



**GOVERNMENT OF INDIA
PLANNING COMMISSION
UNIQUE IDENTIFICATION AUTHORITY OF INDIA**

TENDER DOCUMENT

**For providing Manpower services
to the Unique Identification Authority of India by a
Private Manpower Agency**

Date of issue of Tender Document : **24.02.2014**

Last Date & time for submission of Tender Document : **up to 1500 hours on 18.03.2014**

Date & time for opening of Tender Document :

Technical bid : **At 1530 hours on 19.03.2014**

Financial Bid of eligible Tenderers : **At 1530 hours on 20.03.2014**

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No. A.12013/8/2013-Estt.
Government of India
Planning Commission
Unique Identification Authority of India

2nd Floor, Tower I, Jeevan Bharati Building,
Connaught Circus, New Delhi 110001,
Dated the 24th February, 2014

TENDER NOTICE

1. Sealed tenders are invited in separate covers as detailed in para 6 of Section A of tender documents under **Two Bid System** i.e. **(Part-I Technical Bid and Part-II Financial Bid)** from reputed, experienced and financially sound Manpower Agencies to provide manpower to UIDAI Headquarters in Delhi, its Regional Offices located in Bangalore, Chandigarh, Delhi, Guwahati, Hyderabad, Lucknow, Mumbai, Ranchi and Bangalore Technology Centre. The contract will be initially for a period of *two years* and is likely to commence from **March/April, 2014** which may be extended further for a period of one year depending upon the manpower requirement and administrative convenience of UIDAI. The quantum of requirement of manpower may increase or decrease during the period of contract.
2. **The tender document can be downloaded from the website of UIDAI at <http://www.uidai.gov.in>.**
3. The interested Agency may put the tender document complete in all respects along with **Earnest Money Deposit (EMD) of Rs.1,60,000/-** (Rupees One Lakh Sixty Thousand only) refundable without interest, in the form of Demand Draft / Pay Order drawn in favour of Pay and Accounts Officer, Unique Identification Authority of India, New Delhi up to **1500 hours on 18.03.2014** in the tender box kept on the Reception Counter of UIDAI, Second Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi 110001. The tenders will not be accepted beyond the stipulated date and time under any circumstances what so ever.
4. **The Technical bid shall be opened on 19.03.2014 at 1530 hours** in the Conference room of office of UIDAI, Third Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi 110001 in the presence of the representative of firms who wish to be present. At the first instance, the technical bids shall be analyzed by a Technical Committee constituted for the purpose. **At the second stage financial bids of only technically acceptable offers shall be opened at 1530 hrs on 20.03.2014.** Any change in the scheduled time for opening the financial bids will be communicated to only those firms/agencies whose technical bids are found in order.
5. The UIDAI reserves the right to cancel the tender at any time or withdraw any of the terms and conditions contained in the Tender Document without assigning any reason, thereof.

(N.K. Sharma)
Deputy Director
Telefax: 23466894

A. SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. The UIDAI, an Attached office of the Planning Commission, New Delhi, requires the services of reputed, well established and financially sound Manpower Company/Firm/ Agency (hereinafter referred to as Agency) to provide manpower services for its Headquarters at Delhi and Regional Offices located at Delhi, Hyderabad, Bangalore, Mumbai, Lucknow, Chandigarh, Ranchi and Guwahati *and Bangalore Technology Centre*.
2. The contract will be initially for a period of two years and is likely to commence from March/April, 2014 which may be extended for a further period of two years depending upon the manpower requirement and administrative convenience of UIDAI. The UIDAI, however, reserves right to terminate/curtail the Contract at any time after giving *one month's notice* to the selected service providing Agency owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc.
3. The UIDAI has initial requirement for manpower as detailed in Section C "Technical REQUIREMENTS FOR MANPOWER TO BE DEPLOYED" which may increase or decrease depending upon the requirement during the contract period.
4. The interested Agency may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of **Rs.1,60,000/-** (Rupees One Lakh Sixty Thousand only) with Technical bid up to 1500 hours on 18.03.2014 in the Tender Box kept at the Reception Counter of UIDAI, Second Floor, Tower-I, Jeevan Bharati Building, Connaught Circus, New Delhi-110001.
5. The various crucial dates relating to "Tender for Providing Manpower to UIDAI" are cited as under:

