

GOVERNMENT OF INDIA  
PLANNING COMMISSION  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA  
OFFICE OF THE DEPUTY DIRECTOR GENERAL  
TECHNOLOGY CENTRE  
BANGALORE

File No. UIDAI/TC/Admin 007/Tenders-Security Services/Blr\_\_ Date: 30.05.2013

**NOTICE INVITING TENDER**

**FOR  
SECURITY SERVICES  
FOR UIDAI TECHNOLOGY CENTRE-BANGALORE**

LAST DATE FOR SUBMISSION OF TENDER  
24.06.2013, @ 3.00 P.M.

**Sub:** Invitation on bid for Security Services for unique Identification Authority of India, Technology centre (UIDAI) Floor, Level 1, Block B, Salarpuria Touchstone, Opposite New Horizon Engg College, Marthahalli-Sarjapura Outer Ring Road, Bangalore-560103.

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Sealed Tenders are invited for providing Security Services at UIDAI, Level 1, Block B, Salarpuria Touchstone, Opposite New Horizon Engg College, Marthahalli-Sarjapura Outer Ring Road, Bangalore-560103.

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 information asked for, sign all the pages and submit the bid to the Assistant Director General (Admin) Level 1, Block B, Salarpuria Touchstone, Opposite New Horizon Engg College, Marthahalli-Sarjapura Outer Ring Road, Bangalore-560103.

**Contact Person : Deputy Director**

**Phone :** 080-42511212/42511200  
**e-mail :** maneesha.raman@gmail.com

### **CONTENTS OF TENDER DOCUMENT**

S.NO	Description of contents
1	Tender notice
2	Part I- Proforma of Technical Bid
3	Part II - Proforma of Financial Bid
4	Part III- Draft Agreement Format (to be made on Rs. 100/- Non-judicial stamp paper)
5	Annexure to Agreement – Part-IV A- Scope of work  B- Eligibility Criteria  C- Information and conditions of agreement  D- Terms and Conditions of agreement

Date of publication of tender.	30.05.2013
Last Date for tender related enquiries.	03.06.2013
Last Date & Time for Submission of Tenders.	24.06.2013 @ 3.00 PM
Time & Date of Opening Technical bid.	25.06.2013 @ 11.00 AM
Time & Date of opening commercial bid.	At a latter date.

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

**ON BEHALF OF President of India**, sealed tenders are invited under two-bid system from reputed and experienced agencies for providing Security Services at the given below address.

**UIDAI Technology Centre,  
Level 1,  
Block B, Salarpuria Touchstone,  
Opposite New Horizon Engg College,  
Marthahalli-Sarjapura Outer Ring Road,  
Bangalore – 560103.**

The 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 third sealed cover superscribed “**Tender for Security Services for UIDAI**” and should reach the office of Assistant Director General (Admin), UIDAI Technology Centre, Level 1, Block B, Salarpuria Touchstone, Opposite New Horizon Engineering College, Marthahalli-Sarjapura Outer Ring Road, Bangalore – 560103.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement are to be downloaded from UIDAI website [www.uidai.gov.in](http://www.uidai.gov.in). The bidders are required to pay tender document fee of Rs.500/- in the form of DD drawn on any Nationalized Bank in favour of “**CDDO, UIDAI**”, payable at Bangalore, along with their tender bid in the Cover-I “ Technical Bid”. Besides, the bidders are required to remit EMD of Rs.25, 000/- in the form of Demand Draft drawn on any Nationalized Bank in favour of “**CDDO, UIDAI**”, payable at Bangalore.

Any further clarifications and/or corrigendum(s) shall be communicated through Admin. Division.

**ADG (Admin)  
UIDAI, Technology Centre**

**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)**

1. Name & address of the Tenderer Organization/Agency with phone number, email and name 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 along with a certificate from the organisation for whom they have worked. <b>Note:</b> The genuineness of the documents submitted by the agency along with the tender will be verified from the concerned issuing authority.		In following format			
<b>Sl.No</b>	<b>Name of Organization with complete address and telephone numbers to whom services provided</b>	<b>From</b>	<b>To</b>	<b>Contracted Amount (Rs. Per Month)</b>	<b>Date of completion of contract/ Termination( Details may be given in form of enclosure mentioning the years)</b>
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. Without the license certificate the bid will be disqualified. 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,09-10 ,10-11 and 11-12.	
6. Please attach balance sheet of the company, duly certified by Chartered Accountant for last three (3) years, viz FY 09-10 ,10-11 and 11-12.	
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). In addition to the undertaking, the firm shall produce certificate/verification from local police station. Indicate any convictions in the past against the Company/firm/partner.	
11. Details of the DD of Rs.25, 000/- towards bid security (EMD) and a DD of Rs. 500/- (cost of tender document).  DD No. Date: Drawn on:	

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 No. \_\_\_\_\_
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)** : .....

