



**GOVERNMENT OF INDIA
PLANNING COMMISSION
UNIQUE IDENTIFICATION AUTHORITY OF INDIA**

TENDER DOCUMENT

**For providing Manpower services
to the Unique Identification Authority of India by a
Private Manpower Agency**

Date of issue of Tender Document : **From 05.10.11**
Last Date & time for submission of Tender Document : **up to 1500 hours on 01.11.11**
Date & time for opening of Tender Document :
Technical bid : **At 1530 hours on 01.11.11**
Financial Bid of eligible Tenderers : **At later date**

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No. A-12013/03/11-UIDAI
Government of India
Planning Commission
Unique Identification Authority of India

Second Floor, Tower I,
Jeevan Bharati Building,
Connaught Circus
New Delhi 110001,

Dated September, 2011

TENDER NOTICE

1. Sealed tenders are invited under **Two Bid System** i.e. (**Part-I Technical Bid and Part-II Financial Bid**) from reputed, experienced and financially sound Manpower Agencies to provide manpower to UIDAI Headquarters in Delhi, its regional offices located in Bangalore, Chandigarh, Delhi, Guwahati, Hyderabad, Lucknow, Mumbai, Ranchi and Bangalore Technology Centre. The contract will be initially for a period of *two years* and is likely to commence from **01.01.2012** which may be extended further for a period of one year depending upon the manpower requirement and administrative convenience of UIDAI. The quantum of requirement of manpower may increase or decrease during the period of contract.
2. **The tender document can be downloaded from the website of UIDAI at <http://www.uidai.nic.in>**
3. The interested Agency may put the tender document complete in all respects along with **Earnest Money Deposit (EMD) of Rs.50,000/-** (Rupees Fifty Thousand only) refundable without interest, in the form of Demand Draft / Pay Order drawn in favour of Pay and Accounts Officer, Unique Identification Authority of India, New Delhi up to **1500 hours on 01.11.2011** in the tender box kept on the Reception Counter of UIDAI, Second Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi 110001. The tenders will not be accepted beyond the stipulated date and time under any circumstances what so ever.
4. **The Technical bid shall be opened on the same day at 1530 hours** 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 representative of firms who wish to be present. At the first instance, the technical bids shall be analyzed by a technical committee constituted for the purpose. At the second stage financial bids of only technically acceptable offers shall be opened at later date. The scheduled time and venue for opening the financial bids will be communicated to only those firms/agencies whose technical bids are found in order.
5. The UIDAI reserves the right to cancel the tender at any time or amend/withdraw any of the terms and conditions contained in the Tender Document without assigning any reason, thereof.

(A.K. SARKAR)
Deputy Director
Telephone: 49819841

A. SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. The UIDAI, an attached office of the Planning Commission, New Delhi, requires the services of 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, Bangalore, Mumbai, Lucknow, Chandigarh, Ranchi and Guwahati *and Bangalore Technology Centre*.
2. The contract will be initially for a period of two years and is likely to commence from 01.01.2012 which may be extended for a further period two years depending upon the manpower requirement and administrative convenience of UIDAI. The UIDAI, however, reserves 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. The UIDAI has initial requirement for manpower as detailed in Section C "Technical REQUIREMENTS FOR MANPOWER TO BE DEPLOYED" which may increase or decrease depending upon the requirement during the contract period.
4. The interested Agency may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 50,000 (Rupees Fifty thousand only) with Technical bid up to 1500 hours on **01.01.2011** in the Tender Box kept at the Reception Counter of UIDAI, Second Floor, Tower-I, Jeevan Bharati Building, Connaught Circus, New Delhi-110001.
5. The various crucial dates relating to "Tender for Providing Manpower to UIDAI" are cited as under :

a.	Date of issue of Tender Document	05.10.2011
b.	Last date and time for submission of Tender Document	Upto 1500 Hours on 01.11.2011
c.	Last date for receiving written queries for clarification on the bid document	Upto 17.10.2011
d.	Release of responses to clarifications*	On 20.10.2011
e.	Date and Time for Opening of Technical Bid Financial Bid	At 1530 Hours on 01.11.2011 At a later stage

(*As the responses as mentioned in 5(d) will be released on e-mail, bidders are required to provide the necessary information for communication)