a.	Date of issue of Tender Document	24.02.2014
b.	Last date for receiving written queries for clarification on the bid document	Upto 03.03.2014
c.	Release of responses to clarifications*	Upto 12.03.2014
d.	Last date and time for submission of Tender Document	Upto 1500 Hours on 18.03.2014
e.	Date and Time for Opening of Technical Bid Financial Bid	At 1530 Hours on 19.03.14 At 1530 Hours on 20.03.14

(*As the responses as mentioned in 5(c) will be released on e-mail, bidders are required to provide their e-mail ids for communication).

6. The tender shall be accepted under Two Bid System. The interested agencies are advised to submit two separate sealed envelopes superscribing "Technical Bid for Providing Manpower to UIDAI" and "Financial Bid for Providing Manpower to UIDAI". Both sealed envelopes should be kept in a third bigger sealed envelope superscribing "Tender for Providing Manpower to UIDAI".
7. The Earnest Money Deposit (EMD) of **Rs.1,60,000/-** (Rupees One Lakh Sixty Thousand only), refundable (without interest), should be necessarily accompanied with the Technical Bid of the agency in the form of Demand Draft / Pay Order drawn in favour of Pay & Accounts Officer, *Unique Identification Authority of India*, New Delhi failing which the tender shall be rejected summarily.
8. The successful tenderer will have to deposit Performance Security Deposit of 400000/- (Rupees Four Lakhs only) in the form of bank guarantee issued by a reputed Bank or Fixed Deposit Receipt (FDR) made in the name of the Agency but hypothecated to the Pay & Accounts Officer, Unique Identification Authority of India, New Delhi covering the period of contract. The performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations by the firms. In case, the contract is further extended beyond the initial period, the performance security will have to be accordingly renewed by the successful tenderer.
9. The tendering Agencies are required to enclose duly attested photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily/outrightly rejected and will not be considered any further:

a.	Registration Certificate under Companies Act;
b.	Registration Certificate under Contract Labour(Regulation & Abolition) Act, 1972 ;
c.	Copy of PAN card of the Agency (not of the individual);
d.	Copy of the IT return filed for the last three financial years by the Agencies (not by the individual);
e.	Copy of EPF registration certificates
f.	Copy of ESI registration certificates;
g.	Copy of the Service Tax registration certificate;
h.	Copies of contracts awarded by the Central Government/ State Government/ PSUs/ Bank/reputed private firms during last five years.
i.	Certified copy of bank A/c for the last three years issued by the bank
j.	Copy of the Turnover statement of last three years duly certified by Chartered Accountant.
k.	Attested Copies of the registration certificate of branch offices

10. Conditional bids shall not be considered and will be outrightly rejected in very first instance.
11. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be attested by the person authorized to sign the tender bids.
12. It is to be ensured that the complete information as required by this office may be furnished by the bidders in the prescribed format. Formats submitted with incomplete information and not conforming to the requirements are liable to be rejected.

13. Each page of the tender should be signed by the tenderer or by his authorized signatories with seal of the agency.
14. The Technical bid shall be opened on the scheduled date and time (At 1530 on 19.03.2014) in the Conference Room of office of UIDAI, Third Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi 110001, in the presence of the representatives of the Agency, if any, who wish to be present at the time of opening the tender.
15. The Financial Bid of only those tenderers will be opened whose Technical bids are found in order. The Financial bid shall be opened at later stage. The scheduled time and venue etc. will be communicated to only those firms whose technical bids are found in order.
16. The UIDAI reserves the right to cancel all the bids without assigning any reasons.

