

OFFICE OF THE UNIQUE IDENTIFICATION AUTHORITY OF INDIA
Regional Office, 7th Floor, MTNL Exchange Building, G.D.Somani Marg, Cuffe Parade,
Mumbai-400005

No Tender No: 4/32/2011/Admin Dated: 6th January, 2012

NOTICE INVITING TENDER

Sealed quotations from registered and reputed agencies/firms are invited for hiring of security services for office building at 7th Floor, MTNL Exchange Building, G.D.Somani Marg, Cuffe Parade, Mumbai-400005.

Sealed quotations with separate Technical and financial bids filled in the specified proforma and addressed to the Assistant Director General (Admn), 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 3.00 PM on 24.1.2012. Quotations received after the stipulated date and time will not be entertained.

The top of the envelop should be clearly superscribed "Tender for hiring of security Services in UIDAI RO, Mumbai". The tender must be accompanied with a demand draft of Rs 10,000 (Rs Ten Thousand Only) in favour of DDO, RO, UIDAI, Mumbai.

Specified proforma alongwith all terms and conditions may be collected 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. These are also available on website <http://www.uidai.gov.in>. Annexure –I depicting general terms and conditions and Annexure – II stating parameters and technical specifications are part of the tender document.

The Technical Bids shall be opened first in the Meeting room of the undersigned at UIDAI, Regional Office, 7th Floor, MTNL Exchange Building, G.D.Somani Marg, Cuffe Parade, Mumbai-400005 **at 3 pm on 24.1.2012** 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 and on **25.01. 2012 at 3.00 pm** by the Committee authorized by 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.

(Gurudutta Ray)
Assistant Director General UIDAI

ANNEXURE-I

**OFFICE OF THE UNIQUE IDENTIFICATION AUTHORITY OF INDIA
Regional office, 7th Floor, MTNL Exchange Building, G.D.Somani Marg, Cuffe Parade,
Mumbai-400005**

Tender No. Tender No - A 12017/19/09-UIDAI Dated : 6TH January, 2012

GENERAL TERMS AND CONDITIONS

1. The contract will initially be valid for One Year and may be renewed in writing for further period on such terms and conditions as may be mutually agreed upon. The rates agreed and accepted herein shall and would be as per minimum wages act & remain unchanged during the operative period of this Agreement. The Agency shall not be entitled to raise any demand imposing additional financial burden on UIDAI, RO, Mumbai on any account. The successful tenderer shall be referred to in this document for the purposes of this contract as 'agency'.
- 1.1 The Agency shall obtain all necessary permits/licenses from authorized agencies such as Municipal Corporation, other Local Authorities, State/Central/Govt. Department, Labour Department etc. at his own cost. UIDAI, RO, Mumbai, shall not be held responsible for any breach of these rules and regulations by the Agency.
- 1.2 Agency shall not transfer or assign or share benefits of this Agreement to or with anyone. Any such violation shall render the agreement to be cancelled at the risk and cost of the successful tenderers.
- 1.3 The Agency shall be solely responsible for all statutory payments to its employees/labour under all relevant statutes for the purposes of this Agreement. Further the agency shall keep UIDAI, RO, Mumbai effectually indemnified against all claims for compensation under the provisions of any law for the time being in force / brought in to force by or in respect of any workman deployed by the Agency directly or indirectly in carrying out the obligations under the contract and against all costs and expenditures incurred by UIDAI, RO, Mumbai in connection therewith. UIDAI, RO, Mumbai shall be entitled to deduct or otherwise recover from his dues, any amount from all the money payable by UIDAI, RO, Mumbai to the Agency on any account by the way of compensation as aforesaid or of any other nature and costs or expenses in connection with any claim thereto. For the purpose an indemnity bond will have to be executed by the Agency in favour of UIDAI, RO, Mumbai as Principal Employer before commencement of work under this Agreement. The Agency shall also keep UIDAI, RO, Mumbai as Principal Employer indemnified against all actions, suits, proceedings, losses, costs, damages, charges, claims, and demands in any way arising out of or by reason of anything done or omitted to be done by the Agency under any law that may be/may become effectible. The Agency would also ensure that its activities do not in any manner disturb officials, staff of UIDAI, RO, Mumbai and also do not damage any assets of UIDAI, RO, Mumbai.
- 1.8 All the workmen deployed by the Agency at UIDAI, RO, Mumbai shall abide by the disciplinary procedures, rules and regulations laid down by UIDAI, RO, Mumbai from time to time.