**PART-II**

**PROFORMA FOR FINANCIAL BID**  
**(In sealed Cover-II super scribed "Financial Bid")**

Sl.No	Particulars	No. of persons	Rate in rupees per person per month	Total Amount (in Rs)
1	Security Guards (i) Civilian Security Guards (ii) Security Supervisors	06 01		
2	Extra Hours			
3	Add Service Tax			
4	Total Amount (in Rs) (Is not liable to change)			

**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:

- The vendor should ensure minimum wages as per Government orders while quoting.
- No other charges would be payable by Client.
- There would be no increase in rates during the Contract period. However the rates under Minimum wages act will be ensured.
- The rates arrived at and quoted by Bidder in Row 4 above will be considered as the price bid and will be payable to the selected bidder.

**(Signature of Tenderer with seal)**

**Name** : .....

**Seal** : .....

**Address** : .....

.....

**Phone No (O):** .....

**Fax No (O)** : .....

**E-mail** : .....

**Place** : .....

**Date** : .....

**(TO be made on Rs 100.00 Non judicial stamp paper)**

**DRAFT AGREEMENT FORMAT**

This agreement is made at Bangalore on the \_\_\_\_\_ day of \_\_\_\_\_ Two thousand twelve between UIDAI, Tech centre **acting through Shri \_\_\_\_\_**, **unique Identification Authority of India Technology centre Level 1, Block B, Salarpuria Touchstone, Opposite New Horizon Engg College, Marthahalli-Sarjapura Outer Ring Road, Bangalore -....103** (hereinafter called '**Client**' which expression shall, unless repugnant to the context or meaning therefore 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**' which expression unless repugnant to the context shall mean and include its successors-in-interest assign etc.) of the **Second Part.**

WHEREAS the '**Client**' is desirous to engage the '**Agency**' for providing Security Services for UIDAI Technology Centre the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc relating to security personnel deployed in UIDAI. The '**Client**' shall have no liability in this regard.
2. The agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at UIDAI site. The '**Client**' 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 '**Client**' reserves its right to:
  - a. Cancel/revoke the contract; and/or
  - b. Impose penalty upto 5% of the total annual value of contract.
6. Security deposit equal to 5% of the Annual contract value (refundable without interest after two months of termination of contract) in the form of Bank Guarantee shall be furnished by the '**Agency**' at the time of signing of the Agreement.
7. The '**Agency**' shall be fully responsible for timely monthly payment of wages and any other due to the personnel deployed in UIDAI site.
8. The security personnel provided by the '**Agency**' will not claim to become the employees of UIDAI Technology Centre and there will be no Employee and Employer relationship between the personnel engaged by the '**Agency**' for deployment in UIDAI site.
9. There would be no increase in rates payable to the '**Agency**' during the contract period.

10. The **'Agency'** also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
11. Decision of **'Client'** in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the **'Agency'**.
12. The **'Agency'** shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The **'Agency'** shall keep **'Client'** fully indemnified against liability of tax, interest, penalty etc. of the **'Agency'** in respect therefore, which may arise.
13. The agency should provide security services to the client at the same terms and conditions, even if there is a change in premises of the client during the contract period.
14. In case of any dispute between the **'Agency'** and **'Client'**, **'Client'** shall have right to decide. However, all matters of jurisdiction shall be at the local courts located at Bengaluru.

THIS AGREEMENT will take effect from \_\_\_\_\_ day of \_\_\_\_\_ Two thousand thirteen and shall be valid for one year.

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be here unto affixed/ (or have hereunto set their respective hands and seals) the day and year mentioned above in Bengaluru in the presence of the witness:

For and on behalf of the **'Agency'**

For and on behalf of the ' \_\_\_\_\_ '

Signature of the Authorized Official

Name of the Official

Stamp/Seal of the **'Agency'**

SIGNED, SEALED AND DELIVERED

By the said

By the said

\_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

On behalf of the **'Agency'** in presence of

On behalf of the ' \_\_\_\_\_ ' in presence of

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**ANNEXURE**  
**TERMS & CONDITIONS OF CONTRACT**  
(Annexure to Agreement)

**A. SCOPE OF WORK:**

Providing Security Services at **unique Identification Authority of India, Technology centre, Bengaluru** by deploying required number of Security Personnel.

