

GOVERNMENT OF INDIA  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA  
REGIONAL OFFICE, HYDERABAD

No:UIDAI/HYD/Security Services/1034/Vol-V

Date: 8<sup>th</sup> August 2018

NOTICE INVITING TENDER FOR SECURITY SERVICES  
UIDAI REGIONAL OFFICE PREMISES HYDERABAD  
LAST DATE FOR SUBMISSION OF TENDER, 27<sup>th</sup> August 2018

Sub: Invitation to bid for Security Services for UIDAI, Regional Office, 6<sup>th</sup> Floor, East Block, Swarnajayanthi Commercial Complex, Ameerpet, Hyderabad

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Sealed Tenders are invited for providing Security Services for UIDAI, Regional Office, at 6<sup>th</sup> Floor, East Block, Swarnajayanthi Commercial Complex, Ameerpet, Hyderabad-500 038. The bidders are requested to go through the tender enquiry document carefully, which will form part of the contract. The bidders should furnish all the requisite information, sign all the pages and submit the bid to the Deputy Director, UIDAI, Regional Office, 6<sup>th</sup> Floor, East Block, Swarnajayanthi Commercial Complex, Ameerpet, Hyderabad-500 038.

Contact Person:

Shri M.V.R. Anand,  
Deputy Director,  
UIDAI, Regional Office,  
6<sup>th</sup> Floor, East Block,  
Swarnajayanthi Commercial Complex,  
Ameerpet, Hyderabad-500 038  
Tele : 040-2373 9269

## **CONTENTS OF TENDER DOCUMENT**

<b>SL.NO.</b>	<b>Description of contents</b>
1.	Tender notice
2.	Part I- Proforma for Technical Bid
3.	Qualification Criteria & Evaluation of Technical Bid
4.	Part II- Proforma for Financial Bid
5.	Part III- Draft Agreement Format (to be made on Rs. 100/- Non-Judicial Stamp Paper).
6.	Annexure to Agreement- Part IV A- Scope of work. B- Eligibility Criteria. C- Information and conditions relating to Submission of Bids. D- Terms and Conditions of agreement.
7.	Bank Guarantee bond template

Date of publication of tender : 8<sup>th</sup> August, 2018

Last date for tender related enquiries : 21<sup>st</sup> August, 2018

Last Date & Time for Submission of Tenders : 27<sup>th</sup> August, 2018 at 15.00 hrs

Time & Date of Opening Tenders : 27<sup>th</sup> August, 2018 at 15.30 hrs

## **TENDER NOTICE FOR SECURITY SERVICES FOR UIDAI**

On behalf of Unique Identification Authority of India, Ministry of Electronics & Information Technology, Govt. of India, sealed tenders under two-bid system are invited from reputed and experienced agencies for providing Security Services at the address given below.

Regional Office

Unique Identification Authority of India

6<sup>th</sup> Floor, East Block, Swarnajayanthi Commercial Complex,

Ameerpet, Hyderabad -500 038.

Interested agencies are required to submit the technical and financial bid separately. The bids in Sealed Cover-I containing “Technical Bid” and Sealed Cover-II containing “Financial Bid” should be placed in a single cover superscribed “Tender for Security Services for UIDAI, RO, Hyderabad” and should reach the Deputy Director, UIDAI, Regional Office, 6<sup>th</sup> Floor, East Block, Swarnajayanthi Commercial Complex, Ameerpet, Hyderabad -500 038 **on or before 27<sup>th</sup> August 2018, at 15.00 hrs**. The bids shall be opened on the same day at 16.00 hrs in the presence of bidders or their representatives. Even if no bidders / representatives are present, the bids will be opened at the scheduled time.

The tender document containing eligibility criteria, scope of work, terms & conditions and draft agreement may be downloaded from UIDAI website [www.uidai.gov.in](http://www.uidai.gov.in). The bidders are required to remit Rs. 100/- (Rupees Hundred only) through Demand Draft in favour of PAO, UIDAI, RO, Hyderabad for the cost of Tender Document and EMD of Rs.25,000/- in the form of Demand Draft drawn on any Nationalized Bank in favour of “CDDO, UIDAI, Regional Office” payable at Hyderabad. Firms having NSIC registration are exempted from paying the cost of Tender Document as well as EMD.

Deputy Director  
UIDAI, RO, Hyderabad.

**PART-I**  
**TENDER DOCUMENT**  
**UIDAI INVITES TENDER FOR PROVIDING “SECURITY SERVICES”**  
**MANDATORY CONDITIONS FOR QUALIFICATION OF BIDDER:**  
**PROFORMA FOR TECHNICAL BID**  
(In separate sealed Cover-I super scribed as Technical Bid)

Sl. No.	Description	Details				
1	Name & Address of the Tenderer Organization/Agency with phone number, email and telephone/mobile number of authorized person for contact.					
2.	Experience in the work of providing Security Services. Particulars of experience (Attach Certificates). This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand for 2 years during the last five years period along with a certificate from the organisation for whom they have worked. <u>Note:</u> The genuineness of the documents submitted by the agency along with the tender will be verified from the concerned issuing authority.	In the following format				
Sl.No.	Name of Organization with complete address and telephone numbers to whom services provided	From	To	Contracted Amount (Rs. Per Month)	Date of completion of contract/ Termination	
3.	Set-up of your Organization, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this service:  (a) Is the agency having valid license to carry out the business of private security agency under the Private Security Agencies (Regulation) Act, 2005. If yes, please give the details of license and attach supporting documents. (b) Undertaking of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in UIDAI.					
4	Please give Registration No/ code of EPF & ESI.					
5	Please attach copy of last three year Income Tax Return, viz FY 2014-15, 2015-16 and 2016-17					
6	Please attach balance sheet of the company, duly certified by Chartered Accountant for last three (3) years, viz FY 2014-15, 2015-16 and 2016-17					
7	Service Tax Registration no. (Please attach copy)					
8	Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.					