- 1.9 The Agency shall ensure that it fully complies with and observes all the provisions of the Contract Labour (Regulation & Abolition) Act, 1970. The Minimum Wages Act, 1948, Payment of Wages Act 1935, Employees Provident Fund and Miscellaneous Provision Act, the ESI Act, the gratuity act 1972 and such other statutory enactments rules and regulation laid down by the Govt. or local body in force compliance or violation thereof shall be the Agency's sole responsibility and subsequent amendments thereof. For this the Agency shall submit Monthly Statutory Compliances Report duly certified by the Authorized Representatives of UIDAI, RO, Mumbai in the form given as Annexure to the Agreement. UIDAI, RO, Mumbai shall be the right to withhold the payment of Monthly Bill in case the Agency fails to comply with the statutory requirements of fails to submit proof of statutory payments made by them in respect of their employees deployed at UIDAI, RO, Mumbai.
- 1.10 The workmen deployed by the Agency shall be its own employees under their exclusive management, supervision and control and UIDAI, RO, Mumbai shall in no way, be responsible or liable for their wages, salaries, bonus, gratuity or any other allowance, leave salary, wages for holidays or any compensation notice pay etc.
- 1.11 UIDAI, RO, Mumbai Shall not accept and entertain any claim in the event of the Agency's employee sustaining any injury, damage or loss either to person or property either inside or outside the UIDAI, RO, Mumbai premises. It shall be the sole responsibility of the successful tenderer to repay all such expenses in respect of his employees. The successful shall provide necessary ESI or Insurance cover to his all employees under Workmen Compensation Act under intimation to UIDAI, RO, Mumbai.
- 1.12 A complete list of personnel along with their bio-data photographs, proof of residence, etc. should be submitted to the Assistant Director General, UIDAI, RO, Mumbai before they are deployed. Changes should be informed forthwith when they take place.
- 1.13 The Agency shall pay its employees on or before 3rd day of every month under intimation to UIDAI, RO, Mumbai.
- 1.14 All personnel deployed by the Agency shall at all times be medically fit. The employees should be supplied with proper uniform (Shoes & dress 2 sets) and identity card with photographs by the Agency at its costs. Employees of the Agency should be in prescribed uniform at all times during the duty hours.
- 1.15 The workers / staff of the Agency will have nothing to do with UIDAI, RO, Mumbai and shall have no presumptive or any kind of right of absorption in the services of UIDAI, RO, Mumbai. In order to give effect to this the Agency shall also incorporate suitable clause in the appointment orders to be issued to its workers/staff under intimation to UIDAI, RO, Mumbai.
- 1.16 In case of the workers engaged by the Agency have any grievances; they will take up the same with the Agency without creating any disturbance on the premises of UIDAI, RO, Mumbai. If the Agency's workers resort to any agitation resulting in any damage to the property of UIDAI, RO, Mumbai and or reputation, hindrance to its work the Agency would be liable for payment of damages to UIDAI, RO, Mumbai. It will also be construed as breach of contract rendering the Agency liable for such action as may be

deemed necessary. Under no circumstances, agitational means are to be resorted to by the workers of the Agency in the UIDAI, RO, Mumbai, premises or with reference to UIDAI, RO, Mumbai by name or in any other manner whatsoever. On expiry of the contract the Agency undertakes to vacate the premises without hesitation and murmur, in peace with all the workers without creating any disturbance. The Agency will be solely responsible if the workers engaged by it misbehave or create disciplinary or law and order problems in the premises of UIDAI, RO, Mumbai.

- 1.17 If in the course of execution of this contract by the Agency any minor or major damage is caused by the Agency or its workmen to the persons or property of UIDAI, RO, Mumbai after joint inspection by UIDAI, RO, Mumbai and the “Contractor” any claims arising there from shall be recovered, settled and dealt with directly by the Agency and the Agency shall render all assistance and co-operation to UIDAI, RO, Mumbai if any is held thereon. The contractor agrees to undertake and indemnify UIDAI, RO, Mumbai against all such claims.

