



**GOVERNMENT OF INDIA
UNIQUE IDENTIFICATION AUTHORITY OF INDIA
OFFICE OF THE DEPUTY DIRECTOR GENERAL
REGIONAL OFFICE, BANGALORE**

No: 02/UIDAI/RO-BLR/2013-14/

Date: 04/11/2013

NOTICE INVITING TENDER

**FOR
SECURITY SERVICES**

LAST DATE FOR SUBMISSION OF TENDER : 25-11-2013

Sub: Invitation to bid for Security Services for UIDAI RO, 3rd Floor, Khanija Bhavan (South Wing), #49, Race Course Road, Bangalore-1

Sealed Tenders are invited for providing Security Services at UIDAI, 3rd Floor, Khanija Bhavan (South Wing), # 49, Race Course Road, Bangalore - 560001.

The bidders are requested to go through the tender enquiry document carefully, which will form part of the contract. The bidders should furnish all the information asked for, sign all the pages and submit the bid to the Deputy Director, UIDAI RO, 3rd Floor, Khanija Bhavan (South Wing), #49, Race Course Road, Bangalore-560001.

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CONTENTS OF TENDER DOCUMENT

| SL.NO. | Description of contents | Page No. |
|---------------|---|-----------------|
| 1. | Notice Inviting Tender | 1 |
| 2. | Scope of Work | 2 |
| 3. | UIDAI Security Control Measures | 2-5 |
| 4. | General information for submission of bids | 6-7 |
| 5. | Terms and Conditions of tender | 8-11 |
| 6. | Eligibility Criteria | 12 |
| 7. | Part – I Proforma for Technical Bid | 13-14 |
| 8. | Part II – Proforma for Financial Bid | 15 |
| 9. | Part III – Draft Agreement Format (to be made on Rs.100/- Non-Judicial Stamp Paper) | 16-17 |

| Particulars | Due Date |
|--|------------------------|
| Date of publication of tender | 04-11-2013 |
| Last date for tender related enquiries | 20-11-2013 |
| Last Date & Time for Submission of Tenders | 25-11-2013 at 1500 hrs |
| Time & Date of Opening Tenders | 25-11-2013 at 1530hrs |
| Opening of Financial Bid | Later date |

TENDER NOTICE FOR SECURITY SERVICES FOR UIDAI

ON BEHALF of Unique Identification Authority of India, Planning Commission sealed tenders under **two-bid** system are invited from reputed and experienced agencies for providing Security Services at the address given below:

**No.49, 3rd Floor,
South Wing,
Khanija Bhavan,
Race Course Road,
Bangalore - 560 001**

The interested agencies are required to submit the technical and financial bid separately. 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 for UIDAI**” and should reach the office of Assistant Director General (Adm.), UIDAI
No. 49,3rd Floor, South Wing, Khanija Bhavan,
Race Course Road, Bangalore

on or before **25/11/2013**, 1500 hrs.

The bids shall be opened on the same day at 1530 hrs at office of the Assistant Director General (Adm.),UIDAI, No.49, IIIrd Floor, South Wing, Khanija Bhavan, Race Course Road, Bangalore-560001 in the presence of bidders or their representatives.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement are to be downloaded from UIDAI website **www.uidai.gov.in**.

The bidders are required to pay tender document fee of Rs.570/- in the form of DD drawn on any Nationalized Bank in the favour of “**CDDO, UIDAI**”, payable at Bangalore, along with their tender bid in the Cover-I “Technical Bid”. Besides, the bidders are required to remit EMD of Rs.10750/- in the form of Demand Draft drawn on any Nationalized Bank in favour of “**CDDO , UIDAI**” payable at Bangalore.

Any further clarifications and/or corrigendum(s) shall be communicated through Admin. Division on the UIDAI website: uidai.gov.in

Before submission of tender agencies, if required can visit the office premises with the permission of the authorized UIDAI officials during the office hrs (except Saturday & Sunday) before offering the tender.

SCOPE OF WORK:

Providing Security Services at UIDAI Regional Office at Bengaluru by deploying required number of Security Personnel.

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 round the clock in 2 shifts at the UIDAI for safeguard of the premises including night shift.
2. The Agency shall be responsible for opening/closing of the building and rooms as necessitated/directed by UIDAI located at Khanija Bhavan 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.
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.
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.
5. The agency is required to take control of all the security measures mentioned under the heading of UIDAI Security Control Measures and Policy in Page No. 2-5 of the tender document.

