

File No – A/12025/06/2010/Adm/UIDAI

Government of India
Ministry of Communications & I.T.
Department of Electronics & Information Technology (DeitY)
Unique Identification Authority of India

2nd Floor, Tower-I, Jeevan Bharti Building
Connaught Circus, New Delhi-110001

Dated: 22.12.2015

TENDER NOTICE

Subject: Tender for providing **Security Services** at Unique Identification Authority of India (UIDAI) Headquarter, New Delhi.

On behalf of President of India Unique Identification Authority of India, Department of Electronics & IT, Ministry of Communications & IT invites sealed bids under “**Two-bid**” system from reputed and experienced bidders in two bid system i.e. “**Technical bid**” and “**Financial bid**” for providing Security Services at UIDAI, HQ premise consisting 2nd & 9th Floors, Tower-1 and 3rd Floor, Tower-2, Jeevan Bharati Building, Connaught Circus, New Delhi-110001.

Bid Information Sheet

Bid submission	13/01/2016 (15:00 Hrs)
Bid Opening	13/01/2016 (16:00 Hrs)
Declaration of bidders qualified for opening commercial bid	To be declared later
Validity of Tender	90 (Ninety) days from the date of opening of tender
Cost of Tender Document (non-refundable)	Rs.100/- to be submitted in the form of DD/Pay Order in favor of “PAO, UIDAI”, payable at New Delhi.
Bid Security/EMD	Rs. 75,000/- (Seventy Five Thousand only) to be submitted in the form of DD/ Pay Order in favor of “PAO, UIDAI”, Payable at New Delhi.
Performance Bank Guarantee(PBG)	10% of Contract Value, validity <u>60 Days</u> beyond the contractual period of one Year.

Important Note: Prospective Bidders are requested to remain updated for any notices/ amendments/clarifications, etc. to the Tender Document through the websites www.eprocure.gov.in / www.uidai.gov.in / . No separate notifications will be issued for such notices/amendments/ clarifications, etc. in the print media or individually.

Ratnesh Bharati,
Deputy Director (Admin)
Tel No. 011-23466842.

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(Ratnesh Bharati)
Deputy Director (Admin)
Tel No. 011-23466842,
Website: www.uidai.gov.in

Section 1

BID INFORMATION AND INSTRUCTION TO BIDDERS

1. Bid Information and Instructions to Bidders

1.1 Obtaining Tender Document, Tender Fee:-

- 1.1.1 The Tender Document can be downloaded **free of cost** from the website of UIDAI, www.uidai.gov.in/www.eprocure.gov.in from the date mentioned in the **Bid Information Sheet**.
- 1.1.2 Prospective Bidders interested to participate in the bidding process are required to submit their offer in response to this Tender Document along with a non-refundable **tender fee of Rs. 100/-**(Rupees One Hundred only).
- 1.1.3 It may be noted that UIDAI, HQ shall not pay any amount/expenses/charges/fees/traveling expenses/boarding expenses/lodging expenses/conveyance expenses, etc., regardless of the conduct or outcome of the Tendering process.

1.2 Earnest Money Deposit (EMD): -

- 1.2.1 The bidder shall be required to submit a sum of Rs. **75000/-**(Seventy Five Thousand only) as Earnest Money Deposit. Bids not accompanied with earnest money deposit shall be summarily rejected.
- 1.2.2 It shall be understood that the Tender Document has been sold/issued to the bidder and the bidder is permitted to bid in considerations of the stipulation on his/her part, that after submitting his/her bid, he/she will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to UIDAI, HQ.
- 1.2.3 Should the bidder fail to observe or comply with the said stipulation, the EMD amount shall be liable to be forfeited.
- 1.2.4 The EMD of the successful bidder will be returned after submission of Performance Bank Guarantee as defined in this Tender Document and obtaining confirmation letter.
- 1.2.5 The EMD of the unsuccessful bidders shall be returned to them within one month of issue of LOA to the successful bidder. But UIDAI will not be liable to pay any interest thereon.
- 1.2.6 In case it is found that, the bidder/s has furnished misleading/wrong or fraudulent information / documents or information furnished by them is not found to be true, the Earnest Money of the bidder/s shall be forfeited.
- 1.2.7 In case the bidder withdraws the bid before financial bid opening, then the EMD of the respective bidder shall be forfeited.

1.3 Bid Submission:-

- 1.3.1 Two Bids system has been envisaged under this Tender Document. Bids not accompanied EMD and Tender fee shall be summarily rejected.
- 1.3.2 The Bidders shall submit their offer (Both Technical and Financial Bids in separate sealed envelopes) in line with this Tender Document. The last date for submission of bids is as mentioned in the Bid Information Sheet. No bids shall be accepted after the date and time as mentioned in Bid information sheet. Technical bids shall be opened on the same day as mentioned in the Bid Information Sheet. Date of opening of financial bids shall be notified later.
- 1.3.3 When the bid is submitted by a company/organization, the bid shall be signed by the individual legally authorized to enter into commitments on their behalf. The bidder/s are advised to examine the various conditions and submit necessary documents accordingly. In case of non-submission of any of the desired information, bidders may not be qualified for which UIDAI reserves the right to reject.

1.4 Method of Submission

The response to Tender Document is to be in the following manner:-

- 1.4.1 **Fee Envelope** . Super scribed as **"Fee Envelope"** containing **"Tender Fee & EMD"** at the top of the Envelope and **Name & Address of the Bidder** on the left hand side bottom and shall contain:
- 1.4.1.1 DD/Pay order of Rs. 100/- towards **Tender Fee**+
- 1.4.1.2 DD/Pay order of Rs.75,000/- towards **EMD**+
- 1.4.2 **Technical Bid Envelope**+ - Super scribed as **Technical Bid**+ at the top of the Envelope and **Name & Address of the Bidder**+ on the left hand side bottom. This envelope shall be sealed and shall contain **Tender Document**+ signed & stamped on each page and **Technical Bid**" (**Annexure-"A"**) by enclosing **all the required documents** as mentioned in the bid including all the annexure (**C,D,E & F**).
- 1.4.3 **Financial Bid Envelope**+ - Super scribed as **Financial Bid**" at the top of the Envelope; and **Name & Address of the Bidder**+ on the left hand side bottom. It shall be sealed and shall contain the financial bid as per the format mentioned in **Annexure-"B"**.
- 1.4.4 The Sealed **Fee Envelope**+, **Technical Bid envelope**+ and the **Financial Bid Envelope**+ shall be placed in a bigger envelope Super scribed as **Security Service for UIDAI HQ**+ and shall be addressed to:

Deputy Director (Admin), UIDAI,
2nd Floor, Tower-1,
Jeevan Bharati Building, Connaught Place,
New Delhi-110001.