3. Terms and conditions for security services:

3.A. SCOPE OF WORK:

Providing Security services at UIDAI Regional Office at 7th Floor, MTNL Exchange, Cuffe Parade , Mumbai- 400 005 by deploying required number of Security Personnel.

1. The Agency shall provide Security services by deploying adequately trained and well disciplined security personnel (civilian) who shall safeguard the UIDAI site, buildings, moveable and immovable assets, equipments and other items at the above address from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other persons working in its complex/premises.
2. The security personnel shall be deployed round the clock in 2 shifts at the UIDAI for safeguard of the premises.
3. The Agency shall be responsible for opening/closing of the building and rooms as necessitated/directed by UIDAI located at MTNL Cuffe Parade Telephone Exchange Building 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 Deputy Director General UIDAI located at MTNL Cuffe Parade Telephone Exchange Building, Mumbai.
6. The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
7. The security personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment installed at UIDAI site. A mock fire drill may be organized every time change of personnel takes place.
8. The Agency shall keep the Client informed of all the matters of security and co- operate in the investigation of any incident relating to security.

9. The Agency shall regulate courier services and other suppliers in case no other staff members are available.

3.B. ELIGIBILITY CRITERIA:

1. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, empanelled/ registered with DGR who possess the required licenses, registrations (such as Private Security Agencies(Regulation) Act 2005) etc as per law valid at least for 12 months from the date of the opening of tender.
2. The Bidder shall have at least 3 years experience of providing Security services in government offices/public sector undertakings/state government. The firm should have annual turnover of Rs.25lakh each in the last two financial year (09-10, 10-11).
3. Having successfully completed works of similar magnitude and duration in last three years.
4. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:
 - (a) DGR Regn. No.:
 - (b) PF Registration
 - (c) ESI Registration
 - (d) Service Tax Registration:
 - (e) Valid License, issued by Regional Labour Commissioner, Govt of India

3. C. TERMS AND CONDITIONS:

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

**At the Office of UIDAI
Regional Office, 7th Floor,
MTNL Telephone Exchange,
GD Somani Marg, Cuff Parade,
Mumbai - 400 005**

**02 Security Guards
(civilian)**

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

2. The full particulars of the personnel to be deployed by the agency including their names and addresses shall be furnished to UIDAI along with testimonials before they are actually deployed for the job.
3. The agency shall not deploy or shall discontinue deploying the person(s), if so desired by the Deputy Director General, UIDAI at any time without assigning any reason whatsoever.

4. A local representative of Agency shall be In-charge of the security system and shall be responsible for the efficient rendering of the service under the contract. The security personal shall be equipped with latest communication system s/mobile. Night Guards shall be equipped with proper protection and lighting devices. While working at the premises of UIDAI, they shall work under directives and guidance of Deputy Director General , UIDAI and will be answerable to him. This will, however, not diminish in any way, the agency's responsibility under contract to the UIDAI.
5. The agency shall deploy security guards trained in all facets of security work, including fire fighting. The Agency shall provide necessary undertaking and documentary evidence in this regard.
6. The visitors shall be regulated as per instructions of the Deputy Director General, UIDAI , procedure and records thereof maintained as stipulated. Further, the visitors shall be attended with due courtesy.
7. 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.
8. 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.
9. 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 shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the PAO, UIDAI RO Mumbai for whatever reason. 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

10. In case of any theft or pilferages, loss or other offences, the agency 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 need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.
11. The agency shall ensure that security staff appointed by them is fully loyal-to and assist the UIDAI during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of the UIDAI.
12. In case of any loss that might be caused to the UIDAI due to lapse on the part of the security personnel discharging security responsibilities will be borne by the Agency and in this connection, DDO, UIDAI shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to UIDAI besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the contractor, UIDAI shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
13. 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.
14. As and when UIDAI requires additional security strength on temporary or emergent basis, the agency will depute such security personnel under the same terms and conditions. For the same, a notice of two days will be given by the UIDAI. Similarly, if the security personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the UIDAI shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
15. The agency shall arrange to maintain at the security desk/booth, the daily shift-wise attendance record of the security personnel deployed by it showing their arrival and departure time. The Agency shall submit to, UIDAI an attested photocopy of the attendance record and enclose the same with the monthly bill.
16. The UIDAI shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
17. 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.
18. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
19. 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.
20. 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.

