Experience

1. One year experience in operating fax machine, photocopier, binding equipment, running messenger services (involving dairy receipt and dispatch of DAK).

Position: Driver

Location:

S.NO	Location	Number
1	HQ UIDAI	02

Responsibilities:

1. Ply the departmental vehicle
2. He will also maintain the log book of the vehicle properly and responsible for repair and maintenance of the vehicle from time to time
3. Keep the vehicle neat and clean

Mandatory Qualification and Skill:

1. Tenth/Matric Pass
2. Valid Commercial license for motor vehicle
3. Well conversant with traffic regulations in Delhi
4. Well conversant with roads and routes in Delhi and NCR and relevant security instructions
5. Knowledge of minor repair
6. Badge issued by RTO

Experience

1. Five years of experience in driving

SECTION V – Annexure and Appendices

Annexe 5.1 COMMERCIAL BID

BID PARTICULARS FOR Bid No. _____

1. Name of the Bidder _____
2. Address of the Bidder _____
3. Name of the Company _____
4. Address of the Company _____
5. Bidders Proposal Number and date _____
6. Name and address of the officer to whom
all references shall be made regarding
this bid _____
Tel. No. _____
Cell No. _____
Fax No. _____

Witness :

Signature -----

Name -----

Address -----

Date -----

Bidder :

Signature -----

Name -----

Address -----

Date -----

Company Seal

Annexe 5.2 Commercial Bid Letter

To

**The Assistant Director General (Establishment)
Unique Identification Authority of India (UIDAI),
2nd Floor, Tower-I,
Jeevan Bharati Building,
Connaught Circus,
New Delhi – 110001**

Ref : Bid No. _____

Sir,

We declare:

- (i) That we are authorized partners/ representative to make the bid.
 - (ii) That we/our principals are equipped with adequate resources required for providing comprehensive manpower services for the Unique Identification Authority of India.
2. We hereby offer to provide the Services at the prices and rates mentioned in the BOQ_Manpower.xls
 3. We enclose herewith the complete **Commercial Bid** as required by you. This includes:

S. NO.	CONTENTS
1.	Bid Particulars (Annexe 4.1)
2.	Commercial Bid Letter (Annexe 4.2)

4. We agree to abide by our offer for a period of **180 days** from the date fixed for the opening of the bids and that we shall remain bound by a communication of acceptance within that time.
5. We have agreed to abide by the General Terms & Conditions of the tender
6. Certified that the bidder is :
 - a) The Constituted attorney of the company and the person signing the bids is the constituted attorney of the Company.

OR

 - b) The Principal Officer or his duly Authorized Representative of the Company, and he has the authority to refer to arbitration disputes concerning the business of the Company by virtue of the general power of attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the tender document.)

7. Bid Security (**Earnest Money**), in original, for an amount equal to **Rs. 40,00,000/- (Rupees Forty lakh only)** is enclosed in the Cover containing **Pre-Qualifying Bid** in the form as specified in **the tender document**

8. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and placement of Letter of Intent awarding the Contract, shall constitute a binding contract between us.

Dated this day of 2017

Signature of the bidder

Name :

Full Address :

Telephone No :

Fax No :

Details of enclosures:

- 1.
- 2.

Annexe 5.3 PROFORMA FOR TECHNICAL BID

1	Name of Agency	
2	Profile of the agency	
3	Name of proprietor/Director of the Agency	
4	Full Address of Registered Office	
	a. Telephone No.	
	b. Fax No.	
	c. E-mail Address	
5	Full Address of Operating/Branch Office	
	a. Telephone No.	
	b. Fax No.	
	c. E-mail Address	
6	Banker of Agency with Full Address (Attach certified copy of Account for the last three years issued by the Bank)	
	Telephone number of Banker	
7	Registration No. of the Agency under the Companies Act	
8	Registration and Licence No. of the Agency under Contract Labour (Regulation and Abolition) Act, 1972 (Attach attested copy of the Registration)	
9	PAN No. of the Company (Attach attested copy of PAN card of the Agency)	
10	Service Tax Registration No. (Attach attested copy of the registration certificate)	
11	EPF Registration No. (Attach attested copy of the registration certificate)	
12	ESI Registration No. (Attach attested copy of the registration certificate)	
13	Financial turnover of the Agency for the last 3 Financial Years: (Copy of the IT return filed during last three financial years and Copy of the Turnover statement of last three years duly certified by CS to be attached).	
14	Number of Employees on the rolls of the Agency (Proof thereof may be enclosed)	
15	Declaration Regarding blacklisting	
16	Copy of work done and certificate regarding successful completion of 3 work orders of supply of 250 manpower	
17	Details of completed or ongoing major contracts with Central Government/State Governments/PSUs/Reputed Private Firms handled by the tendering Agency for providing manpower during the last	

	three years in the format mentioned in Table 1 (attested copies of the last five years work award may be enclosed):	
--	---	--