B. TECHNICAL QUALIFICATION CRITERIA

1. The tendering manpower Agency must fulfill the following technical specifications in order to be eligible for technical evaluation of the bid described in detail in Section D & E:
 - (a) The Agency should have pan-India presence with proven capability to provide manpower all over India specifically in the places where regional offices of UIDAI are located viz Bangalore, Chandigarh, Delhi, Guwahati, Hyderabad, Lucknow, Mumbai, Ranchi and Bangalore Technology Centre.
 - (b) The Manpower Agency must have a minimum of 5 years experience in supplying manpower to reputed private companies/ Public Sector Companies/Banks/Central and State Government Departments. Details of contracts relating to supplying of man power to Central Government/State Governments/PSUs/Bank/reputed private firms in last five years along with attested copies of the supply order shall be enclosed.
 - (c) The Manpower Agency should have had a minimum annual turnover of Rs. 10 crore during last three years. A copy of turnover statement duly certified by the C.A must be enclosed with the tender document.
 - (d) Agency would have to be either registered as a Company or as a Partnership (including Limited Liability Partnership) under the Companies Act 1956 or Partnership Act as the case may be.
 - (e) The Agency should have proven track record on providing minimum of 150 full time manpower over the period of last three years to Central/State Government/PSUs or Public Limited Companies.
 - (f) The Agency should have its own Bank Account. Certified copy of the account for the last three years issued by the Bank shall be enclosed.
 - (g) The Agency (not individual) should have a PAN number. Certified copy of the PAN card shall be attached with the Bid document.
 - (h) The Agency (not individual) should be registered with Service Tax departments. Certified copy of the registration shall be attached with the Bid document.
 - (i) The Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts. Certified copies of the registration with EPF and ESIC shall be enclosed with the tender document.
 - (j) The Agency must be registered under Contract Labour (Regulation & Abolition) Act 1972. Registration & License No. of the Agency must be submitted along with the documents.
 - (k) The tenders not accompanied with the prescribed tender fee and the EMD in the form prescribed in the RFP would not be considered for technical evaluation.

C. JOB DESCRIPTION AND TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED

The qualifications and work experience required for personnel to be deployed by Agency is given below. The age of the personnel deployed by the Agency should be preferably between 21-35 years. The minimum approved rate to be paid on monthly basis to each of the personnel which is mandatorily required to be paid to the Agency is indicated below. The number of personnel at each level is also indicated below. *This is the tentative estimated requirement for the purpose of evaluation of this Bid. However, the actual requirement may vary and decrease or increase at different points of time based on functional requirements.*

Position	Job description & Technical requirements for the manpower to be deployed	Proposed remuneration per month (Rs.)	Likely numbers	
			HQ, Delhi	Regional Offices & Tech Centre
Multi Tasking Operators for Data Entry, Office Assistance, Quality Check, De duplication & Reception*.	<p><u>Qualification(s)</u></p> <ul style="list-style-type: none"> ➤ Graduate with good communication skills in English and Hindi or Regional languages. ➤ Good knowledge of computer (MS Office, Word, Excel and Power Point) and LAN functions. ➤ Proficiency in Typing on computer. ➤ Good communication skill (oral as well as written). ➤ Good analytical skill to assess the data quality. <p>*Additional qualification for performing the functions of Receptionists:</p> <ul style="list-style-type: none"> (i) Knowledge of customer service principles and practices. (ii) Proficiency in handling EPABX system <p><u>Job description</u></p> <ol style="list-style-type: none"> 1. Data entry in the Computer. 2. To check the quality of demographic data of resident enrolled under the Aadhaar programme. 3. To check/identify the enrolment data for demographic de-duplication. 4. Routine office work like diary, dispatch, typing etc. 5. To perform various support job duties/ clerical functions for providing support to the higher and middle management personnel in the Organisation. 	<p>Fixed basic monthly remuneration Rs.18000/- plus Rs.1200/- as conveyance allowance.</p> <p>Variable-Nil for the present. Variable component would be on account of cost of living and based on AICPI-IW index on a six monthly basis. The first variable component will be considered on an average increase in AICPI-IW index for the period 01.01.2014 to 30.06.2014 and paid from 01.07.2014 onwards as a percentage of fixed basic monthly remuneration. The subsequent six monthly increases will be additive to previous basic monthly average increase in AICPI-IW index.</p>	39	254

