

**GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATIONS AND IT
DEPARTMENT OF ELECTRONICS AND INFORMATION TECHNOLOGY
UNIQUE IDENTIFICATION AUTHORITY OF INDIA
REGIONAL OFFICE, MUMBAI**

**TENDER DOCUMENT
HIRING OF SECURITY SERVICES FOR THE OFFICE OF UIDAI – R.O. MUMBAI**

- | | |
|---|----------------------------------|
| 1) Date of Issue | : 01-07-2016 |
| 2) Last Date & time for submission of Tender Document | : up to 1500 hours on 21-07-2016 |
| 3) Last date for pre-bid clarification | : 15-07-2016 |
| 4) Date & time for opening of Tender Document | |
| a) Technical bid | : At 16:00 hours on 21-07-2016 |
| b) Commercial Bid of eligible Tenderers | : Will be intimated later |

Contact Person:

Shri B V Jichkar
Deputy Director
UIDAI, Regional Office
7th Floor, MTNL Ex-Change Building,
G.D Somani Marg, Cuffe Parade,
Mumbai – 400 005.
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Government of India
Ministry of Communications and Information Technology
Department of Electronics & information Technology (DeitY)
Unique Identification Authority of India
Regional Office, 7th Floor, MTNL Exchange Building,
GD Somani marg, Cuffe Parade, Mumbai - 400 005.

TENDER NOTICE

- 1) On behalf of Unique Identification Authority of India, **Department of Electronics & IT (DeitY), Ministry of Communication & IT, Government of India**, Sealed quotations from registered and reputed agencies/firms are invited for hiring of private security guards for the office of UIDAI, Regional Office at 7th Floor, MTNL Exchange Building, G.D.Somani Marg, Cuffe Parade, Mumbai – 400005 initially for a period of one year extendable for one more year.
- 2) Sealed quotations with separate Technical and Financial bids filled in the specified Proforma and addressed to the Deputy Director, Office of the Unique Identification Authority of India, Regional Office, 7th Floor, MTNL Exchange Building, G.D.Somani Marg, Cuffe Parade, Mumbai-400005, should reach latest by 15.00 pm on 21-07-2016. Quotations received after the stipulated date and time will not be entertained.
- 3) The envelope containing the tender should be clearly super-scribed as "**Tender for hiring of Security Services in UIDAI, Regional Office, Mumbai**". The tender must be enclosed with a demand draft of Rs 10,000 (Rs Ten Thousand Only) issued in favor of DDO, UIDAI, RO, Mumbai.
- 4) The cost of the tender document is Rs. 100/-. The tender document along with terms and conditions may be collected by paying the cost of the tender document from Office of the Unique Identification Authority of India, Regional Office, 7th Floor, MTNL Exchange Building, G. D. Somani Marg, Cuffe Parade, Mumbai-400005 on any working day between 11.00 am to 4.00 pm. The same is also available on website <http://www.uidai.gov.in>.
- 5) General Terms and Conditions including Scope of work, are part of the tender document.
- 6) The Technical Bids shall be opened first in the UIDAI, Regional Office, 7th Floor, MTNL Exchange Building, G.D.Somani Marg, Cuffe Parade, Mumbai-400005 at 16.00 pm on 21-07-2016 by the Committee authorized by this office and in the presence of such tenderers who may wish to be present. The financial Bids of only those tenderers, whose Technical Bids have been accepted by the Office of the Unique Identification Authority of India, shall be opened at the same venue as informed by the Committee authorized by the this office and in the presence of those who wish to be present. The Competent Authority reserves the rights to reject any or all the quotations without assigning any reason.
- 7) Any further clarifications and / or corrigendum(s) shall be communicated through Deputy Director (Admin) of UIDAI, R.O, Mumbai.

(B V Jichkar)
Deputy Director (Admin)

SCHEDULE OF TENDER

1. Tender Notice No. : 4/30/2016
2. Name of the work : Hiring of Security Services for UIDAI,R.O
Mumbai
3. Location of work : 7th Floor, Cuffe Parade MTNL Exchange
Building, G.D. Somani Marg, Mumbai-400005
4. Submission of Tender Document : Tender to be submitted by 21-07-2016 at
15:00 hrs
5. Envelopes to be addressed : Bid For hiring Security Services for office
of UIDAI – Regional Office, Mumbai.