UIDAI SECURITY CONTROL MEASURES

- A. Entry restrictions into and within premises:**
- a. Only employees whose job description demand access to UIDAI, shall be allowed to enter the premises.
 - b. 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.
 - c. 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.
 - d. 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.
 - e. At the first level, perimeter security, compound wall and Closed Circuit Television shall be installed as applicable.
 - f. 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.

- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.

B. Movement of assets/personal items in and out of UIDAI premises:

- a. All asset movements done inside UIDAI and assets carried out of UIDAI shall be duly authorized and tracked.
- b. 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.
- c. Any material movement beyond the normal working hours should be intimated in advance to the Physical Security / Administration Department for smooth operations.

C. Movement of Assets going out of the premises:

- a. 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)
- b. In case an Information Technology asset is sent out for repairs, probable date of return shall be noted.
- c. 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.

D. Movement of Assets coming into the premises:

- a. 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.
- b. 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.
- c. The concerned employee/personnel to whomsoever the delivery of materials is intended shall be informed of the receipt of the asset.
- d. 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.
- e. The Head – Physical Security Department shall review the register on a weekly basis.

E. Removal of Property:

- a. 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.
- b. 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.

F. Restrictions at the' loading area:

- a. The loading area shall always be manned.
- b. Closed Circuit Television Cameras shall be implemented at the loading areas and shall be monitored round the clock.
- c. The security shall have close watch in the loading area at the time of material movements being carried out.
- d. 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.
- e. 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.

G. Closed Circuit TV (CCTV) Surveillance Monitoring:

- a. 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.

H. Employees quitting UIDAI:

- a. 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.
- b. 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.

I. Lost Access Cards:

- a. 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.
- b. 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.
- c. The New Access Card Requisition Email shall have a reference to the old access card number.

J. Permanent ID/ Access Card Procedure:

- a. 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.
- b. 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.

K. Visitors' Access Controls:

- a. 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.
- b. 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.
- c. UIDAI employee with whom the visitor is meeting shall receive the visitor and escort the visitor for the duration of the visit.
- d. Visitors shall be instructed to display their visitor cards while inside the premises. Visitor's cards shall not have proximity access.
- e. 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.

L. 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.

M. Visitor Management

- a. The security guard at the gate must ask visitors the purpose of their visit and whom they wish to meet in UIDAI.
- b. The security guard must ensure that all visitors make an entry and sign the visitor's register maintained at the gate.
- c. The security guard must inform the concerned UIDAI official that a visitor is coming to meet them
- d. 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.
- e. 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.
- f. 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.
- g. The security guard must physically screen all visitor baggage to ensure no undeclared information processing equipment is carried inside UIDAI premises.
- h. 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.
- i. 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.
- j. Reconciliation of badges issued to visitors must be done at the end of each day.

GENERAL INFORMATION FOR SUBMISSION OF BIDS :

1. Contract Period:

The initial period of contract shall be for 12 months. It may be extended by the mutual consent depending on performance of the Agency and at discretion of DEPUTY DIRECTOR GENERAL, UIDAI, Regional Office -Bangalore.

2. Technical Bid & Financial Bid:

- a. 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 on or before 25/11/2013, 1500 hrs. The bids shall be opened on the same day at 1530 hrs in presence of the bidders or their authorized representatives who choose to remain present.
- b. 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.
- c. 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.

3. EMD Details:

The bidder shall pay Bid Security (EMD) of Rs.10750/- and tender document fee of Rs.570/- along with the technical bid by Demand Draft in favour of "PAO, UIDAI" drawn on any Nationalized Bank and payable at Bangalore. **Bids received without this shall stand rejected and shall not be considered.** 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.

4. Rejection of offer:

The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.

5. Security Deposit:

- a. As a guarantee towards due performance and compliance of the contract work, the successful bidder (agency) will deposit an amount equal to 5% of Annual Contract value towards Security Deposit by bank guarantee from any Nationalized Bank valid for 90 days from the date of expiry of the contract.
- b. 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.

6. Bid Validity:

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.

7. Evaluation of the offer:

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 cancel the tender and will decide for re-tender.

8. Rate: All inclusive rate

The rate quoted should be consolidated and fixed inclusive of Employer EPF contribution, ESI contribution etc, bonus, insurance, leave salary etc.

9. Minimum wages act 1936:

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.