9.	Power of Attorney/authorization for signing the bid documents	
10	Please submit an undertaking that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency).	
11	<p>(i) Details of the DD of Rs.25,000/-towards bid security (EMD)</p> <p>DD No.</p> <p>Date:</p> <p>Drawn on:</p> <p>(ii) Details of the DD of Rs.100/-towards cost of tender document</p> <p>DD No.</p> <p>Date:</p> <p>Drawn on:</p>	

Declaration by the Tenderer:

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

Encls:

1. DD Nos. \_\_\_\_\_
2. Terms & Conditions (each page must be signed and sealed)
3. Financial Bid.

(Signature of Tenderer with seal)

Name : .....

Seal : .....

Address : .....

.....

Phone No (O) : .....

Fax No (O) : .....

## **TECHNICAL BID QUALIFICATION CRITERIA**

The tendering Agency must fulfil the following technical specifications in order to be eligible for technical evaluation of the bid described in detail in Part I & II. The Registered Office of the Agency should be located either in Hyderabad/Secunderabad.

- a. An attested copy of the registration certificate of offices in Hyderabad/Secunderabad shall be enclosed.
- b. 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 in 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.
- c. The Agency must have a minimum of two years experience during the last 5 years in providing security services to reputed private companies/Public Sector Companies/Banks/Central and State Government Departments. Proof of at least two (2) contracts relating to providing security services to Central Government/State Governments/PSUs/Bank/reputed private firms in the last three years along with attested copies of the Contract Award orders.
- d. The Agency should have its own Bank Account. Certified copy of the account maintenance for the last three years issued by the Bank shall be enclosed.
- e. Certified Copy of the PAN card shall be attached with the Bid document.
- f. The Agency (not individual) should be registered with Service Tax departments. Certified copy of the registration shall be attached with the Bid document.

## **CRITERIA FOR EVALUATION OF TENDER**

- A. EN-01 is the first envelope to be opened on the specified date and time in the presence of bidder's representatives (one from each bidder). EN-02 of only those bidders whose EMD is in order shall be opened in the same session. Bids not accompanying with the prescribed EMD will not be considered.
- B. The contents of EN-02 (bidder's eligibility) shall be passed on to a duly constituted Technical Evaluation Committee (TEC) for evaluation. The TEC would scrutinize the bids with respect to the eligibility conditions specified in the tender document, may call for additional information from the bidders or may visit the bidders' offices for verification. Additional information if called for must be submitted in the time period given by the TEC failing which the bid shall be rejected.
- C. EN-03 Financial bid shall be opened only for the technically accepted bidders on the date and time duly notified and in the presence of the bidders' representatives. The rates quoted by various bidders shall be read out in this session if so desired by the representatives. The financial bids shall be evaluated by a duly constituted Financial Evaluation Committee (FEC).

**PART-II**

**PROFORMA FOR FINANCIAL BID**

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

<b>Sl. No.</b>	<b>Particulars</b> Security Guards Civilian Security Guards (without arms)	<b>Percentage / Amount (as applicable)</b>	<b>Rate per person/ per month (In Rs)</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>
1	Basic + VDA		
2	EPF		
3	ESI		
4	Total - I		
5	Service Charges		
6	Total - II		
7	Cost per guard for 1 month (26 days)		
8	GST @		
9	Total cost per Guard per Month		

(Amount to be written in figures and words)

Copy of the Govt. Order on Minimum Wages and wages approved by Regional Labour Commissioner (Central) may be provided.

**Declaration by the Bidder:**

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

**Note:**

- i) No other charges would be payable by Client
- ii) There would be no increase in rates during the Contract period. However the rates under Minimum wages act will be ensured.
- iii) The rates arrived at and quoted by Bidder in Column 4 and Row 9 above will be considered as the price bid and will be payable to the selected bidder. The amount should be written in figures & words.

(Signature of Bidder with seal)

Name : .....

Seal : .....

Address : .....

.....

Phone No (O) : .....

Fax No : .....

E-mail: .....

Place : .....

Date : .....

**PART-III**  
**(To be made on Rs 100.00 Non Judicial Stamp Paper)**

**DRAFT AGREEMENT FORMAT**

1. This agreement is made at Hyderabad on the \_\_\_\_\_ day of \_\_\_\_\_ Two thousand Eighteen between \_\_\_\_\_ acting through Shri \_\_\_\_\_, \_\_\_\_\_, UIDAI, Regional Office, Government of India having its office at 6<sup>th</sup> Floor, East Block, Swarnajayanthi Commercial Complex, Ameerpet, Hyderabad-500 038 (hereinafter called 'UIDAI' 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.

AND

M/s \_\_\_\_\_, having its Registered Office at (hereinafter called the 'Agency' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the Second Part.

