

**Online-BID DOCUMENT for  
Selection of Security Service Agency for providing  
Security at UIDAI, RO-Delhi**

15<sup>th</sup> December 2016

**UNIQUE IDENTIFICATION AUTHORITY OF INDIA  
REGIONAL OFFICE – DELHI  
Ministry of Electronics & Information Technology (MeitY)  
GOVERNMENT OF INDIA,  
NEW DELHI**

**CHECK LIST**

As a part of Online submission of the bid please check whether following have been enclosed in the respective packets, namely, Packet – 1 (**Pre-Qualification Bid, Technical Bid**) and Packet -2 (**Commercial Bid**):

**1. Check List of documents/supporting documents to be enclosed in the Bid(Packet-1, Part I)**

<b>S. No</b>	<b>Description</b>	<b>Whether Enclosed (Y/N)</b>
(i)	Signed and scanned copy of Bid Document Fee Demand Draft	
(ii)	Signed and scanned copy of Bid Security of the prescribed amount and validity	
(iii)	All the pages of the tender should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/ authorization to be enclosed.	
(iv)	The Bidder should have average annual turnover of <b>Rs. 10,00,000/- (Rupees Ten Lakhs)</b> in each of the financial year 2013-14, 2014-15 & 2015-16. Certified copies of audited financial statements alongwith their respective filed ITRs to be attached.	
(v)	The bidder should have a registered office/ Branch in Delhi/NCR. Supporting proof thereof to be attached.	
(vi)	Undertaking that no case is pending with the police against the Proprietor/ firm/ partner or the company and the company has not been blacklisted by any Agency/Govt. Deptt (Clause 18.2 (c)(ix)	
(vii)	Set up of the organization, clearly indicating details of managerial, supervisory and other staff AND number of muster roll staff available for performing this service	
(viii)	Signed and scanned copy of Registration Certificate of those bidders who are registered with Central Purchase Organization, National Small Industries Corporation (NSIC) or with Ministry of Electronics & Information Technology (MeitY)	
(ix)	Supporting proof if the company operates on All India Basis.	
(x)	Copy of valid licence issued under the Private Security Agencies (Regulation) Act, 2005, PF Registration, ESI Registration, Service Tax Registration and PAN Number	
(xi)	Experience Certificates, testimonials of providing Security Services of executing minimum three similar assignments in last three financial years ending 31.03.2016 in Govt./PSU with minimum value of Rs. 5 lakh only (Rupees Five Lakh only) for each such assignment in the format given under clause 20(vi). The bidder must attach copies of the previous or existing employers certificate & copy of award letters.	

**2. Check List of Annexure / Appendix to be enclosed in the Technical Bid(Packet-1, Part II)**

<b>S. No.</b>	<b>Description</b>	<b>Whether Enclosed (Y/N)</b>
(i)	Signed and scanned copy of PARTICULARS OF REQUIREMENT (Annexe 4.1.1)	
(ii)	Signed and scanned copy of TECHNICAL BID Particular (Annexe 4.1.2)	
(iii)	Signed and scanned copy of Technical Bid Letter (Annexe 4.1.3)	
(iv)	Un-priced Commercial Bid (please refer to Clause 18.2(a) Section II)	

**Important Note:**

- a) The Annexures and other supporting documents as per the above list in 1 & 2 shall be placed in the Packet-I, Part 1 and Part 2 as explained in Clause 1 of Section II.

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

<b>S. No.</b>	<b>Description</b>	<b>Whether Enclosed (Y/N)</b>
(i)	Signed and scanned copy of Bid Particulars (Annexe 4.2.1)	
(ii)	Signed and scanned copy of Commercial Bid Letter (Annexe 4.2.2)	
(iii)	Signed and scanned copy of Details of comprehensive Annual (Recurring) costs - (Annexe 4.2.3)	
(iv)	<b>Price Bid:</b> Schedule of price bid in the form of BOQ_SECURITY.xls (This can be downloaded during online submission and to be submitted online itself).	

**Important Note:**

- a) The Annexures supporting the above list shall be placed in the Packet-2 as explained in Clause 1 of Section II.

4. Check-lists (as in point 1, 2 & 3 above) should be duly filled with Y/N, signed and scanned and should be made part of the Packet-1, so that it is clear that all the expected documents are enclosed.

## SECTION I – Invitation to Bid

This invitation to online bid is for “Selection of suitable Security Service Agency for providing security at Unique Identification Authority of India Regional Office, Delhi.

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 **Clause 1 of Section II** 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 9**. Tenderer/Contractor are 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. Tenderer who has 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 tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI.
4. Intending bidders are advised to visit again 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.
5. The Hard Copy of original instruments in respect of cost of tender document and earnest money 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. Tenderer 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. Bids will be opened as per date/time as mentioned in the Clause 9. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated later.
7. All Bids must be accompanied by an **EMD (Earnest Money Deposit) / Bid Security of amount of Rs. 30,000/- (Rupees Thirty Thousand only)**, in the form of Demand Draft **in favour of “PAO, UIDAI”** drawn on any Nationalized Bank/ Scheduled Commercial Bank and payable at New Delhi, except those bidders who are registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or with the Ministry of Electronics and Information Technology (MeitY).

