# OFFICE OF THE DEPUTY DIRECTOR GENERAL, UIDAI, R.O. MUMBAI, MTNL EXCHANGE BUILDING, CUFFE PARADE, MUMBAI-400005

F. No. 4/30/2018-Admin-V -I

# Date: 16/07/2018

### **NOTICE INVINTING E-TENDER**

### HIRING OF SECURITY SERVICES FOR THE OFFICE OF UIDAI R.O. MUMBAI

The DDG, UIDAI, R.O. Mumbai, Cuffe Parade, Mumbai 400005, for and on behalf of Unique Identification Authority of India invites e-procurement sealed tenders **UNDER TWO BID SYSTEMS** for the HIRING OF **SECURITY SERVICES** for a period of one year from the commencement of the contract. The details of the same can be downloaded from the CPP Portal (<u>URL: https://eprocure.gov.in</u>)

Period of hiring: one year (effective from awarding of the contract)

**Earnest Money Deposit:** Earnest Money Deposit (EMD) of Rs. 20,000/-(Rupees Twenty Thousand only) refundable without interest, in the form of demand draft / Pay Order drawn in favor of **"UIDAI Regional Office, Mumbai"** payable at Mumbai.

**Tender Cost:-Rs. 100/- (Rs. One Hundred Only)** in the form of demand draft / Pay Order drawn in favor of "Regional Office, Mumbai, UIDAI" payable at Mumbai, has to be deposited physically before opening of the bid along with EMD.

### Data Sheet:-

Tender No. and date	4/30/2018-Admin-V -I 16/07/2018		
Tender Publishing Date & Time	16.07.2018 (18:00hrs)		
Document Download Start Date& Time	16.07.2018 ( 18:00hrs)		
Pre Bid Conference Date, Time & Venue	23.07.2018 (14:00 Hrs), Conference Hall, UIDAI		
	Regional Office, Cuffe Parade Mumbai – 400005		
Bid Submission Closing Date & Time	06.08.2018 ( 16:00 hrs)		
Bid Opening Date & Venue of the	07.08.2018 (16:00 hrs), Conference Hall, UIDAI		
Technical Bid/Tender	Regional		
	Office, Cuffe Parade Mumbai – 400005		
Bid Opening Date & Venue of the	To be intimated later.		
Einancial Bid/Tender			
Language of Bid Submission Should be submitted in English Only.			
Currency	Currency in which the bidders may quote the		
	Price is INR only.		

**Note:** (i) All the details regarding the subject tender are available on our websites <u>https://uidai.gov.in</u> & Central Public Procurement Portal <u>https://eprocure.gov.in</u>. Any change/modification in the Tender, Enquiry will be intimated through above Websites only. Bidders are therefore, requested to visit above websites regularly to keep themselves updated. (ii) Manual bids will not be accepted.(iii) For submission of e-bids, bidders are required to be registered themselves with eprocure.gov.in website along with class III or class II digital signature certificate issued by any certifying authority recognized by CCA India (e.g. SIFY/TCS/n Code/eMudhra etc.) (iv) Earnest Money Deposit (EMD) of **Rs. 20,000/- (Twenty thousand only)** refundable without interest, in the form of demand draft / Pay Order drawn in favor of **"UIDAI Regional Office, Mumbai"** has to be deposited before end date of bid submission, failing which offer will be liable for rejection. Bidders, however have to attach scanned copies of Earnest Money documents along with their e-tender. On acceptance of bid, the service provider has to submit performance guarantee of an Amount equivalent to **10%** of the value of the entire period of the contract in the form of Bank Guarantee from a nationalized Bank drawn in favour **"UIDAI Regional Office, Mumbai"**. EMD will be returned to successful bidder after producing Bank Guarantee. However, the EMD of unsuccessful bidders will be returned as early as possible.

