

BID No.02/ROB/2017

**Request for Proposal
FOR
Providing Security Services in Regional Office, UIDAI, Bengaluru**

JUNE,2017

**GOVERNMENT OF INDIA
UNIQUE IDENTIFICATION AUTHORITY OF INDIA,
Ministry of Electronics & Information Technology (MeitY)
Regional Office, Bengaluru , Karnataka, INDIA**

TABLE OF CONTENTS

CHECK LIST	3-4
SECTION I – INVITATION TO BID	5-6
SECTION II- INSTRUCTION TO BIDDERS	7-13
SECTION III - GENERAL CONDITIONS OF CONTRACT.....	14-19
SECTION IV- CONTENTS OF BIDS.....	20-30
SECTION V- SCOPE OF WORK	31-35
SECTION VI- APPENDICES.....	36-41

CHECK LIST

1. Check List of documents/supporting documents to be enclosed in the Bid -

S. No.	Pre-Qualification Condition	Whether Enclosed (Y/N)
(i)	Bid Document Fee Demand Draft (in original) in case RFP document is downloaded, else copy of document purchase receipt from UIDAI.	
(ii)	Bid Security (in original) of the prescribed amount and validity pursuant to Clause 11 of Section II	
(iii)	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.	
(iv)	The Bidder should have office in Bengaluru, Karnataka, India.	
(v)	Bidder should have a valid Sales Tax Number/ VAT Number, Service Tax Registration, PAN/TAN Number and PF code.	
(vi)	The Service Provider Company/Firm/Agency must have a minimum turnover of Rs.30 lakhs (Rupees Thirty lakhs) PER ANNUM during the last three financial year till year ended on 31.03.2016	
(vii)	Service Provider Company/Firm/Agency should be registered with Employees Provident Fund organization (EPFO) and Employees State Insurance Corporation (ESIC) under the respective Acts/laws.	
(viii)	Service Provider Company / Firm/ Agency should have at least five years' experience in providing Security services to reputed private and/or public sector companies/banks/Government Departments etc. Details need to be provided as per Annexure 4.1.6 of Section IV.	
(ix)	The bidder must have executed at least three (3) contracts of Rs.10 Lakh (Rupees Ten Lakh) per annum from the services of security for the financial year ended on 31.03.2016. For each of such order, the bidder should submit the details as per Annexure 4.1.5 of section IV	

Important Note: This list should be duly filled, signed and placed in the cover Containing the Bid.

Check List of Annexure to be enclosed in Technical Bid

(i) **Section IV** comprising of :

S. No.	Description	Whether Enclosed (Y/N)
(i)	Bid Particulars (Annexe 4.1.1)	
(ii)	Technical Bid Letter (Annexe 4.1.2)	
(iii)	Manpower Required for Service (Annexe 4.1.3)	
(iv)	Features of Premises(Annexe 4.1.4)	
(v)	Details of the past contracts (Annexe 4.1.5)	
(vi)	Project and Manpower Details (Annexe 4.1.6)	
(vii)	Details of Scope and Schedule of work (Annexe 4.1.7)	

Important Note:

- a) **This list should be duly filled, signed and placed in the cover containing the Technical Bid cover No TQ.**
- b) The Annexures supporting the above list shall be placed in the cover containing the Technical bid Cover No TQ.

2. Check List of Annexure to be enclosed in the Commercial Bid

S. No.	Description	Whether Enclosed (Y/N)
(i)	Commercial Bid Letter (Annexure 4.2.1)	
(ii)	Details of Cost for providing security services (Annexure 4.2.2)	

Important Note:

- a) The Annexures supporting the above list shall be placed in the cover containing the Commercial bid Cover No CQ.

SECTION I - Invitation to Bid

This invitation to bid is for “**Security Services**” in the office of Unique Identification Authority of India in Regional Office, Bengaluru, Karnataka, India.

1. Sealed tenders are invited under **Two Bid System** i.e. (**Part-I Technical Bid and Part-II Commercial Bid**) from reputed, experienced and financially sound firms/agencies to provide Security Services to Regional Office, UIDAI at Bengaluru.
2. Bidders are advised to study the Bid document carefully. 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. Sealed offers prepared in accordance with the procedures enumerated in **Clause 1 of Section II** should be submitted to UIDAI not later than the date and time laid down at the address given in the **Schedule for Invitation to Bid under Clause 6 of Section-I**.
3. **The UIDAI, R.O, Bengaluru will award the contract to the successful bidder for providing the services.** The contract will be initially for a period of one year from the date of awarding of the contract which may be extended further for a period of one year depending upon the requirement and administrative convenience of UIDAI, R.O, Bengaluru. The Schedule of Services: **Security Services**. The requirement of personnel may increase or decrease during the period of contract based on the actual requirement.
4. The tender document may be downloaded from our official website www.uidai.gov.in/ Tenders. The interested Firm/Agency may download the tender document from websites.
5. The Firm/Agency may drop the tender document completed in all respects along with Earnest Money Deposit(EMD) of **Rs.20,000/- (Rupees Twenty Thousand only)** refundable without interest, in the form of demand draft/Pay Order or proforma of EMD Bank Guarantee as mentioned in Appendix C of section VI drawn in favour of “ CDDO, UIDAI, R.O, Bengaluru” up to -15:00 hours on dated **15-06-2017** in the tender box kept on the Reception Counter of UIDAI, Regional Office, Bengaluru. The tenders will not be accepted beyond the stipulated date and time under any circumstances what so ever.
6. **Schedule for Invitation to Bid**
 - a) Name of the Purchaser:
**Deputy Director General
Regional Office, Unique Identification Authority of India (UIDAI),
Ministry of Electronics & Information Technology (MeitY),
GOVERNMENT OF INDIA
3rd Floor, South Wing, Khanija Bhavan,
No.49, Race Course Road, Bengaluru- 560 001.**
 - b) Addressee and Address at which bids to be submitted :
**Assistant Director General (Administration),
Regional Office, Unique Identification Authority of India (UIDAI),
Ministry of Electronics & Information Technology (MeitY),
GOVERNMENT OF INDIA
3rd Floor, South Wing, Khanija Bhavan,
No.49, Race Course Road, Bengaluru- 560 001.**

c) Name of the Contact Person for any clarification :