6. The tender shall be accepted under Two Bid System. The interested agencies are advised to submit two separate sealed envelopes superscribing "Technical Bid for Providing Manpower to UIDAI" and "Financial Bid for Providing Manpower to UIDAI". Both sealed envelopes should be kept in a third bigger sealed envelope superscribing "Tender for Providing Manpower to UIDAI".
7. The Earnest Money Deposit (EMD) of Rs. 50,000 (Rupees Fifty Thousand 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 favour of Pay & Accounts Officer, *Unique Identification Authority of India*, New Delhi failing which the tender shall be rejected summarily.
8. The successful tenderer will have to deposit Performance Security Deposit of *Rs.10,00,000/- (Rupees Ten lakh) for HQ and Rs.5,00,000 (Rupees Five lakh) for each R.O* 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 the Pay & Accounts Officer, *Unique Identification Authority of India*, New Delhi covering the period of contract. The performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations by the firms. In case, the contract is further extended beyond the initial period, the performance security will have to be accordingly renewed by the successful tenderer.
9. The tendering Agencies are required to enclose duly attested photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily/outrightly rejected and will not be considered any further:

a.	Registration Certificate under Companies Act;
b.	Registration Certificate under Contract Labour(Regulation & Abolition) Act, 1972 ;
c.	Copy of PAN card of the Agency (not of the individual);
d.	Copy of the IT return filed for the last three financial years by the Agencies (not by the individual);
e.	Copy of EPF registration certificates
f.	Copy of ESI registration certificates;
g.	Copy of the Service Tax registration certificate;
h.	Copies of contracts awarded by the Central Government/ State Government/ PSUs/ Bank/reputed private firms during last five years.
i.	Certified copy of bank A/c for the last three years issued by the bank
j.	Copy of the Turnover statement of last three years duly certified by Chartered Accountant.
k.	Attested Copies of the registration certificate of branch offices

10. Conditional bids shall not be considered and will be outrightly rejected in very first instance.
11. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be attested by the person authorized to sign the tender bids.
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. Each page of the tender should be signed by the tenderer or by his authorized signatories with seal of the agency.
14. The Technical bid shall be opened on the scheduled date and time (At 1530 on 01.11.2011 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.
15. The Financial Bid of only those tenderers will be opened whose Technical bids are found in order. The Financial bid shall be opened at later stage. The scheduled time and venue etc. will be communicated to only those firms whose technical bids are found in order.
16. The UIDAI reserves the right to cancel all bids without assigning any reason.

B. TECHNICAL QUALIFICATION CRITERIA

1. The tendering manpower Agency must fulfill the following technical specifications in order to be eligible for technical evaluation of the bid described in detail in Section D & E:
 - (a) The Agency should have PAN India presence with a minimum of 15 branch offices across the country. Attested Copies of the registration certificate of branch offices shall be enclosed with the bid document.
 - (b) The Registered Office or the Branch Office of the manpower Agency should be located either in Delhi/New Delhi or in any of the Satellite Towns of Delhi. An attested copy of the registration certificate of offices in Delhi/NCR shall be enclosed.
 - (c) The Manpower Agency must have a minimum of 5 years experience in supplying manpower to reputed private companies/ Public Sector Companies/Banks/Central and State Government Departments. Details of contracts relating to supplying of man power to Central Government/State Governments/ PSUs/Bank/reputed private firms in last five years along with attested copies of the supply order shall be enclosed.
 - (d) The Manpower Agency should have had a minimum annual turnover of Rs. 40 crore during last three years. A copy of turnover statement duly certified by the C.A must be enclosed with the tender document.
 - (e) 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.
 - (f) The Agency (not individual) should have a PAN number. Certified copy of the PAN card shall be attached with the Bid document.
 - (g) The Agency (not individual) should be registered with Service Tax departments. Certified copy of the registration shall be attached with the Bid document.
 - (h) 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.
 - (i) 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.

C. TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED

The qualifications and work experience required for personnel to be deployed by Agency is given below. The age of the personnel deployed by the Agency should be between 21-40 years. 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. The number of personnel at each level is also indicated below. *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.*