8. The Bid Document is not transferable.

9. **Schedule for Invitation to Bid**

a) Name of the Purchaser:

**The President of India acting through the Deputy Director General,  
Unique Identification Authority of India,  
Ministry of Electronics & Information Technology, Govt. of India (GoI),  
Regional Office-Delhi, Ground Floor Pragati Maidan Metro Station,  
Pragati Maidan, New Delhi – 110001.**

b) Addressee and Address:

**The Assistant Director General  
Unique Identification Authority of India (UIDAI),  
Ministry of Electronics & Information Technology, Govt. of India (GoI),  
Regional Office-Delhi, Ground Floor Pragati Maidan Metro Station,  
Pragati Maidan, New Delhi – 110001.**

c) Name of the Contact Person for any clarification :

**Shri A.K. Sharma,  
Section Officer (Admn),  
Unique Identification Authority of India (UIDAI),  
Ministry of Electronics & Information Technology, Govt. of India (GoI),  
Regional Office-Delhi, Ground Floor Pragati Maidan Metro Station,  
Pragati Maidan, New Delhi – 110001.**

**Queries should be submitted via E-mail and followed by paper copy by post  
E-mail – [ashok.sharma@uidai.net.in](mailto:ashok.sharma@uidai.net.in)**

d) **Important Dates :**

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

**CRITICAL DATE SHEET**

<b>Published Date</b>	T or 15 <sup>th</sup> Dec 2016 at 1100 hrs
<b>Pre-Bid Meeting</b>	T+6 or 21 <sup>st</sup> Dec 2016 at 1500 hrs
<b>Submission of Clarification, if any</b>	T+11 or 26 <sup>th</sup> Dec 2016 on or before 1600 hrs
<b>Clarification / corrigendum to be uploaded on the CPPP Portal</b>	T+17 or 2 <sup>nd</sup> Jan 2017 at 1730 hrs
<b>Bid Submission Start Date</b>	T+18 or 3 <sup>rd</sup> Jan 2017 at 1100 hrs
<b>Bid Submission End Date</b>	T+25 or 10 <sup>th</sup> Jan 2017 at 1000 hrs
<b>Technical Bid Opening Date</b>	T+26 or 11 <sup>th</sup> Jan 2017 at 1500 hrs
<b>Financial Bid Opening Date</b>	Will be communicated later.

10. The Bidder is required to pay **Rs. 100/-** (Rupees One Hundred 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 Nationalised Bank/ Scheduled Commercial Bank in favor of “**PAO, UIDAI**” and payable at **New Delhi. The Bid Document Fee is non-refundable.** Bid Document Fee is not required from those bidders who are registered with the National Small Industries Corporation (NSIC).

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

## **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>.

### **i. Registration**

- 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) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 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.
- 4) 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.
- 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.
- 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.

### **ii. Searching for tender documents**

- 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) 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.

- 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.

**iii. Preparation of bids**

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

**iv. Submission of bids**

- 1) 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.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) 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.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided 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 white 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.
- 6) 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.
  - 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.
  - 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
  - 9) 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.
  - 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.

**v. Assistance to bidders**

- 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) 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

- 1.1 The tender shall be submitted Online (complete in all respect) must be uploaded on <https://eprocure.gov.in/eprocure/app> in **two packets i.e. Two Bid system (technical bid and price bid)**, and bidder must follow the procedure as detailed in the Clause 11 of Section I.
- 1.2 The bid shall be submitted online, the Signed and Scanned copy of all the required documents in –
- A.) **Packet-1** having 2 parts, viz.,
- Part I – Tender Fee + EMD + Checklist with Y/N as mentioned in CHECK LIST section for point 1,2 & 3 + Documents as per check list
  - Part II - Technical Bid Submission (All the required supporting as well as Annexure as mentioned in CHECK LIST section )
- B.) **Packet-2** having viz.,
- Financial Bid Submission (All the required supporting as well as Annexure as mentioned in CHECK LIST section)
  - Schedule of price bid in the form of BOQ\_SECURITY.xls
- 1.3 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 mentioned below should be in **.PDF format except for the BoQ which should be .xls format**.
- 1.4 The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.
- 1.5 Original Instruments for EMD (as per Bank Guarantee Format in Appendix E) and Demand Draft for Tender Fee **must be submitted on or before the last date of submission of Bids to the address, date and time as mentioned in the Clause 9 (c) and (d) of Section I.**

### 2 Bid Prices

- 2.1 The Financial Proposal/Commercial bid format as mentioned in **Annexe 4.2.3 of Section IV** is also provided as BOQ\_SECURITY.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ\_SECURITY.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, bid will be rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI.
- 2.2 In the absence of the above information, as requested in Clause 2.1, a bid may be considered incomplete and summarily rejected.
- 2.3 The Bidder shall prepare the bid based on details provided in the Bid documents. Bidder shall carry out the detailed study of the facilities in accordance with the requirements of the Bid document and it

shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document.