The interested agencies/firms who comply with the terms and conditions of this tender notice may submit their bids under two bid systems for the subject service on CPP portal <u>(www.eprocure.gov.in )</u>. Which will be e-processed by the department. The schedule of the subject e-tender is mentioned above.

The DDG, UIDAI, R.O. Mumbai, Cuffe Parade, Mumbai 400005, reserves the right to accept or reject any or all tenders without assigning any reasons thereof. In case any dispute of any kind and in any respect whosoever, the decision of The DDG, UIDAI, R.O. Mumbai shall be final and binding.

Yours faithfully,

Sd/-(Dr. B.V. Jichkar) (Deputy Director, Admin, UIDAI, R.O. Mumbai)

Copy to;-

- Assistance Director General (Admin) UIDAI, R.O. Mumbai: for uploading the tender notice on UIDAI And CPPP websites
- Notice Board

# OFFICE OF THE DEPUTY DIRECTOR GENERAL, UIDAI, R.O. MUMBAI, MTNL EXCHANGE BUILDING, CUFFE PARADE, MUMBAI-400005

F.No4/30/2018-Admin-V -I

Date: 16.07.2018

### **E-TENDER NOTICE**

Notice for Inviting E-Tender for hiring of Security Services at Regional Office of UIDAI, at 7th Floor, MTNL Exchange Building, G.D.Somani Marg, Cuffe Parade, Mumbai – 400005.

The Office of The Deputy Director General, UIDAI, R.O. Mumbai, MTNL Exchange Building, Cuffe Parade, Mumbai-400005for and on behalf of Unique Identification Authority of India invites e-tender under two bid system for Hiring of Security Services in UIDAI R.O. MUMBAI for one year from the commencement of the contract.

The detailed terms and conditions is enclosed as **Annexure-A** to this tender notice. In case of any query, you may contact Deputy Director, UIDAI, R.O. Mumbai, MTNL Exchange Building, Cuffe Parade, Mumbai-400005 on any working day during office hours on or before 03.08.2018. The tender details can be downloaded from the official website of UIDAI, <u>https://uidai.gov.in,</u> & Central Public Procurement Portal <u>https://eprocure.gov.in</u>

### E-tendering Process:-

The tender is invited in two covers i.e. **1)** Technical bid/Qualifying bid and **2)** Financial Bid. The e-tender form for technical bid and financial bid as prescribed in **Annexure "B"** and **Annexure "C"** respectively, duly completed in all respect shall be submitted online on <u>www.eprocure.gov.in</u> on or before 06.08.2018 (1600 hrs) in separate files addressed to the Office of The Deputy Director, UIDAI, R.O. Mumbai, MTNL Exchange Building, Cuffe Parade, Mumbai-400005. The Technical/Qualifying bid shall be opened by the e-tender evaluation Committee on the schedule date.

### Submission of bids:-

Bids have to be submitted online through e-tender website i.e. <u>www.eprocure.gov.in b</u>efore the scheduled date & time. Bidders should submit the Technical as well as Financial bids through e-tendering portal only. Scanned copies of all relevant documents should be uploaded with the bid. Bids submitted by Courier/Post/in- person shall not be accepted in this tender. Instructions for online bid submission is enclosed in **"ANNEXURE-D"**.

# Earnest Money Deposit:-

Earnest Money Deposit (EMD) in the form of Demand Draft/Pay Order of requisite amount (Rs. 20,000/-) of Nationalized Bank in favour of **"UIDAI Regional Office, Mumbai"** in original should reach this office in sealed envelope prior to end date of the submission of the tender. On acceptance of bid, the service provider has to submit performance guarantee of an amount equivalent to 10% of the value of the entire period of the contract in the form of Bank Guarantee from a Nationalized Bank drawn in favour **"UIDAI Regional Office, Mumbai"**.

The parties, who wish to be present at the time of opening of e-tender/e-quotation, may represent themselves or authorize their representatives with authority letter. The Financial Bids of only those bidders shall be opened whose technical bids are qualified.