21. The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify UIDAI against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in UIDAI premises/facility.
22. The decision of Deputy Director General ,UIDAI in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
23. In case of any dispute between the Agency and UIDAI, Deputy Director General, UIDAI shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Mumbai.
24. 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. Payment

5.1 The appointed Agency will be required to pay a security deposit of Rs. 10000(Ten Thousand) in the form of Demand Draft of any Nationalised or Scheduled Bank as security for the effective implementation of the terms and conditions of the contract. This will be refunded subject to deductions, if any, after three months as satisfactory completion of the terms of the contract. UIDAI , RO, Mumbai shall have the right to forfeit the amount of Security Deposit or the part thereof in case of breach of contract by the Agency and to recover UIDAI dues on any account under this agreement.

5.2 The Agency shall enter into contract with UIDAI, RO, Mumbai as soon as decision in this regard is taken on non-judicial stamp paper of Rs.100/- (Rs. One Hundred Only) and execute an Indemnity Bond on non-judicial stamp paper of Rs.100/- indemnifying UIDAI, RO, Mumbai against all claims disputes, damages, costs etc. more particularly with regard to employees deployed by the Agency.

5.3 The Agency shall submit its monthly bill for security services on or before 5th day of the succeeding month along with the Statutory Compliance Report to the Agreement duly certified by the authorized Representative of UIDAI, RO, Mumbai

5.4 The monthly salary of each employee employed by the agency should be paid on or before 3rd day of every month through Any Bank Convenient to the Agency.

5.5 In spite of the intimation from UIDAI, RO, Mumbai if the agency fails to provide proper person for the duty and in turn deploys the person from the existing strength by way of overtime UIDAI, RO, Mumbai will not be responsible for the payment of such overtime and will pay only at the rate of regular Wages.

5.6 UIDAI, RO, Mumbai shall have right to withhold the payment of monthly bill in case the Agency fails to produce the proof of the payments made by them to the employees deployed by them and the statutory compliance as mentioned. The Agency shall in no case withhold the payments due to their employees for any reason whatsoever including that an account of non clearance of its bills by UIDAI, RO, Mumbai. The Agency shall disburse the wages/salary to its employee on or before 3rd day of the succeeding month and obtain the

signatures of the “ staffs“ on the Wages Register in token of the payment made to its employees.

6.0 Termination

6.1 During the course of this agreement the agency on completion/ termination of contract will peacefully vacate the premises after repairing the premises wherever necessary within a period of 30 days notice in writing by UIDAI, Ro, Mumbai. For this purpose UIDAI, RO, Mumbai shall be the sole judge to decide whether the performance of the Agency is satisfactory or not and such decision of the Dy. Director General of UIDAI, RO, Mumbai shall be final, conclusive and binding on the Agency and the Agency shall not be entitled to any compensation in this regard. Furthermore if an account of non-renewal of this contract the agency has to terminate its employee then it shall be the responsibility of the Agency to pay the legal dues to his employees. In the event of non-compliance of legal provisions on non payment of legal dues the Agency itself shall be solely liable for all the costs and consequences. In case the Agency desires to terminate the contract within the continuance of the contract period, Agency will be required to give three months prior notice to UIDAI, Ro, Mumbai.

6.2 The Agency expressly agrees and accepts that on termination of this contract for reasons as provided in the contract, the Agency shall vacate the premises of UIDAI along with its men and material and hand over the vacant peaceful possession of the entire property of UIDAI without any hesitation and murmur to UIDAI. In case of failure of the Agency or its employees to do so UIDAI shall have the right to get the premises vacated by resorting to coercive measures and adopt such course as may be deemed necessary and appropriate.

6.3 RISK & COST

In case of failure of the agency to provide satisfactory service UIDAI, RO, Mumbai reserve the right to get the Housekeeping work done from any other agency at the risk & cost of the tenderer.