### **3 Firm Prices**

- 3.1 Prices quoted must be firm and final. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government. The Bidder shall, therefore, indicate the prices in **Annexure 4.2.3 of Section IV** enclosed with the Bid. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- 3.2 The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include 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. Such charges should be shown separately in Annexure 4.2.3 of Section IV. Prices quoted in the **Annexure 4.2.3 of Section IV** and BOQ\_SECURITY.xls should be same and in case of any deviation in BOQ\_SECURITY.xls will be considered and UIDAI (RO-Delhi), at its discretion, may ask for clarification with respect to taxes, duties, fees, levies, works contract tax and other charges.

### **4 Discount**

- 4.1 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**

- 5.1 The Bidder shall furnish, as part of its bid, a bid security of the amount mentioned in Clause 7 of Section I.
- 5.2 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 Clause 5.7.
- 5.3 The bid security shall be denominated in Indian Rupees, and shall be in the form of Demand Draft **in favour of "PAO, UIDAI"** drawn on any Nationalized Bank/ Scheduled Commercial Bank and payable at New Delhi and shall be **valid for 45 days beyond the validity of the Bid**.
- 5.4 Bidders who are registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or with the Ministry of Electronics and Information Technology (MeitY) are exempted from furnishing of bid security. Any bid not secured in accordance with Clauses 5.1 and 5.3 will be rejected by the UIDAI as non-responsive.
- 5.5 Unsuccessful Bidder's bid security will be discharged/ returned as promptly as possible but not later than 60 days after award of contract to the selected bidder.
- 5.6 The EMD deposited by successful agency will be adjusted towards Security deposit as demanded above. If the successful bidder fails to furnish the difference amount between Security Deposit and

EMD within 15 (fifteen) days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited unless time extension has been granted by UIDAI, RO, Delhi.

5.7 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 Clause 16;
  - (ii) to furnish performance security in accordance with Clause 17.
  - (iii) To undertake the work or fails to comply with any of the terms and conditions of the contract

## **6 Period of Validity of Bids**

- 6.1 Bids shall remain valid for 90 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.
- 6.2 In exceptional circumstances, the UIDAI may ask the Bidder to extend the validity of the Bid. The validity of bid security provided under Clause 5 shall also be suitably extended. However, A Bidder will not be permitted to modify its bid.

## **7 Format and Signing of Bid**

- 7.1 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.
- 7.2 **Un-signed, un-stamped and without certificate for authorized person from bidder's HR / legal department bid shall not be accepted.**
- 7.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 7.4 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 Terms and Conditions of Bidders**

- 8.1 Printed terms and conditions (General Conditions) of the Bidders will not be considered as forming part of their Bids.

## **9 Address for Correspondence**

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

## **10 Opening of Bids by UIDAI**

- 10.1 Online bids (complete in all respect) received along with Demand Draft towards Tender Document Fee and EMD (Physically) will be opened as mentioned in the Clause 9 of Section I. Bid received without EMD will be rejected straight way. EMD and Tender Fee original instrument must be submitted to the address as mentioned in the Clause 9 (c) of Section I on or before the last date of submission of Bids as per Clause 9 (d) of Section I.
- 10.2 A duly constituted committee will evaluate Eligibility Criteria of bidders.
- 10.3 Bids of only eligible and technically qualified bidders will be taken up for further evaluation.
- 10.3 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.

## **11 Criteria for Evaluation of Bids**

- 11.1 To meet the UIDAI's requirements, as spelt out in the Bid Document, the selected Bidder must have the requisite experience for security services at the aforementioned location sought by the UIDAI. Any time during the process of evaluation the UIDAI may seek specific clarifications from any or all Bidders.

### **11.2 Phase I: Evaluation of Technical Bids**

Technical Bids will be opened as per the date and time mentioned in the Critical date sheet. A detailed analysis will be subsequently carried out by the UIDAI. In this phase, the Technical Bids will be reviewed for compliance of the Bid requirements with reference to the responses to the **eligibility criteria and Schedule of Requirement**. Technical Bids which meet the above mentioned criteria will be eligible for consideration in the subsequent rounds. If required, the UIDAI may seek specific clarifications from any or all Bidder(s) at this stage. The UIDAI shall determine the Bidders that qualify for the next phase after reviewing the clarifications provided by the Bidder(s).

### **11.3 Phase II: Evaluation of Commercial Bids**

In this phase, the Commercial Bids of the Bidders, who are technically qualified in Phase I, shall be opened. The bidder with lowest qualifying commercial bid (L1) will be awarded the work.

- 11.4 Evaluation of the bid will be online and offline both, and comments of the offline committee will be uploaded as per the online process.
- 11.5 . 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 will not be considered

## **12 UIDAI's Right to Vary Scope of Contract at the time of Award**

- 12.1 The UIDAI may at any time, by a written order given to the Bidder pursuant to **Clause 2 of Section III – General Conditions of Contract**, make changes within the general scope of the Contract.

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

- 13.1 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 Clarification**

- 14.1 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.