The format of the "Technical Bid" and "Financial Bid" are enclosed as **Annexure "B"& Annexure "C"** respectively. The said format is available on the official website of UIDAI <u>https://uidai.gov.in</u> & Central Public Procurement Portal <u>https://eprocure.gov.in</u>

The interested bidders who comply with the terms & conditions of this tender notice may submit their bids under two bid systems for the subject service on CPP portal (<u>www.eprocure.gov.in</u>), which will be e-processed by the department. The schedule of the subject e-tender is mentioned above.

Yours faithfully, Sd/-

(Dr. B.V. Jichkar) Deputy Director, Admin (UIDAI, R.O. Mumbai)

# ANNEXURE- "A"

### A) **ELIGIBILITY CRITERIA:**

- The bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, empaneled registered with the appropriate authority for the purpose who possesses the required licences, registration as per established law. The said firm must be in existence for a minimum period of 3 years as on 31<sup>st</sup> March, 2018 from the date of registration under the appropriate Act. The bidder shall provide a copy the registration certificate. Joint ventures/ consortium are not allowed.
- 2. The firm should have experience of successfully executing the Security Services in reputed firms / organizations of any three years in the last five years. Satisfactory Service Certificates / work order from existing / past employers for the same period should be enclosed with the Technical Bid.
- 3. The firm should have a minimum of 20 Guards on their payroll. Supporting proof thereof should be attached with the Technical Bid. The annual turnover of the firm should be Rs. 10 Lakh and furnish along with the quotation a financial statement / balance sheet of the previous three financial years i.e. 2014-15, 2015-16 and 2016-17 in respect of the firm as evidence in support of their claim towards financial stability.
- 4. Income Tax payment certificates for the last 3 financial years should also be provided by the firm with the Technical Bid, i.e. 2014-15, 2015-16 and 2016-17.
- 5. The firm should have a registered office in Mumbai/MMRDA region. Supporting proof thereof should also be attached in the Technical Bid.
- 6. The firm should have a provision of smart Uniform and well supervised staff having proper identity Cards.
- 7. There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency).
- 8. The firm should comply with the statutory provisions of the Government of India labor laws, minimum wages, EPFO, bonus, Employee's State Insurance (ESI) etc. Registration certificates thereof should be furnished.
- 9. Firms should have sufficient numbers of staff in back office also in order to replace / provide additional staff as and when required.
- 10. The bidder must submit the copy of valid license/registration to run security agency (PSARA Certificate) or any other license for provision of private security service as per the Government rules in force.

# B) SCOPE OF WORK:

- 1 The Agency shall provide Security services by deploying adequately trained and welldisciplined 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, Mumbai 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 closing 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, Frisk personal entering and leaving the premises etc. with proper check on the same as per instructions given from time to time by 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.

# C) GENERAL TERMS AND CONDITIONS

1.0 The contract will initially be valid for One Year and may be renewed in writing for a further period of two year on year to year basis 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 of Central Government (Government of India). Tenderer shall go through the entire relevant circular issued by O/O Chief Labour Commissioner (C), Ministry of Labour & Employment, Government of India, New Delhi for minimum wage. 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'.

# 2.0 TECHNICAL BID

Scanned copy of Technical bid should be submitted online through E-Tender website <u>www.eprocure.gov.in</u> as per Technical Bid proforma along with scanned copies of registration particulars, copy of PAN Number issued in favor of the firm / proprietor, and other information sought for in the Proforma. Technical bid will be evaluated by a committee constituted by UIDAI, R.O, Mumbai. The financial bid of only those tenderers whose technical bids have been found eligible by UIDAI RO Mumbai shall be opened.

### 3.0 FINANCIAL BID

The Financial Bid should be submitted online through E-Tender website <u>www.eprocure.gov.in</u> as per the Financial Bid proforma in BoQ format. The financial Bids of those tenderers, who are found technically fit, will be opened on a specified date and time.