Note: **All the above documents should be signed & stamped on each and every page before submitting to avoid rejection.**

1.5 Bidders' Eligibility Criteria:-

Prospective Bidders *are required to submit* duly signed and stamped Tender Document on each & every page (amendments if any) including the following documents by the Authorized signatory *with the Technical Bid*:-

- 1.5.1 Cost of Tender Document: The Technical bid should be accompanied by tender cost of Rs. 100/- (One Hundred only).
- 1.5.2 **EMD (Earnest Money Deposit):** The Technical Bid should be accompanied by an Earnest Money of Rs. 75000/-(Seventy Five Thousand Only).
- 1.5.3 **PSARA/DGR License:** The prospective Bidders should be registered under the Private Security Agencies (Regulation) Act, 2005/Directorate General Resettlement (DGR), Department of Ex-Servicemen Welfare (Ministry of Defence). Copy of registration indicating the number & date of registration and registration to operate in NCT of Delhi, duly self attested must be submitted with the offer otherwise offer shall not be considered and will be summarily rejected. Registration shall be valid at least for 12 months from the date of opening of bid.
- 1.5.4 Self attested copy of PAN/TAN card under Income Tax Act.
- 1.5.5 Self attested copy of Service Tax Registration number.
- 1.5.6 Self attested copy of Valid Registration of the Agency/Firm. (self attested copy of Registration Certificate / Registered Partnership Deed / Certificate of Incorporation/ Memorandum and Articles of Association).
- 1.5.7 Self attested copy of the Valid Provident Fund Registration Number.
- 1.5.8 Self attested copy of the Valid ESI Registration Number.
- 1.5.9 Self attested copy of Valid and single Labour license in NCT of Delhi having minimum manpower of 100 Nos.
- 1.5.10 Undertaking/certificate to the effect that it has not been blacklisted/no criminal cases pending against the entity by any Central or State PSU/ body / institution / corporation / establishment (**Annexure-“C”**).
- 1.5.11 Certified copies of audited financial statements along with their respective ITRs for the immediate preceding 3 financial years i.e. (2012-13, 2013-14 and 2014-15).
- 1.5.12 Compliance certificate of the last three financial years (2012-13, 2013-14, 2014-15) regarding EPF, ESI, Service Tax, etc. from **Statutory Auditor** in original.
- 1.5.13 The bidder should have Main / Branch office in the jurisdiction of NCT of Delhi.

- 1.5.14 **Annual Turnover:** Minimum turnover of Rs 75 lakh in each of the immediate preceding **three financial years** 2012-13, 2013-14 and 2014-15 as evidence by the financial documents submitted by the bidder as per 1.5.11 above.
- 1.5.15 **Experience in Business:** Proof of experience of minimum 5 (Five) consecutive years in business of providing security services (self attested copy of Registration Certificate/Registered Partnership Deed/ Certificate of Incorporation/Memorandum and Articles of Association).
- 1.5.16 **Similar Work Experience:** The Bidder should have **at least Three** Security contracts for providing round the clock Security Services to any Central Government Institution/ Central Government Department/State Government Institution/ State Government Department/ Public sector Maharatna & Navratna Company / **reputed Indian Private Sector** having contract value/ Executed value of not less than Rs. **30 Lakh** under Single Work Order/Contract Agreement on Notarized Stamp during last five financial years. Enclose self attested copies of evidences.
- 1.5.17 **Performance certificate:** The Technical Bid should be accompanied by certificates showing satisfactory job performance in **at least three** Government/ Public Sector/ Autonomous Body/ Reputed Indian Private Sector entities during the last 3 financial years (2012-13, 2013-14 & 2014-15).
- 1.5.18 The list of 50 employed personnel for onsite deployment (**Annexure-D**).
- 1.5.19 Letter of authorization in favor of the person to sign this tender and represent his/her company for this contract.
- (N.B.: Self certified copies as proof are to be attached.)
- Note: UIDAI, HQ reserves the right to verify/confirm all original documentary evidence submitted by the bidder in support of above mentioned clauses of eligibility criteria.

1.6 Financial Bid:-

The prices quoted in the commercial bid should be without any conditions.

- 1.6.1 The price bid must be filled in completely, without any error, erasures or alterations as per the specified format given in **Annexure-B**.
- 1.6.2 The prices should be mentioned in Indian Rupees only in clearly readable format without any overwriting.
- 1.6.3 Price quotation accompanied by vague and conditional expression such as %subject to immediate acceptance+, %subject to confirmation before sales+, etc. will be treated as being at variance and shall be liable for rejection.

- 1.6.4 The envelop consisting of Financial Offer shall be marked as **Financial Bid**
- 1.6.5 Prices quoted shall be firm for the entire period of Contract.
- 1.6.6 It is the responsibility of the Bidder to clearly identify all costs associated with any item or series of items in this Tender Document and submit the total cost (**items no. "3"**) in the financial bid.
- 1.6.7 The bidder shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.
- 1.6.8 In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
- 1.6.9 The bidder must fill and submit the rates as per instructions given above. If the bidder does not quote a price/rate for any item in Form of Bid, his/her tender may be summarily rejected.

1.7 Validity of Tender Document

The Bidder shall submit the response to Tender Document which shall remain valid up to Ninety (90) days from the date of opening of tender (~~%Bid Validity+~~). UIDAI reserves the right to reject any response to Tender Document which does not meet the aforementioned validity requirement.

1.8 Non Transferable Bid:

Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect. The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract.

1.9 Deviations:

The bidder should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender documents. Bidders are advised not to make any corrections, additions or alterations in the original tender documents. If this condition is not complied with, tender is liable to be rejected.

1.10 Deadline for submission of bid

The bid duly filled must be received by UIDAI at the address specified not later than the date and time mentioned in the ~~%Bid Information Sheet+~~ Bid received later than the deadline prescribed for submission of tender by UIDAI shall be rejected.

1.11 Withdrawal of bid

No Tender can be withdrawn after submission and during Bid validity period. Submission of a Bid by a bidder implies that he had read all the Bid documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the job to be done, local conditions and other factors having any bearing on the required job.

1.12 Opening of the bid

Bids will be opened at the address mentioned in %Bid Information Sheet+ in presence of bidders or authorized representatives of bidders who wish to attend the opening of tenders. Bidders or their authorized representatives who are present shall sign register in evidence of their attendance.