Position	Qualifications	Proposed Salary (Rs.) (Cost to Company)	Likely numbers																			
			HQ, Delhi	Regional Offices																		
Secretarial Assistant	<ul style="list-style-type: none"> ➤ Graduate in any discipline ➤ <i>Two</i> years experience in secretarial matters in reputed organization ➤ Stenographic speed of 80 words per minute and transcription in 65 minutes ➤ Good knowledge of computer (MS Office, Word, Excel and Power Point) and LAN functions ➤ Good communication skill (oral as well as in written) 	15000	17	36 <table border="1" style="margin-left: 20px;"> <tr><td>Bangalore</td><td>4</td></tr> <tr><td>Bangalore Tech. Centre</td><td>4</td></tr> <tr><td>Chandigarh</td><td>4</td></tr> <tr><td>Delhi</td><td>4</td></tr> <tr><td>Guwahati</td><td>4</td></tr> <tr><td>Hyderabad</td><td>4</td></tr> <tr><td>Mumbai</td><td>4</td></tr> <tr><td>Lucknow</td><td>4</td></tr> <tr><td>Ranchi</td><td>4</td></tr> </table>	Bangalore	4	Bangalore Tech. Centre	4	Chandigarh	4	Delhi	4	Guwahati	4	Hyderabad	4	Mumbai	4	Lucknow	4	Ranchi	4
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Delhi	4																					
Guwahati	4																					
Hyderabad	4																					
Mumbai	4																					
Lucknow	4																					
Ranchi	4																					
Data Entry Operator	<ul style="list-style-type: none"> > Graduate with good communication skills in English and Hindi or Regional languages > Good knowledge of computer skills (MS Office) and LAN functions > Proficiency in Typing 	11000	4	24 <table border="1" style="margin-left: 20px;"> <tr><td>Bangalore</td><td>3</td></tr> <tr><td>Chandigarh</td><td>3</td></tr> <tr><td>Delhi</td><td>3</td></tr> <tr><td>Guwahati</td><td>3</td></tr> <tr><td>Hyderabad</td><td>3</td></tr> <tr><td>Mumbai</td><td>3</td></tr> <tr><td>Lucknow</td><td>3</td></tr> <tr><td>Ranchi</td><td>3</td></tr> </table>	Bangalore	3	Chandigarh	3	Delhi	3	Guwahati	3	Hyderabad	3	Mumbai	3	Lucknow	3	Ranchi	3		
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Female Receptionist	<ul style="list-style-type: none"> ➤ Graduate in any discipline. ➤ Good communication skill in Hindi and English. ➤ Knowledge of Computers & MS office. ➤ Knowledge of customer service principles and practices. 	15000	3	9 <table border="1" style="margin-left: 20px;"> <tr><td>Bangalore</td><td>1</td></tr> <tr><td>Bangalore Tech. Centre</td><td>1</td></tr> <tr><td>Chandigarh</td><td>1</td></tr> <tr><td>Delhi</td><td>1</td></tr> <tr><td>Guwahati</td><td>1</td></tr> <tr><td>Hyderabad</td><td>1</td></tr> <tr><td>Mumbai</td><td>1</td></tr> <tr><td>Lucknow</td><td>1</td></tr> <tr><td>Ranchi</td><td>1</td></tr> </table>	Bangalore	1	Bangalore Tech. Centre	1	Chandigarh	1	Delhi	1	Guwahati	1	Hyderabad	1	Mumbai	1	Lucknow	1	Ranchi	1
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Mumbai	1																					
Lucknow	1																					
Ranchi	1																					
Quality Control Operator	<ul style="list-style-type: none"> > Graduate with good communication skills in English and Hindi or Regional languages > Diploma in computer application (DCA) 	15000	15	85 <table border="1" style="margin-left: 20px;"> <tr><td>Bangalore</td><td>12</td></tr> <tr><td>Chandigarh</td><td>9</td></tr> <tr><td>Delhi</td><td>6</td></tr> <tr><td>Guwahati</td><td>8</td></tr> <tr><td>Hyderabad</td><td>15</td></tr> <tr><td>Mumbai</td><td>15</td></tr> <tr><td>Lucknow</td><td>10</td></tr> <tr><td>Ranchi</td><td>10</td></tr> </table>	Bangalore	12	Chandigarh	9	Delhi	6	Guwahati	8	Hyderabad	15	Mumbai	15	Lucknow	10	Ranchi	10		
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Ranchi	10																					
Manual De-duplication Engineer	<ul style="list-style-type: none"> ➤ Should be computer literate and detail oriented to perform accurate visual inspection. At least two years experience in BPO or equivalent industry. 	10000	--	100 (For Bangalore Tech. Centre and ROs)																		