Driver	<p><u>Qualification</u></p> <ul style="list-style-type: none"> ➤ Matriculation. ➤ Holding a valid commercial licence for motor vehicle ➤ Well conversant with traffic regulations in Delhi. ➤ Well conversant with roads and routes in Delhi and NCR and relevant security instructions <p><u>Job description</u></p> <ol style="list-style-type: none"> 1. The Driver will ply the departmental vehicle. 2. He will also maintain the log book of the vehicle properly and responsible to repair and maintenance of the vehicle from time to time. 3. He will be responsible to keep the vehicle neat and clean. 	<p>Fixed basic monthly remuneration = Rs.16000/- plus Rs.1200/- as conveyance allowance. Beyond 09 hrs of duty per day the Driver would be entitled to an overtime allowance of Rs.81.00 per hour upto a maximum of 100hrs.</p> <p>An allowance of Rs.500/- per day for boarding, lodging etc., to the Driver for his night halt during outstation duty on production of vouchers/bills will be provided by the Agency. The Agency will claim reimbursement of the same from UIDAI.</p> <p>Variable-As above.</p>	1	-
Support Staff	<p><u>Qualification</u></p> <ul style="list-style-type: none"> ➤ Matriculation. ➤ One year experience in operating fax machine, Photocopier, binding equipment, running messenger services (involving dairy, receipt and despatch of DAK). <p><u>Job description</u></p> <ol style="list-style-type: none"> 1. Physical maintenance of records of section. 2. General cleanliness & upkeep of the Section/Unit. 3. Carrying of files & other papers within the building. 4. Photocopying, sending of FAX etc. 5. Assisting in routine office work like diary, dispatch etc. including on computer. 6. Delivering of Dak (inside & outside the building) 7. Dusting of furniture etc. 8. Cleaning of building, fixture etc. 9. Facilitating provision of drinking water and tea for staff and officers. 10. Any other work assigned by superior authority. 	<p>Fixed basic monthly remuneration = Rs.13000/- plus Rs.600/- as conveyance allowance.</p> <p>Variable-As above.</p>	38	52
Total			78	306

Note – Employers share of EPF & ESIC would be re-imbursed by the UIDAI to the Manpower Providing Agency in addition to the monthly remuneration payable to the outsourced personnel.

D. CRITERIA FOR EVALUATION OF TENDER

- 1.** The financial bids of only those bidders would be opened who fulfill the eligibility criteria prescribed in Section B relating to Technical Qualification Criteria including inter alia the parameters (1-16) of Proforma for Technical bid given in Section E (already stated in Section B).
- 2.** The final evaluation for determining the L1 bidder would be done on the basis of lowest cost emerging in the light of financial bids.

E. PROFORMA FOR TECHNICAL BID

1	Name of Agency	
2	Profile of the agency	
3	Name of proprietor/Director of the Agency	
4	Full Address of Registered Office	
	a. Telephone No. b. Fax No. c. E-mail Address	
5	Full Address of Operating/Branch Office	
	a. Telephone No. b. Fax No. c. E-mail Address	
6	Banker of Agency with Full Address (Attach certified copy of Account for the last three years issued by the Bank)	
	Telephone number of Banker	
7	Agency would have to be either registered as a Company or as a Partnership (including Limited Liability Partnership) under the Companies Act 1956 or Partnership Act as the case may be (Attach attested copy of the Registration)	
8	Registration and Licence No. of the Agency under Contract Labour (Regulation and Abolition) Act, 1972 (Attach attested copy of the Registration)	
9	PAN No. of the Company (Attach attested copy of PAN card of the Agency)	
10	Service Tax Registration No. (Attach attested copy of the registration certificate)	
11	EPF Registration No. (Attach attested copy of the registration certificate)	
12	ESI Registration No. (Attach attested copy of the registration certificate)	
13.	Documentary proof of providing minimum of 150 full time manpower over the period of last three years to Central/State Government/PSUs or Public Limited Companies.	

14. Financial turnover of the Agency for the last 3 Financial Years: (Copy of the IT return filed during last three financial years and Copy of the Turnover statement of last three years duly certified by Chartered Accountant to be attached).