**Shri . Ashok Lenin, Deputy Director
Regional Office, Unique Identification Authority of India (UIDAI),
Ministry of Electronics & Information Technology (MeitY),
GOVERNMENT OF INDIA
3rd Floor, South Wing, Khanija Bhavan,
No.49, Race Course Road, Bengaluru- 560 001.
Queries should be submitted via E-mail and followed by paper copy by post
E-mail – ashok.lenin@uidai.net.in**

d) Date till which the response to the bid should be valid :
120 days from the last date of submission of bids.

e) **Important Dates :**

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

Activity	Date
Release / Issue of Bid Document	24-05-2017
Last date & time for submission of tender related queries	14-06-2017
Reply to queries	14-06-2017
Last date of submission of Bids	15-06-2017 on or before 15:00 hrs
Opening of Technical Bids	15-06-2017 , 15:30 Hrs
Opening of Financial Bids	At a later date

7. 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 Scheduled Bank in favor of “**CDDO, UIDAI Bengaluru**” and payable at **Bengaluru. The Bid Document Fee is non-refundable.**
8. UIDAI reserves the right to cancel the tender at any stage without assigning any reason, thereof.

**(Ashok Lenin)
Deputy Director (Admin)
UIDAI, R.O, Bengaluru**

SECTION II- Instruction to Bidders

1. Procedure for Submission of Bids

It is proposed to have a Two Bid System for this Bid process.

- a) Technical Bid- Security Services) (2 copies) in one cover No TQ.
- b) Commercial Bid-Security Services) (2 copies) in one cover No CQ.

- 1.2 Each copy of Technical Bid and Commercial Bid of the Bidder should be put in separate sealed Covers super-scribing the wordings, "Technical Bid- Security Services (TQ)" and "Commercial Bid- Security Services (CQ)" respectively. Each Copy in each bid should also be marked as "Original" and "First copy". Both the copies of each bid should be put in a single sealed cover super scribing the wordings "Technical Bid-Security Services" and "Commercial Bid-" Security Services as the case may be. **EMD should be kept in Technical Bid Cover.**
- 1.3 The cover containing two copies of Technical Bid and the cover containing two copies of Commercial Bid should be put in another envelope and this envelope should be clearly marked "**Security Services**" in the office of Unique Identification Authority of India in Regional Office, Bengaluru, Karnataka, India. The Bid Covers are to be kept in a single sealed cover **super-scribed** with **Bid No.02/2017 Due Date15-06-2017 15:00 Hrs.** Item and the wordings "**DO NOT OPEN BEFORE 15:30 hours on dated15-06-2017**".
- 1.4 **The cover thus prepared should also indicate clearly the name, address and telephone number of the Bidder, to enable the Bid to be returned unopened in case it is declared "Late"**.

2 Cost of Bid Document:

- 2.1 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 a Scheduled Bank in favor of "**CDDO, UIDAI Benguluru**" and payable at **Benguluru.** **The Bid Document Fee is non-refundable.**

3 Contents of the Bid Document

- 3.1 The Schedule of Requirements of the Security services required, Bid procedures and contract terms are prescribed in the Bid Document. In addition to the **Section I – Invitation to Bid**, the Bid Document includes:

- a. **Section II** – Instructions to Bidders;
 - b. **Section III**- General Conditions of Contract;
 - c. **Section IV** – Contents of the Bid
 - (i) **Technical Bid**
 - (ii) **Commercial Bid**
 - d. **Section V**- Scope of Work and Schedule of Requirements
 - e. **Section VI**- Appendices
 - (i) Contract Form (**Appendix A**)
 - (ii) Proforma of Bank Guarantee for Contract Performance Security (**Appendix B**)
 - (iii) Proforma of Bank Guarantee for EMD (**Appendix C**)
- 3.2 The Bidder is expected to examine all instructions, forms, general terms & conditions and Schedule of requirements in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder’s risk and may result in the rejection of the Bid.
- 3.3 Bid Documents, Request for proposal are all part of the contract.
- 4 Amendment of Bid Document**
- At any time prior to the last time and date for receipt of bids, the UIDAI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.
- 5 Language of Bids**
- The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the UIDAI, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.
- 6 Bid Prices**
- 6.1 The Bidder shall indicate in the proforma prescribed at **Annexe 4.2.2 of Section IV**, the unit prices and total Bid Prices of the Security services, it proposes to provide under the Contract.
- 6.2 The unit prices quoted in the above mentioned proforma will be used to calculate charges for ‘change orders’, if any.
- 7 Firm Prices**
- 7.1 Prices quoted shall not be subject to any upward modifications, on any account whatsoever except in the case of revision of minimum wages. The Bidder shall, therefore, indicate the prices in **Annexe 4.2.2 of Section IV** enclosed with the Bid. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- 7.2 The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all 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 **Annexe 4.2.2 of Section IV**.

8. Discount:

8.1 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.

9 Bidder Qualification

9.1 The "**Bidder**" as used in the Bid documents shall mean the one who has signed the Bids. The Bidder may be either the Constituted attorney of the company or the Principal Officer or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, be furnished and signed by the Bidder.

9.2 It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as:

a) Constituted attorney of the company.

OR

b) The Principal Officer or his duly Authorized Representative of the company, in which case he/she shall submit a certificate of authority on behalf of the company.

The Bidder shall sign its Bids with the exact name of the Company to whom the contract is to be issued. The Bids shall be duly signed and sealed by an executive officer of the Bidder's organization. Each bid shall be signed by a duly authorized officer executed under seal.

The Bidder shall clearly indicate their legal constitution and the person signing the Bids shall state his capacity and also source of his ability to bind the Bidder.

The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid. UIDAI may out rightly reject any bid not supported by adequate proof of the signatory's authority

10. Bid Security

The bid security may be forfeited, if a Bidder withdraws its bid during the period of bid validity (**Clause 11**) specified by the Bidder in the Bid.

11. Period of Validity of Bids

11.1 Bids shall remain valid for **120 days** after the last date of bid submission as prescribed by the UIDAI. A bid valid for a shorter period may be rejected by the UIDAI as non-responsive.

11.2 In exceptional circumstances, the UIDAI may ask the Bidder to extend the validity of the Bid.

12 Headings

Headings of conditions hereto shall not affect the construction thereof.