Bidders name, presence or absence of requisite documents, total cost of project quoted or any other details as UIDAI, HQ may consider appropriate will be announced and recorded at the time of bid opening.

1.13 Clarification of the bid

To assist the examination, evaluation and comparison of the tenders, UIDAI, HQ may at its discretion ask the bidders for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on the bidder.

1.14 Examination of the bids

A committee constituted by the **Competent Authority in UIDAI, HQ** shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionally or reservation. If a bid is not substantially responsive, it shall be rejected by the Competent Authority in UIDAI, HQ.

Decision of UIDAI, HQ regarding responsiveness or non-responsiveness of a tender shall be final and binding.

1.15 Canvassing

No bidder is permitted to **canvass to UIDAI on any matter** relating to this tender. Any bidder found doing so may be disqualified and his bid may be rejected.

1.16 Right to accept any bid or reject all bids

UIDAI, HQ reserves the right to accept or reject any bid or to annul and reject all bids at any time prior to the award of the contract without incurring any liability to the affected bidders or any obligation to inform affected bidder, the grounds of such action. If the bidder, as individual or as a partner of partnership firm, expires after the submission of his bid but before award of services, the UIDAI, HQ shall deem such bid as invalid.

1.17 Clarifications/ Amendments

Amendment/s if any will be uploaded in the website of UIDAI/Central Public Procurement Portal (www.uidai.gov.in / www.eprocure.gov.in) for information of all concerned. All are requested to remain updated with the websites. No separate reply/ intimation will be given for the above, elsewhere.

1.18 Cancellation of Contract

The UIDAI, HQ reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the UIDAI on the following circumstances:

- 1.18.1 The bidder has made the misleading or false representations in the forms, statements, and attachments submitted in proof of the eligibility requirements.
- 1.18.2 The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- 1.18.3 The bidder goes into liquidation voluntarily or otherwise
- 1.18.4 The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- 1.18.5 If deductions on account of penalties exceeds more than 10% of the total contract price.
- 1.18.6 After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the UIDAI reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make the additional expenditure, which the UIDAI may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- 1.18.7 UIDAI reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.
- 1.18.8 Performance Security should be refunded to the Service Provider without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract.

1.19 Important notes and instructions to Bidders

- 1.19.1 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- 1.19.2 If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to Tender Document, in any manner whatsoever, UIDAI reserves the right to reject such response to Tender Document and/or cancel the Letter of Award, if issued and the EMD/PBG provided up to that stage shall be en-cashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to Tender Document.

- 1.19.3 Response submitted by the Bidder shall become the property of the UIDAI, HQ and the UIDAI shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in **Clause 1.2.5**
- 1.19.4 All pages of the response to Tender Document submitted must be signed and stamped by the authorized person on behalf of the Bidder.
- 1.19.5 Bidders may carefully note that they are liable to be disqualified at any time during bidding process in case any of the information furnished by them is not found to be true. The decision of UIDAI, HQ in this respect shall be final and binding.
- 1.19.6 The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
- 1.19.7 Response to Tender Document that are incomplete, which do not substantially meet the requirements prescribed in this Tender Document, will be liable for rejection by UIDAI, HQ.
- 1.19.8 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 1.19.9 Non submission and/or submission of incomplete data/ information required under the provisions of Tender Document shall not be construed as waiver on the part of UIDAI, HQ of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- 1.19.10 Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this Tender.
- 1.19.11 UIDAI, HQ reserves the right to delete items from the schedule of requirements specified in the tender. UIDAI, HQ also reserves the right to alter the quantity as per the actual requirement from time to time.
- 1.19.12 UIDAI, HQ will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.
- 1.19.13 The bidder shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the bidder wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected.

Section 2

Scope of the Work

2 Scope of Work :

Providing Security services at office premises of UIDAI, HQ, New Delhi by deploying required number of Security Personnel round the clock.

- 2.1 The %Service Provider+ shall provide Security services by deploying adequately trained and well disciplined security personnel who shall safeguard the UIDAI site, buildings, moveable and immovable assets, equipments and other items at the above address from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other persons working in its complex/premises.
- 2.2 **Eighteen (18) numbers** of security personnel shall be deployed round the clock in 3 shifts at the UIDAI, HQ for safeguard of the premises.
- 2.3 The %Service Provider+ shall be responsible for opening/closing of the building and rooms as necessitated/directed by UIDAI located at Jeevan Bharati Building on working and holidays.
- 2.4 The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
- 2.5 The %Service Provider+ shall keep informed to the Client in respect of the matters related to security and co-operate in the investigation of any incident relating to security.
- 2.6 The %Service Provider+ shall assist the reception officer and / or otherwise handle reception activities w.r.t couriers and visitors etc.
- 2.7 The Service Provider shall be responsible for overall security arrangements of the UIDAI, HQ premises entrusted/ covered in the contract.
- 2.8 The Service Provider shall ensure that all instructions of the administration are strictly followed and there would no lapse of any kind.
- 2.9 No items are allowed to be taken out without proper Gate Passes issued by the Deputy Director (Admin) or Nodal Officer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
- 2.10 Deployment of Guards/Security Supervisors will be as per the instructions of the authorities of UIDAI, HQ from time to time and the Service Provider will be responsible for their optimum utilization.
- 2.11 Entry of the monkeys, etc. into the premises is to be prevented and should be at once driven out.

- 2.12 The Security Guards/Personnel on patrol duty should take care of all the Lights, Fans, Heaters, Air-conditioners, water taps, valves, water hydrants, etc. installed all over the premises before and after office hours on normal working days as well as on off days, as the case may be.
- 2.13 It should be ensured that flower pots, plants, etc. are not damaged either by the staff or by the outsiders or by monkeys/stray cattle.
- 2.14 The Security Guards should be **trained to extinguish fire** with the help of fire extinguishing cylinders and other fire-fighting material available on the spot. They will also help the fire-fighting staff in extinguishing the fire or in any other natural calamities. A mock fire drill may be organized every time change of personnel takes place, **such training** must be repeated every six months during the currency of the contract.
- 2.15 In emergency situations, security guards/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the UIDAI/ M/s LIC. Security personnel should be sensitized for their role in such situations.
- 2.16 The Security Guards are required to display mature behavior, especially towards female staff, female visitors, and elderly persons. The Security Guards shall also assist the handicapped visitors, senior citizens & children in reaching their desired locations and should have appropriate behavioral and communication training including ability to understand and converse in Hindi and basic English. Such training must be repeated every six months during the currency of contract.
- 2.17 The Security Guard on duty shall not leave the premises until his reliever reports for duty.
- 2.18 Any other duties/responsibilities assigned by the UIDAI Administration may be incorporated in the agreement. The same shall also be binding on the Service Provider.
- 2.19 The regularity of performances of the service shall be the essence of this agreement and shall form a central factor of this agreement. The Security Agency shall take all possible steps to maintain its performance as determined by the UIDAI, HQ from time to time. A committee constituted by Admin Div including a representative of Service Provider, shall review the performance in every three months, relating to security concerns or incidents, complaints, feedback/ suggestions for improvements of security system, etc.
- 2.20 If the UIDAI notices that the personnel of the Service Provider has/ have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Service Provider, who will take corrective steps immediately to avoid recurrence of such incidents, and report to the UIDAI.