WHEREAS the 'UIDAI' is desirous to engage the 'Agency' for providing Security Services for UIDAI on the terms and conditions stated below:

2. WHEREAS, the UIDAI had floated tender enquiry no. UIDAI/HYD/Security Services/1034-Vol.V on 8<sup>th</sup> August 2018 for outsourcing of Security services for UIDAI. The UIDAI had prescribed the eligibility criteria, technical and financial terms and conditions while inviting Tenders from the bidders. The AGENCY participated in the tender and had quoted Rs. \_\_\_\_\_ /- per month (inclusive of all taxes) as monthly service charges which include the cost of personnel required for performance of services.
3. WHEREAS, on the basis of the said quotation, UIDAI has decided to accept the bid of the AGENCY for providing Security services as mentioned in schedule of requirement as annexure to this agreement.
4. The contract shall be governed by the Laws of India.
5. **Validity of Contract :** The contract will be initially for a period of one year and will commence from 1<sup>st</sup> September 2018. The UIDAI, however, reserves the right to terminate/curtail the contract at any time before expiry of contract period after giving one month notice to the AGENCY without assigning any reason.
6. The AGENCY shall deposit 10% of the value of the contract as performance security deposit issued by a reputed bank or Fixed Deposit Receipt (FDR) made in the name of the Agency but Hypothecated to the CDDO, UIDAI, RO, Hyderabad covering the validity for a period of sixty days beyond the period of contract.
7. The AGENCY shall not be allowed to transfer, assign, pledge or sub- contracts its rights and liabilities under this contract to any other agency without the prior written consent of the UIDAI.
8. Decision of 'UIDAI' in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the 'Agency'.
9. There would be no increase in rates payable to the 'Agency' during the contract period except reimbursement of the statutory wages revised by the Govt. from time to time.
10. The 'Agency' also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.

11. The AGENCY will be bound by the details furnished by him to the UIDAI. The contract may be short closed or terminated, at the discretion of the UIDAI in case the Agency fails to provide services to the utmost satisfaction of UIDAI or any of the information provided by the Agency is found to be untrue Or the Agency is found to have attempted to influence a person involved with the contract through unethical means. Notwithstanding any provisions contained herein, UIDAI may at any time after giving written notices terminate the contract in whole or in part by requiring the Agency to discontinue the performance of any or all the services or work mentioned herein, in which case the Agency shall have no claim against the UIDAI. All amounts due to the Agency on account of services already completed at the time of issue of termination letter would be payable, but UIDAI shall not be liable to any bonus, damage or other claims of the contract for loss of expected profit. The Agency will have the right to terminate the contract in case of any change in the constitution of the Agency's firm by giving one month written notice.

**12. The AGENCY shall ensure the following:**

- a. The AGENCY shall ensure that the assigned job is executed through their employees on their roll and under no circumstances casual employees shall be deployed to carry out the job nor shall they subcontract the job of providing security services to the UIDAI.
- b. The AGENCY shall *be* solely responsible for good conduct of the security personnel. In case of misconduct or misbehavior by any of the employees, the AGENCY shall take immediate steps to replace them.
- c. The employees deployed by the AGENCY in the premises of the UIDAI Regional Office, Hyderabad shall be physically fit and able and healthy bodies with good eye sight and hearing power. They shall be within the age group of 21-45 years.
- d. The AGENCY shall issue proper uniform etc to all personnel for performance of the assigned job.
- e. The AGENCY shall provide Identity Cards with Photographs to his Employees. The character and antecedents of all personnel should be got verified and got cleared by the AGENCY from Local Police Authorities of their native place. The personnel should be without any criminal record or linkages. Documentary proof of verification of antecedents should be provided by the Agency within 15 days from the date of agreement and whenever new employee is deployed by the Agency.
- f. The Baggage of the AGENCY's Employees shall not be permitted inside the premises of the UIDAI except those items or stores which are required for the performance of assigned duty, duly approved by the Designated Officer of the UIDAI.
- g. In case of any injury or loss of life to AGENCY's personnel inside and outside the premises, it shall be the sole responsibility of the AGENCY in respect for payment towards any Treatment or Compensation or Legal matters arising thereon.
- h. The payments towards Group Insurance shall be made by the AGENCY.
- i. The AGENCY's Employees should not involve themselves in any type of discussions, arguments, quarrels or fighting with any of the workers, staff or officers of UIDAI and shall always behave politely and firmly while attending to their duties. Any matter creating hindrance in performance of the duties shall be brought to the notice of the Designated Officer immediately.
- j. The AGENCY's Employees shall not be allowed to participate in any union activities or agitations. Undesirable individuals will be replaced forthwith by the AGENCY as and when directed by *the* UIDAI's Designated Officer.

13. It will be the responsibility of the AGENCY to meet transportation, food, medical and any other requirements in respect of the persons deployed in the UIDAI and the UIDAI will have no liabilities in this regard.

14. For all intents and purposes, the AGENCY shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the UIDAI. The persons deployed by the AGENCY in the UIDAI shall not have claims to any Employer.

15. The AGENCY shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. The UIDAI shall, in no way, be responsible for settlement of such issues whatsoever.
16. The UIDAI shall not be responsible for any financial or other injury to any person deployed by service providing AGENCY in the course of their performing the functions/duties, or for payment towards any compensation.
17. The AGENCY will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in the UIDAI. Payment of monthly salary to the guards shall be ensured by 5<sup>th</sup> of the following month.
18. The AGENCY shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to UIDAI to concerned tax collection authorities from time to time as per extant rules and regulations on the matter. In case, the AGENCY fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof the UIDAI is put to any loss/obligation, monetary or otherwise, the UIDAI will deduct the same from the monthly bills and or the Performance Security Deposit of the AGENCY, to the extent of the loss or obligation in monetary terms.
19. The 'Agency' shall keep 'Client' fully indemnified against liability of tax, interest, penalty etc. of the 'Agency' in respect thereof, which may arise.