## **15 Notification of Award**

- 15.1 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.
- 15.2 The notification of award will constitute the formation of the Contract.
- 15.3 Upon the successful Bidder's furnishing of performance security pursuant to Clause 17, the UIDAI will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 5.

## **16 Signing of Contract**

- 16.1 At the same time as the UIDAI notifies the successful Bidder that its bid has been accepted, the UIDAI will send the Bidder the Contract Form (**Appendix A of Section VI** provided in the Bid Document, incorporating all agreements between the parties).
- 16.2 Within **15 days** of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the UIDAI.

## **17 Performance Security**

- 17.1 Within **10 days** of the receipt of notification of award from the UIDAI, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Contract Performance Guarantee Bond prescribed at **Appendix B of Section VI**.

- 17.2 Failure of the successful Bidder to comply with the requirement of Clause 17 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.

## 18 Rejection Criteria

### 18.1 Technical Rejection Criteria

The following vital technical conditions should be strictly complied with failing which the bid will be rejected:

- The Bidder shall be deemed to have complied with all clauses in the Bid document under all the sections/chapters of the Bidding document, including Bid Evaluation Criteria (BEC), Schedule of Requirements, and General Terms and Conditions of Contract unless otherwise stated in the deviation statement. Evaluation will be carried out on the information available in the bid.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Bidding Process.
- Any conditional bid or bid with any deviation will not be accepted.

### 18.2 Commercial Rejection Criteria

The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.

- a. Bid should be submitted in Two Bid systems in two packets. The Pre-Qualification Bid and Technical Bid shall **contain no prices or commercial bid details**. However a blank copy of the commercial bid (i.e Annexure 4.2.3) should be enclosed with the Technical Bid with the price column of the **price bid format blanked out**. A tick mark (√) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Commercial bid. **Offers with Technical Bid containing prices shall be rejected outright.**
- b. Offers of following kinds will be rejected:
  - i. Offers made without Bid Security/Bank Guarantee along with the offer.
  - ii. Offers made through Email.
  - iii. Offers which do not confirm unconditional validity of the bid for 90 days from the date of opening of bid.
  - iv. Offers where prices are not firm during the entire duration of the contract and / or with any qualifications.
  - v. Offers which do not conform to UIDAI's price bid format.
  - vi. Any other criteria which UIDAI seems fit to reject.
  - vii. Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected.

- viii. Ambiguous and Duplicated bids will be out rightly rejected.
  - ix. Any alteration / overwriting / cutting in the bid should be duly countersigned else it will be out rightly rejected.
  - x. Bid received **without EMD and Tender Fee will be rejected** straight way and also EMD not meeting above deadlines will not be accepted and their uploaded bid will be rejected.
- c. Any conditional bid will not be accepted.

## 19 Cost of Bid Document

- 19.1 The Bidder is required to pay **Rs. 100/- (Rupees One Hundred 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 Nationalized Bank/ Scheduled Commercial Bank in favor of **“PAO, UIDAI”** and payable at New Delhi. **The Bid Document Fee is non-refundable.** Bid Document Fee is not required from those bidders who are registered with the National Small Industries Corporation (NSIC).
- 19.2 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.

## 20 Conditions for Pre-Qualification of Bidders

- 20.1 For the purpose of pre-qualification of Bidders, the Bidder should enclose in their Pre-Qualification Bid (to be submitted online as part of **Packet-1 Part-1** of the online submission process), statement of qualification on following parameters, duly supported by necessary documentary evidences, as applicable:
- i. Bid Document Fee Demand Draft (in original)
  - ii. Bid Security (in original) of the prescribed amount and validity
  - iii. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted and must possess the valid licence under the Private Security Agencies (Regulation) Act 2005. Supporting document in this regard to be submitted.
  - iv. The bidder should not have been **blacklisted** / under a declaration of ineligibility for corrupt and fraudulent practices with any of the departments of the Central, State Governments and PSUs. Undertaking from bidder in this regard to be submitted.
  - v. Bidder should have valid license to carry out the business of private security agency issued under the Private Security Agencies (Regulation) Act 2005, PF Registration, ESI Registration, Service Tax Registration Number and PAN Number.

- vi. The Bidder is required to attach experience certificates, testimonials of providing Security Services of executing minimum three similar assignments in last 03 Financial years ending 31.03.2016 in Govt/PSU with minimum value of Rs. 5 lakh (Rupees Five lakh only) for each such assignment in the following format. The bidder must attach copies of the previous or existing employers certificate & copy of award letters

Sl. No.	Name of organization with complete address & telephone numbers to whom services provided	From	To	Contracted Amount (Rs. Per month)	Reason for Termination
---------	--	------	----	-----------------------------------	------------------------

- vii. The Bidder should have minimum annual turnover of Rs. 10,00,000/- (Rupees Ten Lakh) in each of the financial year i.e 2013-14, 2014-15 & 2015-16. Certified copies of audited financial statements certified by CA along with their respective filed ITRs may be attached.
- viii. The bidder should have a registered office/Branch in Delhi/NCR. Supporting proof thereof should also be attached in the Technical Bid.
- ix. The bidder shall submit an undertaking that no case is pending with the police against the Proprietor/ firm/partner or the Company (Agency) and the Company has not been BLACKLISTED by any Agency/Govt. Deptt. OR

Convictions in the past against the Company / Firm / Partner are indicated as under:-

- a.
- b.
- x. The Bidder should submit set up of the organization, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this service
- xi. All the pages of the tender should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/ authorization for signing the bid documents may be enclosed along with tender.
- xii. 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).
- xiii. The bidder will attach the supporting proof if the company operates on All India Basis.
- xiv. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:
- (a) Valid licence issued under the Private Security Agencies (Regulation) Act 2005.
- (b) PF Registration.
- (c) ESI Registration.
- (d) Service Tax Registration.