Section 3

BID EVALUATION

3. Technical Bid evaluation

After bid opening, Technical & Commercial bids submitted by those Bidders who have furnished the tender fee and EMD shall be evaluated by a committee constituted by UIDAI, HQ.

The bids to be determined as substantially responsive shall be evaluated by the committee for technical compliance. The bidder must submit all necessary authentic data with necessary supporting certificates of the various items of technical evaluation criteria as per **clause 1.5** of this Tender Document, failing which his/her tender is liable to be rejected.

3.1 Financial Bid Evaluation:

Bidders qualified after Technical evaluation shall be notified of financial bid opening date & time. Representative of qualified bidders desirous of attending the financial bid opening may join the same at scheduled date and time at UIDAI, Headquarter.

Financial bids of those bidders shall be opened whose technical bids shall be found responsive and accepted by the Competent Financial Authority in UIDAI, Headquarter. The bidder, whose overall quoted rate inclusive all (**Total Annual Cost of the contract**) of **Financial Bid-Annexure-B**, shall be the lowest, would be selected as the successful bidder.

In addition to above, in case there is any tie in the rates, the documentary support on the past experience, past performance and number of personnel on muster roll shall be given more weightage in the selection. The decision of UIDAI shall be final and no representation shall be entertained in this case.

3.2 Award of Contract

UIDAI, HQ shall issue LoA (Letter of Award) in duplicate to the successful bidder in writing by a Registered Letter/Courier/Speed Post/E-mail or per bearer. Duly signed and stamped duplicate copy of LoA has to be returned by the selected bidder within a week of receipt of LoA as token of his/her acceptance in totality. This shall constitute a legal and binding contract between UIDAI and the selected bidder.

The successful Bidder shall be required to furnish **Performance Bank Guarantee** of **10% of the annual value of the contract** in the form of an Account Payee Demand Draft, Fixed Deposit, Bankers Cheque or Bank Guarantee in the defined form from any of the scheduled Commercial Banks drawn in favour of PAO, UIDAI, New Delhi. The Performance Security deposit will be refunded without interest only after satisfactory completion of the contract.

Successful bidder is required to submit performance bank guarantee (PBG) of as per timeline defined in this bid document. Duly signed and stamped Contract Agreement on stamp paper of requisite value has to be submitted to UIDAI, HQ within one week of issuance of LoA.

SECTION 4

General Conditions of Contract (GCC)

4. GENERAL CONDITIONS OF CONTRACT (GCC)

General Terms and Conditions of Tender: The Bidder is required to give confirmation of their acceptance of the General Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Service Provider in the Contract) as selected by the UIDAI. Failure to do so may result in rejection of the Bid submitted by the Bidder.

- 4.1 **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
- 4.2 **Effective Date of the Contract:** The contract shall commence from the date of awarding of the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
- 4.3 **Penalty for use of Undue influence:** The Service Provider undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the UIDAI or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Service Provider or any one employed by him or acting on his behalf (whether with or without the knowledge of the Service Provider) or the commission of any offenses by the Service Provider or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the UIDAI to cancel the contract and all or any other contracts with the Service Provider and recover from the Service Provider the amount of any loss arising from such cancellation. A decision of the UIDAI or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Service Provider. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Service Provider towards any officer/employee of the UIDAI or to any other person in a position to influence any officer/employee of the UIDAI for showing any favour in relation to this or any other contract, shall render the Service Provider to such liability/ penalty as the UIDAI may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the UIDAI.

- 4.4 **Agents / Vendor Commission** : The [Service Provider](#) shall confirm and declare to the [UIDAI](#) that the [Service Provider](#) is the original Service provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the [Service Provider](#); nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The [Service Provider](#) agrees that if it is established at any time to the satisfaction of the [UIDAI](#) that the present declaration is in any way incorrect or if at a later stage it is discovered by the [UIDAI](#) that the [Service Provider](#) has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the [Service Provider](#) will be liable to refund that amount to the [UIDAI](#). The [Service Provider](#) will also be debarred from entering into any Contract with the Government of India for a minimum period of five years. The [UIDAI](#) will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the [Service Provider](#) who shall in such an event be liable to refund all payments made by the [UIDAI](#) in terms of Contract along with interest at the rate of 2% per annum above the lending rate of Gol to States/UTs (Presently 8.75%). The [UIDAI](#) will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.
- 4.5 **Access to Books of Accounts**: In case it is found to the satisfaction of the [UIDAI](#) that the [Service Provider](#) has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Vendor Commission and penalty for use of undue influence, the [Service Provider](#), on a specific request of the [UIDAI](#), shall provide necessary information/ inspection of the relevant financial documents/information.
- 4.6 **Non-disclosure of Contract documents**: Except with the written consent of the [UIDAI/ Service Provider](#), other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
- 4.7 **Liquidated Damages**: In the event of the [Service Provider's](#) failure to submit the Bonds, Guarantees and Documents, supply/deployment of services as specified in this contract, the [UIDAI](#) may, at his discretion, withhold any payment until the completion of the contract. The [UIDAI](#) may also deduct from the [Service Provider](#) as agreed, **liquidated damages** to the sum of **0.5% of the contract price of the delayed/undelivered services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed service.**