### **Terms of Payment**

20. The AGENCY shall submit the monthly bills in triplicate enclosing the certificates as mentioned in succeeding paras which shall be got duly certified by the officer in-charge and the same shall be paid within 15 days thereof after making recovery if any.
21. The AGENCY shall make regular and full payment of salaries and other payments as due to its personnel deputed under service contract and furnish necessary proof whenever required. The payment to the personnel by the AGENCY would be made on or before 7<sup>th</sup> of every month. In case 7<sup>th</sup> day being a holiday wages should be paid on the preceding working day of the month.
22. The payment on account of enhancement / escalation charges on account of revision in wages by the Government of India from time to time shall be payable by UIDAI, RO, Hyderabad to the contractor on the submission of revised wages order issued by the appropriate authority.
23. Proof of challan/receipt issued by Regional Provident Fund Commissioner etc. for the payment made towards applicable provident fund, ESIC and proof of payment towards other statutory dues for previous months shall be submitted with the bills. In case of any default, UIDAI will deduct the dues and release the balance amount to the AGENCY.
24. Payments of the AGENCY would be strictly on certification by the Personnel Division of the UIDAI that the services and attendance of the employees were found satisfactory.
25. In case UIDAI receives any complaints regarding non-payment of salaries to the personnel deployed in UIDAI the amount payable to the employee will be recovered from the bills of AGENCY and paid to such personnel.

## **Penalty Clause**

26. In case of any damages or loss caused to the UIDAI premises or property due to any default or failure on the part of the AGENCY to provide security services of the requisite standards or negligence of the AGENCY or its employees, the same shall be recoverable from the dues of the AGENCY in addition to the civil or criminal liabilities. In addition, penalty shall be levied for not carrying out any of the terms of the contract. The penalty shall be worked out by the UIDAI on the basis of unsatisfactory work. The decision of the UIDAI in this regard shall be final and binding on the AGENCY. Further whenever and wherever it is found that the laxity is on the part of Agency in delivering the agreed services a penalty @Rs 1000/- per day per complaint will be imposed by invoking this penalty clause.

## **Risk & Expense Clause**

- 27 (i) UIDAI reserves the right of termination of the contract at any time by giving one month notice, if the services are found unsatisfactory and also has the right to award the contract to any other AGENCY at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by UIDAI from his security deposit or pending bill or by raising a separate claim or by encashing Bank Guarantee.
- (ii) The Agency shall further ensure that all its employees are present every day. In case of any absenteeism, the agency should, without fail provide a substitute. Non-providing a substitute in the case of leave of any employee would attract a penalty of Rs.500/- (Rupees five hundred only) per day.

## **Arbitration**

28. In case of any dispute arising out of the terms and conditions of the agreement, the matter shall be settled by mutual consultations and negotiations. If attempts during negotiations do not yield any results within a period of 30 days, the matter will be referred to a Sole Arbitrator to be appointed by Regional Office of the Unique Identification Authority of India. The arbitration proceedings shall take place in the Regional office of the Unique Identification Authority of India, Hyderabad. The decision of the arbitrator will be final and binding on both the parties.

IN WITNESS WHEREOF, the UIDAI and the AGENCY have executed this agreement in duplicate, as of the date set forth above.

Accepted on behalf  
of the UIDAI

Accepted on behalf  
of the AGENCY

WITNESS:

1.

2.

PART-IV  
ANNEXURE  
TERMS & CONDITIONS OF CONTRACT  
(Annexure to Agreement)

- A. Duration and Effective date:** The duration of the Contract shall be for a period of one year from 1<sup>st</sup> September 2018 to 31<sup>st</sup> August, 2019. Based on the performance of the Contractor, the UIDAI at his discretion may extend the period of Contract for a further period not exceeding one year at the same rate, if agreed mutually.
- B. Scope of the work :** The scope of work shall include the following and shall be carried out by the contractor on all working days, Holidays, Sundays to ensure overall security of **Regional Office, UIDAI, Hyderabad(herein after called as customer) :**
- a. To provide security services personnel for round the clock security cover and manning of electronic security systems at customer's premises as per approved plan.
  - b. To provide effective supervision/ Monitoring of the Security Personnel deployed and services provided by them.
  - c. To guard, patrol, check during day and night and ensure that no theft, sabotage, pilferages, Trespassers, Accident, Nuisance, Disturbance of - Peace and Disorderliness etc, take place in and around the Customer's premises.
  - d. To take all preventive measures to avoid any incidence of Fire, Flooding or Accident occurring in and around the premises of the customer. However, in case of such an eventuality, suitable action shall be taken immediately for Fire fighting, floor control by informing the Fire Department and Designated Officer of UIDAI with alacrity and without any delay.
  - e. To man Entry point, regulate and check the flow of Men& Material,
  - f. To apprehend immediately any, Trespasser or person moving unauthorizedly and under suspicious circumstances, and deal as per law, in consultation with the Designated Officer of UIDAI to prevent any unwarranted activity.
  - g. To watch habitual offenders and mischief makers and inform the Designated Officer of UIDAI, if anything unusual is noticed.
  - h. To provide protection in case of assault or apprehension of assault to any employee of the customer.
  - i. To carryout search of personal items, holdings being taken out, frisking at the time of mustering out.
  - j. To seize goods or documents not found in order or suspected to be stolen and hand them over to the Designated Officer of UIDAI.
  - k. To maintain proper records & documents as required in connection with Security Services.
  - l. To receive orders and directions from the Designated Officer for the day to day performance of Security services and ensure proper implementation of security measures. The security personnel should position themselves at the entrance to the Regional Office, UIDAI.
  - m. Regulation, checking, reporting and recording the incoming and outgoing material to/from the premises as per challans and gate passes.
  - n. Regulation, checking, reporting and recording the incoming and outgoing personnel including Visitors, casual workers and employees.
  - o. Physical search of the employees including their belonging, Tiffin carriers while they go out of the premises with express permission of the Regional Office.
  - p. Restricting the entry of the unauthorized persons into the premises.
  - q. The Agency shall be responsible for opening/closing of the building and rooms as necessitated/directed by UIDAI on working and closed days.
  - r. The Agency shall ensure that water taps/lights/ACs are not left open/on after close of working hours on normal working days as well as on off days, as the case may be.
  - s. The Agency shall regulate courier services and other suppliers in case no other staff members are available.