20.2 The bidder shall submit the details of outstanding litigation and /or arbitration cases with Government Department/ Authorities etc. and details of criminal cases filed against the bidder, details thereof may be provided.

## **21 Revelation of Prices**

21.1 Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be **rejected**.

### **SECTION III GENERAL CONDITIONS OF CONTRACT**

1. The security services and provision for the required manpower shall be as under:-

**UIDAI, Regional Office : 06 Security Guards**  
**Pragati Maidan Metro Station**  
**Pragati Maidan, Delhi**

2. The initial period of contract shall be 12 months from the date of award of contract which may be extended by 2 years, one year at a time depending on performance of the agency and at discretion of Deputy Director General , UIDAI RO-Delhi

3. However, the above number and arrangement of deployment of the Security personnel is without prejudice to the right of Deputy Director General, UIDAI, RO, Delhi to deploy the security personnel in any other number or manner considered to be more suitable in the interest of the UIDAI, RO-Delhi.

4. The full particulars of the personnel to be deployed by the agency including their names and addresses, shall be furnished to UIDAI along with testimonials before they are actually deployed for the job.

5. The agency shall not deploy or shall discontinue deploying the person(s), if so desired by the Deputy Director General, UIDAI at any time without assigning any reason whatsoever.

6. A local representative of Agency shall be In-charge of the security system and shall be responsible for the efficient rendering of the service under the contract. The security personal shall be equipped with latest communication systems/mobile. Night Guards shall be equipped with proper protection and lighting devices. While working at the premises of UIDAI, RO, Delhi they shall work under directives and guidance of Deputy Director General, UIDAI, RO, Delhi and will be answerable to RO-Delhi. This will, however, not diminish in any way, the agency's responsibility under contract to the UIDAI.

7. The agency shall deploy security guards trained in all facets of security work, including fire fighting. The Agency shall provide necessary undertaking and documentary evidence in this regard.

8. The visitors shall be regulated as per instructions of the Deputy Director General, UIDAI, RO-Delhi procedure and records thereof maintained as stipulated. Further, the visitors shall be attended with due courtesy.

9. The Security Guard must be having good physique, smart and pleasant personality. The job work of the Agency shall be as under:-

- i) Putting in place the checking mechanism for the visitor and the staff of the RO, Delhi as per the directions of the DDG, RO-Delhi.
- ii) Checking and making a record of the inventory items coming in and going out of

the premises(having gate pass/with proper permission)

- iii) Frisking of personnel entering and leaving the premises.
- iv) Proper recording of entry in register kept for the visitors.

10. A senior level representative of the Agency shall visit UIDAI, RO-Delhi premises at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the UIDAI officer dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.

11. The Agency shall ensure that any replacement of the personnel, as required by UIDAI for any reason specified or otherwise, shall be effected promptly without any additional cost to the UIDAI, RO-Delhi. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the Deputy Director General, UIDAI, RO, Delhi at Agency's own cost.

12. The Agency shall provide good uniform as mutually decided with name badges to its personnel deployed at UIDAI, RO-Delhi site at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The incidentals, such as, belt, shoes, socks, caps, torch with cell, cane stick, etc shall be borne/supplied by the Agency at its cost.

13. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the UIDAI/Govt. of India/any State or any Union Territory.

14. The contractor shall submit an undertaking that all its deployed personnel have appropriate behavioural and communication training including ability to understand and converse in Hindi & basic English. Such training must be repeated every 6 months during the currency of the contract.

15. The performance will be reviewed periodically with a view to improve the overall security.

16. The character antecedents of all the personnel/guards deployed should verified by the police and police verification report should not be more than 3 months old. The personnel should possess valid ID Cards issued by the Agency and valid Aadhaar Card/voter ID card/Driving licence.

17. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the concerned UIDAI officials. Proposals for efficient functioning of the security systems shall be discussed, considered and implemented from time to time by the agency with approval of Deputy Director General, UIDAI, RO-Delhi.