10. Termination of the contract:

DDG, UIDAI Regional Office-Bangalore 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.

TERMS AND CONDITIONS :

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

No.49, 3rd Floor, - 3 Security Guards
South Wing,
Khanija Bhavan,
Race Course Road,
Bangalore - 560 001

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

2. The full particulars of the personnel to be deployed by the agency (Photo ID issued by the agency) including their name, mobile number 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 discontinue deploying the person(s), if so desired by the Deputy Director General, UIDAI 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 personnel 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 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 respects of security work, including firefighting. The Agency shall provide necessary undertaking and documentary evidence in this regard.
6. The agency has to follow the instructions which are issued from time to time by UIDAI.
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 Deputy Director General, UIDAI 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.
12. The agency shall be solely responsible for the 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 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 PAO, UIDAI for whatever reason. The Agency shall also be responsible for the insurance of its personnel.
13. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to Deputy Director General, UIDAI 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. At the time of submission of monthly bill for payment, the agency should obtain a certificate from the Assistant (Stock In Charge)/Section Officer stating that “ there was no case of theft/loss reported”
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 responsibilities, the lost will be borne by the Agency and in this connection, UIDAI 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.

a. Penalty:

Similarly, if the security personnel deployed by the agency are found any time absent from duty or sleeping or found engaged in irregular activities, the UIDAI shall deduct the requisite amount i.e. 1% on the monthly bill will be deducted from the amount payable 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 knowledge of reading and writing of local language and preferably English and Hindi 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 to the terms of the contract, UIDAI shall be at liberty to make suitable deductions i.e. 1% of the monthly bill without prejudice to its right under other provisions of the contract.
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 Deputy Director General, UIDAI 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, Deputy Director General, UIDAI shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Bangalore.
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.
30. The Agency shall ensure that the wages of the security personnel quoted / paid by them shall not be less than those presently applicable under Minimum Wages notification as amended from time to time. All rates quoted should be inclusive of all allowances, and statutory levies, etc. The agency shall also ensure timely payment of wages as per the Payment of Wages Act, 1936. The Agency will not *suo moto* claim any increase in the wages or any other allowances during the contract period unless it has been duly notified by the government.
31. UIDAI shall not be liable to pay any amount other than settled in the contract. Any payment under provisions of Workman Compensation Act 1923, ESI Act, 1948, Payment of Gratuity Act, 1972, Employees' Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Bonus Act, 1965 and/or any other statutory liability shall be made by the Agency and related challans / receipts must be enclosed with the monthly bill. The agency shall be solely responsible and liable for its personnel under the provisions of Contract Labour (Regulation & Abolition) Act 1970. A certificate to this effect will have to be submitted invariably every month in respect of manpower deployed by him. The certified copy of challans should be submitted along with the monthly bills of the ensuing month.
32. After awarding the work contract, if the Security Agency fails to take over the charge from the present Security Agency on the given date/time, the offer of contract will automatically stand cancelled without any notice and the total earnest money will be forfeited.
33. The successful tenderer shall provide the complete profile of all the Security Personnel proposed to be employed in UIDAI along with the latest known postal address where he has worked and latest postal / permanent address where he has resided. His proof of educational qualification, date of birth and latest passport size photograph mobile number- for record immediately along with the agreement.
34. Incomplete Tenders will be rejected. Any amendment and / or addition made to the Tender are not permissible after opening of the Tender. The Bid should be clearly filled or typed and signed in ink legibly giving full address of the tenderer. The tenderer should quote the price in figures as well as in words. Alteration if any, unless legibly attested by the tenderer with his full signature, shall invalidate the tender. The Tender should be duly signed by the authorised persons. In case there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.
35. UIDAI reserves the right to pre-maturely terminate the agreement without assigning any reason by giving one month notice before the expiry of the contract period.
36. Arbitration: All matters that arise / arbitrable will be within the jurisdiction of Bangalore.

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.

A. ELIGIBILITY CRITERIA:

1. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, empanelled/ registered and must possess the valid license under the Private Security Agencies (Regulation) Act 2005.

