

**RFP No. MDC/UIDAI/ADMIN/2016/Security Services**

**GOVERNMENT OF INDIA  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA  
*9<sup>th</sup> floor, Tower-1, Jeevan Bharti Building*  
*Connaught Circus, New Delhi – 110001***

**NOTICE INVITING TENDER FOR**

**Hiring of Security Services in  
Unique Identification Authority of India  
For  
Manesar Data Centre Complex, Manesar  
Gurgaon (Haryana)**

<b>(i)</b>	Release / Issue of Bid Document	05.10.2016
<b>(ii)</b>	Pre-bid Meeting	1500 Hrs on 13.10.2016
<b>(iii)</b>	Last date of submission of queries	21.10.2016
<b>(iv)</b>	Date of upload of response for queries	27.10.2016
<b>(v)</b>	Start date & time of submission of Bids	0900 Hrs on 28.10.2016
<b>(vi)</b>	Last date & time of submission of Bids	1000 Hrs on 07.11.2016
<b>(vii)</b>	Opening of Technical Bids	1500 Hrs on 07.11.2016
<b>(viii)</b>	Opening of Commercial Bids	To be informed later
<b>(x)</b>	Bid Validity	180 days from the date of opening of Bids.

(Sunil Agrawal)  
Assistant Director General (Admin - MDC)  
Dated : 05-10-2016

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(Sunil Agrawal)  
Assistant Director General (Admin - MDC)

Unique Identification Authority of India

**PART-I : GENERAL INFORMATION**

**Sub: Notice Inviting Tender for Hiring of Security Services in Unique Identification Authority of India in the Data Centers of Unique Identification Authority of India in Manesar (Haryana)**

a) Bidders are advised to study the Bid document carefully. Online submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Offers prepared in accordance with the procedures enumerated in this part of RFP should be submitted online only CPPP website: <https://eprocure.gov.in/eprocure/app> not later than the date and time laid down at the under Part-I, Clause 2; 'Important Dates'. Bidder/Agency are advised to follow the instructions provided in the 'Instructions to the Bidder/Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>'. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

**Manual bids shall not be accepted.**

b) Bidder who has downloaded the bid document from the UIDAI website [www.uidai.gov.in](http://www.uidai.gov.in) and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with UIDAI.

c) Intending bidders are advised to visit again UIDAI website [www.uidai.gov.in](http://www.uidai.gov.in) and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

d) The Hard Copy of original instruments in respect of cost of tender document, earnest money, original copy of affidavits, and credit facility certificate must be delivered to the address as mentioned in the Clause 1, Part - I on or before bid opening date/time as mentioned in Important Dates section. The Bidder is required to pay Rs.100/- (Rupees One Hundred Only) towards Bid Document Fee (except those bidders who are registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or with the Ministry of Communication and Information Technology (MCIT)), at the time of submission of Bids, in the form of a Bank Demand Draft failing which the Bids submitted by the Bidder shall not be entertained and shall be summarily rejected. The Bank Demand Draft should be drawn on a Scheduled Bank in favor of "PAO, UIDAI" and payable at New Delhi. The Bid Document Fee is non-refundable. Bidder shall likely to be liable for legal action for non-submission of original payment instrument like DD etc., against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non-refundable.

e) All Bids must be accompanied by an EMD (Earnest Money Deposit) / Bid Security of Rs. 50,000/- (Rupees Fifty Thousands only) in the form of EMD as per Annexure 'D' or Demand Draft to be drawn on a Scheduled Bank in favor of "PAO, UIDAI" and payable at New Delhi except those bidders who are registered with the Central Purchase Organisation, National

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Small Industries Corporation (NSIC) or with the Ministry of Communication and Information Technology (MCIT).

f) The detailed Scope of Work has been included in the RFP for selection of Bidder for “Security Services”. The eligibility criteria for the bidders should be fulfilled for consideration of the bid.

i) Bids shall be submitted online only at CPPP website:  
<https://eprocure.gov.in/eprocure/app>.

Note: The Purchaser shall not be responsible for non-receipt / non-delivery of the Bid documents due to any reason whatsoever.

1. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below –

<b>a)</b>	Name of the Purchaser	<b>Unique Identification Authority of India, MeitY, Govt. of India (Gol), 3 rd Floor, Tower II, Jeevan Bharti Building, Connaught Circus, New Delhi – 110001</b>
<b>b)</b>	Address at which Bid Fee/EMD are to be submitted	<b>The Deputy Director General (Tech Centre) Unique Identification Authority of India (UIDAI), MeitY, Govt. of India (Gol), 9<sup>th</sup> Floor, Tower I, Jeevan Bharti Building, Connaught Circus, New Delhi – 110001</b>
<b>c)</b>	Closing Time and Date for receipt of bids	<b>On or before 1000 hours of 07 November, 2016</b>
<b>d)</b>	Name of the Contact Person for any clarification	<b>Assistant Director General (Admin - MDC), Unique Identification Authority of India (UIDAI), MeitY, Govt. of India (Gol), 9<sup>th</sup> Floor, Tower I, Jeevan Bharti Building, Connaught Circus, New Delhi – 110001 Queries should be submitted via E-mail and by paper copy through post E-mail –<a href="mailto:sunil.agrawal@uidai.net.in">sunil.agrawal@uidai.net.in</a></b>
<b>e)</b>	Date till which the response to the bid should be valid	<b>180 days from the date of opening of Bids.</b>

**2. Important Dates**

The following table provides information regarding the important dates of the Bid process for this Bid:

<b>Activity</b>	<b>Date</b>
Release / Issue of Bid Document	<b>05.10.2016</b>
Pre-bid Meeting	<b>1500 Hrs on 13.10.2016</b>
Last date of submission of queries	<b>21.10.2016</b>
Date of upload of response for queries	<b>27.10.2016</b>
Start date & time of submission of Bids	<b>0900 Hrs on 28.10.2016</b>
Last date & time of submission of Bids	<b>1000 Hrs on 07.11.2016</b>
Opening of Technical Bids	<b>1500 Hrs on 07.11.2016</b>
Opening of Commercial Bids	<b>To be informed later</b>

**Note: The Purchaser shall not be responsible for non-receipt / non-delivery or late receipt of the Bid documents due to any reason whatsoever.**

3. This RFP is divided into five Parts as follows:

Part I – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

Part II – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details. This will form part of the Contract with the successful Bidder

Part III – Contains General Conditions of RFP, which will form part of the Contract with the successful Bidder.

Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

Part V – Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. UIDAI reserves the right to withdraw RFP at any stage without assigning any reason.

**5. Opening of Tender:**

5.1 The bidders are at their liberty either himself /herself or authorized representative, 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 bidders should bring with him a letter of authority from the bidder and a proof of identification.

5.2. Bidder shall not be permitted to withdraw his/her offer or modify the terms and conditions thereof. In case the bidder 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.

5.3. The bidder without Earnest Money and bid fee will be summarily rejected.

5.4 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.

**6. Procedure for Submission of Online Bids on CPP Portal:**

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>.

**6.1 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.

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- 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 / nCode / eMudhra 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.

#### **6.2 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 Tenders' 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.

#### **6.3 Preparation of bids**

- 1) Bidder should take into account any corrigendum published on the tender/bid document before submitting their bids.
- 2) Please go through the tender/RFP advertisement and the tender/bid 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

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“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.

**6.4 Submission of 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 coloured (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 bidders’ 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 openers 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 (ie 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.

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- 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.

**6.5 Assistance to bidders**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232. Bidders can get help at +91-7878007972, +91-7878007973

**7. Check list**

- a) **Please check whether following have been enclosed in the respective covers, namely, Technical Bid and Commercial Bid:**
- b) **Check list (as in Table-1 and Table-2 below) should be duly filled, signed and scanned and should be made part of Packet – 1 to be uploaded as part of Technical Bid.** The Annexures supporting the above list shall be placed in the Packet-1.
- c) **Check-list (as in Table-3 below) should be duly filled, signed and scanned and should be made part of the Packet-2 to be uploaded as part of Commercial Bid.** The Annexures supporting the above list shall be placed in the Packet-2.

**Table - 1**

**7.1 Check List of Eligibility Criteria documents/supporting scanned documents to be uploaded in the Technical Bid**

<b>S. No.</b>	<b>Eligibility Criteria</b>	<b>Whether Uploaded(Y/N)</b>
(i)	Signed and scanned copy of Bid Document Fee (Demand Draft ) in case RFP document is downloaded, else copy of document purchase receipt from UIDAI. (To be enclosed along with the technical bid).	
(ii)	Signed and scanned copy of (EMD) Bid Security. (To be enclosed along with the technical bid).	
(iii)	The bidder should not have been blacklisted / under a declaration of ineligibility for corrupt and fraudulent practices with any of the departments of the Central, State Governments and PSUs. Signed and scanned copy of undertaking from bidder in this regard to be uploaded.	
(iv)	The bidder should be a limited registered company or partnership firm or sole proprietorship. In case of partnership firms/Sole proprietorship, a scanned copy of the partnership or sole proprietorship 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 scanned self attested copy of the certificate of registration of firm should also be enclosed along with the technical bid.	



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(v)	The Bidder should have office in Delhi/NCR. Signed and scanned copy of documentary proof should be uploaded	
(vi)	Bidder should have a valid Sales Tax Number/ VAT Number, Service Tax Registration, PAN/TAN Number and PF code. Signed and scanned copy of documentary proof should be uploaded.	
(vii)	The bidding Company / Firm / Agency must have a minimum turnover of Rs. Rs. 35,00,000 (Rupees Thirty Five Lakhs) per year during the last three financial year till year ended on 31.03.2016. Signed and scanned copy of documentary proof should be uploaded.	
(viii)	Bidding Company/Firm/Agency should be registered with Employees Provident Fund organization (EPFO), Employees State Insurance Corporation (ESIC) under the respective Acts/laws and Labour Commissioner under Contract Labour Act, 1972. Signed and scanned copy of documentary proof should be uploaded.	
(ix)	Bidding Company / Firm/ Agency should have at least three years' experience in providing Security services to reputed private and/or public sector companies/banks/Government Departments etc. Signed and scanned copy of documentary proof should be uploaded.	
(x)	<p><b>The bidder must have completed/executed at least</b></p> <p>i. Two works of the value of at least Rs. 8.5 Lakh (Rs Eight Lakh Fifty Thousand only)</p> <p><b>Or</b></p> <p>ii. Three (3) works of the value of at least Rs. 7 Lakh (Rs Seven Lakh only)</p> <p><b>From Security services in the last 3 financial years</b></p> <p>Self attested scanned copy of following shall be uploaded with technical bid</p> <p>i. Copy of each such purchase order clearly indicating the value of the Order.</p> <p>ii. A certificate in original from the Statutory Auditor/ Chartered Accountant / Company Secretary/ Director of the bidder's company indicating and certifying the value of the components relating to Facility Management services work.</p> <p>iii. A copy of completion certificate from respective customers indicating satisfactory execution of such order/contract /payment milestones of customer.</p>	
(xi)	The bidding agency/firm should have a minimum of <b>20 employees</b> on their roll. Supporting proof thereof should be attached with the Technical Bid.	
(xii)	Income Tax Payment Certificate for last three years as on 31.03.2016. Signed and scanned copy of documentary proof should be uploaded	
(xiii)	The prospective Bidders should be registered under the Private Security Agencies (Regulation) Act, 2005. Scanned	