Table 1

Sl. No.	Details of client along-with address, telephone and FAX numbers	Amount of Contract (Rs. in Lacs)	Duration of Contract		Nature of Contract	
			From	To	Type of man power provided	No. of persons deployed
1.						
2.						
3.						
4						
5						

Signature of authorized person

Date:

Name:

Place:

Seal:

Annexe 5.4 PROFORMA FOR FINANCIAL BID

UIDAI has worked out and fixed the rate for personnel to be deployed against the various positions which the Agency is required to pay on a monthly basis to each of the personnel deployed in UIDAI during the contract period. The Agency is required to submit a price bid format attached in BoQ_Manpower.xls only.

The agency is required to quote only outsourcing management rate which represents administrative/management charges/ overheads/ other costs. The amount should include all applicable taxes that are required to be paid by the agency.

The outsourcing management rate is the additional amount over and above the monthly salary to the personnel as separately described in **Technical Requirement clause of Section IV of this document**

** The amount should be a fixed flat rate per personnel per month irrespective of the position in which the personnel shall be deployed.

Authorized Signatory _____

Name _____

Designation _____

Signature of authorized person

Date:

Full Name:

Place:

Seal:

Annexe 5.5 Illustration for calculation of Variable Pay

Illustration-I

Month of execution of Tender		June 2017 (Say)	
Basic Index of June 2017		250 (Say)	
Average Index of July-Dec 2017		275.5 (Say)	
Increase in %	=	$\frac{275.5-250}{250}$	= 10.2%
			= 10% (ignoring fraction)

Therefore Admissible variable pay from Jan-18 onwards = 10% on Basic Pay

Illustration-II

Illustration for subsequent increase

Average increase of Jan-18 - June – 18	=	290 (Say)	
Increase in %	=	$\frac{290-250}{250}$	= 16%
			= 16% (ignoring fraction)

Variable pay already released = 10% (as per illustration-I say)

Therefore Admissible component of variable pay from Jan-18 onwards = 6%

Total Variable Pay = 16% (from July-18 onwards)

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**Unique Identification Authority of India****Ministry of Electronics & Information Technology****3rd Floor, Tower II, Jeevan Bharti Building,****Connaught Circus, New Delhi-110001**

Dear Sirs,

1. 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 "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated and the same having been acknowledged by the Contractor, resulting in a Contract, bearing No..... dated.....valued at.....for **"Providing Manpower Services in UIDAI"** and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs. (in words & figures).
2. 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 Contractor 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 Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor 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.
3. 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 Contract by the Contractor. 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 Contractor, 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 Contract between the Owner and the Contractor 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.

4. 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 Contractor and notwithstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Service Provider(s).
6. Notwithstanding anything contained hereinabove:
 - (1) Our liability under this guarantee is restricted to Rs. (in words & figures) being the 6% of the value of the contract/notification of award.
 - (2) This Bank Guarantee will be valid upto; and
 - (3) 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 authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS

.....
(Signature)
.....
(Name)
.....
(Official Address)

.....
(Signature)
.....
(Name)
.....
(Designation with Bank Stamp)

Attorney as per Power of Attorney
No.....
Dated.....

DECLARATION

1. I, _____ Son/Daughter/Wife of Shri _____
Proprietor/Director/authorized signatory of the Agency mentioned above, is competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of Authorized person

Date:
Seal:

Full Name:
Place:

I. DOCUMENTS TO BE PRESERVED BY THE SUCCESSFUL AGENCY AND ENSURE THEIR AVAILABILITY TO UIDAI IN CASE THE NEED ARISES

1. Bio-data of all persons along with the supporting documents in respect of age/educational/professional qualifications etc.
2. Certificate of verification of antecedents of all persons by local police authority.
3. Detailed proof of identity like driving license, bank account details, proof of residence and recent photograph of the personnel deployed by the agency in UIDAI.

II. DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER

1. List of Manpower short listed by agency for deployment in UIDAI containing full details i.e. date of birth, marital status, address etc.
2. Letter indicating the name, designation and telephone number of the coordinator nominated by the agency.
3. Performance Security Deposit of _____ in the form of A/C Payee demand draft or bank guarantee issued by a reputed Bank or Fixed Deposit Receipt (FDR) made in the name of the Agency but hypothecated to "*Unique Identification Authority of India*", New Delhi covering the period of contract.