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2010-11		
2011-12		
2012-13		

(Attach separate sheet if space provided is insufficient)

15	Documentary proof of providing manpower at places Bangalore, Chandigarh, Delhi, Guwahati, Hyderabad, Lucknow, Mumbai, Ranchi and Bangalore shall be enclosed.	
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16. Number of Employees on the rolls of the Agency (Proof thereof may be enclosed)

Financial Year	Number of Employees (category-wise break-up may be provided)
2010-11	
2011-12	
2012--13	

17. Details of major contracts with Central Government/State Governments/PSUs/ Reputed Private Firms handled by the tendering Agency for providing manpower during the last five years in the following format (attested copies of the last five years work award may be enclosed):

Sl. No.	Details of client along-with address, telephone and FAX numbers	Amount of Contract (Rs. in Lacs)	Duration of Contract		Nature of Contract	
			From	To	Type of man power provided	No. of persons deployed
1.						
2.						
3.						
4						
5						

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

Signature of authorized person

Date:

Name:

Place:

Seal:

DECLARATION

1. I, _____ Son/Daughter/Wife of Shri _____ Partner/Director/authorized signatory of the 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. 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.

Signature of authorized person

Date: _____ Full Name: _____

Seal: _____ Place: _____

F. PROFORMA FOR FINANCIAL BID

UIDAI has worked out and fixed the rate for personnel to be deployed against the various positions which the Agency is required to pay on a monthly basis to each of the personnel deployed in UIDAI during the contract period. The Agency is required to submit a price bid in the following format only.

Description	Rate
Outsourcing management rate*	In rupees per month per person**
Applicable Taxes	

*** The agency is required to quote only outsourcing management rate which represents administrative/management charges/ overheads/ other costs. The amount should include all applicable taxes that are required to be paid by the agency. The outsourcing management rate is the additional amount over and above the monthly remuneration and Employer’s share of EPF and ESIC to be met by the UIDAI as separately described in Section -C. of the tender document.**

**** The amount should be a fixed flat rate per personnel per month irrespective of the category of the personnel deployed.**

Authorized Signatory _____

Name _____

Designation _____

Signature of authorized person

Date:

Full Name:

Place:

Seal:

G. TERMS AND CONDITIONS

General

1. The contract will be initially for a period of *two years* and is likely to commence from March/April,2014 which may be extended for a further period of one year depending upon the manpower requirement and administrative convenience of UIDAI. The UIDAI, however, reserves the right to terminate/curtail the contract at any time after giving one week's notice to the selected service providing Agency owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc.
2. The contracting agency shall not be allowed to transfer, assign, pledge or sub- contract its rights and liabilities under this contract to any other agency without the prior written consent of the UIDAI.
3. The UIDAI, at present, has requirement of manpower as described in detail in Section C. *Estimation of manpower is tentative and for the purpose of Evaluation of this bid. However, the actual requirement may vary and decrease or increase at different points of time based on functional requirements.*
4. The tenderer will be bound by the details furnished by him / her to the UIDAI while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
5. The UIDAI reserves right to terminate the contract during the period also after giving a week's notice to the contracting agency without assigning any reason.

Liabilities, Control etc. of the persons deployed

6. The contracting Agency shall ensure that the individual manpower deployed in the UIDAI conforms to the technical specifications of age, educational and skill qualifications prescribed at Section C of the Tender Document.
7. *The UIDAI is a Central Government office and has five working days (i.e. Monday to Friday) in a week from 0900 hrs to 1730 hrs with a lunch break of ½ hour from 1300 hrs to 1330 hrs. Besides this, the UIDAI also observes the Gazetted holidays notified by the Government of India from time to time. However, the work hours may be rescheduled on shift basis and the employees may have to report for work occasionally on week end or holidays. The employees normally will have two weekly days off. The QC team may be deployed on shift basis (Monday to Friday and Tuesday to Saturday) from 9.00 A.M to 5.30 P.M. No compensatory leave or allowance will be paid for these occasional duties.*
8. The contracting agency shall furnish the following documents in respect of the individual manpower who will be deployed by it in the UIDAI before the commencement of work:
 - a. List of persons deployed;
 - b. Bio-data of the persons along with the certificates in respect of educational/professional qualifications etc.
 - c. Attested copy of matriculation certificate containing date of birth;
 - d. Certificate of verification of antecedents of persons by local police authority.