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	self attested copy of valid registration (up to the contractual period), must be submitted with the offer.	
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**Table - 2****7.2 Check List of Annexe / Appendix to be uploaded in Technical Bid**

S. No.	Description	Whether uploaded(Y/N)
(i)	Signed and Scanned copy of Technical Bid under Annexure 'A'	

**Table – 3****7.3 Check List of Annexe / Appendix to be uploaded in the Commercial Bid**

S. No.	Description	Whether Uploaded(Y/N)
(i)	Signed and Scanned Copy of Bid Particulars under commercial Bid under Annexure 'B'	
(ii)	Signed and Scanned Copy of Details of Cost for providing security services (Annexure 'B') in the form of BOQ_SECURITY_MDC.xls (This can be downloaded during online submission and can be submitted online itself)	

**8 Submission of Bids**

The tender shall be submitted Online (complete in all respect) must be uploaded on <https://eprocure.gov.in/eprocure/app> in two packets i.e. Two Bid system (Technical Bid and Commercial Bid), and bidder must follow the procedure as detailed in the Clause 6.1 to 6.5 above.

**8.1 The bid shall be submitted online in –**

**Packet-1** having viz.,

1. Scanned copy of tender Fee + Scanned copy of EMD + Documents as per check list in Table-1 and Table-2
2. Duly filled ,Signed and scanned copy of Annexure 'C'

**Packet-2** having viz.,

1. Financial Bid Submission (All the required supporting as well as Annexure as mentioned in CHECK LIST section in Table - 3)
2. Schedule of price bid in the form of BOQ\_SECURITY\_MDC.xls

8.2 All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. All the files mentioned below should be in .PDF format except for the BoQ which should be .xls format.

8.3 The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

8.4 Original Instruments for EMD (as per Bank Guarantee Format in Appendix B) and Demand Draft for Tender Fee must be submitted on or before the last date of submission of Bids to the address, date and time as mentioned in the Clause 1 of this

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Section. These instruments can also be sent by registered post or can be dropped in the drop box on or before the last date of submission of Bids.

**9. Cost of Bid Document**

- 1 The Bidder is required to **pay fee of Rs.100/- (Rupees One Hundred)** for purchase of Bid Document, in the form of a **Bank Demand Draft** drawn on a Scheduled Bank **in favor of "PAO, UIDAI"** and payable at New Delhi except those bidders who are registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or with the Ministry of Communication and Information Technology (MCIT). The Bid Document Fee is non-refundable.
- 2 The Bidder shall bear all costs associated with the preparation and submission of its bids, including cost of presentation for the purposes of clarification of the bids, if so desired by the UIDAI. The UIDAI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 3 The Financial Proposal/Commercial bid format as mentioned in **Annexure 'B' of RFP** is also provided as BOQ\_SECURITY\_MDC.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ\_SECURITY\_MDC.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with UIDAI.
10. **Signing of Tender/bid:** Individual signing the tender/bid 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, in case of Registered Company under the law of land.**

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.

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(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.

**Contract Agreement:**

While signing contract agreement on Annexure 'E' successful bidder should sign and affix his/her firm's stamp at each page of the RFP and all its **Annexures (A, B, C and D)**, all the corrigendum, Notification of Award/Letter of Intent, Acceptance of award by successful bidder and any other communication issued from publication of RFP and before signing of agreement, which will be deemed as part of contract agreement.

(Sunil Agrawal)

Assistant Director General (Admin - MDC)

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**PART-II -Essential Details of Items/Services required**

**1. Schedule of Requirements–**

The office of the Unique Identification Authority of India shall be hiring the security services for its NDC building at Manesar Data Centre Complex, Manesar, Gurgaon (Haryana).

1.1 List of items / services required is mentioned below.

This document outlines the functional requirements for internal physical Security of UIDAI NDC Building, MDC Complex, Manesar. The document broadly covers the background, scope, technical specifications of the requirement from the user perspective.

(i) Requirement for Security Services **for one year and further extendable up to two years on year on year basis on mutual consent subject to the performance/services are found satisfactory on review after one year.**

S.No.	Type of Guard	Category	No. of Guards
1.	Security Guard (Unarmed)	Civilian	08
2.	Supervisor	Civilian	01
		<b>Total</b>	<b>09</b>

(Sunil Agrawal)  
Assistant Director General (Admin - MDC)

**2. Scope of Work**

Details of Security services in the NDC building shall be as under:

2.1 Providing internal physical Security for the NDC building.

**3. Delivery Period** - Delivery period for supply of items/services would be 05 working days from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

**4. Consignee Details** – Deputy Director (Administration), UIDAI Manesar Data Centre, Manesar, Gurgaon.

5. Rules for Security personnel deployment by the “Agency” (successful bidder who has been selected for providing the services as per scope of the RFP):

- 5.1. The “Agency” shall deploy security guards trained in all facets of security work/gadgets, including fire fighting. The “Agency” shall provide necessary undertaking and documentary evidence in this regard.
- 5.2. Intoxication is strictly prohibited in office premises
- 5.3. “Agency” shall immediately inform to the Deputy Director (Admin) in case of security breach, fire incident, theft, fighting in office premise, etc.
- 5.4. The “Agency” shall furnish full particulars of the personnel to be deployed including their names and addresses along with testimonials before their deployment.
- 5.5. The “Agency” shall not deploy or shall continue deploying the security personnel, if so desired by the UIDAI at any time without assigning any reason whatsoever.
- 5.6. 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 personnel shall be equipped with latest communication systems/mobile. Night Guards shall be equipped with proper protection and lighting devices. While working at the premises of UIDAI, they shall work under directives and guidance of Deputy Director General, UIDAI and will be answerable to him. This will, however, not diminish in any way, the responsibility of the “Agency” under the contract.
- 5.7. The visitors shall be regulated as per instructions of the UIDAI procedure and records thereof maintained as stipulated. Further, the visitors shall be attended with due courtesy.
- 5.8. A senior level representative of the “Agency” shall visit NDC building Manesar Data Centre at least once-a-week and review the service performance of its personnel. During the weekly visit, the representative of the “Agency” shall also meet to the UIDAI officer in-charge of the service under the contract. A committee comprising of the Deputy Director (Admin), Agency and ADG in-charge shall have a regular monthly meeting to review the performance and further strengthening the services.
- 5.9. The “Agency” shall ensure that the personnel deployed should be disciplined and do not participate in any activity prejudicial to the interest of the UIDAI/Govt. of India/any State or any Union Territory.
- 5.10. The day-to-day functioning of the services shall be carried out in consultation with and under directions of the concerned UIDAI officials. Proposals for efficient functioning of the security systems shall be discussed, considered and implemented