18. The agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at UIDAI, RO-Delhi site or for any accident caused to them shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the DDO, UIDAI, RO, Delhi for whatever reason. The Agency shall also pay the wages to the Guards through their bank account and invariably furnish the records of payments etc. in a systematic way on monthly basis. The Agency shall also be responsible for the insurance of its personnel. The security agency shall specifically ensure compliance all applicable Laws/Acts, but not limited to with the following and their re-enactments/amendments/modifications:-

- (a) The Payment of Wages Act 1936

- (b) The Employees Provident Fund Act, 1952
- (c) The Factory Act, 1948
- (d) The Contract Labour (Regulation) Act, 1970
- (e) The Payment of Bonus Act, 1965
- (f) The Payment of Gratuity Act, 1972
- (g) The Employees State Insurance Act, 1948
- (h) The Employment of Children Act, 1938
- (i) The Motor Vehicle Act, 1988
- (j) Minimum Wages Act, 1948

19. The details of payments relating to EPF/PF/ESI such as challans, returns etc. shall be submitted alongwith the bill clearly indicating the employee code/ESI/EPF/PF A/c No as a token of proof that these provisions have been complied and no liability on this count remains unpaid. The contractor shall pay to the deployed security personnel either electronically or through account payee cheques and the details of the same may be provided along with the monthly bills.

20. The Agency will ensure that there is no loss of Govt. property or theft occur at UIDAI RO-Delhi office Premises. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to Deputy Director General, UIDAI, RO, Delhi and maintain liaison with the police. FIR will be lodged by UIDAI wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.

21. UIDAI RO-Delhi reserves the right to impose Penalty in following cases:-

- a) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the Department and the same shall be deducted from the contractor's bills.
- b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty shall be levied.
- c) The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), failing which invites a penalty of Rs.500/- each occasions and habitual offenders in this regard shall be removed from the Department. The penalty on this account shall be deducted from the Contractor's bills.
- d) In case any public complaint is received attributable to misconduct/misbehaviour of contractor's personnel, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill.
- e) In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, the penalty

will be as detailed below:-

- i) 20% of cost of order/agreement per week, upto four weeks delays.
  - ii) After four weeks delay Principal Employer reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably from other contractor(s) registered with DGR and then from open market or with other agencies if DGR registered agencies are not in a position to provide such Contractor(s). The difference if any will be recovered from the defaulter contractor and also shall be black listed for a period of 4 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted
22. The agency shall arrange to maintain at the security desk/booth, the daily shift-wise attendance record of the security personnel deployed by it showing their arrival and departure time. The Agency shall submit to UIDAI, RO-Delhi, an attested photocopy of the attendance record and enclose the same with the monthly bill.
23. The UIDAI shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
24. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government.
25. TDS as applicable shall be deducted from the bill
26. The Security personnel deployed by the agency shall have at least the minimum elementary knowledge of reading and writing so as to be able to make entries in the registers kept at the security desk/booth whenever required and also to write their names in the attendance register and mark their arrival and departure by signing in the register.
27. In case of non-compliance/non-performance of the services according the terms 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.
28. The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify UIDAI against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment / work in UIDAI premises/facility.
29. The agency and security personnel appointed 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.
30. The character/antecedents of security personnel should be verified by the Agency from the Local Police before deploying them and the certificate will be produced by the Agency to R.O. Delhi.
31. The details of wages, EPF, ESI, Bonus etc. Paid to the Guard may be intimated to UIDAI on monthly basis.
32. The decision of Deputy Director General, UIDAI, RO-Delhi in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
33. In case of any dispute between the Agency and UIDAI, Deputy Director General, UIDAI, RO-Delhi shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at

Delhi

34. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a sole Arbitrator to be appointed by UIDAI. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.

35. Any violation of instructions /agreement or suppression of facts will attract cancellation of agreement without any reference.

36. An agreement shall be signed with the successful bidder as per specimen enclosed.

**Note:** These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between 'Client' (**First Part**) and the 'Agency' (**Second Part**) and any non-compliance shall be deemed as breach of the Contract/Agreement.

**SECTION IV - CONTENTS OF BIDS**

**Annexe 4.1.1                      PARTICULARS OF REQUIREMENT**

Sl. No.	Description of services required	Quantity
1	Security Guards (unskilled manpower)	Round the clock in 3 shifts  (total 06 security guards)

**Signature of Bidder**

**Date**

**Place**

**Annexe 4.1.2**

**A. TECHNICAL 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. Name and address of the officer to whom  
all references shall be made regarding  
this bid \_\_\_\_\_

Tel. No. \_\_\_\_\_

Cell No. \_\_\_\_\_

Fax No. \_\_\_\_\_

E-mail. \_\_\_\_\_

**Bidder :**

Signature -----

Name -----

Address -----

Date -----

**Company Seal**

**Annexe 4.1.3**

**Technical Bid Letter**

To

**The Deputy Director General  
Unique Identification Authority of India (UIDAI)  
Regional Office-Delhi, Ground Floor Pragati Maidan Metro Station,  
Pragati Maidan, New Delhi – 110001**

Ref : Bid No. \_\_\_\_\_

Sir,

We declare:

- (i) That we are equipped with supplying adequate manpower for providing security services to the Unique Identification Authority of India, Regional Office Delhi.
2. We enclose herewith the complete **Technical Bid** as required by you. This includes **Section IV** comprising of:

S. No.	Description
(i)	Particulars of Requirement (Annexe 4.1.1)
(ii)	Bid Particulars (Annexe 4.1.2)
(iii)	Technical Bid Letter (Annexe 4.1.3)

3. We agree to abide by our offer for a period of **90 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.
4. We have carefully read and understood the terms & conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to supply as per these terms and conditions.
5. 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.)