# 4.0 EARNEST MONEY DEPOSIT (EMD):

- 4.1 Earnest Money Deposit (EMD) in the form of Demand Draft/Pay Order of requisite amount (Rs. 20,000/-) of Nationalized Bank in favour of **"UIDAI Regional Office, Mumbai"** payable at **Mumbai,** in original should reach this office in sealed envelope prior to end date of the submission of the tender. EMD is to remain valid for a period of forty-five (45) days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Guarantee from them as called for in the contract.
- 4.2 Once the tender is submitted, 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 Earnest Money Deposit will be forfeited to the Government.
- 4.3 The tenders without Earnest Money Deposit will be summarily rejected.
- 4.4 Those bidders who wish to avail exemption for EMD / Tender fee, have to submit necessary valid copy of certificates / documents.

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

# 5.0 OPENING OF TENDER

- 5.1 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.
- 5.2 The Technical Bids will be opened by E-Tender opening committee at 16.00 PM on **07.08.2018** in the office of UIDAI, Regional Office, 7<sup>th</sup> Floor, MTNL Exchange Building, G.D.Somani Marg, Cuffe Parade, Mumbai-400005 in the presence of such tenderers who may wish to be present.
- 5.3 The Financial Bids of only those tenderers will be opened, whose Technical Bids have been found eligible. 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 the Letter of intent.

# 6.0 **RIGHT OF ACCEPTANCE**

- 6.1 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 Regional Office, Mumbai of the Unique Identification Authority of India in this regard shall be final and binding.
- 6.2 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.

# 7.0 COMMUNICATION OF ACCEPTANCE

Successful Tenderer will be informed of the acceptance of their tender.

# 8.0 VALIDITY OF THE BIDS:

The bids shall be valid for a period of 90 days from the date of opening of the tenders.

### 9.0 AWARDING OF TENDER

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

# **10.0 AGREEMENT**

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.

#### **11.0 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, Regional Office, Mumbai.

#### 12.0 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, Regional Office, 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.

# **13.0 SIGNING OF TENDER**

- 13.1 Individual signing the tender or other documents connected with contract must specify whether he signs as:
  - i) "Sole proprietor" of the Concern or constituted attorney of such sole proprietor.
  - ii) 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.
  - iii) Director or principal officer duly authorized by the Board or Directors of the Company, if it is a Company.
- 13.2 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 or 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.

- 13.3 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.
- 13.4 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.
- 13.5 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.

# **14.0 COMMENCEMENT OF CONTRACT**

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 and may be renewed in writing for a further period of two year on year to year basis, 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.

### **15.0 PERFORMANCE BANK GUARANTEE (PBG)**

The bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or private sector bank authorized to conduct government business for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Service Provider.

### **16.0 PAYMENT**

- 16.1 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 Deposit (EMD) and Security Deposit (PBG) governed by the separate clauses of the contract.
- 16.2 The payment will be based on number of persons attended duties subjected to producing of attendance sheets for the month.
- 16.3 The contractor shall submit the bill in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment.
- 16.4 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.

- 16.5 All payments shall be made by Electronic Clearing System (ECS) only.
- 16.6 Terms of payment as stated in the Tender Documents shall be final.
- 16.7 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.
- 16.8 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.
- 16.9 **Penalties**: Upon found responsible for loss/pilferage of the UIDAI property/equipment's etc. the following penalties can be imposed on the Agency:
  - a) Payment of salaries can be deducted commensurate with the quantum of loss.
  - b) Make good the full loss caused to the UIDAI property/equipment due to negligence/dereliction of duties.
  - c) Suitable legal action will be taken.

# **17.0 TERMS AND CONDITIONS FOR DEPLOYMENT OF SECURITY GUARDS:**

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

03 (Three) Security Guards at: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 firefighting. The Agency shall provide necessary undertaking and documentary evidence in this regard.
- 7. The security Guards must be having good physique, smart & pleasant personality.
- 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-aweek 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/Government 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 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 immoveable to the entire satisfaction of the UIDAI.