Office Boy	<ul style="list-style-type: none"> ➤ Matriculation, One year experience in operating Photocopier, fax machine, binding equipment, running messenger services (involving dairy, receipt and despatch of DAK) in any reputed organization 	9000	38	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 80%;">Bangalore</td><td style="width: 20%;">6</td></tr> <tr><td>Bangalore Tech. Centre</td><td>2</td></tr> <tr><td>Chandigarh</td><td>6</td></tr> <tr><td>Delhi</td><td>6</td></tr> <tr><td>Delhi Data Centre</td><td>2</td></tr> <tr><td>Guwahati</td><td>6</td></tr> <tr><td>Hyderabad</td><td>6</td></tr> <tr><td>Mumbai</td><td>6</td></tr> <tr><td>Lucknow</td><td>6</td></tr> <tr><td>Ranchi</td><td>6</td></tr> </table>	Bangalore	6	Bangalore Tech. Centre	2	Chandigarh	6	Delhi	6	Delhi Data Centre	2	Guwahati	6	Hyderabad	6	Mumbai	6	Lucknow	6	Ranchi	6
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Mumbai	6																							
Lucknow	6																							
Ranchi	6																							
Driver	<ul style="list-style-type: none"> ➤ Matriculation. ➤ Holding a valid commercial licence for motor vehicle ➤ Well conversant with traffic regulations in Delhi. ➤ Well conversant with roads and routes in Delhi and NCR and relevant security instructions 	14000	1	--																				

1. 'Cost to Company' includes both Employer and Employee's share of EPF and ESIC. Applicable taxes such as Service Tax, Education Cess and S&H Education Cess will be reimbursed by UIDAI.

D. CRITERIA FOR EVALUATION OF TENDER

- 1.** The evaluation of Technical bid will be done by considering the parameters listed in the technical bid form. Parameters at Sl No. 1 to 12 are essential in order to be eligible as already stated in Section B and only those Agency who meet the requirements and provide documentary proof of the same will be considered for evaluation against the other parameters which are indicated at Sl no 13 to 16 for which weightage of 25 each will be accorded.
- 2.** After evaluation of Technical bids the Financial bids will be opened. The bidders score will be determined by dividing lowest financial quote (arrived on the basis of comparison of financial quotes of all the bidders) by the financial quote of all the bidders. For example if four agencies ABCD have quoted Rs 5000, 6000, 7000 and 8000 respectively, then the score will be $(5000/5000)*100$, $(5000/6000)*100$, $(5000/7000)*100$ and $(5000/8000)*100$
- 3.** The most competitive quote will be arrived by assigning 40% weightage to the technical bid and 60% weightage to the financial bid.

a	b	c	d	e	f	g	h
Sl. No	Agency	Technical score	Financial score	40% weightage of Col 'c' (c x 0.4)	60% weightage of Col 'd' (dx0.6)	Total (e+f)	Ranking

E. 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 (Attach attested copy of the Registration)	
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 Chartered Accountant to be attached).

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2008-09		
2009-10		
2010-11		

(Attach separate sheet if space provided is insufficient)

14	Offices of the Company/Firm/ Agency across the country (Attested copies of the registration certificate of branch offices shall be enclosed)	
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15. Number of Employees on the rolls of the Agency (Proof thereof may be enclosed)

Financial Year	Number of Employees (category-wise break-up may be provided)
2008-09	
2009-10	
2010-11	

16. Details of major contracts with Central Government/State Governments/PSUs/ Reputed Private Firms handled by the tendering Agency for providing manpower during the last five years in the following format (attested copies of the last five years work award may be enclosed):

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						

(If the space provided is insufficient, a separate sheet may be attached)

Signature of authorized person

Date:

Name:

Place:

Seal:

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: _____ Full Name: _____

Seal: _____ Place: _____

F. 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 in the following format only.

Description	Rate
Outsourcing management rate*	In rupees per month per person**
Applicable Taxes	

* 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 **Section -C. of the tender 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:

G. TERMS AND CONDITIONS

General

1. The contract will be initially for a period of *two years* and is likely to commence from 01.01.2012 which may be extended for a further period of one year depending upon the manpower requirement and administrative convenience of UIDAI. 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.
2. The contracting agency shall not be allowed to transfer, assign, pledge or sub- contract its rights and liabilities under this contract to any other agency without the prior written consent of the UIDAI.
3. The UIDAI, at present, has requirement of manpower as described in detail in Section C. *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.*
4. The tenderer will be bound by the details furnished by him / her to the UIDAI while submitting the tender 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.
5. The UIDAI reserves right to terminate the contract during the period also after giving a week's notice to the contracting agency without assigning any reason.