- e. Detailed proof of identity like *Aadhaar number*, driving license, bank account details, proof of residence and recent photograph of the personnel deployed by the agency in UIDAI.
9. The Agency shall ensure that the personnel deployed are medically fit. The Agency shall withdraw such employees who are not found medically suitable by the office immediately on receipt of such a request.
 10. The Agency shall provide Photo Identity Cards to all the outsourced employees. Agency will provide Uniforms to Office Boys in HQ and Regional Offices of UIDAI.
 11. The contracting Agency shall be responsible for proper conduct of its personnel in UIDAI office premises. In case of any damage/ loss/theft etc. to the property of UIDAI which is caused by the personnel deployed by the agency, the agency will either be liable to make good the loss on the basis of the value of the property as determined by UIDAI or the same could be recovered from the performance guarantee/ monthly payments due to the Agency.
 12. The Agency's personnel working should be polite, cordial, positive and efficient, while handling the assigned work. In case, the person employed by the successful Agency commits any act of omission/ commission that amounts to misconduct/ indiscipline/ incompetence, the successful Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the UIDAI.
 13. The contracting agency shall replace immediately any of its personnel who is found unacceptable to the UIDAI because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from the UIDAI. The delay in providing a substitute beyond five working days would attract a penalty @ Rs.1000 per day on the service providing agency.
 14. The personnel deputed to UIDAI shall not be changed by the agency in any circumstances unless there is a specific request for so from UIDAI in writing.
 15. The Agency shall nominate a Coordinator in HQ and ROs, who will be responsible for interaction with UIDAI in all matters related to staff outsourced by that Agency, including submission of bills, submission of certificates relating to statutory authorities/payments, providing replacements on time-bound basis, supply of additional manpower, if required, on emergent basis. The Coordinator will also be responsible for ensuring attendance of outsourced staff in HQ and ROs.
 16. The contracting agency shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons. The delay in providing a substitute beyond five working days would attract a penalty @ Rs.1000 per day on the service providing agency.
 17. It will be the responsibility of the contracting agency to meet transportation, food, medical and any other requirements in respect of the persons deployed in the UIDAI and the UIDAI will have no liabilities in this regard.
 18. For all intents and purposes, the contracting agency shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the UIDAI. The persons deployed by the agency in the UIDAI shall not have claims of any Master and Servant relationship against UIDAI.

19. The contracting agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. The UIDAI shall, in no way, be responsible for settlement of such issues whatsoever.
20. The UIDAI shall not be responsible for any financial loss or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
21. The persons deployed by the contracting agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of the UIDAI during the currency or after expiry of the contract.
22. In case of termination of this contract on its expiry or otherwise, the persons deployed by the contracting agency shall not be entitled to and will have no claim for any absorption in the regular/otherwise capacity in the UIDAI.

Legal

23. The contracting agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in the UIDAI.
24. The contracting agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to UIDAI to concerned tax collection authorities from time to time as per extant rules and regulations on the matter. In case, the contracting agency fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof the UIDAI is put to any loss/obligation, monetary or otherwise, the UIDAI will deduct the same from the monthly bills and or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
25. The contracting agency shall maintain all statutory registers under the Law. The agency shall produce the same, on demand, to the concerned authority of the UIDAI or any other authority under Law.
26. The Tax Deduction at Source (T.D.S.) shall be made as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by the UIDAI.

Financial

27. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable, of Rs. 1,60,000- (Rupees One Lakh Sixty Thousand Only) in the form of Demand Draft / Pay Order drawn in favour of Pay & Accounts Officer, Unique Identification Authority of India, New Delhi **failing which the tender shall be rejected outrightly.**
28. The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage)/ Financial Bid (Second competitive stage) shall be returned to them without any interest within 30 days of opening of the financial bid.
29. The successful Agency will be required to execute an agreement with UIDAI within the period specified in the award letter. In case the successful agency fails to enter into the agreement with UIDAI within the specified date mentioned in the award letter, the EMD deposited by such Agency shall stand forfeited without giving any further notice.