6.4 DISPUTES & ARBITRATION:

The Dy. Director General, UIDAI, RO, Mumbai and the Contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

If a dispute of any kind whatsoever that cannot be resolved then the matter in the dispute shall be referred to sole arbitration or such other person appointed by the Deputy Director General, UIDAI, RO, Mumbai and the Contractor who is willing to act such Arbitrator. The Arbitrator may preferably be the Labour Commissioner (In Service/Regired)., If such arbitrator is non government person then the cost of arbitration should be borne equally by both parties.

As aforesaid the provisions of the Arbitration and conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under for the time being in force shall apply to the arbitrator proceedings under this clause

7.0 FORCE MAJEURE

When an extraordinary event or circumstances beyond the control of the parties, such as war, strike, riot, crime, or an event described by the legal term “act of God” (such as flooding, earthquake, or volcanic eruption), prevents on or both parties from fulfilling their obligations under the contract. In such situations decision of “Dy. Director General, UIDAI, RO, Mumbai” will be final decision & binding on both the parties.

8. Parties: - The parties to the Contract are the contractor (the tenderer to whom the work has been awarded) and the Office of the Unique Identification Authority of India, RO, Mumbai.

8.1 Addresses: For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the Unique Identification Authority of India 7th Floor, MTNL Exchange Building, G.D.Somani Marg, Cuffe Parade, Mumbai-400005. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

9. Earnest Money: Earnest Money of Rs.10,000/- (Rupees ten thousand only) in the form of Bank Guarantee/Demand Draft of any nationalized bank must be deposited by bidders along with their duly filled up tenders documents. The validity of the Bank Guarantee needs to be up to 6 (six) months starting from the award of tenders. The Bank Guarantee / Demand Draft shall be in favour of **DDO, RO, UIDAI, Mumbai**

9.1 Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bank guarantee will be forfeited to the Government.

9.2 The tenders without Earnest Money will be summarily rejected.

9.3 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

10. Preparation and submission of Tender:

The tender should be submitted in two parts namely, Technical along with Earnest Money Deposit and Financial Bid and each should be kept in a separate wax sealed cover. Both the bids should be kept in another sealed cover addressed to the undersigned. The outer envelope containing wax sealed cover should bear the address, Tender Number and date, subject of tender, date and time of opening of the same. The inner envelopes should be super scribed with Tender Number, subject of Tender, whether the envelope is containing "Technical Bid" or "Financial Bid" and date of opening of tender. In case on non-compliance of this, the bid will be rejected and not taken in to consideration.

10.1. Signing of Tender: Individual signing the tender or other documents connected with contract must specify whether he signs as:-

- a) "Sole proprietor" of the Concern or constituted attorney of such sole proprietor.
- b) Partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the

business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

c) Director or principal officer duly authorized by the Board or Directors of the Company, if it is a Company.

N.B.

(1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn of affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

(2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.

(3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the Office of the Unique Identification Authority of India may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

(4) The tenderer should sign and affix his/his firm's stamp at each page of the tender and all its Annexures as the acceptance of the offer by the tenderer will be deemed as a contract and no separate formal contract will be drawn. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS TENDER DOCUMENT.**

(This sub-clause will not be applicable in cases where signing of a separate agreement is considered by the Unique Identification Authority of India necessary.

11. Technical Bid: The Technical bid should be submitted in form given in Annexure-II along with the Bank Guarantee/Demand Draft of Rs.10,000/- along with registration particulars, copy of PAN Number issued in favour of the firm, and other information sought for in the Annexure

12. Financial Bid: The Financial Bid should be submitted in the form given in Annexure-III in a separate sealed cover kept inside the main cover. The financial Bids of those tenderers who are found technically fit, will be opened on a specified date and time. A duly constituted Tender Evaluation Committee (TEC) will evaluate the Financial Bids.

12.1 Terms of payment as stated in the Tender Documents shall be final.

12.2 At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

13. **Validity of the Bids:**

The bids shall be valid for a period of 180 days from the date of opening of the tenders.

14. **Opening of Tender:**

The tenderer is at liberty either himself or authorize, not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.

15. Criterion for Evaluation of Tender: The Technical Bids will be opened by a committee authorized by the competent authority at 3.00 PM *on 24.1. 2012 in the office of UIDAI, Regional Office, 7th Floor, MTNL Exchange Building, G.D.Somani Marg, Cuffe Parade, Mumbai-400005* in the presence of such tenderers who may wish to be present.