Liabilities, Control etc. of the persons deployed

6. 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 at Section C of the Tender Document.
7. *The UIDAI is a Central Government office and has five working days (i.e. Monday to Friday) in a week from 900 hrs to 1730 hrs with a lunch break of ½ hour from 1300 hrs to 1330 hrs. 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. The employees will have two weekly days off. The QC team may be deployed on shift basis (Monday to Friday and Tuesday to Saturday) from 9.00 A.M to 5.30 P.M. No compensatory leave or allowance will be paid for these occasional duties.*
8. The contracting agency shall furnish the following documents in respect of the individual manpower who will be deployed by it in the UIDAI before the commencement of work:
 - a. List of persons deployed;
 - b. Bio-data of the persons along with the certificates in respect of educational/professional qualifications etc.
 - c. Attested copy of matriculation certificate containing date of birth;
 - d. Certificate of verification of antecedents of persons by local police authority.

- e. 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.
9. The 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.
10. The Agency shall provide Photo Identity Cards to all the outsourced employees and Uniforms to Office Boys only in HQ and Regional Offices.
11. 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 good 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.
12. The Agency's personnel working should be polite, cordial, positive and efficient, while handling the assigned work. In case, the person employed by the successful 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.
13. 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. The delay in providing a substitute beyond five working days would attract a penalty @ Rs.100 per day on the service providing agency.
14. 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.
15. The 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 and ROs.
16. The contracting agency shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons. The delay in providing a substitute beyond five working days would attract a penalty @ Rs.100 per day on the service providing agency.
17. 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.
18. 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.

19. 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.
20. 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.
21. 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.
22. 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.

Legal

23. The contracting agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in the UIDAI.
24. 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.
25. 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.
26. 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.

Financial

27. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable, of Rs. 50, 000/- (Rupees Fifty Thousand Only) in the form of Demand Draft / Pay Order drawn in favour of Pay & Accounts Officer, Unique Identification Authority of India, New Delhi **failing which the tender shall be rejected outrightly.**
28. 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.
29. 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.

30. The successful tenderer will have to deposit a performance security amount of Rs. *10,00,000 (Rupees Ten Lac Only) for HQ and Rs.5,00,000/- (Rupees Five lakh only) for each Regional office* immediately after awarding contract in the form of Bank Draft drawn in favour of Pay & Accounts Officer, Unique Identification Authority of India, New Delhi or Bank Guarantee issued by a reputed bank or Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the Pay & Accounts Officer, Unique Identification Authority of India, New Delhi covering the period of contract. In case, the contract is further extended beyond the existing period of contract, the performance security will have to be accordingly renewed by the contract awarding agency.
31. The Bank Guarantee can be forfeited by order of the Competent Authority of the Office of the Unique Identification Authority of India in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance or for non-acceptance of the work order.
32. *DDG (Estt.)*, UIDAI reserves the right to withdraw/relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

Terms of payment

33. The placement 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.
34. 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.
35. The placement 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 Agency would be made on or before 7th of every month. In case 7th day being a holiday wages should be paid on the preceding working day of the month.
36. The 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.
37. 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 Chartered Accountant 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.
38. In case UIDAI receives any complaints regarding non-payment of salaries to the personnel deployed in UIDAI the amount payable to the employee will be recovered from the bills of Agency and paid to such personnel.

(A.K. SARKAR)
Deputy Director

DOCUMENTS TO BE SUBMITTED ALONG WITH THE TECHNICAL BID

a.	Registration Certificate under Companies Act;
b.	Registration Certificate under Contract Labour (Regulation & Abolition) Act, 1972 ;
c.	Copy of PAN card of the Agency (not of the individual);
d.	Copy of the IT return filed for the last three financial years by the Agencies (not by the individual);
e.	Copy of EPF registration certificates
f.	Copy of ESI registration certificates;
g.	Copy of the Service Tax registration certificate;
h.	Copies of contracts awarded by the Central Government/ State Government/ PSUs/ Bank/reputed private firms
i.	Certified copy of bank A/c for the last three years issued by the bank
j.	Copy of the Turnover statement of last three years duly certified by Chartered Accountant.
k.	Copies of the registration certificate of branch offices across the country and registration certificate of branch offices in Delhi and NCR.

I. 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. Bio-data of all persons along with the supporting documents in respect of age/educational/professional qualifications etc.
3. Certificate of verification of antecedents of all persons by local police authority.
4. 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.
5. Letter indicating the name, designation and telephone number of the coordinator nominated by the agency.
6. Performance Security Deposit of *Rs.10,00,000/- (Rupees Ten lakh) for HQ and Rs.5,00,000 (Rupees Five lakh) for each R.O* 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 the Pay & Accounts Officer, *Unique Identification Authority of India*, New Delhi covering the period of contract.