A. Technical and work experience eligibility: Particulars of experience (Attach certificates with self attestation). This shall cover the details of the security works undertaken for the last 3 financial years 2010-11, 2011-12, 2012-13 along with a certificate from the organisation for whom they have worked. Out of this, the agency should have undertaken the work for any of the govt. / PSU atleast for 1 year. (**Note:** The genuiness of the documents submitted by the agency along with the tender will be verified from the concerned issuing authority) (Please see the Technical bid in part I)

B. Financial Eligibility: The agency should have undertaken security work for the government offices/public sector undertakings/state government for value of Rs.5,00,000/- and above for any one of the financial year 2010-11, 2011-12, 2012-13. (Please see the Financial bid in part II)

C. The bidder should have an office in Bangalore.

D. There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency)/blacklisted by any other reputed departments. The agency should submit an undertaking in their letter head by the authorized person stating that there are no Police / Departmental cases pending against them.

E. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:

- (a) Valid license issued under the Private Security Agencies (Regulation) Act, 2005.
- (b) PF Registration
- (c) ESI Registration
- (d) Service Tax Registration.

PART-I**PROFORMA FOR TECHNICAL BID****(In separate sealed Cover-I super scribed as Technical Bid)**

| | |
|--|--|
| 1. Name | |
| 2. Local Address of the agency along with the valid / official phone Nos. of the concerned in-charge | |
| 3. Valid E-mail ID | |
| 4. 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 | |
| 5. Undertaking of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in UIDAI. | |
| 6. Experience in the work of providing Security Services. Particulars of experience (Attach certificates with self attestation). This shall cover the details of the security works undertaken for the last 3 years along with a certificate from the organisation for whom they have worked. Out of this, the agency should have undertaken the work for any of the govt. / PSU atleast for 1 year. (Note: The genuiness of the documents submitted by the agency alongwith the tender will be verified from the concerned issuing authority) | |
| 7. Is the agency having valid license to carry out the business of private security agency under the Private Security Agencies (Regulation) Act, 2005. If yes, please give the details of license and attach supporting documents. | |
| 8. Please give Registration No/ code of EPF & ESI. | |
| 9. Please attach copy of last three year Income Tax Return, viz FY 10-11,11-12 and 12-13 | |
| 10. Service Tax Registration no. (Please attach copy) | |
| 11. Power of Attorney/authorization for signing the bid documents if applicable, enclose copy of it along with authorized signatory | |
| 12. Please submit an undertaking that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency) in the agencies letter head. | |
| 13. Details of the DD of Rs. 10750/- towards bid security (EMD) and a DD of Rs. 570/-(cost of tender document) | |
| DD 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 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 | No. of persons | All inclusive Rate in rupees per person per month (12 Hrs duty per day) | Total Amount (in Rs) |
|----------------|---|-----------------------|--|-----------------------------|
| 1 | Security Guards (i) Civilian Security Guards | 3 | | |
| 2 | Add Service Tax | | | |
| 3 | Total Amount (in Rs) (All inclusive amount to be quoted) | | | |

Note:

- i) No other charges would be payable by Client
- ii) There would be no increase in rates during the Contract period.
- ii) The rates arrived at and quoted by Bidder has to be as per Minimum Wages Act 1936.
- iii) The rate quoted is inclusive of ESI, EPF, Bonus, Leave Salary, Insurance etc., as per para (8) in page No.7.

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.

(Signature of Bidder with seal)**Authorized Signatory with****signature and seal****Address** :**Phone No (O)** :**Fax No** :**E-mail** :**Place & Date** :

PART-III**(To be made on Rs 100 Non Judicial Stamp Paper)****DRAFT AGREEMENT FORMAT**

This agreement is made at Bangalore on the _____ day of _____ Two thousand twelve between _____ acting through Shri _____, _____, **UIDAI, Government of India having its office at No. 49, 3rd Floor, South Wing, Khanija Bhavan, Race Course Road, Bangalore.** (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 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
 - Penalty:**
 - b. Impose penalty upto 1% of the total monthly bill for unsatisfactory service of the Agency for every month.
6. Security deposit equal to 5% of the Annual contract value (refundable without interest after two months of termination of contract) in the form of Bank Guarantee shall be furnished by the '**Agency**' at the time of signing of the Agreement. Validity of BG has to be 90 days from the expiry of the date of expiry of contract.
7. The '**Agency**' shall be fully responsible for timely payment of wages every month 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.
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 right to decide. However, all matters of jurisdiction shall be at the local courts located at Bengaluru.

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

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

 Name _____ Name _____

on behalf of the ‘Agency’ in presence of on behalf of the ‘UIDAI’ in presence of

Witness _____ Witness _____
 Name _____ Name _____

Address _____ Address _____