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from time to time by the “Agency” with the approval of Deputy Director General , UIDAI.

- 5.11. In case of any theft or pilferages, loss or other offences, the “Agency” will investigate and submit a report to Assistant Director General (Admin), UIDAI.
- 5.12. The “Agency” shall ensure that security personnel deployed shall be loyal-to and assist the UIDAI during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immoveable to the entire satisfaction of the UIDAI.
- 5.13. The “Agency” shall arrange to maintain daily shift-wise attendance record at the security desk/booth for the deployed security personnel showing their arrival and departure time. The “Agency” shall submit an attested copy of the attendance record and enclose the same with the monthly bill for payment.
- 5.14. The “Agency” shall ensure that deployed security personnel shall possess certificate of minimum 10th passed in any stream from any recognized board as to make proper records at the security desk/ booth whenever required and also to make proper entries in the attendance register.
- 5.15. Any violation of instructions/agreement or suppression of facts shall attract cancellation of agreement without any reference.
- 5.16. The Agency shall be responsible for any consequential losses or liabilities arising out of misuse of the services/CCTV/IT Assets/Furniture, etc. and their allied components owned by UIDAI,HQ by any of the following means:
  - 5.16.1. Unauthorized access, use or operation by any unauthorized person, staff, intruders, etc.
  - 5.16.2. Loss due to abuse, negligence, accident, theft, embezzlement, damage, etc. by any unauthorized person, staff, intruders, etc.
  - 5.16.3. Maintenance of proper visitors” logbook, inlet/outlet register/records, visitor/floor management, etc.

(Sunil Agrawal)

Assistant Director General (Admin - MDC)

**Part-III – GENERAL CONDITONS OF TENDER ENQUIRY**

The Bidder is required to give confirmation of their acceptance of the Conditions of the Tender mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder/Agency (i.e. successful bidder in the Contract) as selected by the Purchaser (UIDAI). Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date and period of the Contract:** The contract shall come into effect on the date of signing the contract by both the parties (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract. The contract shall initially be effective for a period of one year, extendable to further two years on year to year basis, subject to satisfactory performance of the Agency (successful bidder).

3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration.

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

5. **Agents / Agency Commission :** The Agency (successful bidder) shall confirm and declare to the Purchaser (UIDAI) that the Agency (successful bidder) is the original Agency of



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the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Agency (successful bidder); nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Agency (successful bidder) agrees that if it is established at any time to the satisfaction of the Purchaser (UIDAI) that the present declaration is in any way incorrect or if at a later stage it is discovered by the Purchaser (UIDAI) that the Agency (successful bidder) has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Agency (successful bidder) will be liable to refund that amount to the Purchaser (UIDAI). The Agency (successful bidder) will also be debarred from entering into any Contract with the Government of India for a minimum period of five years. The Purchaser (UIDAI) will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Agency (successful bidder) who shall in such an event be liable to refund all payments made by the Purchaser (UIDAI) in terms of Contract along with interest at the rate of 2% per annum above the lending rate of GoI to States/UTs. The Purchaser (UIDAI) will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts** : In case it is found to the satisfaction of the Purchaser (UIDAI) that the Agency (successful bidder) has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Agency (successful bidder), on a specific request of the Purchaser (UIDAI), shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents**: Except with the written consent of the Purchaser (UIDAI)/ Agency (successful bidder), other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages/Penalty**:

1. In the event of the Agency (successful bidder)'s failure to submit the Bonds, Guarantees and Documents, supply the security services and conduct trials, training, etc as specified in this contract, the Purchaser (UIDAI) may, at his discretion, withhold any payment until the completion of the contract. The PURCHASER (UIDAI) may also deduct from the AGENCY (SUCCESSFUL BIDDER) as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered services mentioned above for every week of delay or part of a week on pro rata basis, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of contract value. The LD cannot exceed the amount stipulated in the contract.
2. If any staff is found absent from the duties without prior permission, an additional penalty@Rs 500/day may be imposed over and above the LD as mentioned in clause 8.1 above which can be deducted from the monthly payment to the bidder.
3. Whenever and wherever it is found that the Security services is not good, or up to the standards and when the same is brought to the notice and if no action is taken within one hour, Penalty@Rs 1000/day may be imposed over and above the LD as mentioned in clause 8.1 above which can be deducted from the monthly payment to the bidder