- 4.8 **Termination of Agreement:** Without prejudice to what is contained hereinabove, UIDAI, Headquarter shall at its sole and absolute discretion, be entitled to terminate this agreement by giving one month's notice in writing of the intention to terminate without specifying any reason(s) without assigning any reason and without payment of any compensation, if
- 4.8.1 in the opinion of UIDAI (which shall not be called in question by the Vendor and shall be binding on the Vendor) the Vendor fails or refuses to implement this agreement to UIDAI's satisfaction, and/or
 - 4.8.2 the Vendor commits a breach of any terms and conditions of this agreement, and/or
 - 4.8.3 the Vendor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or execution or other process is levied upon or receiver is appointed of any part of the assets or property of Vendor, and/or
 - 4.8.4 for any reason whatsoever, the Vendor becomes disentitled in law to perform his obligations under this agreement, and/or
 - 4.8.5 There is no variation in the ownership/partnership or management of the [Service Provider](#) or his business without prior intimation in writing to UIDAI of such variation.
 - 4.8.6 If, UIDAI, Headquarter notices that the [Service Provider](#) has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- 4.9 **Events upon Termination:** In the event of termination of this agreement for any reason whatsoever, the Vendor/or persons employed by him shall not be entitled for any sum or sums whatsoever from UIDAI by way of compensation, damages or otherwise except for the accrued payments till the end date of this Agreement. On termination of the contract, the [Service Provider](#) shall take steps to withdraw all the services provided in a smooth and orderly manner.
- 4.10 **Governing Law and Jurisdiction:**
This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts of Delhi where UIDAI has its headquarter shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

4.11 Force Majeure

Notwithstanding the provisions of tender, the [Service Provider](#) shall not be liable for forfeiture of its performance security, Penalties or termination for default, if and to the Tender document for a security services at UIDAI, HQ 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.

- 4.11.1 For purpose of this clause, "Force majeure" means an event beyond the control of the [Service Provider](#) and not involving the [Service Provider's](#) fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc. Whether a Force majeure situation exists or not, shall be decided by UIDAI, HQ and its decision shall be final and binding on the [Service Provider](#) and all other concerned.
- 4.11.2 In the event that the [Service Provider](#) is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond **07 Days**, UIDAI HQ has the right to terminate the contract in which case, the contractual guarantees and warranties shall be refunded to him.
- 4.11.3 If a force majeure situation arises, the [Service Provider](#) shall notify UIDAI, HQ in writing promptly, not later than **2 days** from the date such situation arises. The [Service Provider](#) shall notify UIDAI, HQ not later than **2 days** of cessation of force majeure conditions. After examining the cases, UIDAI HQ shall decide and grant suitable additional time for the completion of the Work, if required.

4.12 Termination for Insolvency

UIDAI, HQ may at any time terminate the Contract by giving written notice to the [Service Provider](#), if he/she becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the [Service Provider](#), provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to UIDAI, HQ.

4.13 Notice:-

All notices, requests, claims, demands and other communications between the parties shall be in writing and shall be given (i) by delivery in person or (ii) by registered mail, postage prepaid, or (iv) by facsimile or (v) by electronic mail to the address of the party specified in this Agreement or such other address as either party may specify in writing.

All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.

- 4.14 **Dispute Resolution:** In case of any dispute between the Vendor and UIDAI arising out of or in relation to this Agreement, the dispute shall be referred to a sole Arbitrator to be appointed by UIDAI and the decision of such Arbitrator shall be conclusive and binding on both the parties. The arbitration proceedings shall be held in English language and the venue shall be in Delhi and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The Courts of Delhi will have jurisdiction over all legal disputes under this Agreement.
- 4.15 **Transfer and Sub-letting:** The [Service Provider](#) has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
- 4.16 **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
- 4.17 **Taxes and Duties:** The price shall include all applicable taxes, duties, levies, statutory obligations, etc. excluding Service Tax which **shall be paid if applicable**. Any change in any duty/tax upward/downward as a result of any statutory variation takes place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the service provider/Vendor. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the [UIDAI](#) by the [Service Provider](#). All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the [Service Provider](#).

Section-5
Special Conditions of Contract (SCC)

5. Special Conditions of contract

To ensure the effective and efficient security services in the office premises:

- 5.1 The %Service Provider+ shall deploy security guards trained in all facets of security work/gadgets, including fire fighting. The %Service Provider+ shall provide necessary undertaking and documentary evidence in this regard.
- 5.2 Intoxication is strictly prohibited in office premises.
- 5.3 The Service Provider shall providing services round the clock i.e. 24*7 (on a twenty-four hour and seven days a week basis).
- 5.4 Service Provider shall immediately inform to the Deputy Director (Admin) in case of security breach, fire incident, theft, fighting in office premise, etc.
- 5.5 However, the above number and arrangement of the Security personnel is without prejudice to the right of the 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.
- 5.6 The %Service Provider+ shall furnish full particulars of the personnel to be deployed including their names and addresses along with testimonials before their deployment.
- 5.7 The %Service Provider+ shall not deploy or shall continue deploying the security personnel, if so desired by the Director General, UIDAI at any time without assigning any reason whatsoever.
- 5.8 A local representative of %Service Provider+ 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 responsibility of the %Service Provider+ under the contract.
- 5.9 The visitors shall be regulated as per instructions of the Director General, UIDAI procedure and records thereof maintained as stipulated. Further, the visitors shall be attended with due courtesy.
- 5.10 A senior level representative of the %Service Provider+ shall visit UIDAI, HQ premises at least once-a-week and review the service performance of its personnel. During the weekly visit, the representative of the %Service Provider+ shall also meet to the UIDAI officer in-charge of the service under the contract. A committee comprising of the Deputy Director (Admin), Service Provider and ADG in-charge shall have a regular monthly meeting to review the performance and further strengthening the services.

- 5.11 The %Service Provider+ shall ensure that any replacement of the security personnel, as required by UIDAI for any reason specified or otherwise, shall be effected promptly without any additional cost to the UIDAI. If the %Service Provider+ wishes to replace any of the personnel, the same shall be done with prior concurrence of the Deputy Director (Admin) at his own cost.
- 5.12 The %Service Provider+ shall provide good uniform with name badges to its security personnel deployed at UIDAI, HQ at its own cost and ensure that they are used by the deployed personnel 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 %Service Provider+ at its own cost.
- 5.13 The %Service Provider+ shall ensure that the personnel deployed should be disciplined and do not participate in any activity prejudicial to the interest of the UIDAI/Govt. of India/any State or any Union Territory.
- 5.14 The day-to-day functioning of the services shall be carried out in consultation with and under directions 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 %Service Provider+ with the approval of Deputy Director General (Admin), UIDAI.
- 5.15 The %Service Provider+ 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 at UIDAI, HQ or for any accident caused to them shall not be liable to bear any expense in this regard. The %Service Provider+ shall make payment of wages to the security personnel deployed at site. The %Service Provider+ shall also be responsible for the insurance of their security personnel.
- 5.16 In case of any theft or pilferages, loss or other offences, the %Service Provider+ will investigate and submit a report to Assistant Director General, UIDAI and maintain liaison with the police. FIR will be lodged by UIDAI wherever necessary. If needed, joint enquiry comprising of both the parties shall be conducted and responsibility shall be fixed.
- 5.17 The %Service Provider+ shall ensure that security personnel deployed shall be 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.
- 5.18 In case of any loss that might be caused to the UIDAI due to lapse on the part of the security personnel while discharging their duties shall be borne by the %Service Provider+ and in this connection, UIDAI shall have the right to deduct appropriate amount from the bill of contracting %Service Provider+ to make good such losses 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.