**Deputy Director
Unique Identification Authority of India,
R.O, Mumbai, 7TH Floor, Cuffe Parade, MTNL
Exchange Building, G. D. Somani Marg, Mumbai, 400 005.**

6. Opening of tender : Technical Bids on 21-07-2016 at 16:00 hrs
7. Amount of EMD :Rs. 10000/- (Rupees Ten Thousand Only)
8. Cost of Tender Form : Rs. 100/-

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

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

**Deputy Director
UIDAI Regional Office
7thFloor, Cuffe Parade MTNL Exchange, G.D. SomaniMarg,
Mumbai, 400 005
nivedita.golatkar@uidai.net.in**

**Government of India
Unique Identification Authority of India
Regional Office, Mumbai – 05.**

Proforma for Technical Bid

(In a separate sealed cover-I super-scribed as Technical Bid)
(Refer: Clause – ‘B’ of Part-IV “Eligibility Criteria” in the tender document)

1.	Name & Address of the Tenderer Organization/Agency with phone number, email and name and telephone/mobile number of contact person.				
2.	Experience in the work of providing Security Services. Particulars of experience (Attach certificates, testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand in any 3 years during last 5 years along with a certificate from the agency where the job was carried out. The Agency must attach copies of certificate “about satisfactory performance” from previous employer(s).		In following format		
Sl. No.	Name of Organization with complete address and telephone numbers to whom services provided	From	To	Contracted Amount (Rs. Per Month)	Reason for Termination
3	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: (a) Establishment should be registered with the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Act 1981 and Private security agencies (Regulation) Act, 2005 or under any other Law, which is in force as on date. Please give details of the registration number along with document/evidence. (b) Undertaking of the Agency confirming the supply of minimum 3 civilian guards to any reputed private and /or Public Sector Undertakings /Banks/Government Departments etc. for 3 years in the last five years. (c) Copy of payroll containing minimum 20 guards should be enclosed.				

4.	Please attach copy of the document covered under labour legislation: i.e. EPF Registration No. ESI Registration No. Pvt. Security Agency (Regulation),2005 Regn. No. :	
5.	The Firm must submit an undertaking that the wages to the security guards engaged will be governed by minimum wages rules as prescribed by Govt. of India.	
6.	Please attach copy of last Income-Tax return.	
7.	Date of Establishment / Incorporation of the Security Agency :	
8.	Please attach balance sheet of the company, duly certified by Chartered Accountant for last three (3) years.	
9.	PAN No.(Please attach copy)	
10.	License No: Attach copy of license issued by regional Labour Commissioner, Govt. of India.	
11.	Service Tax Registration No. (Please attach copy)	
12.	Acceptance of terms & conditions attached (Yes/No).Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.	
13.	Power of Attorney/authorization for signing the bid documents	
14.	Please submit an undertaking that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency).	
15.	Details of DD/Pay Order of Rs. 10,000/- towards bid security (EMD). DD/PO No. Date: Drawn on:	

Declaration by the Bidder:

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

Enclosures:

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

(Signature of Tenderer with seal)

Name:

Seal:

Address:

Phone No.(O):

FaxNo. (O):

E- mail Id:

PROFORMA FOR FINANCIAL BID

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

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

Note: * **One** security shall be deployed round the clock in 3 shifts *on all 7 days a week basis. However, the above number and arrangement of the deployment of security guards is without prejudice to the right of DDG UIDAI RO Mumbai to deploy the security guards in any other number or manner considered to be more suitable in the interest of UIDAI, RO, Mumbai.*

Declaration by the Bidder:

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

Note:

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

(Signature of Bidder with seal) Name:

.....

Seal:

Address:

Phone No (O):

Fax No:

E-mail:

Place:

Date:.....

PART-III

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

DRAFT AGREEMENT FORMAT

This agreement is made at Mumbai on the ____ day of _____ Two Thousand Sixteen (2016) betweenacting through Shri, _____ UIDAI, **RO, Mumbai, Government of India having its Office at 7th Floor, MTNL Exchange Building, GD Somani marg, Cuffe Parade, Mumbai - 400 005.** (hereinafter called "Client" which expression shall, unless repugnant to the context or meaning there of 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

(herein after called the "Agency" w hich expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part.**

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

- 1 The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc relating security personnel deployed in UIDAI, RO Mumbai. The agency will give proof of fulfilling statutory obligation. 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 two months 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 three months of termination of contract) in the form of Pay Order/Demand Draft in favour of Senior Accounts Officer, UIDAI, RO, Mumbai or Bank Guarantee shall be furnished by the "Agency" at the time of signing of the Agreement.
- 7 The "Agency" shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in UIDAI site.
- 8 The security personnel provided by the "Agency" will not claim to become the employees of UIDAI and there will be no Employee and Employer relationship between the personnel engaged by the "Agency" for deployment in UIDAI site.
- 9 There would be no increase in rates pay able to the "Agency" during the contract period except reimbursement of the statutory wages revised as per the Government of India, upon mutual consent and approval of the "Client".

- 10 The "Agency" also agrees to comply with annexed Terms and Conditions and amendments there to from time to time.
- 11 The agency and security personnel appointed shall keep confidential all information in connection with and related to UIDAI and shall not reveal the same to any third party. Any breach of confidentiality shall be a violation of the terms and conditions of this agreement.
- 12 The character/antecedents of security personnel should be verified by the Agency from the Local Police before deploying them and the certificate will be produced by the Agency to R.O. Mumbai.
- 13 Decision of "Client" in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the "Agency".
- 14 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.
- 15 In case of any dispute between the "Agency" and "Client", "Client" shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Mumbai.

THIS AGREEMENT will take effect from day of Two thousandand shall be valid for one year.

IN WITNESS WHERE OF both the parties here to have caused their respective common seals to be here into affixed/ (or have here into set the irrespective hands and seals) the day and year mentioned above in Mumbai in the presence of the witness:

**Signed, Sealed and Delivered from
On behalf of M/s _____**

**Signed, Sealed and Delivered from & On
behalf of President of India**

Signed

Signed

Name

Name

Designation

Designation : Dy. Dir. (Admin)

Date

Date

Place : Mumbai

Place : Mumbai

Witness Signature :

Witness Signature :

Name :

Name :

Address :

Address :

Annexure
GENERAL TERMS AND CONDITIONS
(Annexure to Agreement)

A) Scope of Work:

1. The Agency shall provide Security services by deploying adequately trained and well disciplined security personnel who shall safe guard the UIDAI site, buildings, movable and immovable assets, equipment's and other items at the above address from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other persons working in its complex/premises.
2. The security personnel shall be deployed round the clock in 3 shifts at the UIDAI for safe guard of the premises. One shift will be of 8 hours.
3. The Agency shall be responsible for opening/closing of the building and rooms as necessitated/directed by UIDAI located at **7th Floor, MTNL Exchange Building, GD Somani marg, Cuffe Parade, Mumbai - 400 005.** on working and closed days.
4. The Agency shall ensure that water taps/lights/ACs are not left open/on after close of working hours on normal working days as well as on off days, as the case may be.
5. The Agency shall maintain records of inward and outward movement of men (Employees, Sub Contractor Personals and also regulation of guests and visitors), materials and vehicles, etc with proper check on the same as per instructions given from time to time by DDG UIDAI RO located at, **7th Floor, MTNL Exchange Building, GD Somani marg, Cuffe Parade, Mumbai - 400 005.**
6. The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
7. The security personnel shall be duly trained in Fire Safety Operations. They should be trained to handle various fire control equipment installed at UIDAI site. A mock fire drill may be organized at periodic intervals.
8. The Agency shall keep the Client informed of all the matters of security and co- operate in the investigation of any incident relating to security.
9. The Agency shall regulate courier services and other suppliers incase no other staff members are available.

B) Eligibility Criteria:

1. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, empanelled/ registered with the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Act 1981 and Private security agencies (Regulation) Act, 2005 or under any other Law, which is in force as on date as per law valid at least for 12 months from the date of the opening of tender.

2. The Bidder shall have at least 3 years experience of providing Security services to reputed private and /or Public Sector Undertakings /Banks/Government Departments etc. in the last five years.
3. The bidder should have minimum 20 guards on monthly payroll and should have supplied minimum 3 civilian guards to minimum 3 reputed private and /or Public Sector Undertakings /Banks/Government Departments etc. for three years during the last 5 years.
4. The applicant contractor's Annual turnover should not be less than Rs. 24 lakh during last three Financial Years (Each Year) ending 31.3.2016. Proof of financial turnover per year achieved, duly attested by CA.
5. The bidder should have an office in Mumbai district.
6. There should be no case pending with the police against the Proprietor/ Firm/Partner or the Company (Agency).
7. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:
 - a. The Maharashtra Private Security Guards (Regulation of Employment and Welfare) Act 1981 and Private security agencies (Regulation) Act, 2005 or under any other Law, which is in force as on date.
 - b. EPF Registration
 - c. ESI Registration
 - d. Service Tax Registration:
 - e. Valid License, issued by Regional Labour Commissioner, Govt. of India

C. INFORMATION AND CONDITIONS RELATING TO SUBMISSION OF BIDS

1. The initial period of contract shall be for 12 months, which may be extended by one year on same terms & conditions depending on performance of the Agency and at discretion of Deputy Director General, UIDAI, RO, Mumbai.
2. The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be downloaded from UIDAI Website. Those who download the tender document from Website should enclose a DD for Rs 100/- in favour of "**DDO, UIDAI RO Mumbai**", payable at Mumbai, along with their bid in the Cover-I containing Technical Bid.
3. The interested agencies are required to submit the technical and financial bid separately in the format enclosed. The bids in sealed Cover-I containing "Technical Bid" and sealed Cover-II containing "**Financial Bid**" should be placed in a third sealed cover superscribed "**Tender for Security Services**" should reach UIDAI before 1500 hrs on or before **21th July, 2016** The technical bids shall be opened on the same day at 1600 hrs on 21st July 2016 in presence of the bidders or their authorized representatives who choose to remain present.
4. All the pages of the tender should be signed by the owner of the firm Authorized signatory. In case the tenders are signed by the Authorized signatory a copy of the power of

attorney/authorization may been closed along with tender.

5. A copy of the terms duly signed should be submitted along with the technical bid as token of acceptance of terms and conditions.
6. The bidder shall pay Bid Security (EMD) of **Rs. 10,000/-** (Rupees Ten thousand only) along with the technical bid by Demand Draft in favour of **“DDO, UIDAI RO Mumbai”** drawn on any Nationalized Bank/Scheduled Bank and payable at Mumbai. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage.
7. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.
8. As a guarantee towards due performance and compliance of the contract work, the successful bidder (agency) will deposit an amount equal to **10%** of Annual Contract value towards Security Deposit by way of FD or Bank Guarantee in favour of **“DDO, UIDAI, RO, Mumbai”** drawn on any Nationalized Bank/Scheduled Bank and payable at Mumbai.
9. The EMD deposited by successful agency will be adjusted towards Security deposit as demanded above. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of Letter of Award of Work, the bid security (EMD) shall be forfeited unless time extension has been granted by UIDAI.
10. The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the contract.
11. The bid shall be valid and open for acceptance of the Competent Authority of UIDAI for a period of 180 days from the date of opening of the tenders and no request for any variation in quoted rates and/withdrawal often thereon any ground by successful bidder shall be entertained.
12. To assist in the analysis, evaluation and computation of the bids, the Authority may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
13. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate after complying with the provisions of Minimum Wages Act. In case two or more agencies are found to have quoted the same rates, the Competent Officer authorized by UIDAI shall decide about the agency to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the Competent Authority shall be final.
14. The rate quoted should be consolidated and inclusive of Income Tax, Employer EPF contribution, ESI contribution etc, bonus, insurance, leave salary etc.
15. UIDAI shall reimburse the Agency to the extent of the amount of variation arising out of the upward revisions in minimum wages as per Labour Laws, above the rates mentioned in the contract and derived statutory obligations thereof provided the documentary evidence is

produced by the Agency making such payments to that extent only.

16. The financial Bids of only those tenderers, whose Technical Bids have been accepted by the Office of the Unique Identification Authority of India, shall be opened at the same venue as informed by the Committee authorized by the this office and in the presence of those who wish to be present. The Competent Authority reserves the rights to reject any or all the quotations without assigning any reason.
17. DEPUTY DIRECTOR GENERAL, UIDAI, RO, MUMBAI reserves the right to accept or reject any or all bids without assigning any reasons. DDG, UIDAI, RO, MUMBAI also reserves the right to reject any bid which in his opinion is nonresponsive or violating any of the conditions/specifications without any liability to any loss what so ever it may cause to the bidder in the process.

D. TERMS AND CONDITIONS:

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

03 (Three) Security Guards

**UIDAI, Regional Office Mumbai,
7th Floor, MTNL Exchange Building,
GD Somani marg, Cuffe Parade, Mumbai - 400 005.**

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

7. The security Guards must be having good physique, smart & pleasant personality. The job work of the agency shall be as under:-
 - 7.1. Putting in pace the checking mechanism for the visitor & staff of the RO, Mumbai as per direction of the DDG, RO Mumbai.
 - 7.2. Checking & making the records of inventory items coming in and going out of the premises (having gate pass with proper permission)
 - 7.3. Frisking of personal entering and leaving the premises.
 - 7.4. Proper recording of entry in register kept for the visitors
 - 7.5. Any other task assigned by UIDAI, RO Mumbai.
8. The visitors shall be regulated as per instructions of the Assistant Director General (Admin), UIDAI RO Mumbai procedure and records thereof maintained as stipulated. Further, the visitors shall be attended with due courtesy.
9. A senior level representative of the Agency shall visit UIDAI, RO, Mumbai 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, RO, Mumbai 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 the working.
10. The Agency shall ensure that any replacement of the personnel, as required by UIDAI, RO, Mumbai 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 (Admn), UIDAI RO Mumbai at Agency's own cost.
11. 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.
12. 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.
13. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the concerned UIDAI, RO, Mumbai officials. Proposals for efficient functioning of the security systems shall be discussed, considered and implemented from time to time by the agency with approval of Deputy Director General, UIDAI, RO, Mumbai.
14. The agency shall be solely responsible for compliance to the provisions of various Labour and

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

- (a) The Payment of Wages Act 1936
- (b) The Employees Provident Fund Act, 1952
- (c) The Factory Act, 1948
- (d) The Contract Labour (Regulation) Act, 1970
- (e) The Payment of Bonus Act, 1965
- (f) The Payment of Gratuity Act, 1972
- (g) The Employees State Insurance Act, 1948
- (h) The Employment of Children Act, 1938
- (i) The Motor Vehicle Act, 1988
- (j) Minimum Wages Act, 1948

Any increase in the minimum wages approved by Govt. of India during the contract period should be borne by the agency.

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

15. In any theft or pilferages, loss or other offences, the agency will investigate and submit a report to Deputy Director (Admn), UIDAI RO Mumbai 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.

Penalties: - Upon found responsible for loss/pilferage of the UIDAI property/equipments etc. the following penalties can be imposed on the Agency:

- 15.1. Payment of salaries can be deducted commensurate with the quantum of loss.
 - 15.2. Make good the full loss caused to the UIDAI property/equipment due to negligence/derelection of duties.
 - 15.3. Suitable legal action will be taken.
16. The agency shall ensure that security staff appointed by them are 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.
17. Any loss to the UIDAI due to lapse on the part of the security personnel discharging security responsibilities will be borne by the Agency and in this connection, UIDAI RO Mumbai 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 forth with or take any other action without assigning any reason whatsoever.

18. 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.
19. As and when UIDAI, RO, Mumbai requires additional security strength on temporary or emergent basis, the agency will depute such security personnel under the same terms and conditions. For the same, a notice of two days will be given by the UIDAI, RO, Mumbai. Similarly, if the security personnel deployed by the agency anytime are found absent from duty or sleeping or found engaged in irregular activities, the UIDAI, RO, Mumbai shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
20. 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, RO, Mumbai an attested photocopy of the attendance record and enclose the same with the monthly bill.
21. The UIDAI, RO, Mumbai shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
22. 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.
23. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
24. The Security personnel deployed by the agency shall have at least the minimum elementary knowledge of reading and writing so as to be able to make entries in the registers kept at the security desk/booth whenever required and also to write their names in the attendance register and mark their arrival and departure by signing in the register.
25. In case of noncompliance/non-performance of the services according the terms of the contract, UIDAI, RO, Mumbai shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract. The penalty for some of the defaults is as under:

Sr.No.	Nature of Penalty	Penalty in Rs.
1	Late Reporting	Rs.100 per day
2	Non Reporting	Rs.500 per day
3	Refusal of duties	Rs.500 per day
4	Non-observance of Dress code	Rs.100 per instance

5	Frequently Change of security guard without prior permission	Rs.1000 per instance
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On reporting of default of any type mentioned in this column on more than 3 occasions, the contract is liable to be cancelled and performance security deposits will be forfeited

26. The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify UIDAI, RO, Mumbai against all the payments, claims, and liabilities what so ever incidental or directly arising out for compliance with or enforcement of the provisions of any of the labor or other laws to the extent they are applicable to establishment/work in UIDAI, RO, Mumbai premises/facility.
27. The agency and security personal appointed shall keep confidential all information in connection with and related to UIDAI, RO, Mumbai and shall not reveal the same to any third party. Any breach in confidentiality shall be a violation of the term & condition of this agreement.
28. The character / antecedents of Security personal should be verified by the agency from the local Police before deploying them and the certificate should be produced by the agency to UIDAI RO Mumbai.
29. The decision of Dy. Director General, UIDAI RO Mumbai in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
30. In case of any dispute between the Agency and UIDAI, RO, Mumbai, Deputy Director General, RO, Mumbai shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Mumbai.
31. 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.
32. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
33. An agreement shall be signed with the successful bidder as per specimen enclosed.

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