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4. Whenever it is found that the staff of security services is changed without prior permission or not changed up on instruction by UIDAI and if no action is taken within one hour, Penalty@Rs 1000/day may be imposed over and above the LD as mentioned in clause 8.1 above which can be deducted from the monthly payment to the bidder
9. **Termination of Contract:** The Purchaser (UIDAI) shall have the right to terminate this Contract in part or in full in any of the following cases with one month notice in advance :-
- (a) The delivery of the services is delayed for causes not attributable to Force Majeure for more than 05 days after the scheduled date of delivery.
  - (b) The Agency (successful bidder) is declared bankrupt or becomes insolvent.
  - (c) The delivery of services is delayed due to causes of Force Majeure by more than **(06 months)** provided Force Majeure clause is included in contract.
  - (d) The Purchaser (UIDAI) has noticed that the Agency (successful bidder) has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
  - (e) As per decision of the Arbitration Tribunal.
  - (f) The purchaser (UIDAI) is not satisfied with the performance of the Agency (successful bidders) or violation of the any of the terms and conditions of the contract.
  - (g) Any other unforeseen reason which UIDAI may deem fit.
10. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered mail/airmail/email, addressed to the last known address of the party to whom it is sent.
11. **Transfer and Sub-letting :** The Agency (successful bidder) has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
12. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Agency (successful bidder) shall indemnify the Purchaser (UIDAI) against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Agency (successful bidder) shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.
- 13 **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
14. **Taxes and Duties – The Contract is exclusive of all applicable taxes and same shall be borne by the purchase as would be prevailing under the Laws of India.**
15. **Performance Guarantee:** The Agency (Successful Bidder) will be required to furnish a Performance Bank Guarantee by way of Bank Guarantee through a Public Sector Bank or a private sector bank authorised to conduct government business (ICICI Bank Ltd., Axis Bank Ltd. or HDFC Bank Ltd.) for a sum equal to 10 % of the Contract value within 21 days of signing of

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the contract valid for a period of 60 days beyond period of contract. . If the contract is extended to the successful bidder for another one year on discretion of UIDAI, then successful bidder has to resubmit the PBG for a sum equal to 10% of contract value for one year within 21 days of issue of work order or start of the services whichever is earlier.

16. **Option Clause (where applicable):** UIDAI shall reserve the right to increase or decrease the services up to 50% of original contracted quantity.

17. **Repeat Order Clause (where applicable) – Not Applicable**

18. **Tolerance Clause (where applicable) – Not Applicable**

19. **Payment Terms** – Payment for providing Security Services will be made (after deducting TDS) on satisfactory performance upon completion of a calendar month on discovered price basis of the accepted bid price on submission of Bill/Invoice by successful bidder. It will be mandatory for the Successful Bidder to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. The payment will be made as per the following terms, on production of the requisite documents:

- (a) Given the fact that the contractor is under legal obligation to pay due wages as the requirements of law, the successful bidder shall be expected to make payment to the Security Staff under Electronic Fund Transfer System. The Agency (successful bidder) shall pay for all legal charges/contributions to statutory authorities. Besides that the Agency (successful bidder) shall be obliged to satisfy empowered officer about continued labour laws compliance as and when required by empowered officer.
- (b) The deployment of manpower may vary as per need basis and would be assessed on dynamic basis. Monthly assessment and review shall be made.
- (c) The Agency (successful bidder) shall raise bill for the services provided for a calendar month within 7 working days of succeeding month of such services. Disputed amount or amount on which clarification is required may be held up till the time matter is sorted out. However, balance amount shall be released by due date.
- (d) Bill should be submitted to the Administration Division, UIDAI Manesar Data Centre, Manesar, Gurgaon.
- (e) Payment from UIDAI shall be made by electronic fund transfer to the Agency's account by NEFT or RTGS for which purpose Agency is required to submit their complete bank details.
- (f) It is noteworthy that while considering the attendance and availability of the security staff, their working hours will also be considered for evaluation and non-compliance with the mentioned hours of work would be penalized.
- (g) Penalty would be in terms of part of the salary / payment, which would be deducted and reflected in month's payment.
- (h) Compliance to all statutory requirements such as wages, ESI, PF, Bonus etc. of the officials on duty will be borne by Agency (successful bidder).
- (i) The endeavor shall be made to make the payment to bidder within 30 days after submission of the bills by bidder provided, however it shall not have contractual binding on UIDAI. The bidder should ensure that:
  - a. The bills are submitted with all supporting documents as required
- (j) Bills for payment must be submitted with following documents for further processing of the bill:

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- (i) ECS Statement duly verified by the bank official for monthly wages payment in the bank account of Security Staff deputed to UIDAI on or before 07th of every month by the Agency (as a proof of compliance to ensure that monthly salary paid is not less than the statutory provision of minimum wages act as applicable in Manesar, Gurgaon for the respective category of worker, and as being charged from UIDAI, the employee shall be paid at least the quoted).
- (ii) The payment to the Agency (Successful Bidder) shall be released only after verification of the contracted service through a checking mechanism enforced by Designate Inspection Committee or Authority or any person nominated by or on behalf of the UIDAI to assess the performance of the Agency (successful bidder), both in terms of quantity and quality.
- (iii) Amount of LD / Risk Expense etc., if any, will be deducted from the billing amount.
- (iv) All logs/register for duty performed by its staff

20. **Advance Payments:** No advance payment(s) will be made in any case whatsoever.

21. **Paying Authority:**

(a). **PAO, UIDAI HQ, 2<sup>nd</sup> Floor, Tower-1, Jeevan Bharti Building, Connaught Place, New Delhi – 110 001.**

The payment of bills will be made on submission of the following documents, whichever applicable, by the Agency (successful bidder) to the Paying Authority along with the bill:

- i. Ink-signed copy of contingent bill / Agency (successful bidder)'s bill.
- ii. Ink-signed copy of Commercial invoice / Agency (successful bidder)'s bill.
- iii. Copy of Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- iv. Performance Bank guarantee / Indemnity bond where applicable.
- v. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract).
- vi. Any other document/certificate that may be provided for in the contract.
- vii. User Acceptance, where applicable.
- viii. Photocopy of PBG.

22. **Force Majeure:** Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within **10 days** of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract.

23. **Inspection Authority:** The mode of Inspection will be Departmental Inspection/User Inspection/Joint Inspection/Self-certification.