15.1 The Financial Bids of only those tenderers will be opened **at 3.00 pm on 25.1. 2012** whose Technical Bids have been accepted by the Office. These will be opened in the presence of those tenderers whose Technical Bids are accepted and who wish to be present. The lowest bid would be issued letter of intent.

15.2 The contract shall commence from the date of consent of the firm to the terms and conditions. Initially, the contract will be for one year extendable upto additional one year, if performance/services are found satisfactory on review after one year. The contract so awarded can be terminated by the Office of the Unique Identification Authority of India at any time without any notice or conveying any reason therefore.

16. Right of Acceptance: The Office of the Unique Identification Authority of India reserves all rights to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the Competent Authority of the Office of the Unique Identification Authority of India in this regard shall be final and binding.

16.1 Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation.

17. Communication of Acceptance: Successful Tenderer will be informed of the acceptance of their tender.

18. Security Deposit: The successful tenderer shall furnish Bank Guarantee of 10% of annual contract value in favour of DDO, UIDAI, Mumbai towards Security Deposit within 7 days from the date of acceptance of the tender.

18.1 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/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the Unique Identification Authority of India sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

19. Penalty:

(a) In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring housekeeping services in the event of Contractor failing to provide requisitioned number of machines, men, the office shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Office of the Unique Identification Authority of India.

(b) The powers of the Office of the Unique Identification Authority of India under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause 13 above.

20. Disclaimer: The near relatives of employees of the Office of the Unique Identification Authority of India are prohibited from participation in this tender.

The near relatives for this purpose are defined as:

(a) Members of a Hindu Undivided Family.

(b) Their husband or wife.

(c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-inlaw), brother(s) & brother's wife, sister(s) and sister's husband (brotherin-law).

21. Breach of Terms and Conditions:

In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by this Department in that event and the security deposit in the form of performance Bank Guarantee shall be encashed.

22. Sub-letting of Work: The firm shall not assign or sublet the work or any part of it to any other person or party.

23. The tender is not transferable.

24. Terms of payment:

24.1 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

24.2 The contractor shall submit the bill at each stage/in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment.

24.3 All payments shall be made by Electronic Clearing System (ECS) only.

24.4 Office of the Unique Identification Authority of India shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para.

24.5 The term 'payment' mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.

24.6 The payment will be based on the floors that will be covered in the building (on sq feet basis).

25. The contract may be awarded to the bidder whose total cost of annexure will be lowest subject to fulfilment of all other conditions stipulated in the tender document.

(Gurudutta Ray)
Assistant Director General, UIDAI

ANNEXURE-II

OFFICE OF THE UNIQUE IDENTIFICATION AUTHORITY OF INDIA
Regional Office, 7th Floor, MTNL Exchange Building, G.D.Somani Marg, Cuffe Parade,
Mumbai-400005

No Tender No: 4/32/2011/Admin Dated:6TH January, 2012

PARAMETERS AND TECHNICAL SPECIFICATION FOR EXECUTING THE WORK

1. (i) The firm should be a limited registered company and should furnish a copy of registration certificate in support thereof.
- (ii) The firm should have minimum five years of experience of **providing security services** to the reputed firms /organizations in Mumbai/Navi Mumbai region. Satisfactory Service Certificates from existing/past employers for the same period should be enclosed, in this regard with the Technical Bid.
- (iii) Preference would be given to those firms who have rendered such services in the Government departments and Public sector companies of similar scale.
- (iv) The firm should have a minimum of **100 employees** on their roll. Supporting proof thereof should be attached with the Technical Bid. The firm should have annual turnover of Rs.25Lakh each in last two financial year(09-10, 10-11). Proof in this regard may be enclosed.
- (v) Income Tax payment certificates for the last 3 years should also be provided by the firm in the Technical Bid
- (vi) The firm should preferably have operation on All India basis and have a office at Mumbai. Supporting proof thereof should also be attached in the Technical Bid.
- (vii) The bidder should have a valid licence for providing pest control services
- (viii) The firm should also furnish along with the quotation a financial statement / balance sheet of the previous year in respect of their firm as evidence in support of their claim towards financial stability in future.
2. (i) The firm should have a smart provision of Uniform, equipments and well supervised staff having proper identity Cards.
- (ii) The firm should be registered with EPF Commissioner. Supporting Registration Numbers/ proof should also be provided.
- (iii) The firm 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.
- (iv) Firms should have sufficient numbers of staff in back office also in order to replace / provide additional staff as and when required