13. UIDAI's Right to Vary Scope of Contract at the time of Award

13.1 Accordingly, the UIDAI reserves the right to place repeat order(s) within the **Contract Period**, of up to 50% of the Contract value. In case of any increase/decrease in the manpower, the service charges, if any quoted, shall be correspondingly increased/ decreased on pro-rata basis.

13.2 The UIDAI shall reserve the right **not to purchase** security Services quoted by the bidder in this invitation to bid.

14 UIDAI's Right to Accept Any Bid or Reject

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

15 Conditions for Pre-Qualification of Bidders

The Bidder Company / Firm / Agency should fulfill the following pre-qualification specifications:

15.1 The Bidder should have office in Bengaluru, Karnataka, India.

15.2 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 needs to be submitted.

15.3 Bidder should have a valid Sales Tax Number/ VAT Number, Service Tax Registration, PAN/TAN Number and PF code.

15.4 Bidder's Company/Firm/Agency should be registered with Employees Provident Fund organization (EPFO) and Employees State Insurance Corporation (ESIC) under the respective Acts/laws.

15.5 The Service Provider Company/Firm/Agency must have a minimum turnover of **Rs.30 lakhs (Rupees Thirty lakhs)** during the last three financial year till year ended on 31.03.2016.

15.6 Bidder Company/Firm/Agency should have **at least five years' experience** in providing Security services to reputed private and/or public sector companies/banks/Government Departments etc.

15.7 The bidder must have executed **at least three (3) contracts of Rs. 10 lakhs (Rupees ten Lakhs) per annum from the services of security for the financial year ended on 31.03.2016**. For each of such order, the bidder should submit the details as per **Annexe 4.1.5 of section IV**.

16 Late Bids

Any bid received by the UIDAI after the last date and time for receipt of bids prescribed by the UIDAI, pursuant to **Clause 6 Section I**, will be rejected and/or returned unopened to the Bidder.

17. Modification and Withdrawal of Bids

- 17.1 The Bidder may modify or withdraw its bid after the Bids' submission (but not later than the last date of submission), provided that written notice of the modification or withdrawal is received by the UIDAI prior to the last date prescribed for receipt of bids.
- 17.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and submitted in accordance with the provisions of **Clause 17.1 of Section-2** . A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the last date for receipt of bids.

18 Clarification

When deemed necessary, the UIDAI may seek clarifications 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.

19 Preliminary Examination

- 19.1 The UIDAI will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 19.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 19.3 A bid determined as not substantially responsive will be rejected by the UIDAI and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 19.4 The UIDAI may waive any minor informality or nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

20 Contacting the UIDAI

- 20.1 No Bidder shall contact the UIDAI on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded.
- 20.2 Any effort by a Bidder to influence the UIDAI's Bid evaluation, Bid comparison or Contract award decisions may result in the rejection of the Bidder's Bid.

21 Post Qualification

- 21.1 The UIDAI will determine to its satisfaction whether the Bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the Contract.
- 21.2 This determination will take into account the Bidder's financial, technical, implementation and post-implementation capabilities. It will be based upon an examination of the documentary evidence submitted by the Bidder as well as such other information as the UIDAI deems necessary and appropriate.

- 21.3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the UIDAI will proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

22 Criteria for Evaluation of Bids

i. Technical Bid Evaluation Criteria

SI. No.	Parameters	Marks
1.	Number of Orders executed during last 3 years	20
2.	Annual Turnover of the firm	15
3.	Number of years of experience in providing similar type of Security services.	20
4.	Manpower on bidder's payroll	20
5.	Number of Satisfactory reference checks	25

Minimum score of 70 is a must to open the Financial Bid.

Bidder with the maximum number of orders (minimum criteria is defined in **Clause 15**) will be awarded maximum number of marks (20) and other bidders will get proportionate marks.

Bidder should submit details as per **Annexe 4.1.5 of Section IV** for parameters 1 and 5 in the above table.

Similarly, bidder with maximum turnover i.e parameter 2 (minimum criteria is defined in **Clause 15**), maximum number of years of experience in similar services i.e parameter 3 (minimum criteria is defined in **Clause 15**), and bidder with maximum manpower on bidder's payroll i.e parameter 4 (as a part of manpower bidder should submit the details as mentioned in **Annexe 4.1.6 of Section IV**) will be awarded maximum marks and the consecutive lower bidders will get the proportionate marks.

- a. A proposal shall be rejected at this stage if it does not respond to important aspects of the Technical bid, and if it fails to achieve the minimum technical score.
- b. Commercial bids shall be taken up only for those bidders who meet the minimum technical score criteria.

ii. Commercial Bid Evaluation Criteria

- a. **Determination of the lowest commercial bid will be based on the Lowest Commercial Quoted Value by the Bidder i.e. on (L1) basis.**

23 Notification of Award

- 23.1 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, to be confirmed in writing by registered letter, that its bid has been accepted.

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

24 Signing of Contract

- 24.1 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 BID documents between the parties).
- 24.2 Within **15 days** of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the UIDAI.

25 Performance Security

- 25.1 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**. Details are also mentioned in **Clause- 22 of Section III**.
- 25.2 Failure of the successful Bidder to comply with the requirement of **Clause 25.1 of Section II** 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.

SECTION III - GENERAL CONDITIONS OF CONTRACT

1. Period of Contract

This contract for “**Security Services**” at Regional office, UIDAI, Bengaluru, Karnataka, India shall be valid for a total period of **1 (One) Years** and will commence from date of signing of the contract. UIDAI, however, reserves the right to terminate/curtail the contract at any time before expiry of contract period after giving **one month notice** to the agency without assigning any reason. The contract may be extended further for a period of **1 (one) year** depending on the performance of the bidder and the requirement of UIDAI with same/modified conditions of contract at the sole discretion of UIDAI.

2. Payment

The payment would be released on monthly basis on production of invoices and on satisfactory completion of services.

3. Currency of Payment

Payment shall be made in Indian Rupees only.

4. Repeat Orders

The Purchaser may at any time, can order upto 50% of the services under the present contract within six month from the date of supply/successful completion of the contract, the cost, terms and conditions remaining the same. It will be entirely the discretion of the Purchaser to exercise this option or not.

5. Sub-contracts

The successful bidder shall not assign, in whole or in part, its obligations to perform under the Contract to any third party and Sub-Contracting in any format will invite termination of the contract, if found.

6. Delays in the Vendor's Performance

6.1 Delivery of the security services and performance of service shall be made by the Vendor in accordance with the Timelines specified by the Purchaser in **Clause 4.1.3 and 4.1.4 of Section IV**.

6.2 An un-excused delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default.

6.3 If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely supply of services, the Vendor shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Vendor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. If the vendor request to delay the delivery of services and performance of services is not found acceptable to the purchaser, **Clause 6.2** would be invoked.

7 Liquidated Damages

- 7.1 The Bidder is liable to be imposed a penalty as per table below, for poor service/delivery, inadequate staff, etc. subject to maximum deduction of **10% liquidated damages** from the monthly bill . Once the maximum is reached, the Purchaser may consider termination of the Contract.

Sr. No.	Types of Service Deficiency/ Default	Severity Level	Penalty Rs.
01	Non-Deployment of the Manpower, Late Reporting, Refusal of duties , Non-observance of Dress code etc or deficiency of similar nature (per day)	1	Rs. 300/-
02	Poor, improper upkeep, Change of security guard without prior permission (per day) or deficiency of similar nature	2	Rs. 2,000/-

8. Termination for Default

- 8.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or in part by giving **1(One) month** notice:

- (a) If the Vendor fails to provide Security services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to **Clause 6**

OR

- (b) The Purchaser has noticed that the Bidder has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

- (c) The bidder is delayed due to causes of Force Majeure by **more than 1(One) month;**

OR

- (d) If the Vendor fails to perform any other obligation(s) under the contract.

- 8.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to **Clause 8** the Purchaser may pay, upon such terms and in such manner as it deems appropriate. However, the Vendor shall continue performance of the Contract to the extent not terminated.

- 8.3 In case the Bidder withdraws or the UIDAI Regional Office terminates the contract for violation of terms and conditions and/or deficiency in services during the period of contract, the additional expenses in hiring a new contractor on temporary arrangement till the time of appointing a regular contract through a tender process, will be adjusted against payments to be made.

9. Force Majeure

- 9.1 Notwithstanding the provisions of **Clauses 6, 7, 8** the Vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 9.2 For Purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars

or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 9.3 If a force Majeure situation rises, the Vendor shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

10. Termination for Convenience

- 10.1 The Purchaser may by written notice sent to the Vendor, terminate the Contract, in whole or in part at any time of its convenience after giving **1(One) month** notice. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

11. Dispute Resolution

- 11.1. If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days' notice to refer the dispute to arbitration to the other Party in writing.

- 11.2. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.

- 11.3. The Arbitration proceedings shall be held in Bengaluru, Karnataka, India.

- 11.4. The Arbitration proceeding shall be governed by the substantive laws of India.

- 11.5. The proceedings of Arbitration shall be in English language.

- 11.6. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator.

- 11.7. In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of India or any person or institution designated by him (in case of International commercial Arbitration) shall appoint the Arbitrators/Presiding Arbitrator. In case of domestic contracts, the Chief Justice of the High Court or any person or institution designated by him within whose jurisdiction the subject purchase order/contract has been placed / made, shall appoint the arbitrator/Presiding Arbitrator upon request of one of the

parties.

- 11.8. If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.
- 11.9. It is a scope of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- 11.10. It is also a scope of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
- 11.11. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- 11.12. The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- 11.13. Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.
- 11.14. Continuation of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.

12. Applicable Law

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

13. Notices

- 13.1 Any notice by one party to the other pursuant to the Contract shall be sent in writing or by email and confirmed in writing to the address specified for that purpose in the contract.
- 13.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

14. Price Fall

- 14.1 The prices charged for the services supplied under this contract by the Vendor shall in no event exceed the lowest price at which the Vendor sells the Services or offers to sell Services of identical description to any persons/organizations including the Purchaser or any department of the Central or State Government or any statutory undertaking of the Central or State Govt., as the case may be, during the currency of the contract.
- 14.2 If any time during the contract period the Vendor reduces the sale price, sells or offers to sell such Services to any person/organization including the purchaser or any department of State or Central Govt. or any department of a State Govt. for statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction of sale or offer to sell to the purchaser and the price payable under the contract for the Services supplied after the date of coming into force of such reduction or sale or

offer to sell shall stand correspondingly reduced.

- 14.3 Prices shall remain firm and shall not be subject to any upward revision on any account whatsoever throughout the currency of contract. The Purchaser, however, reserves the right to review and negotiate the charges payable for Services at the beginning or at any time, whichever is earlier, to incorporate downward revisions as applicable and necessary.

15. Prices

Prices to be firm: The prices quoted for the Services shall be firm throughout the currency of contract and shall not be subject to any variation, Unless if there any change in the minimum wages/VDA.

16. Deductions

Payments, as envisaged in **Clause 2**, shall be subject to deductions of any amount, for which the Vendor is liable under the agreement against this Bid.

17. Taxes and Duties

The Vendor shall be entirely responsible for all taxes, duties, license fees etc., incurred until performance of the contracted services to the Purchaser. If there is any reduction/increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser/Vendor.

18. Relationship between the parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between UIDAI and the bidder and/or its personnel. The bidder, subject to this Contract, has complete charge of the personnel and sub-contractors, if any, performing the Services and shall be fully responsible for the Service performed by them or on their behalf hereunder.

19. Governing Language

The Contract shall be written in the English language. Subject to **Clause 12**, that language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in that same language.

20. Services and other conditions

- 20.1 The Bidder shall ensure that his employees shall have Identity Cards, provided by the contractor which shall be worn in such a way that it is prominently displayed and visible for any person to identify the individual representing the contractor.
- 20.2 The Bidder should abide by and conform to the various provisions in so far as they relate to him as specified in the Contract Labour (R&A) Act, 1970.
- 20.3 The Bidder shall indemnify and shall keep the purchaser indemnified against acts of omission or negligence, dishonesty or misconduct of the men engaged for the work and the purchaser shall not be liable to pay for any damages or compensation to such person or to third party.

- 20.4 The Bidder shall, at all times, indemnify the purchaser against any claim which could arise under the workmen's Compensation Act, 1953 and/or under any statutory notification thereof or otherwise in respect of any damages or compensation in consequence of any accident, injury sustained to any of the workmen engaged by the bidder. The bidder shall insure all the employees engaged for this job and such policy shall be produced to the purchaser on demand.
- 20.5 In the event of any exigencies, the purchaser shall have discretion to call upon the bidder to provide such additional employees as may be necessary in its opinion for the purpose of effectively carrying out the services contemplated in this agreement.
- 20.6 The bidder shall arrange for the maintenance of all such registers and forms as are statutorily required and/or considered necessary for the efficient performance of the contract.
- 20.7 That it shall be clearly agreed and understood by the bidder that all the persons provided shall be the employees of the bidder and all disputes between the bidder and its employees shall have no bearing on the Purchaser. The Purchaser shall not be responsible for any claims made by such persons and shall not be liable to pay any amount to any employee/ex-employee of the bidder. The bidder is fully responsible for disciplined behavior of its workmen. The bidder shall not allow or incite his workers to participate in any trade union activities, agitations in any of the two premises.
- 20.8 All damages caused by the bidder or that of the bidder's employees or arising out of its employee's instruction shall be charged to the bidder and recovered from his dues/bills or adjusted against the performance guarantee.
- 20.9 If the performance of any worker/employees is not found satisfactory by the Purchaser, the Bidder will be asked to replace him.
- 20.10 The UIDAI Regional Office or the bidder in case of any failure or omission due to natural calamities, hurricanes or due to any statute or regulations of the government or because of any lock outs, strikes, riots, embargos for any political reasons or otherwise beyond the control of any party including war (whether declared or not) civil war or state of insurrection, will give notice to other party within 15 days of the occurrence of such incident that on account of the above event the notifying party has delayed the performance beyond its reasonable control and it was not due to negligence or default on its part.

21 Performance Security

- 21.1 Within **10 days** after the receipt of notification of award of the Contract from the Purchaser, the successful Vendor shall furnish performance security to the Purchaser, which shall be equal to **10 percent (Ten Percent)** of the value of the contract in the form of a bank guarantee bond from a scheduled bank.
- 21.2 The Performance Security Bank Guarantee shall be released on completion of the **Contractual Obligations**.
- 21.3 The performance security should remain valid for a period of **60 days** beyond the date of completion of all contractual obligations of Vendor.

SECTION IV- CONTENTS OF BIDS

Annexe 4.1.1

TECHNICAL BID

BID PARTICULARS FOR Bid No.02/ROB/2017

- 1. Name of the Bidder _____
- 2. Address of the Bidder _____
- 3. Name of the service provider _____
- 4. Address of the service provider _____
- 5. Place of service provider _____

- 6. Bidders Proposal Number and date _____
- 7. Name and address of the officer to whom
all references shall be made regarding
this bid _____
Tel. No. _____
Cell No. _____
Fax No. _____

Witness :	Bidder :
Signature -----	Signature -----
Name -----	Name -----
Address -----	Address -----
Date -----	Date -----

Company Seal

Technical Bid Letter

To

**The Assistant Director General (Administration),
Unique Identification Authority of India (UIDAI), Regional Office
Ministry of Electronics & Information Technology (MeitY),
GOVERNMENT OF INDIA
3rd Floor, South Wing, Khanija Bhavan,
No.49, Race Course Road, Bengaluru- 560 001**

Ref : Bid No. 02/ROB/2017

Sir,

We declare:

- (i) That we are provider of Security Services.
- (ii) That we/our principals are equipped with adequate manpower required and that our establishment is open for inspection by the representatives of the Unique Identification Authority of India.

2. We hereby offer to supply the Security Services at the prices and rates mentioned in the **Annexe 4.2.2** of the Commercial Bid.

3. PERIOD OF DELIVERY

We do hereby undertake that, in the event of acceptance of our bid, the services shall be made as stipulated in the schedule to the Bid Document and that we shall perform all the incidental services.

4. TERMS OF DELIVERY

The prices quoted are inclusive of all charges in the UIDAI at the location as mentioned in **Annexure 4.1.4** .

5. We agree to abide by our offer for a period of **120 days** from the last date of submission of bid and that we shall remain bound by a communication of acceptance within that time.

6. 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 of services as per these terms and conditions.

7. 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.)

8. Bid Security (**Earnest Money**), in original, for an amount equal to **Rs.20,000/- (Rupees Twenty Thousand only)** is enclosed in the Cover containing **Technical Bid** in the form of specified in **Clause5 of Section I**.

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

Dated this day of 2017

Signature of the bidder

Name :
Full Address :
Telephone No :
Fax No :

Details of enclosures:

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

Details of Manpower requirements**(A) Service Required :**

1. Security service:
2. Requirement of Manpower for the services

S. No.	Description	No. of Resources (+/-)	Qualification / Experience (min)	Work Timing	Work days / week
01	Security Service Staff	5(five)	As per standards	Please see Annexure 4.1.7	24x7

Location where Security Services to be provided

S No.	City	Address	Name of Contact Person
1	BENGALURU	Regional Office, UIDAI, 3rd Floor, South Wing, KhanijaBhavan, No. 49, Race Course Road, Bangalore	Sh. Ashok Lenin, Deputy Director(Admn)

Features of the premises

	Floor/ Level	Type of Usage	Cabins (Nos.)	Cubicles (Nos.)	Toilets (Nos.)	Open Area (approx.)	Total covered Area
01	Third Floor	Daily	15	64	15	3,000 sq.ft	9,700 sq.ft
	TOTAL		15	64	15	3,000 sq.ft	9,700 sq.ft

Details of the past contracts of Security services

Give details of the major similar contracts handled by the tendering Company/Firm/Agency on behalf of Government Departments, PSUs and other Private sector, during the last **3(three)** years in the following format.

(Also attach attested copies from various clients that will be considered as reference checks).

Sl. No.	Details of client along with address, telephone and Fax numbers	Amount of Contract. (Rs. in Lakh)	Duration of Contract.	Duration of Contract.
			FROM	TO

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

Note: UIDAI shall contact the clients to confirm the references provided.

Date:

Signature of authorized person

Full Name:

Seal:

Place:

Project and Manpower Details

Details of Projects and Manpower:

Sl No	Name of the Projects Ongoing and Completed (with the location details)	Start Date of Project	End Date of Project	Cost of Project (in Rs.)	Staff deployed (Should be supported by documents)

Note: If required, purchaser will visit the project site to verify.

Signature of authorized person

Date:

Name:

Place:

Seal:

Scope and Schedule of work(Security)

Duty will be in three shifts, i.e 8 hours shift (24 x 7)

Shifts :	First Shift	: 6 AM to 2 PM	} 2 Personnel each
	Second Shift	: 2 PM to 10 PM	
	Third Shift	: 10PM to 6 AM	} 1 Personnel

Commercial Bid Letter

To

**The Assistant Director General(Administration),
Unique Identification Authority of India (UIDAI), Regional Office
Ministry of Electronics & Information Technology (MeitY),
GOVERNMENT OF INDIA
3rd Floor, South Wing, Khanija Bhavan,
No.49, Race Course Road, Bengaluru- 560 001**

Ref : Bid No. 02/ROB/2017

Sir,

We declare:

- (i) That we are provider of Security Services.
 - (ii) That we/our principals are equipped with adequate manpower required for Security services and that our establishment is open for inspection by the representatives of the Unique Identification Authority of India.
2. We hereby offer to supply the Security Services at the prices and rates mentioned in the **Annexe 4.2.2** of the Commercial Bid.
 3. **PERIOD OF DELIVERY**

We do hereby undertake that, in the event of acceptance of our bid, the security services shall be made as stipulated in the Schedule to the Bid Document and that we shall perform all the incidental services.
 4. **TERMS OF DELIVERY**

The prices quoted are inclusive of all charges in the UIDAI at the location as mentioned in **Annexure-4.1.4**.
 5. We enclose herewith the complete **Commercial Bid** as required by you. This includes:

S. NO.	CONTENTS
1.	Commercial Bid Letter (Annexe 4.2.1)
2.	Cost for providing services (4.2.2)

6. We agree to abide by our offer for a period of **120 days** from the last date of submission of the bid and that we shall remain bound by a communication of acceptance within that time.
 7. 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 service as per these terms and conditions.
 8. 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.)
9. Bid Security (**Earnest Money**), in original, for an amount equal to **Rs. 20,000/- (Rupees Twenty Thousand only)** is enclosed in the Cover containing **Technical Bid** in the form of specified in **Clause 2 of Section I**.
 10. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and placement of awarding the Contract, shall constitute a binding contract between us.

Dated this day of 2017

Signature of the bidder

Name :
Full Address :
Telephone No :
Fax No :

Details of enclosures:

- 1.
- 2.

Commercial Bid

(To be kept in a separate sealed envelope)

Cost for providing Security services -

Sl. No.	Particulars	No. of persons	All inclusive Rate in rupees per person per month	Total Amount (in Rs)
1	Security Guards (i) Civilian Security Guards	5 persons on 8hr shifts		
2	Add Service Tax			
3	Total Amount (in Rs) (All inclusive amount to be quoted)			

Note:

1. No other charges would be payable by Client.
2. There would be no increase in rates during the Contract period unless otherwise change in minimum wages or statutory deductions.
3. The rates arrived at and quoted by Bidder has to be as per Minimum Wages Act 1936 and orders issued by Regional Labour Commissioner, State Govt. of Karnataka.
4. The rate quoted should be inclusive of ESI, EPF, Bonus, Leave Salary, Insurance etc.
5. Duty will be in three shifts, i.e 8 hours shift (24 x 7)Shifts :

First Shift	: 6 AM to 2 PM	} 2 Personnel each
Second Shift	: 2 PM to 10 PM	
Third Shift	: 10PM to 6 AM	} 1 Personnel

Signature of authorized person
Full Name & Designation:

(Seal)

Date:

Place

SECTION V- SCOPE OF WORK

1. Security Services to be provided.

1.1 Nature of services

- 1.1.1 The Agency shall provide Security services by deploying adequately trained and well-disciplined security personnel(civilian) 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. The security personnel shall be deployed in 3 shifts(24hrs) at the UIDAI for safeguard of the premises .
- 1.1.2 The Agency shall be responsible for opening/closing of the building and rooms as necessitated/directed by UIDAI located at KhanijaBhavan on working and closed days. The Agency shall ensure that water taps/lights/ACs are not left open/on after close of working hours on normal working days as well as on off days, as the case may be.
- 1.1.3. The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.The security personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment installed at UIDAI office. A mock fire drill may be organized every time change of personnel takes place.
- 1.1.4 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 Agency shall regulate courier services and other suppliers in case no other staff members are available.
- 1.1.5 The agency is required to take control of all the security measures mentioned under the heading of UIDAI Security Control Measures.

1.2 **UIDAI SECURITY CONTROL MEASURES**

Entry restrictions into and within premises:

- 1.2.1 Only employees, whose job description demand access to UIDAI, shall be allowed to enter the premises.
- 1.2.2 Visitors' entry 'into UIDAI premises shall be restricted. Appropriate security validations and checks such as verifying the identity of the visitor, checking the belongings, and bags etc. shall be carried out.
- 1.2.3 Use of authentication mechanisms like proximity cards, biometric systems shall be considered for server rooms, collocation areas, Data Center and areas where critical systems and applications are housed.
- 1.2.4 Visitors and third parties shall not be permitted access to the server rooms, collocation areas, Data Center areas and area where critical systems and applications are housed. If need be (servicing, maintenance, audit, housekeeping), visitors shall be escorted by respective teams (Operations team etc.). This arrangement shall exclude employees of outsourcing agency who shall be responsible for owning or operating an information processing facility at UIDAI, but

nevertheless shall carry a proper identification card issued by UIDAI for specified period of time.

1.2.5 At the first level, perimeter security, compound wall and Closed Circuit Television shall be installed as applicable.

1.2.6 UIDAI personnel shall be instructed to display their identification cards prominently while at the premises. Employees who fail to bring in their identification card shall be identified by another employee or be approved by their supervisor or by checking the details of the employee prior to being granted entry into the premises.

1.2.7 All employees shall be provided with proximity cards. The access cards shall be configured according to the rights given to the individual. Employees shall use the proximity cards to enter and exit the premises.

1.2.8 All logs pertaining to physical access to the UIDAI area shall be reviewed on a weekly basis and on demand as per requirement as applicable. Anomalies identified during the review shall be brought to the notice of Head –Information Security.

1.2.9 Personal electronic items such as CD-ROMs, computer peripherals, and cameras shall be declared at the gates. Employees shall be informed about the need to voluntarily declare the possession of any electronic media to security personnel.

1.2.10 Vendors/contractors shall be issued photo-based identification cards for their period of requirement at UIDAI. Security Guards shall grant them access in accordance with their work requirement.

1.2.11 Vendors/contractors shall deposit their identification cards / temporary access cards / visitor pass with the Physical Security Department at the end of each day and collect the same the next day while reporting for duty.

1.3 **Movement of assets/personal items in and out of UIDAI premises:**

1.3.1 All asset movements done inside UIDAI and assets carried out of UIDAI shall be duly authorized and tracked.

1.3.2 Any personal information storage media such as tapes, DAT drives, floppy drives shall not be allowed to be brought inside UIDAI, unless approved and authorized by Head –Information Security.

1.3.3 Any material movement beyond the normal working hours should be intimated in advance to the Physical Security / Administration Department for smooth operations.

1.4 **Movement of Assets going out of the premises:**

1.4.1 All movement of material in and out of premises shall be controlled by the Physical Security Department. All outgoing material shall be accompanied by a gate-pass, issued by authorized person in UIDAI. (Updated list of authorized signatories to be made available to Security by UIDAI).

1.4.2 In case an Information Technology asset is sent out for repairs, probable date of return shall be noted.

1.4.3 With regards to the physical movement of assets out of UIDAI premises, the security personnel shall check for an authorization from the Head – Information Security approving the movement of such sensitive assets out of UIDAI premises. The security personnel shall check the asset including IT assets against the gate-pass and enter the details in a register.

1.5. Movement of Assets coming into the premises:

- 1.5.1 All materials coming into UIDAI shall be first delivered at the gate after having verified by the Security. The respective stakeholder or a representative from the respective department shall validate and take possession of the assets during the delivery.
- 1.5.2 Security personnel shall enquire about the nature of asset, which is being brought in, and record the details in a register maintained to record the receipts.
- 1.5.3 The concerned employee/personnel to whomsoever the delivery of materials is intended shall be informed of the receipt of the asset.
- 1.5.4 The concerned employee/personnel shall carry out an initial inspection and acknowledge the receipt of the material. The concerned employee shall also sign the register to acknowledge receipt of material.
- 1.5.5 The Head – Physical Security Department shall review the register on a weekly basis.

1.6 Removal of Property:

- 1.6.1. UIDAI shall enforce authorization and control procedures that ensure information systems assets such as equipment or software from UIDAI are removed for business purpose only. Appropriate level of authorization shall need to be obtained for removing any UIDAI property.
- 1.6.2 All information system equipment containing storage media shall be checked to ensure that any sensitive data and licensed software have been removed or securely overwritten prior to disposal.

1.7 Restrictions at the' loading area:

- 1.7.1 The loading area shall always be manned.
- 1.7.2 Closed Circuit Television Cameras shall be implemented at the loading areas and shall be monitored round the clock.
- 1.7.3 The security shall have close watch in the loading area at the time of material movements being carried out.
- 1.7.4 In the case of entry to the loading area being different from the normal entry and exit gates special precautions shall be taken. The gates shall always be kept locked and the gates shall be opened only for loading and unloading of materials and in the presence of security personnel.
- 1.7.5 Lifts / service lifts at the loading area shall be manned. Access control to the lift area may also be configured based on requirement by the Physical Security team.

1.8 Closed Circuit TV (CCTV) Surveillance Monitoring:

- 1.8.1 Monitoring at UIDAI shall be performed using CCTV surveillance to ensure workforce safety and prevent property loss. Surveillance monitoring shall be limited to areas perceived as high risk unless otherwise required

1.9 Employees quitting UIDAI:

- 1.9.1 At the time of separation, UIDAI employees shall return the identification and proximity card to the HR Department. The Physical Security Department shall revoke the physical access of separated employees.
- 1.9.2 When in case of UIDAI employee not reporting to work for 3 days and/or not given a formal resignation letter, the issue shall be discussed with the employee's supervisor and then the employee shall be declared as an absconding employee. The General Administration Group personnel shall revoke the physical access of the absconding employee.

1.10 Lost Access Cards:

- 1.10.1 In case of card loss, employees shall intimate the Physical Security Department about the card loss and apply for a new identification and proximity card. The application shall be raised through Email.
- 1.10.2 The Physical Security Department shall revoke the access to the lost card and issue a new identification and proximity card to the employee based upon the request raised by the employee.
- 1.10.3 The New Access Card Requisition Email shall have a reference to the old access card number.

1.11 Permanent 1D/ Access Card Procedure:

- 1.11.1 Employees shall fill out and submit Physical Access Request Form to the Physical Security team, on obtaining approval from the Head -Information Security. If the employee loses the ID card / access card or both, the Physical Security team shall revoke all access pertaining to the card with immediate effect, and the same shall be reported to Head Information Security.
- 1.11.2 Upon an employee's resignation or being terminated, the Physical Security Department shall collect the ID card and deactivate the card access with immediate effect.

1.12 Visitors' Access Controls:

- 1.12.1 The regular vendors, suppliers shall be listed in independent registers and Physical Security personnel shall validate their name and identity before allowing them entry into premises. These parties shall be assigned Temporary passes or identification badges by the Physical Security Department.
- 1.12.2 Visitors shall sign-in, in the visitors' register, which shall be maintained by the security guard. This shall be retained and reviewed on a daily basis. In case the visitor is to visit any secure areas, a written authorization shall be obtained from the Head - Information Security.
- 1.12.3 UIDAI employee with whom the visitor is meeting shall receive the visitor and escort the visitor for the duration of the visit.
- 1.12.4 Visitors shall be instructed to display their visitor cards while inside the premises. Visitor's cards shall not have proximity access.
- 1.12.5 At the time of leaving UIDAI premises, the security guard at the gate shall collect the visitor card and shall mark the exit time on the register. Separate registers shall be maintained for visitors, employee entry without identification cards and vendors.

1.13 Individuals without Identification Badges

Individuals without a proper UIDAI identification badge shall be immediately questioned about their badge and if found not possessing a valid badge, shall be escorted to the physical security desk. This is to ensure that every individual is identified and is handed an identification badge at all times when inside a restricted area. All personnel shall wear identification badges when inside restricted areas and inside the premises.

1.14 Visitor Management

- 1.14.1 The security guard at the gate must ask visitors the purpose of their visit and whom they wish to meet in UIDAI.

- 1.14.2 The security guard must ensure that all visitors make an entry and sign the visitor's register maintained at the gate.
- 1.14.3 The security guard must inform the concerned UIDAI official that a visitor is coming to meet them.
- 1.14.4 The security guard must issue a visitor badge and the visitor pass, which needs to be signed by the person being visited. The security guard must record the visitor's badge number in the register. The security guard must direct the visitor to wear the badge.
- 1.14.5 The security guard must maintain a record of any personal information processing equipment or media like Tape Drives, laptops etc. to be brought in the office premise.
- 1.14.6 The serial number of the same must be noted in visitor register. The security guard must match the serial number of the laptop when the visitor enter and leaves UIDAI premise.
- 1.14.7 The security guard must physically screen all visitor baggage to ensure no undeclared information processing equipment is carried inside UIDAI premises.
- 1.14.8 Security guard at the perimeter gate must not allow any UIDAI owned information processing equipment or media to be taken out without a valid Gate Pass and check for signature of appropriate signatory.
- 1.14.9 The security guard must collect the visitor badge and signed visitor pass at the time of exit and log the exit time of the visitor.
- 1.14.10 Reconciliation of badges issued to visitors must be done at the end of each day.

SECTION VI- APPENDICES

Appendix A

CONTRACT

THIS AGREEMENT made this ___ day of between Unique Identification Authority of India, (hereinafter referred to as “**the Purchaser**”) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and permitted assigns of the FIRST PART and having its Office at (hereinafter referred to as “**the Vendor**”) which expression shall unless excluded by or repugnant to the context, includes their Heirs, Executors, Administrators, Legal Representatives and permitted Assigns of the SECOND PART.

WHEREAS Purchaser is desirous of entering into a contract for providing security services with the **Vendor**, for the Regional Office of Unique Identification Authority of India in Bengaluru, Karnataka, India, and has accepted to pay to the **Vendor** the contract amount for provisioning of manpower of Security services at a total cost not exceeding..... (**Rupees**) (hereinafter referred to as "the Contract Price").

AND WHEREAS the **Vendor** has agreed to provide Security services as listed in Bid Document No.02/ROB/2017 as per the rate(s) given in **the table below mentioned hereinafter**.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - A. Bid Document No.02/ROB/2017 regarding “Security Services” in the Data Centres of Unique Identification Authority of India in Bengaluru, Karnataka, India, including
 - (i) Instruction to Bidders **Section II**
 - (ii) General Conditions of Contract **Section III**
 - (iii) Scope of Work **Section V**
 - (iv) Location of Services to be provided **Annexure 4.1.4**
 - B. Clarifications issued by the **Purchaser**.
 - C. Pre-Qualification, Technical and Commercial proposals submitted by the **Vendor**.
 - D. Order No.____ dated _____ placed on the **Vendor**.
 - E. Acceptance of the order vide No._____ dated _____ by the Vendor.
 - F. Tender Document to be part of the contract.

3. In consideration of the payments to be made by the **Purchaser** to the **Vendor** as hereinafter mentioned, the **Vendor** hereby covenants with the **Purchaser** to provide the services and to remedy therein in conformity in all aspects with the provisions of the aforesaid Bid under reference.
4. The **Purchaser** hereby covenants to pay the **Vendor** in consideration of the provision of providing manpower for the services as listed in Table below, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

(Details of contract value in tabular form)

5. TOTAL CONTRACT VALUE: (**Rupees**

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and delivered for & on behalf of M/s _____

Signed, sealed and delivered for and on behalf of the President of India acting through the Director General, Unique Identification Authority of India

Signature -----

Signature -----

Name -----

Name -----

Designation _____

Designation _____

Address -----

Address -----

Date -----

Date -----

Place : Bengaluru

Place Bengaluru

In the presence of:

In the presence of:

Signature -----

Signature -----

Name -----

Name -----

Designation _____

Designation _____

Date -----

Date -----

Place : Bengaluru

Place Bengaluru

PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref.....

Bank Guarantee No.....

Date.....

**To
The CDDO,
Unique Identification Authority of India
Ministry of Electronics & Information Technology (MeitY),
3rd Floor, South Wing, KhanijaBhavan,
No.49,Race Course Road, Bangalore-560001**

Dear Sirs,

1. In consideration of the Unique Identification Authority of India, Ministry of Electronics & Information Technology (MeitY), 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 "**Providing Security Services at Regional Office, UIDAI,Bengaluru, Karnataka, India**" and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs. (in words & figures).
2. We.....(Name & Address of Bank Branch) having its Head office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor merely on a demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Owner by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding not withstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We

agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.

3. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
4. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Service Provider(s).
6. Notwithstanding anything contained hereinabove:
 - (1) Our liability under this guarantee is restricted to Rs. (in words & figures), as per **Clause 21 of Section III**.
 - (2) This Bank Guarantee will be valid upto; and
 - (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

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

WITNESS

.....
(Signature)

.....
(Name)

.....
(Official Address)

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)
Attorney as per
Power of Attorney No.....
Dated.....

BANK GUARANTEE FOR EMD**(To be stamped in accordance with Stamp Act)****The non-judicial stamp paper should be in the name of issuing Bank**

Ref.....

Bank Guarantee No.....

Date.....

To**The CDDO,****Unique Identification Authority of India****3rd Floor, South Wing, Khanija Bhavan,****No. 49, Race Course Road, Bangalore-560001**

Dear Sirs,

1. In accordance with Invitation to Bid for “**Security services**” under your Tender No..... M/s....., having its Registered/Head Office at..... (hereinafter called the ‘Bidder’) wish to participate in the said Bid or..... and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid upto on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.
2. We, the Bank at (local address) having our Head office at guarantee and undertake to pay immediately on demand by Unique Identification Authority of India, Ministry of Electronics & Information Technology, Government of India on behalf of the President of India, the amount of (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said ‘Owner’ shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.
3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s)/Service Provider(s).
4. Notwithstanding anything contained hereinabove:
 - (1) Our liability under this guarantee is restricted to Rs. (in words & figures).
 - (2) This Bank Guarantee will be valid upto; and
 - (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

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

WITNESS

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp)

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

Dated.....