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24. The prospective bidder may inspect all the Office Premises before bidding.
25. 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:-
- i. The Payment of Wages Act, 1936.
  - ii. The Employees Provident Fund Act, 1952
  - iii. The Factory Act, 1948
  - iv. The Contract Labour (Regulation) Act, 1970
  - v. The Payment of Bonus Act, 1965
  - vi. The Payment of Gratuity Act, 1972
  - vii. The Employees State Insurance Act, 1948
  - viii. The Employment of Children Act, 1938
  - ix. The Motor Vehicle Act, 1988
  - x. Minimum Wages Act, 1948

(Sunil Agrawal)  
Assistant Director General (Admin - MDC)

**UNIQUE IDENTIFICATION AUTHORITY OF INDIA**

**PART-IV : SPECIAL CONDITIONS OF TENDER ENQUIRY**

**PARAMETERS AND TECHNICAL SPECIFICATION FOR EXECUTING THE WORK**

1.

- (i) The bidder should be a limited registered company or partnership firm or sole proprietorship. In case of partnership firms/Sole proprietorship, a copy of the partnership or sole proprietorship 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.
- (ii) The bidder should have minimum three years of experience of **providing the Security services to** the reputed firms / organizations in Delhi / NCR 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 bidders who have rendered such services in the Government departments and Public sector companies of similar scale.
- (v) The bidder should have a minimum of **20 employees** on their roll. Supporting proof thereof should be attached with the Technical Bid.
- (vi) Income Tax payment certificates for the last 3 years should also be provided by the firm in the Technical Bid
- (vii) The bidder should preferably have operation on All India basis and have a registered office at Delhi/ NCR. Supporting proof thereof should also be attached in the Technical Bid.
- (viii) The bidder should have minimum annual turnover of Rs 35 Lakh each year during last three financial years ending 31.03.2016. Stipulated document proof required, duly certified by Chartered Accountant to be attached with the technical bids.**
- (ix) The bidder must have completed/executed at least**
  - i. Two works of the value of at least Rs. 8.5 Lakh (Rs Eight Lakh Fifty Thousand only)
  - Or**
  - ii. Three (3) works of the value of at least Rs. 7 Lakh (Rs Seven Lakh only)

**From Security services in the last 3 financial years ended on 31.03.2016. For each of such order, the bidder should submit the following :**

- iv. Copy of each such purchase order clearly indicating the value of the Order.
- v. A certificate in original from the Statutory Auditor/ Chartered Accountant / Company Secretary/ Director of the bidder's company indicating and certifying the value of the components relating to security services work.

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- vi. A copy of completion certificate from respective customers indicating satisfactory execution of such order/contract /payment milestones of customer.
2.
  - (i) The bidder should have a smart provision of Uniform, equipments and well supervised staff having proper identity Cards.
  - (ii) The bidder should be registered with EPF Commissioner. Supporting Registration Numbers / proof should also be provided.
  - (iii) The bidder 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) Bidder should have sufficient numbers of staff in back office also in order to replace / provide additional staff as and when required
  - (v) Bidder should be registered with service tax department. Certified copy of the registration shall be attached with the technical bids.**
  - (vi) The Bidder should have Registration and Licence under Contract Labour Act. 1972.**
  - (vii) The Bidder should be in possession of necessary license from government authorities for running security agency.**
  - (viii) **PSARA License:** The prospective Bidders should be registered under the Private Security Agencies (Regulation) Act, 2005. Self attested copy of valid registration (up to the contractual period), must be submitted with the offer.
3. It will be the sole responsibility of the bidder to maintain the internal security of NDC building of UIDAI at Manesar Data Centre Complex, Manesar, Gurgaon, Haryana. The required security staff for internal Security shall be provide the internal security in the office on regular basis (For 8 Hrs & all days in a month)
4. The Civilian Guards should have their antecedents verified from the local Police Station, at the instance of the Contractor and a copy of such verification reports should be submitted before commencement of the contract.
5. Rates once finalized for hiring of the Security Services will be fixed. Upward change in rates will not be considered due to any reasons.
6. The bidder shall provide dedicated security guards and any change in the personnel supplied should be made only in very exceptional circumstances. Replacement of security guards should be provided in the event of sickness or in any other circumstances, when the guard is absent. The guards must report to duty strictly for eight hours (in each shift), seven Days of a week as per the roster or duty schedule to be prepared in this regard. This shall exclude the half hour lunch break, turn by turn. In case of weekly off, substitute security guard should be the same person and any change should be made with intimation to UIDAI.
7. The bidder shall provide the uniforms, other accessories like rainy-wear, umbrella etc. t its own cost.

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8. The security guards will be deployed in three shifts and at the discretion of the controlling officer of the department.
9. A log sheet, specifying daily reporting and relieving time of security guards shall be maintained for each guard. The contractor should submitted the duly filled in log sheet, Signed by the Controlling Officer, UIDAI Headquarters, New Delhi along with the bill, on monthly basis.
10. The security guards hired should satisfy the following conditions:-
  - i. Guards should wear the uniform neat, clean & ironed, while on duty, prescribed by the contractor.
  - ii. Guards should have undergone proper training on all security related issues, should be decent and well behaved.
  - iii. Once the Guard has been allotted a spot/site he/she shall remain in the same position till he / she is shifted.

(Sunil Agrawal)  
Assistant Director General (Admin - MDC)



**UNIQUE IDENTIFICATION AUTHORITY OF INDIA**

**PART-5 : EVALUATION CRITERIA**

**The criteria for tender evaluation (Technical and Financial Bids) will be as under:-**

1.1 The Technical Bids will be opened by a committee authorized by the competent authority at **UIDAI**, in the presence of such bidders/Authorised representatives who may wish to be present.