- 15. 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.
- 16. In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.
- 17. As and when UIDAI, 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.
- 18. The agency shall arrange to maintain at the security desk/booth, the daily shift-wise attendance record of the security personnel deployed by it showing their arrival and departure time. The Agency shall submit to UIDAI, RO, Mumbai an attested photocopy of the attendance record and enclose the same with the monthly bill.
- 19. The UIDAI, RO, Mumbai shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
- 20. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government.
- 21. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income- tax Department.
- 22. The Security personnel deployed by the agency shall have 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.
- 23. 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

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

- 24. The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify UIDAI, 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a sole Arbitrator to be appointed by UIDAI. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.
- 30. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.

- 31. An agreement shall be signed with the successful bidder.
- 32. 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

### **18.0 TERMINATION**

- 18.1 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 day 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 and 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 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.
- 18.2 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.
- 18.3 While the office of the Unique Identification Authority of India has a regular requirement for hiring of Security staff for the office space of Regional office, Mumbai. However, it shall have the right not to utilize the services at all or at any time for any period without giving any notice. The office will also reserve the right to hire the Security services from any other firms of such nature even during the period of contract.

### 19.0 RISK & COST

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

### 20.0 DISPUTES & ARBITRATION:

20.1 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.

- 20.2 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/Retired). If such arbitrator is non-government person then the cost of arbitration should be borne equally by both parties.
- 20.3 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.

### 21.0 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.

#### 22.0 SUBLETTING OF WORK:

The firm shall not assign or sublet the work or any part of it to any other person or party.

#### 23.0 TRANSFER:

### 19.01 The tender is not transferable.

19.02 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.

### 24.0 LIQUIDATED DAMAGES

- 24.1 The Bidder is liable to be imposed a penalty as per table at sub-clause no. 23 of 17.0, for poor service/delivery, inadequate staff, etc. subject to maximum deduction of 10% liquidated damages, from the monthly bill. Once the maximum is reached, the UIDAI RO Mumbai may consider termination of the Contract.
- 24.2 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 neither him as herein provided nor forfeiture of deposit mentioned under clause 3.0 above.

# 25.0 DISCLAIMER

- 25.1 The near relatives of employees of the Office of the Unique Identification Authority of India are prohibited from participation in this tender.
- 25.2 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-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in- law).

# 26.0 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 in cashed.

# D) SPECIFIC TERMS AND CONDITIONS

### **1.0 LICENSES AND PERMITS:**

- 1.1 The Agency shall obtain all necessary permits/licenses from authorized agencies such as Municipal Corporation, other Local Authorities, State/Central/Government 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 The agency should have its office in Mumbai/MMRDA region.

### 2.0 WORK-FORCE:

- 2.1 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.
- 2.2 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.
- 2.3 A complete list of personnel along with their bio-data photographs, proof of residence, etc. should be submitted to the Dy. Director (Admn), UIDAI, RO Mumbai before they are deployed. Changes should be informed forthwith when they take place.

- 2.4 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.
- 2.5 All the staff required for providing Security service should have appropriate experience required for the job.
- 2.6 The workforce deployed at UIDAI, RO, Mumbai will not be changed frequently so as to maintain uniformity and discipline in the services.
- **3.0 ABSORPTION:** 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.

# 4.0 BILLS:

- 4.1 The Agency shall submit its monthly bill for Security Services on or before 10th day of the succeeding month along with the Statutory Compliance Report to the Agreement duly certified by the authorized Representative of UIDAI, RO, Mumbai. Along with bills the agency shall submit the salary/payments slips of the employees for the payment made in previous month to verify the compliance of minimum wages act (Central Government rates), EPF, ESIC compliances and other statutory provisions.
- 4.2 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 5<sup>th</sup> 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.
- 4.3 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 bidder to repay all such expenses in respect of his employees. The successful bidder shall provide necessary ESI or Insurance cover to his all employees under Workmen Compensation Act under intimation to UIDAI, RO, Mumbai.
- 4.4 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.