- t. Keeping vigilance towards such information which is vital to the personnel of the premises.
- u. The security personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment installed at UIDAI office. A mock fire drill may be organized every time change of personnel takes place.
- v. Any other duty assigned by the UIDAI from the time to time pertaining to the personnel of the premises.

**C. Requirement of Security Personnel:** The contractor shall provide 4 (four) Security Guards, (three Security Guards, one for every shift of 08 hrs duration and one Security Guard for handling the rush of visitors visiting the Regional Office for various grievances during the office hours). A day shall consist of 03 shifts of 08 Hrs duty duration each. The contractor shall also ensure the following:

- a. The contractor shall maintain an Attendance Register for his Employees and shall rotate the Employees periodically.
- b. The contractor shall ensure that the assigned job is executed through their employees on their roll and under no circumstances casual employees shall be deployed to carry out the job nor shall they subcontract the job of providing security services to the Customer.
- c. The contractor shall *be* solely responsible for good conduct of the Security Guards. In case of misconduct or misbehavior by any of the employees, the contractor shall take immediate steps to replace them.
- d. The employees deployed by the contractor in the premises of the UIDAI Regional Office, Hyderabad shall be physically fit and able bodied with good eye sight and hearing power. They should be able to read, write and speak in Hindi, English and Local language and be mentally alert. They shall be within the age group of 21-45 years.
- e. The contractor shall issue proper uniform, shoe etc to all personnel for performance of the assigned job.
- f. The contractor shall provide Identity Cards with Photographs to his Employees. The character and antecedents of all personnel should be got verified and got cleared by the Contractor from Local Police Authorities of their native place. The personnel should be without any criminal record or linkages.
- g. The Contractor shall be liable for maintenance and upkeep of the Security Equipment, Accessories entrusted to them. The Equipment shall be operated and maintained by *the* Contractor with due care and diligence and he shall be responsible for the safe custody and its use.
- h. The Baggage of the Contractor's Employees shall not be permitted inside the premises of the UIDAI except those items or stores which are required for the performance of assigned duty, duly approved by the Designated Officer of the UIDAI.
- i. In case of any injury or loss of life to Contractor's men inside and outside the premises, it shall be the sole responsibility of the Contractor in respect for payment towards any Treatment or Compensation or Legal matters arising thereon. The payments towards Group Insurance shall be made by the Contractor.
- j. The Contractor's Employees should not involve themselves in any type of discussions, arguments, quarrels or fighting with any of the workers, staff or officers of UIDAI and shall always behave politely and firmly while attending to their duties. Any matter creating hindrance in performance of the duties shall be brought to the notice of the Designated Officer immediately.
- k. The Contractor's Employees shall not be allowed to participate in any union activities or agitations. Undesirable individuals will be replaced forthwith by the Contractor as and when directed by the Designated Officer of the UIDAI.

**D. ELIGIBILITY CRITERIA:**

- 1. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, empanelled/ registered with GeM and must possess the valid license under the Private Security Agencies (Regulation) Act 2005.
- 2. The Bidder shall have at least 2 years experience of providing Security services in Central Government offices/public sector undertakings/state government and having successfully completed work.

3. Proof of financial turnover for last three years, duly attested by CA
4. The bidder should have an office in Hyderabad.
5. There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency)/blacklisted by any other reputed departments.
6. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:
  - (a) Valid license issued under the Private Security Agencies (Regulation) Act, 2005.
  - (b) PF Registration
  - (c) ESI Registration
  - (d) Service Tax Registration.