- 5.19 In the event of any security personnel being on leave/absent, the %Service Provider+ shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the %Service Provider+ shall make provision for leave reserve.
- 5.20 As and when UIDAI requires additional security strength on temporary or emergent basis, the %Service Provider+ shall 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 %Service Provider+ 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 %Service Provider+ besides imposition of penalty for non-observance of the terms of contract.
- 5.21 The %Service Provider+ shall arrange to maintain daily shift-wise attendance record at the security desk/booth for the deployed security personnel showing their arrival and departure time. The %Service Provider+ shall submit an attested copy of the attendance record and enclose the same with the monthly bill for payment.
- 5.22 The %Service Provider+ shall ensure that deployed security personnel shall possess certificate of minimum 10th passed in any stream from any recognized institution as to make proper records at the security desk/ booth whenever required and also to make proper entries in the attendance register.
- 5.23 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.
- 5.24 The %Service Provider+ shall be solely liable for all payment/dues of the deployed security personnel. The %Service Provider+ 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.
- 5.25 The %Service Provider+ shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI, Taxes, etc. relating to the deployed personnel at UIDAI, HQ site or for any accident caused to them shall not be liable to bear any expense in this regard. The %Service Provider+ shall make payment of wages to personnel engaged. The %Service Provider+ shall also pay the wages to the security personnel through their **bank accounts** and invariably furnish the records of payments, PF, ESI, etc. in a systematic way on **monthly basis**. The %Service Provider+ shall also be responsible for the insurance of its personnel. The security %Service Provider+ shall specifically ensure compliance of various Laws/Acts, including but not limited to, with the following and their re-enactments/ amendments/modifications:-
- 5.25.1 The Payment of Wages Act, 1936.
 - 5.25.2 The Employees Provident Fund Act, 1952
 - 5.25.3 The Factory Act, 1988

- 5.25.4 The Contract Labour (Regulation) Act, 1970
 - 5.25.5 The Payment of Bonus Act, 1965
 - 5.25.6 The Payment of Gratuity Act, 1972
 - 5.25.7 The Employees State Insurance Act, 1948
 - 5.25.8 The Employment of Children Act, 1938
 - 5.25.9 The Motor Vehicle Act, 1988
 - 5.25.10 Minimum Wages Act, 1948
- 5.26 The details of wages, EPF, ESI, Taxes, Bonus, etc. paid to the security personnel shall be submitted to UIDAI on monthly basis before payment of subsequent month or as when required.
- 5.27 The decision of Director General, UIDAI in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the %Service Provider+.
- 5.28 In case of any dispute between the %Service Provider+and UIDAI, Director General, UIDAI shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at New Delhi.
- 5.29 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.
- 5.30 Any violation of instructions/agreement or suppression of facts shall attract cancellation of agreement without any reference.
- 5.31 On expiry of the contract, the %Service Provider+ shall hand over the Security services and all relevant records to UIDAI, failing which PBG Performance Bank Guarantee shall be forfeited. The contract may be terminated by giving one month's notice in writing by either party.
- 5.32 UIDAI, Headquarter may terminate the contract due to any breach of terms and conditions at the risk and cost of the bidder. Any sum of money due and payable to the [Service Provider](#) (including Security deposit) under this contract may be appropriated by UIDAI and set off the same against any claim of UIDAI arising out of this contract.
- 5.33 The [Service Provider](#) shall also ensure effective supervision of the deployed security personnel for efficient and effective service in the premise of UIDAI, HQ (2nd & 9th Floors, Tower-1 and 3rd Floor, Tower-II, Jeevan Bharati Building).
- 5.34 The [Service Provider](#) should submit report duly verified by the police about the credentials of the deployed security personnel within 15 days of their deployment and such reports may not be older than three months, with valid photo ID and Aadhaar Number. The [Service Provider](#) shall also ensure issuance of their proper Identity Cards and attendance through Biometric Attendance System. The [Service Provider](#) will submit the contact particulars including mobile/ Landline of deployed personnel.

- 5.35 The Service Provider shall be responsible for any consequential losses or liabilities arising out of misuse of the services/CCTV/IT Assets/Furniture, etc. and their allied components owned by UIDAI,HQ by any of the following means:
- 5.35.1. Unauthorized access, use or operation by any unauthorized person, staff, intruders, etc.
 - 5.35.2. Loss due to abuse, negligence, accident, theft, embezzlement, damage, etc. by any unauthorized person, staff, intruders, etc.
 - 5.35.3. Maintenance of proper visitorsq logbook, inlet/outlet register/records, visitor/floor management, etc.
- 5.36 The contract will be valid for a period of one year initially with effect from date of award of the contract. However, the contract may be extended further for a period of two years on year to year basis on the request of vendor, at the same rates, terms and conditions as in the present contract subject to satisfactory performance. The grant of extension of contract will be at the sole discretion of the competent authority of UIDAI, Headquarter.
- 5.37 The Service Provider should comply with the statutory provisions of the labour laws, minimum wages, bonus, Employee's State Insurance (ESI) etc. Registration certificates thereof should be furnished.

5.3 Payment Terms:

- 5.3.1 The UIDAI shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
- 5.3.2 No Payment shall be made in advance to neither the Service Provider nor any loan from any bank or financial institution be recommended on the basis of work award.
- 5.3.3 Payment will be released only on submission of Invoice/Bill duly completed in all respect, certified by in-charge of security in UIDAI nominated by Service Provider and on confirmation of PBG from the issuing bank.
- 5.3.4 Payments towards Security Service shall be made on monthly basis after deduction of taxes as applicable at the end of each month, on verification of Bills certified by SO (Admin), UIDAI HQ.
- 5.3.5 All payment shall be made by ECS/e-payment only and UIDAI, Headquarter shall be at liberty to withhold any of the payment in full or in part subject to recovery of penalties as mentioned in **clause 5.4**.
- 5.3.6 There shall be no increase in rates payable to the ~~%~~Service Provider+during the Contract period except reimbursement of the statutory wages revised by the Government.
- 5.3.7 The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.