### 5.0 WAGES:

- 5.1 The Agency shall be solely responsible for all statutory payments to its employees/labour under all relevant statutes for the purposes of this Agreement.
- 5.2 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 (**minimum wages defined by Central Government**), Payment of Wages Act 1936, 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 Government of India in force compliance or violation thereof shall be the Agency's sole responsibility and subsequent amendments thereof.
- 5.3 Minimum wages are as defined by O/O Chief Labour Commissioner (C), Ministry of labour & employment, Government of India, New Delhi for Watch and Ward (Without Arms). This shall include basic rate, any variable DA (VDA) applicable at the time of opening of bids. Employer contribution of EPF & ESIC will be as applicable from time to time. Any bids quoted below minimum wages or with 'NIL' as agency fee will be summarily rejected.
- 5.4 The Agency shall pay its employees on or before 5<sup>th</sup> day of every month under intimation to UIDAI, RO, Mumbai.
- 5.5 The Rates accepted (Minimum wages & VDA) may be changed in future to match the notification/order of O/o Chief Labour Commissioner, Ministry of Labour & employment, Government of India, New Delhi only after approval DDG UIDAI RO, Mumbai.
- 5.6 **OVERTIME:** 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.

### 6.0 INDEMNITY:

6.1 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.

- 6.2 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.
- 6.3 The Agency shall also keep UIDAI, RO, Mumbai 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.
- 6.4 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.

# 7.0 GRIEVANCES:

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, agitation 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.

# ANNEXURE "B"

# <u>TECHNICAL BID</u> <u>TECHNICAL BID PROFORMA</u> for Appeyure A in the tender decume

# (Refer Annexure- A in the tender documents)

Sr.No.		Description	Yes / No
1	Name of the		
	Tenderer/		
	Concern:		
	Address		
2	(with Tel.		
	& Mob. No.):		
	Nature of the c	oncern:	
3	(i.e. Partnership	o firm or a Limited Company or a Government	
	Department or	a Public Sector Organization)	
4	Registration Nu	imber of Tenderer/ Concern :	
4	(Attested photo	ocopy of registration should be attached)	
-	PAN Number of	f Tenderer/ Concern :	
5	(Attested copy	should be attached)	
	Pay Order/ Den	nand Draft No	
-	-	From bank name	
6		Rsas Earnest	
	Money Deposit		
	Whether firm h	as minimum three years of experience in the last five	
7	years. (If yes, su	upporting proof from the existing / past employer	
	attached)		
	List of organiza	tions with address and Telephone number to whom	
	Security services have been provided to any reputed firm /		
	organizations in any three years during the last five years with		
8	period of contr	ract is to be enclosed (Summary may be enclosed on	
0	separate sheet	ts for each contract and period and amount of	
	contract. Rema	arks/ observations/ appreciation of the organization	
	for whom the	work was conducted and any other information	
	considered imp	oortant by tenderer should be provided).	
	Attached attest	ted copies of Income tax payment certificates for the	
9		14-15, 2015-16 & 2016-17)	
		1, 13, 2015 10 Q 2010 17,	
	Service Tax /GS	T Payment certificate is attached.	
10	Service Tax/GS	T Registration No.:	
11	Whether firm has provision of smart uniforms, identity cards		

	Registration Number of ESIC:	
12	(Attested photocopy of registration should be attached)	
13	Registration Number of EPFO:	
	(Attested photocopy of registration should be attached)	
	Acceptance of terms and conditions attached.	
14	(Please sign each page of terms and conditions as token of	
	acceptance)	
15	Whether the Company owns manpower a minimum of 20	
	Attached attested copy of Financial statement / Balance Sheet of last	
16	three financial years (2014-15, 2015-16 & 2016-17).	
	Private Security Agency Registration No.	
18	(Attested photocopy of registration should be attached)	
	Accested photocopy of registration should be attached)	
19	Undertaking in the format of Annexure – E	
20	Undertaking in the format of Annexure – F	

Dated : At : (Dated Signature of Tenderer with stamps of the firm)

# **ANNEXURE-C**

# (FINANCIAL BID)

Τo,

The Deputy Director, UIDAI, R.O. Mumbai, MTNL Exchange Building, Cuffe Parade, Mumbai-400005.