**E. GENERAL INFORMATION FOR SUBMISSION OF BIDS :**

1. The initial period of contract shall be for 12 months. It may be extended by the mutual consent depending on performance of the Agency and at the discretion of DEPUTY DIRECTOR GENERAL, UIDAI, Regional Office –Hyderabad.
2. The interested agencies are required to submit the technical and financial bid separately in the format enclosed. The bids in sealed Cover-I containing “Technical Bid” and sealed Cover-II containing “Financial Bid” should be placed in a third sealed cover super scribed “Tender for Security Services” should reach UIDAI on or before **27<sup>th</sup> August 2018 at 15.00 hrs**. The bids shall be opened on the same day **at 16:00 hrs** in presence of the bidders or their authorized representatives who choose to remain present.
3. All the pages of the tender should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender.
4. A copy of the terms and conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms and conditions.
5. The bidder shall pay Bid Security (EMD) of **Rs.25,000/-** along with the technical bid by Demand Draft in favour of “PAO, UIDAI, RO, Hyderabad” drawn on any Nationalized Bank and payable at Hyderabad. Bids received without this shall stand rejected and shall not be considered. Further firms having NSIC registration are exempted from paying the cost of Tender Document as well as EMD.
6. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.
7. As a guarantee towards due performance and compliance of the contract work, the successful bidder (agency) will deposit an amount equal to 5% of Annual Contract value towards Security Deposit by bank guarantee.
8. The EMD deposited by successful agency will be adjusted towards Security deposit as demanded above. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited unless time extension has been granted by UIDAI.
9. The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the contract.
10. The bid shall be valid and open for acceptance of the Competent Authority of UIDAI for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder shall be entertained.
11. To assist in the analysis, evaluation and computation of the bids, the Authority may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
12. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate after complying with the provisions of Minimum Wages Act. In case two or more agencies are found to have quoted the same rates, the competent Officer authorized by UIDAI shall decide about the agency to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the Competent Authority shall be final.

13. The rate quoted should be consolidated and inclusive of Employer EPF contribution, ESI contribution, bonus, insurance, leave salary etc.
14. UIDAI shall reimburse the Agency to the extent of the amount of variation arising out of the upward revisions in minimum wages as per Labour Laws, above the rates mentioned in the contract and derived statutory obligations thereof provided the documentary evidence is produced by the Agency making such payments to that extent only.
15. DDG, UIDAI Regional Office-Hyderabad reserves the right to accept or reject any or all bids without assigning any reasons. DDG, UIDAI also reserves the right to reject any bid which in his opinion is non responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
16. The genuineness of the documents submitted by the agency alongwith the tender will be verified from the concerned issuing authority.

**F. Commercial Aspects:** The Commercial Aspects of the Contract shall be as follows:

**Security Deposit:** The Contractor shall submit Bank Guarantee or fixed deposit for an amount equal to 5% of the Contract value as Security Deposit at the time of accepting the Contract. The same shall be valid for a period of 60 days beyond the completion of the Contract.

**Price:** The Contract value per annum for providing round the clock security cover shall be paid on monthly basis. The Contractor shall not be entitled to any additional Payment on any account during the tenure of the Contract. The rate per month for each security personnel should be quoted and for four persons. The salary breakup details, statutory contributions/levies and Service charges by the firm are to be shown distinctly.

**Payments Terms:** The Contractor shall submit bills monthly at the end of every month for hiring of Security Personnel.

**G. Bills:** The Contractor shall submit Pre-receipted bill, in duplicate to the UIDAI who will certify completion of the work satisfactorily and arrange payment after deducting penalties, if any, and other Statutory Levies. The original copy of the Bill must be stamped with a Revenue Stamp and all copies be endorsed "Payment Received in full" and signed by the Contractor. The Contractor is required to acknowledge receipt of all cheques issued in his favour within 15 days from the date of receipt.

#### **H. Contract Management:**

- a. The UIDAI shall nominate a designated officer who shall ensure execution of the terms and conditions of the contract on behalf of the UIDAI.
  - b. For effective execution of the contract and conditions between the UIDAI and contractor, the contractor accredited representatives shall meet, and brief the designated officer and also take orders from him at least once in a week. The instructions of the designated officer shall be adhered to by the contractor and his employees, in all respects.
- I. **Penalty:** (i) In case of any damages or loss caused to the UIDAI's premises or property due to any default or failure on the part of the contractor to provide security services of the requisite standards or negligence of the contractor or his employees, the same shall be recoverable from the dues of the contractor in addition to the civil or criminal liabilities. In addition, penalty shall be levied for not carrying out any of the terms of the contract. The penalty shall be worked out by the UIDAI on the basis of unsatisfactory work. The decision of the UIDAI in this regard shall be final and binding on the Contractor.
- (ii) The Agency shall further ensure that all its employees are present every day. In case of any absenteeism, the agency should, without fail provide a substitute. Non-providing a substitute in the case of leave of any employee would attract a penalty of Rs.500/- (Rupees five hundred only) per day.
- J. In the event of any theft occurring in the premises of the Second Party during the pendency of this contract act and considering the round the clock security cover being provided by the Security Guards of the First party, it will be the unconditional responsibility of the First Party to

make good the resultant loss completely & wholly. Besides, it will also be the responsibility of the First Party to file a complaint with the civil police and liaise/follow-up with them in consultation with the Second Party for all aspects pertaining to speedy investigation of such cases and render any or all assistance as may be required.

**K. Special conditions of the Contract:**

- (i) **Training:** The Contractor should ensure that all Security Personnel deployed are adequately trained in all aspects of Security and are fully conversant with the provisions of "Official Secrets Act". Provision for one time training on the equipment shall be made by the UIDAI. Subsequently, the Contractor shall ensure that all the Security Personnel provided to the UIDAI are well conversant with the procedures and operation of the Security System, Equipment and Accessories installed at the premises of the UIDAI.
- (ii) **Inspection:** Inspection of the Security cover provided by the Contractor's Security personnel at each stage shall be carried out by the UIDAI's representatives.