- 6 **Bid Security (Earnest Money)**, in original, for an amount equal to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) will be sent in original to the mentioned address as per Clause 9 (c) of Section - I and the signed & scanned copy of the same will be made part of the Part-I of Packet-1 of online bid.
7. 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     2016

**Signature of the bidder**

**Name                :**

**Full Address        :**

**Telephone No        :**

**Fax No                :**

**E-mail                :**

**Details of enclosures:**

- 1.
- 2.
- 3.
- 4.
- .
- .
- .

**Annexe 4.2.1**

**B. 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. \_\_\_\_\_  
E-mail \_\_\_\_\_

**Bidder :**

Signature -----

Name -----

Address -----

Date -----

**Company Seal**

## Annexe 4.2.2

### Commercial Bid Letter

To

**The Deputy Director General  
Unique Identification Authority of India (UIDAI)  
Regional Office-Delhi, Ground Floor Pragati Maidan Metro Station,  
Pragati Maidan, New Delhi – 110001**

Ref : Bid No. \_\_\_\_\_

Sir,

We declare :

- (i) That we are equipped with supplying adequate manpower for providing security services to the Unique Identification Authority of India, Regional Office Delhi.
2. We hereby offer to provide the Services at the prices and rates mentioned in the **Annexe 4.2.3** of the Commercial Bid.
3. We enclose herewith the complete **Commercial Bid** as required by you. This includes:

S. NO.	CONTENTS
1.	Bid Particulars (Annexe 4.2.1)
2.	Commercial Bid Letter (Annexe 4.2.2)
3.	Summary of Cost of Services offered (Annexe 4.2.3)

4. We agree to abide by our offer for a period of **90 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 and we do hereby undertake to provide AMC services as per these terms and conditions.
6. Certified that the bidder is :
  - 7 The Constituted attorney of the company and the person signing the bids is the constituted attorney of the Company.
  - OR**
  - 8 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.)

8. **Bid Security (Earnest Money)**, in original, for an amount equal to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) will be send in original to the mentioned address as per Clause 9 (c) of Section - I and the signed & scanned copy of the same will be made part of the Packet-2 of online bid.
7. 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     2016

**Signature of the bidder**

**Name            :**

**Full Address    :**

**Telephone No :**

**Fax No :**

**E-mail :**

**Details of enclosures:**

- 1.
- 2.
- 3.

**Annexe 4.2.3**

1. Total requirement is for 06 Guards. ( 02 Security Guards each in two shifts during office hours, 01 during night and one as a reliever). Payment for services will be on the basis of services actually provided by the Agency.
2. Security Guards supplied by the bidder will be required to be paid as per Minimum Wages Act, 1948 as applicable in the NCT of Delhi. Payment of Statutory liabilities, taxes, levies, cess etc. will be paid as applicable.
3. Agency will give one day weekly paid rest to the employed guards.

**DETAILS OF THE COMPREHENSIVE ANNUAL COSTS – RECURRING COSTS**

Sl. No.	Description of services required	Quantity	Unit Rate per month)	EPF		ESI		Any Other Administrative Cost (including service charges)	Unit cost (without taxes & Duties )	Total Cost of 6 guards (without taxes and duties) = 6 x Col(10)	Taxes & Duties (to be quoted by firm)	
				%	Amount	%	Amount				Amount	Amount
1	2	3	4	5	6	7	8	9	10 (4+6+8+9)	11	12	13
1	Security Guards (unskilled manpower) 02 Guards in 3 shifts	06 No.										

**\*Note:**

- i) **If quoting other Administrative cost (AS AT COL 9 ABOVE) as 'NIL ', the bid shall be considered unresponsive and such bid will not be considered.**
- ii) **Firm to quote the applicable taxes & duties. However Taxes & duty shall be paid on actual at the time of making payment**
- iii) **Ranking shall be decided as per Col Sl. No 11 above.**

**Signature of Bidder**  
**Date**  
**Place**

## SECTION V - SCOPE OF WORK

Providing Security services at UIDAI, RO-Delhi site at Ground Floor, Pragati Maidan Metro Station, Delhi by deploying required number of Security Personnel.