# Sub:-Submission of financial bid for Hiring of Security Services in UIDAI, R.O, Mumbai

### Ref: Tender Notice No. F.No 4/30/2018-Admin-V -I

Date: 16.07.2018

With reference to the above, I/We hereby submit the quotation for **Hiring Of Security Services in UIDAI**, **R.O, Mumbai**, MTNL Exchange Building, Cuffe Parade, Mumbai-400005

FINANCIAL E	BID PROFORMA

Particulars	Security staff required	<b>Unit rate per month</b> (in Rs.) (Considering 30 days of work in a month)	Total Amount per month (in Rs.)
A	В	С	D=B*C
Security staffs pay. (Excluding EPF, ESIC, any taxes-GST, etc)	3		
Agency fee / Management charges, etc	1		
Total cost			

Note: 1. All the rates mentioned above shall be excluding any statutory payment of EPF and ESIC and applicable taxes (service tax, GST, etc.)

2. Rates are to be quoted in accordance with the Minimum Wages Act, 1948 as applicable in the Mumbai area (for central government offices) on per month basis. Any bids quoted below minimum wages or with 'NIL' as agency fee will be summarily rejected.

Dated: \_\_\_\_\_

(Dated Signature of Tenderer

At: \_\_\_\_\_

with stamps of the Firm)

# ANNEXURE-D

# Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.

# REGISTRATION

- 1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / n Code / e Mudra etc.), with their profile.
- 5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.
- 6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

# SEARCHING FOR TENDER DOCUMENTS

- 1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2. Once the bidders have selected the tenders they are interested in, they may download the required documents /tender schedules. These tenders can be moved to the respective, My

Tender's folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

# **PREPARATION OF BIDS**

- 1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or, "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

# SUBMISSIONOF BIDS

- 1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

- 3. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6. The server time (which is displayed on the bidder's "dashboard") will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### ANNEXURE-E

#### **UNDERTAKING**

(To be submitted by the bidder)

1. I/ We undertake that I/ we have carefully studied all the General terms and conditions and understood the parameters of the proposed work for the office of unique Identification Authority of India and shall abide by them.

2. I/ We also undertake that I/ We have understood all Terms and Conditions and Scope and Schedule of Work as mentioned in Annexure-A of the Tender No.

\_\_\_\_\_\_ and shall conduct the work strictly as per these "Specific Terms and Conditions including Scope and Schedule of Work".

3. I/ We hereby certify that none of my relative(s) as defined in Disclaimer, Clause No.: 25.0 of Annexure-A: General Terms and Condition, 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 I/ we hold responsibility for the same.

5. I / We, \_\_\_\_\_\_ hereby undertake that no case is pending with the police against the Proprietor / Firm / Partner of the Company (Agency).

OR

Convictions in the past against the Company / Firm / Partner are indicated as under:-

a.

b.

Dated: \_\_\_\_\_\_ At: \_\_\_\_\_ (Signature of Tenderer with stamps of the Firm)

# ANNEXURE-F

# **DECLARATION**

I/We hereby certify that information furnished above is true and to the best of my/our knowledge. I/we understand that if any deviation is of and in above statement at any state, I/We shall be black listed and will not have any dealing with department in future. I/We have read the terms and conditions of the Tender Notice along with its Annexures.

I/We hereby confirm that I am authorized to sign the Tender Document.

Signature & Name of the authorized Signatory Seal / Stamp

Date: Place: