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TENDER NOTICE FOR SECURITY SERVICES FOR UIDAI, RO, Lucknow

ON BEHALF OF Unique Identification Authority of India, Planning Commission, Government of India, sealed tenders under **two-bid** system are invited from reputed and experienced agencies for providing private security guards (Unarmed) for office building at TC/46-V, 3rd Floor, Vibhuti Khand, Gomti Nagar, Lucknow – 226010.

Sealed quotations with separate Technical and financial bids filled in the specified proforma and addressed to the Assistant Director General (HQ), Office of the Unique Identification Authority of India, Regional Office, TC/46-V, 3rd Floor, Vibhuti Khand, Gomti Nagar, Lucknow – 226010, should reach latest by 03.00 PM on 18-12-2012. Quotations received after the stipulated date and time will not be entertained.

The top of the envelop should be clearly super scribed "Tender for hiring of private security guards in UIDAI RO, Lucknow". The tender must be accompanied with a demand draft of Rs 10,000 (Rs Ten Thousand Only) in favour of SENIOR ACCOUNTS OFFICER, UIDAI, RO, LUCKNOW.

Specified Proforma along with all terms and conditions may be collected from Office of the Unique Identification Authority of India, Regional Office, TC/46-V, 3rd Floor, Vibhuti Khand, Gomti Nagar, Lucknow – 226010 on any working day between 11.00 am to 4.00 pm. These are also available on website: <http://uidai.gov.in>

The Technical Bids shall be opened first in the Conference room of the UIDAI, Regional Office, TC/46-V, 3rd Floor, Vibhuti Khand, Gomti Nagar, Lucknow–226010 **at 04:00 pm on 18-12-2012** by the Committee authorized by competent Authority and in the presence of such Tenderers who may wish to be present. The financial Bids of only those Tenderers whose Technical Bids have been accepted by the Office of the Unique Identification Authority of India, shall be opened at the same venue and on **20-12-2012 at 11.00 am** by the authorized Committee and in the presence of those who wish to be present. The Competent Authority reserves the right to reject any or all the quotations without assigning any reasons thereof.

Any future clarifications and/or corrigendum(s) shall be communicated through ADG (HQ) on the UIDAI website <http://uidai.gov.in>

Asst. Director General (HQ)
Regional Office, UIDAI
TC/46-V, 3rd Floor Vibhuti Khand,
Gomti Nagar, Lucknow-226010
csmishra@uidai.gov.in
Website: <http://uidai.gov.in>



SCHEDULE OF TENDER

1. Tender Notice No.	:	A-12035/06/2011/UIDAI/Lucknow
2. Name of the work	:	Hiring of Private Security Guards for UIDAI, RO
3. Location of work	:	TC/46-V, 3rd Floor, Vibhuti Khand, Gomti Nagar, Lucknow- 226010
4. Issue of Tender Document	:	23-11-2012
5. Last date for Pre-bid Clarification (by e-mail)	:	07-12-2012 at 1600 hrs.
6. Last date for replying to clarifications:	:	07-12-2012 at 1800 hrs.
7. Tender to be submitted	:	at 03:00 PM on 18-12-2012
8. Envelopes to be addressed	:	Bid For hiring of Private Security Guards For office of UIDAI - RO Lucknow, TC/46-V, 3rd Floor Vibhuti Khand, Gomti Nagar, Lucknow-226010
9. Opening of tender	:	Technical Bids – 18-12-2012 at 04:00 PM Financial Bids – 20-12-2012 at 11:00 AM
10. Amount of EMD	:	Rs. 10,000/-
11. Cost of Tender Form	:	Nil–

Note: 1) The tender form and connected documents can be downloaded from the UIDAI website. However, the tender must be submitted in physical form. Tenders received by email or in any other electronic form will be rejected.

2) The tenders completed in all respect must be received in this office before due date and time indicated above. The tenders received after the scheduled date and time will be rejected outright. All outstation tenders should be sent addressed to the undersigned so as to reach by the stipulated date and time of the receipt of tenders. As this is a two bid system-technical bid and financial bid are to be submitted as per the instructions in the Tender Documents.