**L. General Conditions of the Contract:**

1. The security services and provisions for the required manpower shall be 4 Security Guards. However, the above number and arrangement of deployment of the Security personnel is without prejudice to the right of Deputy Director General, UIDAI to deploy the security personnel in any other number or manner considered to be more suitable in the interest of the UIDAI. Therefore the requirement of the security guards may be increased or decreased.
2. The full particulars of the personnel to be deployed by the agency including their names mobile nos and addresses shall be furnished to UIDAI along with testimonials before they are actually deployed for the job.
3. The agency shall not deploy or shall discontinue deploying the person(s), if so desired by the Deputy Director General, UIDAI at any time without assigning any reason whatsoever.
4. A local representative of Agency shall be In-charge of the security system and shall be responsible for the efficient rendering of the service under the contract. The security 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 agency's responsibility under contract to the UIDAI.
5. The agency shall deploy security guards trained in all facts of security work, including fire fighting. The Agency shall provide necessary undertaking and documentary evidence in this regard.
6. The visitors shall be regulated as per instructions of the Deputy Director General, UIDAI and records thereof maintained as stipulated. Further, the visitors shall be attended with due courtesy.
7. A senior level representative of the Agency shall visit UIDAI premises at least once-a week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the UIDAI 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 their working.
8. The Agency shall ensure that any replacement of the personnel, as required by UIDAI 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 General, UIDAI at Agency's own cost.
9. 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.
10. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the UIDAI/Govt. of India/any State or any Union Territory.

11. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the concerned UIDAI 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.
12. The agency shall be solely responsible for the compliance to the provisions of various Labour and industrial laws, such as, Wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at UIDAI site or for any accident caused to them and UIDAI shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the UIDAI for whatever reason. The Agency shall also be responsible for the insurance of its personnel.
13. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to Deputy Director General, UIDAI and maintain liaison with the police. FIR will be lodged by UIDAI wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed. At the time of submission of monthly bill for payment, the agency should obtain a certificate from the Assistant (Stock In Charge)/Section Officer stating that “ there was no case of theft/loss reported”
14. The agency shall ensure that security staff appointed by them is fully loyal-to and assist the UIDAI during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of the UIDAI.
15. In case of any loss that might be caused to the UIDAI due to lapse on the part of the security personnel discharging security responsibilities will be borne by the Agency and in this connection, UIDAI shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to UIDAI besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the contractor, UIDAI shall have a right to terminate the contract forthwith 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 requires additional security strength on temporary or emergent basis, the agency will depute such security personnel under the same terms and conditions. For the same, a notice of two days will be given by the UIDAI. Similarly, if the security personnel deployed by the agency are found any time absent from duty or sleeping or found engaged in irregular activities, the UIDAI shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
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 an attested photocopy of the attendance record and enclose the same with the monthly bill.
19. The UIDAI 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 of local language, and preferably English and Hindi 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 non compliance/non-performance of the services according to the terms of the contract, UIDAI shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
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 against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or

- enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment/work in UIDAI premises/facility.
25. The decision of Deputy Director General, UIDAI in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
  26. In case of any dispute between the Agency and UIDAI, Deputy Director General, UIDAI shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Hyderabad.
  27. 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.
  28. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
  29. An agreement shall be signed with the successful bidder as per specimen enclosed.
  30. The Agency shall ensure that the wages of the security personnel quoted / paid by them shall not be less than those presently applicable under Minimum Wages notification as amended from time to time. All rates quoted should be inclusive of all allowances, and statutory levies, etc. The agency shall also ensure timely payment of wages as per the Payment of Wages Act, 1936. The Agency will not suo moto claim any increase in the wages or any other allowances during the contract period unless it has been duly notified by the government.
  31. UIDAI shall not be liable to pay any amount other than settled in the contract. Any payment under provisions of Workman Compensation Act 1923, ESI Act, 1948, Payment of Gratuity Act, 1972, Employees' Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Bonus Act, 1965 and/or any other statutory liability shall be made by the Agency and related challans / receipts must be enclosed with the monthly bill. The agency shall be solely responsible and liable for its personnel under the provisions of Contract Labour (Regulation & Abolition) Act 1970. A certificate to this effect will have to be submitted invariably every month in respect of manpower deployed by him. The certified copy of challans should be submitted along with the monthly bills of the ensuing month.
  32. The Agency shall invariably have to submit copy of challans / receipts of PF, ESI and Service Tax along with the bill for the following month in respect of the security personnel deployed at UIDAI premises. The agency should also submit copies of returns submitted to the ESIC / EPFO for the relevant contribution periods duly identifying the names of the security guards provided to UIDAI.
  33. After awarding the work contract, if the Security Agency fails to take over the charge from the present Security Agency on the given date/time, the offer of contract will automatically stand cancelled without any notice and the total earnest money will be forfeited.
  34. The successful tenderer shall provide the complete profile of all the Security Personnel so deployed by them - proof of educational qualification, date of birth and latest passport size photograph mobile number- for record within 15 (fifteen ) days of the issue of the work order/contract.
  35. Incomplete Tenders will be rejected. Any amendment and / or addition made to the Tender are not permissible after opening of the Tender. The Bid should be clearly filled or typed and signed in ink legibly giving full address of the tenderer. The tenderer should quote the price in figures as well as in words the amount tendered by him. Alteration if any, unless legibly attested by the tenderer with his full signature, shall invalidate the tender. The Tender should be duly signed by the authorised persons. In case there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.
  36. UIDAI reserves the right to pre-maturely terminate the agreement without assigning any reason by giving one month notice before the expiry of the contract period.