1.2 The Financial Bids of only those bidders will be opened **whose** Technical Bids found technically suitable and accepted by this Office. The Financial Bids will be opened in the presence of bidders whose Technical Bids are accepted after scrutinizing technical feasibility criterion and who wish to be present.

1.3 The contract may be awarded to the bidder whose grand total (A) of **Annexure 'B'** will be the lowest subject to fulfilment of all other conditions stipulated in the tender document.

1.4 The contract shall commence from the date of signing of contract agreement. Initially, **the contract will be valid for one year and further extendable up to two years on year on year basis on mutual consent subject to the 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 assigning any reasons thereof.

**2. Right of Acceptance:** The Office of the Unique Identification Authority of India reserves all rights to reject the tender at any stage 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 to all.

2.1 Any failure on the part of the contractor to observe the prescribed procedures and any attempt to canvass for the work will prejudice the contractor's quotation and liable to be rejected.

**3. Communication of Acceptance:** Successful bidder will be informed of the acceptance of his/her tender through Notification of Award /Letter of Intent for Acceptance of Award by successful bidder .

(Sunil Agrawal)  
Assistant Director General (Admin - MDC)

**UNIQUE IDENTIFICATION AUTHORITY OF INDIA****TECHNICAL BID**

1	Name of the Bidder/Agency:	
2	Address (with Tel. & Mob.No.):	
3	Nature of the concern : (i.e. Sole Proprietor / Partnership firm or a Limited Company or a Government Department or a Public Sector Organisation)	
4	Registration Number of Bidder/ Concern : (Attested photocopy of registration should be attached) (Page no _____)	
5	PAN Number of Bidder/ Concern : (Attested copy should be attached) (Page no _____)	
6	Demand Draft No. dated From bank name amounting to Rs. 50,000/-as Earnest Money Deposit	
7	Demand Draft No dated from bank name amounting to Rs 100/- as Tender fees. If excepted, then enclose the certificate	
8	Whether firm has minimum Three years of experience If yes, supporting proof from the existing / past employer attached (Page no _____ to _____)	YES/ NO
9	Income Tax Payment Certificate a attached If yes (Page no _____ to _____)	YES / NO
10	Whether firm has provision of uniforms, identity cards	YES/NO
11	Registration Number of ESIC: (Attested photocopy of registration should be attached) (Page no _____)	
12	Registration Number of EPFO: (Attested photocopy of registration should be attached) (page no _____)	
13	Whether the Company owns manpower a minimum of 20? If yes, supporting proof attached (Page no _____)	YES/NO
14	Whether the company operates on All India basis and office in Delhi/NCR? If yes, supporting proof attached (Page No _____ to _____)	YES/ NO
15	Financial Statement in support attached in r/o Annual Turnover of Rs 35,00,000/ in last three years , duly certified by Chartered Account ant for last three FY ending 31.03.2016) (page _____ to _____)	YES/ NO
16	Registration number with service tax department (Page _____)	YES/NO

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17	The firm should have Registration and Licence under Contract Labour Act. 1972.	YES/NO
18	<p>Weather firm has completed/executed security works of:</p> <p>i. Two works of the value of at least Rs. 8.5 Lakh (Rs Eight Lakh Fifty Thousand only)</p> <p><b>Or</b></p> <p>ii. Three (3) works of the value of at least Rs. 7 Lakh (Rs Seven Lakh only)</p> <p><b>From Security services in the last 3 financial years as on 31.03.2016.</b></p> <p>Self attested scanned copy of following shall be uploaded with technical bid</p> <p>i. Copy of each such purchase order clearly indicating the value of the Order.</p> <p>ii. A certificate in original from the Statutory Auditor/ Chartered Accountant / Company Secretary/ Director of the bidder's company indicating and certifying the value of the components relating to Facility Management services work.</p> <p>iii. A copy of completion certificate from respective customers indicating satisfactory execution of such order/contract /payment milestones of customer.</p>	
19	Weather the prospective Bidders is registered under the Private Security Agencies (Regulation) Act, 2005. Self attested copy of valid registration (upto the contractual period), must be submitted with the offer.	Yes/No
20	The bidder should not have been blacklisted / under a declaration of ineligibility for corrupt and fraudulent practices with any of the departments of the Central, State Governments and PSUs. Undertaking from bidder in this regard to be submitted. The Bidder should have office in Delhi/NCR.	Not blacklisted/Black listed

Note: Supporting documents in r/o above mentioned technical requirement should be attached with the technical bid, being mandatory.

Any other information important in the opinion of the bidder

**Dated :**

**At :**

**(Signature of Bidder with stamps of the firm)**

**UNIQUE IDENTIFICATION AUTHORITY OF INDIA**

**No:** \_\_\_\_\_

**FINANCIAL BID**

1. Rate of machines, men and cleaning material should be quoted by the firm clearly for details given below.

**A) Security staff (monthly)**

S.No.	Type of Guard	Category	No. of Guards	Costs/Guard/month	Total Cost per year
1.	Security Guard (Unarmed)	Civilian	08		
2.	Supervisor	Civilian	01		
		<b>Total</b>	<b>09</b>		

Note:

1. \* Statutory obligations such as Min Wages, PF, ESI, etc shall be included and borne by the bidder.
2. For ‘A’ above, Service Tax will be paid separately as per Govt rules.