30. The successful tenderer will have to deposit a performance security amount of Rs.400000/- only (*Rupees Four Lakh only*) immediately after awarding contract in the form of Bank Draft drawn in favour of Pay & Accounts Officer, Unique identification Authority of India, New Delhi or Bank Guarantee issued by a reputed bank or Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the Pay & Accounts Officer, Unique Identification Authority of India, New Delhi covering the period of contract. In case, the contract is further extended beyond the existing period of contract, the performance security will have to be accordingly renewed by the contract awarding agency.
31. The Bank Guarantee can be forfeited by order of the Competent Authority of the Office of the Unique Identification Authority of India in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance or for non-acceptance of the work order.
32. UIDAI reserves the right to withdraw/relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

Terms of payment

33. The placement agency shall submit the monthly bills in triplicate enclosing the certificates as mentioned in succeeding paras which shall be got duly certified by the officer in-charge and the same shall be paid within 15 days thereof after making recovery if any.
34. The Tax Deduction at Source (T.D.S.) shall be made as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this office.
35. The placement agency shall make regular and full payment of salaries and other payments as due to its personnel deputed under service contract and furnish necessary proof whenever required. The payment to personnel by the Agency would be made on or before 5th of every month. In case 5th day being a holiday wages should be paid on the preceding working day of the month.
36. The Agency will ensure the remittance of the salary to the personnel deployed by them in UIDAI through Bank Account and a copy of the bank statement will be furnished to this office every month along with the bills.
37. Proof of challan/receipt issued by Regional Provident Fund Commissioner etc. for the payment made towards applicable provident fund, ESIC and proof of payment towards other statutory dues for previous months shall be submitted with the bills. *Otherwise, a certificate from a Registered Chartered Accountant should be furnished quarterly to the effect that all statutory requirements are complied with in respect of staff outsourced by the Agency to UIDAI.* In case of any default, UIDAI will deduct the dues and release the balance amount to the Agency.
38. In case UIDAI receives any complaints regarding non-payment of salaries to the personnel deployed in UIDAI the amount payable to the employee will be recovered from the bills of Agency and paid to such personnel.

H. DOCUMENTS TO BE SUBMITTED ALONG WITH THE TECHNICAL BID

a.	Registration Certificate under Companies Act/Partnership Act;
b.	Registration Certificate under Contract Labour (Regulation & Abolition) Act,1972 ;
c.	Copy of PAN card of the Agency (not of the individual);
d.	Copy of the IT return filed for the last three financial years by the Agencies (not by the individual);
e.	Copy of EPF registration certificates
f.	Copy of ESI registration certificates;
g.	Copy of the Service Tax registration certificate;
h.	Copies of contracts awarded by the Central Government/ State Government/ PSUs/ Bank/reputed private firms
i.	Certified copy of bank A/c for the last three years issued by the bank
j.	Copy of the Turnover statement of last three years duly certified by Chartered Accountant.
k.	Documentary proof of providing manpower at places Bangalore, Chandigarh, Delhi, Guwahati, Hyderabad, Lucknow, Mumbai, Ranchi and Bangalore shall be enclosed.

I. DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER

1. List of Manpower short listed by agency for deployment in UIDAI containing full details i.e. date of birth, marital status, address etc.
2. Bio-data of all persons along with the supporting documents in respect of age/educational/professional qualifications etc.
3. Certificate of verification of antecedents of all persons by local police authority.
4. Detailed proof of identity like Aadhaar, driving license, bank account details, proof of residence and recent photograph of the personnel deployed by the agency in UIDAI.
5. Letter indicating the name, designation and telephone number of the coordinator nominated by the agency.
6. Performance Security Deposit of Rs.400000/-(Rupees Four Lakh Only) in the form of A/C Payee demand draft or bank guarantee issued by a reputed Bank or Fixed Deposit Receipt (FDR) made in the name of the Agency but hypothecated to the Pay & Accounts Officer, Unique Identification Authority of India, New Delhi covering the period of contract.