(Gurudutta Ray)
Assistant Director General
UIDAI

TECHNICAL INFORMATION AND UNDERTAKING

1	Name of the Tenderer/ Concern:	_____
2	Address (with Tel. & Mob. No.):	_____ _____ _____
3	Nature of the concern: _____ (i.e. Partnership firm or a Limited Company or a Government Department or a Public Sector Organisation)	
4	Registration Number of Tenderer/ Concern : (Attested photocopy of registration should be attached)_____	
5	PAN Number of Tenderer/ Concern : _____ (Attested copy should be attached)	
6	Bank Guarantee/ Demand Draft No. _____ dated _____ From bank name _____ Amounting to Rs. _____ as Earnest Money Deposit	
7	Whether firm has more than three years of experience	YES / NO
8.1	If yes, supporting proof from the existing / past employer attached	YES / NO
8.2	List of Important Organisations with address and Telephone number to whom housekeeping/Security/Canteen services have been provided during the last five years with period of contract is enclosed (Summary may be enclosed on separate sheets for each contract and period and amount of contract; remarks/ observations/ appreciation of the organization for whom the work was conducted; and any other information considered important by tenderer).	
9	Income Tax Payment Certificate attached	YES / NO
	PAN NO	
10	Whether firm has smart provision of uniforms, identity cards	YES/NO
11	Registration Number of ESIC: (Attested photocopy of registration should be attached)_____	
12	Registration Number of EPFO: (Attested photocopy of registration should be	

	attached)_____	
13	DGR Registration No (Attested photocopy be attached)	
14	Acceptance of terms and conditions attached. (Please sign each page of terms and conditions As token of acceptance)	
15	Whether the Company owns manpower a minimum of 100	YES/NO
15.1	If yes, supporting proof attached	YES/NO
16	Whether the company operates on All India basis	YES/NO
16.1	If yes, supporting proof attached	YES/NO
17	Financial Statement in support attached	YES/NO
18	Whether firm owns all the machineries as stated: YES / NO	
19	Undertaking that no case is pending with police against Proprieter/firm/partner or company YES/NO	

Dated :

At :

**(Dated Signature of Tenderer
with stamps of the firm)**

UNDERTAKING

1. I/ We undertake that I/ we have carefully studied all the terms and conditions and understood the parameters of the proposed work of the office of unique Identification Authority of India and shall abide by them.
2. I/ We also undertake that I/ We have understood "Parameters and Technical Specifications for conducting the Work" mentioned in Annexure-II of the Tender No. No12017/19/09 and shall conduct the work strictly as per these "Parameters and Technical Specifications for conducting the work"
3. I/ We hereby certify that none of my relative(s) as defined in disclaimer clause of Annexure-I is/ are employed in UIDAI office.
4. I/ We further undertake that the information given in this tender are true and correct in all respect and we hold the responsibility for the same.

Dated: _____

**(Dated Signature of Tenderer
with stamps of the
firm)**

At: _____

ANNEXURE-III

OFFICE OF THE UNIQUE IDENTIFICATION AUTHORITY OF INDIA
Regional Office, 7th Floor, MTNL Exchange Building, G.D.Somani Marg, Cuffe Parade,
Mumbai-400005

No Tender No: 4/32/2011/Admin Dated: 6th January, 2011

Financial Information

BID FOR SECURITY SERVICES:

SI. NO.	Particulars	Unit	Rate per person/per month(in *Rs)	Amount (in Rs)
1	Security Guards (Civilian Security Guards)	02 (12hrs in Two shifts)		
2	Other charges			
3	Add Service Tax			
4	Total Amount (in Rs.) (Is not liable to change)			

*Includes PF,ESI AND Service Tax

NAME

Dated: _____

(Signature of Tenderer)

At : _____

with stamps of the firm