5.4 **Penalty:**

- 5.4.1 Service Provider shall ensure that in case deployed security personnel remain on leave, shall provide the suitable substitute otherwise proportionate amount of wages along with a penalty of **Rs. 300/- per day per personnel** shall be deducted from the monthly bills due for payment.
- 5.4.2 Service Provider shall ensure that deployed security personnel wear proper uniform, shoes, belt, I-Card, etc. In case of failure, a penalty of **Rs. 300/- per day per personnel** shall be applicable and shall be removed if nos. of penalty exceeds four in a month with an additional penalty of **Rs. 600/- per personnel**.
- 5.4.3 Service Provider shall ensure punctuality of the deployed personnel, in case of late more than half and up to **2.0 Hrs** a penalty of **Rs. 200/-** shall be applicable and penalty shall be double for every two hrs. Habitual late (more than four occasions in a month) comers shall be removed immediately.
- 5.4.4 Service Provider shall ensure proper discipline and etiquettes to the deployed security personnel. No misbehavior by the deployed security personnel towards employees or visitors shall be allowed. In case of failure, security personnel shall be removed immediately in addition to a penalty of **Rs. 1000/- (One Thousand)** per personnel.
- 5.4.5 Service Provider shall ensure no delays / defaults in statutory compliance failing which a penalty of **Rs 2000/- (Two Thousand)** may be imposed for every default and shall ensure the compliance within a week time. Failure, if any, may lead to cancellation of the contract.

Unique Identification Authority of India

Annexure-A

Technical Bid for Security Services at UIDAI, HQ

Sr. No.	Particulars	Details
	Name	
	Complete Address	
	Email ID	
	Website, If any	
	Phone Nos./Mobile No.	
	Contact Person	
	Name:	
	Designation:	
	Phone No./Mobile No:	
	E-mail address	
1	Details of cost of Tender document	Draft No. Date: Amount: Bank:
2	Details of EMD	Draft No. Date: Amount: Bank:
3	PSARA/DGR Certificate (Enclose Self attested copy)	Number: Date: Issued By: Valid Till:
4	PAN/TAN Card (Enclose Self attested copy)	Enclosed: Not enclosed:
5	Service Tax Registration (Enclose Self attested copy)	No. Date: Registering Authority:
6	EPF Registration (Enclose Self attested copy)	No. Date: Registering Authority:
7	ESI(Enclose Self attested copy)	No. Date: Registering Authority:
8	Labour License for a minimum manpower of Hundred (100) Nos.(Enclose Self attested copy)	No. Date: Registering Authority:
9	Undertaking/certificate of Non-blacklisting / no criminal case during last three years/Training of fire-fighting/behavioral & communication training- Annexure-“C+”	Enclosed: Not enclosed:

10	Income Tax Returns: Proof of payment of Income Tax for the last three (3) Financial years (2012-13, 2013-14, 2014-15). (Enclose Self attested copy)	Enclosed: Not enclosed:
11	Certificate regarding submission of EPF, ESI, Service Tax Returns, etc. for last three Financial years (2012-13, 2013-14, 2014-15) certified by statutory auditors.	Enclosed: Not enclosed:
12	Registration Certificate of Proprietor/Agency/Firm under company act 1956/2013 (Enclose Self attested copy)	No. Date: Registering Authority:
13	Annual Turnover: Audited Balance Sheet/ P&L Statement for last three (3) F/Years(2012-13, 2013-14, 2014-15) certified by contractor's statutory auditors.	Enclosed: Not enclosed:
14	Min. 5 consecutive years of Experience in providing security services.	Enclosed: Not enclosed:
15	Similar Work experience (Tender Clause 1.5.18)- Enclose Annexure-“D” including Self attested copy of proof against above.	Enclosed: Not enclosed
16	Performance certificate (Tender Clause 1.5.19)- Enclose Annexure-“E” including Self attested copy of Agreement/Work Order.	Enclosed: Not enclosed
17	List of 50 employed personnel for onsite deployment. Enclose Annexure-“F” .	Enclosed: Not enclosed
18	Registered Main/Branch office in the jurisdiction of the NCT, Delhi (Enclose Self attested copy)	No. Date: Registering Authority:
19	Bank A/C details of the Service Provider(enclose Self Attested Copy)	Bank: A/c No: IFSC Code: (Enclosed/Not enclosed):
20	Copy of tender document duly signed at each page	Yes: No:
21	Whether all the enclosures have been signed by the bidder or authorized representative	Yes: No:
22	Organizational Set-up of Service Provider, clearly indicating details of managerial, supervisory and other staff (Enclose detail duly signed by the Bidder).	Enclosed: Not enclosed:

Date:
Place:

Signature of authorized person
Name:
Seal

Unique Identification Authority of India

Annexure-B

Financial Bid for Security Services at UIDAI, HQ

(In sealed Cover-II super scribed %financial Bid+)

Sub: Trained Security Guards (watch and ward) in uniform with I-Cards, Shoes, Belts, Cap and name plates etc. for providing round the clock Security Services at UIDAI, HQ.

Sl. No.	Particulars	Unit	Rate per person/per month (In *Rs)	Amount (in Rs)
		G	R	T=G*R
1	Security Guards (Civilian-unarmed)	18		
2	Other charges, if any			
3	Total Amount (in Rs.) (Is not liable to change)			

The rate per person may be given for Civilian Security Guard (watch and ward). Copy of the Govt. Order on Minimum Wage may be provided.

No overwriting, corrections, interlineations, etc. are permitted in the Financial Bid. If found, bid shall liable to be rejected.

Note:

1. The wage rates of security guard shall be given in compliance to all statutory obligations such as Minimum Wages, Allowances, Compensations, Gratuity, etc. applicable for Civilian Security Guards and shall vary to the amendments/increments enforceable Government from time to time, however the offered rate/amount of **items no. "3"** shall remain fixed and will not increase in any case during the currency of the contract.
2. If the bidder quotes wages (of the required Security Guards) less than the prevailing minimum wages for Watch and Ward (without arms), his/her bid shall be rejected summarily.
3. The Service Provider will have to provide two sets of uniform per year including I Cards, Shoes, Cap, Belts to all the workers & gum boots, rain coat (to whom required as per work allocation) of good quality and shall be approved by the Tender Inviting Authority. The dress includes full trousers, & shirt with full sleeves.
4. TDS (Tax Deducted at Source) as applicable, the same shall be deducted as per governing rules.
5. The Service Provider has to ensure payment to its security guards/staff not less than the current minimum wages rate applicable in the NCT of Delhi.

6. The Service Provider will have to make payment through e-transfer after opening of individual bank account for the security guards deployed and also forward the copy of their monthly bank statements to DD (Admin)/Nodal officer. Further, the copy of ESI cards, EPF No. issued to the security personnel should also be submitted to the DD (Admin)/Nodal officer or appropriate certification towards the same from contractor's statutory auditors.
7. **Quoted amount shall be inclusive of all taxes excluding Service Tax. Service Tax shall be paid if applicable.**

I/we also declare that, I/we will abide by all the rules and regulation of the tender document and applicable government rules, if awarded the Tender. I/we are also aware that the Tender Inviting Authority reserves his right to cancel our Tender in part or full without assigning any reason, what so ever, and for the same, I/we will have no right to challenge the same in any court of law.

Signature of Authorized Person

Date :
Place :

Full Name:
Company's Seal:

Undertaking/Certificate(On letter Head)

1. I, _____ Son / Daughter / Wife of
Sh. _____ Proprietor/Director/authorized signatory
of the Vendor/Firm/Agency, mentioned above, is competent to sign this declaration and
execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them;
3. I do hereby certify that the representative of the firm has seen and understood the
tender document and the rates have been quoted accordingly.
4. The information / documents furnished along with the above application are true and
authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact
that furnishing of any false information / fabricated document would lead to rejection of
my tender at any stage besides liabilities towards prosecution under appropriate law.
5. I do hereby certify that our firm has neither been blacklisted to/by any of the Govt.,
Ministries/Departments/Organizations/PSUs/PSU Banks with which the firm had
contracted for Security Service/any work, etc. nor any criminal case registered against
the firm during the last three years.
6. I do hereby certify that our firm has not been penalized or no arbitration is pending in
any of the Govt., Ministries/Departments/Organizations/PSUs/PSU Banks/Reputed
Indian Private Sector.
7. I do hereby certify that there is no case pending with the police and the other
Government agency against the firm/partner/agency.
8. I do hereby certify that all personal to be deployed have appropriate fire fighting
training including knowledge of use of fire extinguishers.
9. I do hereby certify that all personal to be deployed should have appropriate behavioral
and communication training including ability to understand and converse in Hindi and
basic English.

Date:
Place:

Signature of authorized person
Full Name:
Seal:

Similar Work Experience in Security Services Certificate

(on letter head)

It is to certify that M/s. _____
had provided/providing watch & ward/security services to _____
and this premises located at _____ vide
contract/Agreement/MOU bearing No. _____ dated _____ for the period from
_____ (date) to _____ (date).

The Financial component of the watch and ward/security contract for the subject
services was Rs. _____ (in words) Rs. _____
during the contract/Year.

Signature of the organization or
its authorized signatory _____

Name: _____

Designation: _____

Date and seal: _____

Performance Certificate

(on letter head)

It is to certify that M/s. _____
had provided/is providing watch & ward/security services to
_____ and this premises located at _____
for the period from _____ (date) to _____ (date).

The performance of the firm was satisfactory during the period of contract.

(Signature of authorized personnel of the organization)

Name and designation of signatory with seal

Date:

Place:

N.B : The above details, duly signed and sealed by the authorized signatory of the organization, should be enclosed with Technical Tender.

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

This agreement is made at New Delhi on the _____ day of _____ Two thousand sixteen between _____ acting on Behalf of President through Sh. Ratnesh Bharati, Deputy Director(Admin), UIDAI , Government of India having its office at Jeevan Bharati Building, 2nd Floor, Tower-I, New Delhi-110001 (hereinafter called ~~Client~~ which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Part.

Second Part

M/s _____, having its registered office at

(Hereinafter called the ~~Service Provider~~ 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 ~~Service Provider~~ for providing Security Services at UIDAI, Headquarter the terms and conditions stated below:

1. The Service Provider shall be solely responsible for compliance to provisions of various Labor, 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, Headquarter. The ~~Client~~ shall have no liability in this regard.
2. The Service Provider shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed for providing security service at office premises of UIDAI, Headquarter. 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 ~~Service Provider~~ at the time of signing of the Agreement.
7. The ~~Service Provider~~ 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 ~~Service Provider~~ shall not claim to become the employees of UIDAI and there will be no Employee and Employer relationship between the personnel engaged by the ~~Service Provider~~ for deployment in UIDAI site.
9. There would be no increase in rates payable to the ~~Service Provider~~ during the contract period except reimbursement of the statutory obligations revised by the Govt.
10. The ~~Service Provider~~ also agrees to comply with Terms and Conditions as stipulated in Tender Document.

11. Decision of ~~Client~~ in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the ~~Service Provider~~.
12. The ~~Service Provider~~ shall ensure full compliance with Tax laws of India with regard to this Contract and shall be solely responsible for the same. The ~~Service Provider~~ shall keep ~~Client~~ fully indemnified against liability of tax, interest, penalty, etc. of the ~~Service Provider~~ in respect thereof, which may arise.
13. In case of any dispute between the ~~Service Provider~~ and ~~Client~~ ~~Client~~ shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at New Delhi.
14. The total value of agreement, inclusive of all taxes, for hiring of security services at UIDAI HQ (18 x civilians @ Rs. _____/- each per month) will be Rs. _____/- for a period of one year which will be effective from date of awarding of the contract.
15. The contract will be valid for a period of 12 months w.e.f date of award of the contract. However, the contract may be extended in favour of the Contractor by the UNIQUE IDENTIFICATION AUTHORITY OF INDIA on the request of Contractor, on its sole discretion on the same rates, terms and condition as in the present contract on the basis of its satisfactory services and in exigency of work.

THIS AGREEMENT will take effect from _____ day of _____ Two thousand sixteen 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 New Delhi in the presence of the witness:

For and on behalf of the ~~Service Provider~~

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 ~~Service Provider~~

SIGNED, SEALED AND DELIVERED
By the said _____

By the said _____

Name _____

Name _____

on behalf of the ~~Service Provider~~ in the presence of

on behalf of the ~~_____~~ in the presence of

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____