1. The Agency shall provide Security services by deploying adequately trained and well disciplined security personnel who shall safeguard the UIDAI site, buildings, moveable and immovable assets, equipments and other items at the above address from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other persons working in its complex/premises.
2. The security personnel shall be deployed round the clock in 3 shifts at the UIDAI, RO, Delhi (total 06 Security Guards) for RO-Delhi.
3. The Agency shall be responsible for opening/closing of the building and rooms as necessitated/directed by UIDAI, RO, Delhi located at Pragati Maidan Metro Station, Pragati Maidan, New Delhi on working days and holidays.
4. The Agency 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 off days, as the case may be.
5. The Agency shall maintain records of inward and outward movement of men (Employees, Sub Contractor Personnel and also regulation of guests and visitors), materials etc. with proper check on the same as per instructions given from time to time by Dy. Director General, UIDAI located at Pragati Maidan Metro Station, Pragati Maidan, New Delhi.
6. The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
7. The security personnel shall be duly trained in Fire Safety Operations. The contractor will submit an undertaking that all its deployed personnel have appropriate fire fighting training including knowledge of use of fire extinguishers. Such training must be repeated every 6 months during the currency of the contract. They should also be trained to operate various fire control equipment installed at UIDAI site. A mock fire drill may be organized every time change of personnel takes place.
8. The Agency shall keep the Client informed of all the matters of security and co-operate in the investigation of any incident relating to security. The security will be the responsibility of the Security Agency.
9. The Agency shall ensure that deployed personnel shall assist the reception officer and/or otherwise handle reception activities with reference to regulate courier services and other suppliers in case no other staff members are available.
10. Services of Security Guards can be utilised anywhere in Delhi as and when require

## SECTION VI – APPENDICES

### Appendix A

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

#### **DRAFT AGREEMENT FORMAT**

This agreement is made at New Delhi on the \_\_\_\_\_ day of .....Two thousand sixteen between.....acting through Shri.....**UIDAI, Regional Office-Delhi, Ground Floor, Pragati Maidan Metro Station, Pragati Maidan, New Delhi-110001** (hereinafter called ‘**Client**’ which expression shall, unless repugnant to the context or meaning thereof be Deemed to mean and include its successors, legal representatives and assigns) of the **First Part**

#### **Second Part**

M/s.....having its registered office at.....  
\_(herein-after called the ‘**Agency**’ which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc. of the **Second Part** .

WHEREAS the ‘**Client**’ is desirous to engage the ‘**Agency**’ for providing Security Services for UIDAI, RO, Delhi on the terms and conditions stated below:

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

2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at UIDAI, RO, Delhi site. The ‘**Client**’ shall have no liability in this regard.

3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.

4. The contract can be terminated by giving one month notice on either side.

5. In case of non-compliance with the contract, the ‘**Client**’ 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 10% of the Annual contract value (refundable without interest after two months of termination of contract) in the form of Pay Order/Demand Draft or Bank Guarantee of Nationalised and Scheduled Commercial Banks authorised to do govt business (i.e. HDFC, ICICI and Axis Bank Ltd) shall be furnished by the ‘**Agency**’ at the time of signing of the Agreement.

7. The ‘**Agency**’ shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in UIDAI site latest by 7<sup>th</sup> day of each month.

8. The security personnel provided by the 'Agency' will not claim to become the employees of UIDAI and there will be no Employee and Employer relationship between the personnel engaged by the 'Agency' for deployment in UIDAI, RO, Delhi site.

9. There would be no increase in rates payable to the 'Agency' during the contract period except reimbursement of the statutory wages revised by the Government.

10. The 'Agency' also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.

11. The Agency will provide EPF/ESI Number of the deployed manpower to the client within 30 days of award of contract

12. The agency and security personnel appointed 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.

13. Decision of 'Client' in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the 'Agency'.

14. The 'Agency' shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The 'Agency' shall keep 'Client' fully indemnified against liability of tax, interest, penalty etc. of the 'Agency' in respect thereof, which may arise.

15. In case of any dispute between the 'Agency' and 'Client', 'Client' shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Delhi.

16. The initial period of contract shall be for 12 months which may be extended by two years, one year at a time depending on performance of the Agency and at discretion of Deputy Director General, UIDAI RO, Delhi.

THIS AGREEMENT will take effect from \_\_\_\_\_ day of \_\_\_\_\_  
Two thousand \_\_\_\_\_ and shall be initially valid for one year.

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in New Delhi in the presence of the witness:

For and on behalf of the 'Agency'

For and on behalf of the 'UIDAI (RO-Delhi)'

Signature of the authorized Official

Signature of the authorized Official

Name of the Official

Name of the Officer

Stamp / Seal of the 'Agency'

Stamp/ Seal of the officer



SIGNED, SEALED AND DELIVERED

By the said

By the said

Name \_\_\_\_\_

Name \_\_\_\_\_

on behalf of the 'Agency' in presence of

on behalf of the '\_\_\_\_\_' in presence of

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

**Appendix B**

**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, Govt. of India (GoI),**

**Regional Office-Delhi, Ground Floor Pragati Maidan Metro Station,**

**Pragati Maidan, New Delhi – 110001.**

Dear Sirs,

In consideration of the Unique Identification Authority of India, Ministry of Electronics & Information Technology, Government of India, on behalf of the President of India, (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 "**Selection of Security Service Agency for providing security at UIDAI, RO-Delhi**" 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).

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 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.
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 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.

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 Contractor and not withstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.
4. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Service Provider(s).
5. Notwithstanding anything contained hereinabove:
  - (1) Our liability under this guarantee is restricted to Rs. .... (in words & figures) being the 10% 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 authorized 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.....