**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 breach of the Contract/Agreement.

**M. Subletting of Contract:** The contractor **shall not sublet, transfer or assign** the Contract or any part thereof without the written permission of the customer. In the event of the Contractor contravening this condition, the Customer shall be entitled to place the contract elsewhere on the Contractor's account at his risk and expense and

the contractor shall be liable for any loss or damage which the customer may sustain in consequence of or arising out of such replacing of the contract. The grant of permission in such cases shall not absolve or affect the obligation of the Contractor under this Contract.

**N. Secrecy:** the contractor shall ensure that all persons employed on any work in connection with this contract have noted that the Indian Official Secret Act, 1923 (XIX of 1923) applies to them and shall continue to so apply even after the termination or expiry of the Contract. These conditions shall also apply to the Sub contractor(s) of the Contract, if any.

**O. Short Closure Or Termination:** The contract may be short closed or terminated, at the discretion of the customer in case the contractor fails to provide services to the utmost satisfaction of UIDAI or any of the information provided by the contractor is found to be untrue. Or the contractor is found to have attempted to influence a person involved with the contract through unethical means. Notwithstanding any provisions contained herein, the customer may at any time after giving written notices terminate the contract in whole or in part by requiring the contractor to discontinue the performance of any or all the services or work mentioned herein, in which case the contractor shall have no claim against the customer all amounts due to the contractor on account of services already completed by the time of issue of termination letter, but the customer shall not be liable to any bonus ,damage or other claims of the contract for loss of expected profit. The contractor will have the right to terminate the contract in case of any change in the constitution of the Contractor's firm.

**P. Compliance with Statutory and other Regulations.**

- a) The contract shall be governed by the Laws of India.
- b) The Contractor / agencies shall in all matters arising in the performance of the Contract conform at their own expense, with the provisions of all Central or statues, Ordinances or Laws and the rules, regulation or bye-laws of any local or other duly constituted authority and shall keep the UIDAI indemnified against all the penalties and liabilities of every kind for breach of any such statue, ordinance , law, rule, regulation or bye-law, etc.

**Q. Jurisdiction:** The contract shall be deemed to have been at the place from where the work order is issued/ entered into agreement and only the courts of that place shall have jurisdiction to decide on any dispute arising out of the contract.

**R. Publicity:** No details are to be published as part of client list of any other means of any kind and no information regarding the contract to be shared with / handed over to any other agent, without prior written approval of the department.

**S. Force Majeure:** If either of the parties suffer delay in due execution of their contractual obligation due to the operation of one or more of the majeure events such as but not limited to, act of God, war, food, earthquake, strikes, lockouts , fire ,epidemics, riot, civil commotions Etc . the agreed time for the completion of respective obligations shall be extended by a period of the time equal to the period of the delay occasioned by such events. On the occurrence and cessation of any such event, the party affected thereby shall give notice in writing to the other party. Such notices to be given within 15 days of occurrence/cessation of the event concerned. If the force majeure conditions continue beyond 30 days the parties shall mutually decide about the future course of action.

- T. Arbitration.:** In the event of any dispute arising out of the contract, the same shall be referred to the sole arbitrator to be appointed by Regional Office, UIDAI. The award of the arbitrator shall be final and binding on both parties to the contract.
- U. Risk & Expense Clause:** UIDAI reserves the right to terminate the contract at any time by giving one month notice, if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered from the security deposit of the contractor or pending bill or by raising by a separate claim or by encashing Bank Guarantee.



4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Company / firm but shall in all respect and for all purposes be binding and operative until payment of all monies payable to The Employer in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or dispute having been raised by the Company / firm stopping or preventing or purporting to stop or prevent any payment by the bank to The Employer in terms hereof.
6. The amount stated in any notice of demand addressed by the Employer to the bank as liable to be paid to the Employer by the Company / firm or as suffered or incurred by The Employer on account of any losses or damages of cost, costs, charges and / or expenses shall be conclusive evidence of the amount so liable to be paid to The Employer of suffered or incurred by The Employer as the case may be and shall be payable by the bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the Company / firm arising up to and until midnight of.....
8. This guarantee shall be addition to any other guarantee or security whatsoever that The Employer may now or at any time any where may have in relation to the Company / firm's obligations/ or liabilities under and/ or in connection with the said contract, and The Employer shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which The Employer may have or obtain and no forbearance on the part of The Employer in enforcing or requiring enforcement of any other security shall have the effect or releasing the Bank from its full liability hereunder.
9. It shall not be necessary for the Employer to proceed against the said Company / firm before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the bank notwithstanding that any security which the Employer may have obtained or obtain from the Company / firm shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.
10. We the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said Company / firm or the said Bank shall not discharge our liability hereunder.
11. We. ....the said Bank further state that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/ difference pending between the parties before the arbitrator and/ or that any dispute is being referred to arbitration.
12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs.\_\_\_\_\_ /-(Rupees only) and this guarantee shall remain in force till .....and unless a claim is made on us within 3 months from that date, that is before ..... all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities thereunder.

Dated .....day of .....20 .  
 For and on behalf of Bank.

Issued Under Seal