**Dated:**

**At :**

**(Signature of Bidder  
with stamps of the firm)**

**UNIQUE IDENTIFICATION AUTHORITY OF INDIA**

**UNDERTAKING**

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

**Dated:**

**At:**

**(Signature of Bidder  
with stamps of the firm)**

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND**

Ref : \_\_\_\_\_

Date \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

To

**The Deputy Director General (Tech Centre),  
Unique Identification Authority of India (UIDAI),  
Tower II, 3<sup>rd</sup> Floor,  
Jeevan Bharati Building,  
Connaught Place,  
New Delhi – 110001.**

Dear Sirs,

1. In consideration of the Unique Identification Authority of India, Ministry of Electronics & Information Technology (MeitY), Government of India, (hereinafter referred to as the ‘Purchaser’ which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at ..... (hereinafter referred to as the “Contractor/Agency” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated ..... and the same having been acknowledged by the Contractor/Agency, resulting in a Contract, bearing No..... dated.....valued at.....for **“Security Services at Manesar, Haryana, India”** and the Contractor/Agency having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs. .... (in words & figures).
2. We.....(Name & Address of Bank Branch) having its Head office at ..... (hereinafter referred to as the ‘Bank’, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor/Agency merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Contractor/Agency(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor/Agency(s)’ failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Contractor/Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Purchaser discharges this guarantee.
3. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the

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Contract by the Contractor/Agency. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor/Agency, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Contractor/Agency or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Purchaser or any other indulgences shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

4. The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor/Agency and notwithstanding any security or other guarantee the Purchaser may have in relation to the Contractor/Agency's liabilities.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Agency(s).
6. Notwithstanding anything contained hereinabove:
  - (1) Our liability under this guarantee is restricted to Rs. .... (in words & figures), as per **Clause 15 of PART III**.
  - (2) This Bank Guarantee will be valid up to .....; and
  - (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before .....

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

**WITNESS**

.....  
(Signature)

.....  
(Name)

.....  
(Official Address)

.....  
(Signature)

.....  
(Name)

.....  
(Designation with Bank Stamp)

Attorney as per  
Power of Attorney  
No.....  
Dated.....





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

DRAFT AGREEMENT FORMAT This agreement is made at New Delhi on the \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_ between UIDAI through \_\_\_\_\_ (Name of officer and Designation) having its office at \_\_\_\_\_ (Address) (hereinafter called “Purchaser” which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Part.

Second Part

M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_ (Hereinafter called the “Agency/Contractor” which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the Second Part. WHEREAS the “Purchaser” is desirous to engage the “Agency/Contractor” for providing

**Physical Security Services in  
Unique Identification Authority of India  
For  
Manesar Data Centre Complex, Manesar Gurgaon (Haryana)  
On the terms and conditions stated below:**

1. The Agency/Contractor shall be solely responsible for compliance to provisions of various Labor, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc. relating to housekeeping personnel deployed in UIDAI, NDC Building, MDC Complex. The “Purchaser” shall have no liability in this regard.
2. The Agency/Contractor shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed for providing housekeeping service at office premises of NDC Building, MDC Complex, Manesar, Gurgaon. The “Purchaser” shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving one month notice on either side.
5. In case of non-compliance with the contract, the “Purchaser” reserves its right to:
  - a. Cancel/revoke the contract; and/or
  - b. Impose penalty as given in RFP.
6. Security deposit equal to 10% of the contract value (refundable without interest after two months of termination of contract) in the form of Pay Order/Demand Draft or Bank Guarantee shall be furnished by the “Agency/Contractor” at the time of signing of the Agreement.
7. The “Agency/Contractor” shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed.
8. The personnel provided by the “Agency/Contractor” shall not claim to become the employees of UIDAI and there will be no Employee and Employer relationship between the personnel engaged by the “Agency/Contractor” for deployment in UIDAI site.
9. The “Agency/Contractor” also agrees to comply with Terms and Conditions as stipulated in Tender Document.

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10. Decision of "Purchaser" in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the "Agency/Contractor".

11. The "Agency/Contractor" shall ensure full compliance with Tax laws of India with regard to this Contract and shall be solely responsible for the same. The "Agency/Contractor" shall keep "Purchaser" fully indemnified against liability of tax, interest, penalty, etc. of the "Agency/Contractor" in respect thereof, which may arise.

12. In case of any dispute between the "Agency/Contractor" and "Purchaser" all such disputes or differences arising out of in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. However, for all matters needing settlement through courts in such cases jurisdiction shall be at courts located at New Delhi.

13. The total value of contract for each year will be Rs. \_\_\_\_\_/-. Contract will be effective from date of signing of the contract.

14. The contract will be valid for a period of 1 year w.e.f date of award of the contract. However, the contract may be extended for 2<sup>nd</sup> year and 3<sup>rd</sup> year in favour of the Agency/Contractor by the UNIQUE IDENTIFICATION AUTHORITY OF INDIA, on its sole discretion and same terms and condition.

15. This contract agreement comprises of following:

- a. The RFP and all its **Annexures (A, B, C and D)**,
- b. All the corrigendum, Notification of Award/Letter of Intent, Acceptance of award by successful bidder and any other communication issued by UIDAI from publication of RFP and before signing of agreement with the successful bidder.

THIS AGREEMENT will take effect from \_\_\_\_\_ day of \_\_\_\_\_ Two thousand sixteen. IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in New Delhi in the presence of the witness:

For and on behalf of the  
"Agency/Contractor" Signature of the  
authorized Official Name of the Official  
Stamp / Seal of the "Agency/Contractor"  
SIGNED, SEALED AND DELIVERED By the  
said Name\_\_\_\_\_ on  
behalf of the "Agency/Contractor" in the  
presence \_\_\_\_\_ of  
Witness \_\_\_\_\_  
Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

For and on behalf of the  
"\_\_\_\_\_" Signature of the  
authorized Official Name of the Official  
By \_\_\_\_\_ the \_\_\_\_\_ said  
Name \_\_\_\_\_  
on behalf of the "\_\_\_\_\_" in  
the \_\_\_\_\_ presence \_\_\_\_\_ of \_\_\_\_\_ Witness  
\_\_\_\_\_  
Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* The contract under Annexure E is a sample contract and UIDAI reserves the right to modify/amend the terms & conditions of the contract before signing the same with the successful bidder.