Asst. Director General (HQ)
UIDAI, Regional Office
TC/46-V, 3rd Floor Vibhuti Khand,
Gomti Nagar, Lucknow-226010
csmishra@uidai.gov.in

TENDER DOCUMENT

UIDAI, RO, LUCKNOW INVITES QUOTATION FOR PROVIDING “SECURITY SERVICES”

MANDATORY CONDITIONS FOR QUALIFICATION OF BIDDER:

PROFORMA FOR TECHNICAL BID

(In separate sealed Cover-I super scribed as Technical Bid)

1. Name & Address of the Tenderer Organization/Agency with phone number, email and name and telephone/mobile number of contact person.					
2. Experience in the work of providing Security Services. Particulars of experience (Attach certificates, testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand for last 3 years along with a certificate from the agency where the job was carried out.		In following format			
Sl. No.	Name of Organization with complete address and telephone numbers to whom services provided	From	To	Contracted Amount (Rs. Per Month)	Reason for Termination

3	<p>Set-up of your Organization, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this service:</p> <p>(a) Is the establishment registered with the Government, i.e. Directorate General of Resettlement. Please give details of the registration number along with document/evidence.</p> <p>(b) Undertaking of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in UIDAI.</p>	
4	<p>Are you covered by the labour Legislation, such as, ESI, EPF, Gratuity Act etc.</p>	
5	<p>Please give EPF No.:: ESI code: Gratuity Act Regn. No.: DGR Regn. No.:</p>	
6	<p>Are you Governed by minimum wages rules of the Govt. of India applicable in Lucknow? If yes, please give details.</p>	
7	<p>Please attach copy of last return of Income Tax</p>	
8	<p>Please attach balance sheet of the company, duly certified by Chartered Accountant for last three (3) years.</p>	
9	<p>PAN No. (Please attach copy)</p>	
10	<p>VAT No. (Please attach copy)</p>	
11	<p>Trade License No. (Please attach copy)</p>	
12	<p>Service Tax Registration No. (Please attach copy)</p>	
13	<p>Acceptance of terms & conditions</p>	

	attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.	
14	Power of Attorney/authorization for signing the bid documents	
15	Please submit an undertaking that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). In addition to the undertaking, the firm shall produce certificate/verification from local police station. Indicate any convictions in the past against the Company/firm/partner.	
16	Details of DD/Pay Order of Rs. 10,000/- towards bid security (EMD). DD/PO No. Date: Drawn on:	

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Encls:

1. DD/Pay Order No. _____
2. Terms & Conditions (each page must be signed and sealed)
3. Financial Bid.

(Signature of Tenderer with seal)

Name:.....

Seal:.....

Address :.....

Phone No (O):.....

Fax No. (O):.....



PART-II

PROFORMA FOR FINANCIAL BID

(In sealed Cover-II super scribed "Financial Bid")

Sl. No.	Particulars	Unit	Rate per person/per month (in Rs)	Amount (in Rs)
1	Security Guards (Un-armed Civilian)	03*		
2	Other charges			
3	Add Service Tax			
4	Total Amount (in Rs.) (is not liable to change)			

Note: *One security guard for 8 Hrs (TOTAL 3 SECURITY GUARDS FOR 24 Hours), in three shifts on 7 days a week basis. However, the above number and arrangement of the deployment of security guards is without prejudice to the right of DDG, UIDAI, RO, Lucknow to deploy the security guards in any other number or manner considered to be more suitable in the interest of UIDAI, RO, Lucknow.

Copy of the Govt Order on Minimum Wages and wages approved by Dte. General of Resettlement/ Regional Labour Commissioner, Govt. of India may be provided.

Declaration by the Bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Note:

- i) No other charges would be payable by Client.
- ii) There would be no increase in rates during the Contract period except provision under the terms and conditions.
- iii) The rates arrived at and quoted by Bidder in Row 4 above will be considered as the price bid and will be payable to the selected bidder.

(Signature of Bidder with seal)

Name:.....

Seal:.....

Address

.....
Phone No O):.....

Fax No.

E-mail:

Place:

Date:.....

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

DRAFT AGREEMENT FORMAT

This agreement is made at Lucknow on the _____ day of _____
Two thousand twelve between _____ acting through Shri _____,

_____,
UIDAI, RO, Lucknow, Government of India having its office at TC/46-V, 3rd Floor, Vibhuti Khand, Gomti Nagar, Lucknow - 226010 (hereinafter called “**Client**” which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part**.

Second Part

M/s _____, having its
registered office at _____

(hereinafter called the “**Agency**” which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part** .

WHEREAS the “**Client**” is desirous to engage the “**Agency**” for providing Security Services for UIDAI as per the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc relating to security personnel deployed in UIDAI. The “**Client**” shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at UIDAI site. The “**Client**” shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving one month notice on either side.
5. In case of non-compliance with the contract, the “**Client**” reserves its right to:
 - a. Cancel/revoke the contract; and/or
 - b. Impose penalty upto 10% of the total annual value of contract.
6. Security deposit equal to 10% of the Annual contract value (refundable without interest after two months of termination of contract) in the form of Pay Order/Demand Draft or Bank Guarantee shall be furnished by the “**Agency**” at the time of signing of the Agreement.
7. The “**Agency**” shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in UIDAI site.

8. The security personnel provided by the “Agency” will not claim to become the employees of UIDAI and there will be no Employee and Employer relationship between the personnel engaged by the “Agency” for deployment in UIDAI site.
9. There would be no increase in rates payable to the “Agency” during the contract period except reimbursement of the statutory wages revised by the Govt. upon mutual consent and approval of the “Client”.
10. The “Agency” also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
11. Decision of “Client” in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the “Agency”.
12. The “Agency” shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The “Agency” shall keep “Client” fully indemnified against liability of tax, interest, penalty etc. of the “Agency” in respect thereof, which may arise.
13. In case of any dispute between the “Agency” and “Client”, “Client” shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Lucknow.

THIS AGREEMENT will take effect from _____ day of _____ Two thousand twelve and shall be valid for one year.

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

witness:

For and on behalf of the “Agency”

For and on behalf of the “_____”

Signature of the authorized Official

Signature of the authorized Official

Name of the Official

Name of the Official

Stamp / Seal of the “Agency”

SIGNED, SEALED AND DELIVERED

By the said _____
Name _____

By the said _____
Name _____

on behalf of the “Agency” in
presence of

on behalf of the “_____” in
presence of

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

ANNEXURE

TERMS & CONDITIONS OF CONTRACT

(Annexure to Agreement)

A. SCOPE OF WORK:

Providing Security services at UIDAI site at Lucknow by deploying required number of Security Personnel.

1. The Agency shall provide Security services by deploying adequately trained and well disciplined security personnel (Ex-serviceman+ 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.
2. The security personnel shall be deployed round the clock in 3 shifts at the UIDAI for safeguard of the premises.
3. The Agency shall be responsible for opening/closing of the building and rooms as necessitated/directed by UIDAI located at **TC/46-V, 3rd Floor, Vibhuti Khand, Gomti Nagar, Lucknow – 226010** on working and closed days.
4. 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.
5. The Agency shall maintain records of inward and outward movement of men (Employees, Sub Contractor Personals and also regulation of guests and visitors), materials and vehicles, etc with proper check on the same as per instructions given from time to time by Director General UIDAI located at **TC/46-V, 3rd Floor, Vibhuti Khand, Gomti Nagar, Lucknow - 226010**.
6. The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
7. The security personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment installed at UIDAI site. A mock fire drill may be organized every time change of personnel takes place.
8. The Agency shall keep the Client informed of all the matters of security and co-operate in the investigation of any incident relating to security.
9. The Agency shall regulate courier services and other suppliers in case no other staff members are available.

B. ELIGIBILITY CRITERIA:

1. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, empanelled/ registered with DGR who possess the required licenses, registrations [such as Private Security Agencies(Regulation) Act 2005] etc. as per law valid at least for 12 months from the date of the opening of tender.
2. The Bidder shall have at least 3 years experience of providing Security services in government offices/public sector undertakings/state government.
3. Having successfully completed works of similar magnitude and duration in last three years.
4. Proof of financial turnover per year achieved, duly attested by CA.
5. The bidder should have an office in Lucknow.
6. There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency).
7. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:
 - (a) DGR Regn. No.:
 - (b) PF Registration
 - (c) ESI Registration
 - (d) Service Tax Registration:
 - (e) Valid License, issued by Regional Labour Commissioner, Govt of India

C. INFORMATION AND CONDITIONS RELATING TO SUBMISSION OF BIDS

1. The initial period of contract shall be for 12 months may be extended by two years, one year at a time depending on performance of the Agency and at discretion of DY DIRECTOR GENERAL, UIDAI, RO, Lucknow.
2. The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be downloaded from UIDAI Website.
3. The interested agencies are required to submit the technical and financial bid separately in the format enclosed. The bids in sealed Cover-I containing "Technical Bid" and sealed Cover-II containing "**Financial Bid**" should be placed in a third sealed cover super scribed "**Tender for Security Services**" should reach UIDAI before 1500 hrs on or before **18-12-2012**. The technical bids shall be opened on the same day at 1600 hrs in presence of the bidders or their authorized representatives who choose to remain present.

4. All the pages of the tender should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender.
5. A copy of the terms and conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms and conditions.
6. The bidder shall pay Bid Security (EMD) of Rs 10,000/- (Rupees ten thousand only) along with the technical bid by Demand Draft in favour of “Sr.AO, UIDAI, RO, Lucknow” drawn on any Nationalized Bank/Scheduled Bank and payable at Lucknow. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage.
7. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.
8. As a guarantee towards due performance and compliance of the contract work, the successful bidder (agency) will deposit an amount equal to 10% of Annual Contract value towards Security Deposit by way of demand draft in favour of “ Sr. AO, UIDAI, RO, Lucknow” drawn on any Nationalized Bank/Scheduled Bank and payable at Lucknow.
9. The EMD deposited by successful agency will be adjusted towards Security deposit as demanded above. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited unless time extension has been granted by UIDAI.
10. The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the contract.
11. The bid shall be valid and open for acceptance of the Competent Authority of UIDAI for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder shall be entertained.
12. To assist in the analysis, evaluation and computation of the bids, the Authority may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
13. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate after complying with the provisions of Minimum Wages Act. In case two or more agencies are found to have quoted the same rates, the Competent Officer authorized by UIDAI shall decide about the agency to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the Competent Authority shall be final.
14. The rate quoted should be consolidated and inclusive of Income Tax, Employer

EPF contribution, ESI contribution etc, bonus, insurance, leave salary etc.

15. UIDAI shall reimburse the Agency to the extent of the amount of variation arising out of the upward revisions in minimum wages as per Labour Laws , above the rates mentioned in the contract and derived statutory obligations thereof provided the documentary evidence is produced by the Agency making such payments to that extent only.
16. DEPUTY DIRECTOR GENERAL, UIDAI, RO, Lucknow reserves the right to accept or reject any or all bids without assigning any reasons. DDG, UIDAI also reserves the right to reject any bid which in his opinion is non responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

D. TERMS AND CONDITIONS:

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

; 03 Security Guards

Office of UIDAI

TC/46-V, 3rd Floor, Vibhuti Khand, Gomti Nagar, Lucknow- 226010

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

2. The full particulars of the personnel to be deployed by the agency including their names and addresses, shall be furnished to UIDAI along with testimonials before they are actually deployed for the job.
3. The agency shall not deploy or shall discontinue deploying the person(s), if so desired by the Deputy Director General, UIDAI, RO, Lucknow at any time without assigning any reason whatsoever.
4. A local representative of Agency shall be In-charge of the security system and shall be responsible for the efficient rendering of the service under the contract. The security personal shall be equipped with latest communication systems/mobile. Night Guards shall be equipped with proper protection and lighting devices. While working at the premises of UIDAI, they shall work under directives and guidance of Deputy Director General, UIDAI, RO, Lucknow and will be answerable to him. This will, however, not diminish in any way, the agency's responsibility under contract to the UIDAI.
5. The agency shall deploy security guards trained in all facets of security work, including fire fighting. The Agency shall provide necessary undertaking and documentary evidence in this regard.

6. The visitors shall be regulated as per instructions of the Assistant Director General (HQ), UIDAI, RO, Lucknow procedure and records thereof maintained as stipulated. Further, the visitors shall be attended with due courtesy.

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

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

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

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

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

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

- (a) The Payment of Wages Act 1936
- (b) The Employees Provident Fund Act, 1952
- (c) The Factory Act, 1948

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

The details of payment made to Security Guard's EPF contribution, ESI etc. may be furnished to UIDAI on a quarterly basis.

13. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to Assistant Director General (HQ), UIDAI, RO, Lucknow and maintain liaison with the police. FIR will be lodged by UIDAI wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.

14. The agency shall ensure that security staff appointed by them is fully loyal-to and assist the UIDAI during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of the UIDAI.

15. In case of any loss that might be caused to the UIDAI due to lapse on the part of the security personnel discharging security responsibilities will be borne by the Agency and in this connection, Sr.AO, UIDAI, RO, Lucknow shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to UIDAI besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the contractor, UIDAI shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

16. In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.

17. As and when UIDAI requires additional security strength on temporary or emergent basis, the agency will depute such security personnel under the same terms and conditions. For the same, a notice of two days will be given by the UIDAI. Similarly, if the security personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the UIDAI shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.

18. The agency shall arrange to maintain at the security desk/booth, the daily shift-wise attendance record of the security personnel deployed by it showing their arrival and departure time. The Agency shall submit to UIDAI an attested photocopy of the attendance record and enclose the same with the monthly bill.

19. The UIDAI shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.

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

21. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.

22. The Security personnel deployed by the agency shall have at least the minimum elementary knowledge of reading and writing so as to be able to make entries in the registers kept at the security desk/booth whenever required and also to write their names in the attendance register and mark their arrival and departure by signing in the register.

23. In case of non compliance/non-performance of the services according the terms of the contract, UIDAI shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract. The penalty for some of the defaults is as under:

S.No.	Nature of default	Penalty in Rs.
1	Late Reporting	Rs. 100 per day
2	Non Reporting	Rs. 500 per day
3	Refusal of duties	Rs. 500 per day
4	Non-observance of Dress code	Rs. 100 per instance
5	Change of security guard without prior permission	Rs. 1000 per instance

On reporting of default of any type mentioned in this column on more than 3 occasions, the contract is liable to be cancelled and performance security deposits will be forfeited

24. The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify UIDAI against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in UIDAI premises/facility.

25. The decision of Dy Director General, UIDAI, RO, Lucknow in regard to



interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

26. In case of any dispute between the Agency and UIDAI, RO, Lucknow, Dy Director General, RO, Lucknow shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Lucknow.

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

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

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

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