1. The Agency shall provide Security services by deploying adequately trained and well-disciplined security personnel (civilian) who shall safeguard the UIDAI site, buildings, moveable and immovable assets, equipments and other items at the above address from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guest or any other persons working in its complex/premises.
2. The security personnel shall be deployed round the clock in 3 shifts at the UIDAI Technology Centre for safeguard of the premises.
3. The Agency shall be responsible for opening/closing of the building and rooms as necessitated/directed by UIDAI Technology Centre located at Marathahalli on working and closed days.
4. The Agency shall ensure that water taps/light/ACs are not left open/on after close of working hours on normal working days as well as on off days, as the case may be.
5. The Agency shall maintain records of inward and outward movement of men (Employees, Sub Contractor Personals and also regulation of guests, visitors), materials and vehicles, etc. with proper check on the same as per instructions given from time to time by Deputy Director General UIDAI located at Marathahalli, Bengaluru.
6. The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
7. The security personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment installed at UIDAI office. A mock fire drill may be organised every time change of personnel takes place.
8. The Agency shall keep the Client informed of all the matters of security and co-operate in the in the investigation of any incident relating to security.
9. The Agency shall regulate courier services and other suppliers in case no other staff members are available.

**B. ELIGIBILITY CRITERIA:**

1. The Bidder may be a proprietary firm, Partnership firm, Limited Company; corporate body legally constituted, empanelled/registered with DGR 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 Government office/Public sector undertaking/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 Bangalore.
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

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

1. The initial period of contract shall be for 12 months (one year). It may be extended by another one year with the mutual consent depending on performance of the Agency and at discretion of DEPUTY DIRECTOR GENERAL, UIDAI Technology Centre, Bangalore.
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 24.06.2013 @ 3.00 PM. The bids shall be opened on 25.06.2013 at 11.00 AM 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/- and Rs.500/- along with the technical bid by Demand Draft in favour of "CDDO, UIDAI, RO, Bangalore" drawn on any

Nationalized Bank and payable at Bangalore. Bids received without this shall stand rejected and shall not be considered.

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 10% 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 etc, bonus, insurance, leave salary etc.**
14. DDG, UIDAI Technology Centre Bangalore, reserves the right to accept or reject any or all bids without assigning any reason. DDG, UIDAI Technology Centre 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.

15. All the copies of the documents submitted alongwith the tender should be attested by a Class I Gazetted Officer of Central/State Govt.
16. The genuineness of the documents submitted by the agency alongwith the tender will be verified from the concerned issuing authority.

#### **D.TERMS AND CONDITIONS**

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

(UIDAI), Technology Centre Level 1, Block B, Salarpuria Touchstone, Opposite New Horizon Engg College, Marthahalli-Sarjapura Outer Ring Road, Bangalore – 560103.	}	6 Security Guards and 01 Supervisor
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However, the above number and arrangement of deployment of the Security personnel is without prejudice to the right of Deputy Director General, UIDAI Technology Centre to deploy the security personnel in any other number or manner considered to be more suitable in the interest of the UIDAI Technology Centre. Further, the agency should undertake to provide security services at the same terms and conditions, even if there is a change in the office premises of UIDAI Technology Centre, within the period of contract.

2. The full particulars of the personnel to be deployed by the agency including their names mobile nos and address shall be furnished to UIDAI Technology Centre 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 Technology Centre 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 served under the contract. The security personnel shall be equipped with latest communication systems/mobile and a walky-talky. 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 UIDAI.
5. The agency shall deploy security guards trained in all facets of security work, including fire fighting. The Agency shall provide necessary undertaking and documentary evidence in this regard.

6. The visitors shall be regulated as per instructions of the Deputy Director General or authorised officer of UIDAI Technology Centre procedure 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 Technology Centre 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 replacements of the personnel, as required by UIDAI Technology Centre 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 Technology Centre 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 of 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 Technology Centre 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 Technology Centre.
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 shall not be liable to bear any expenses 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 CDDO, 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 Technology Centre and maintain liaison with the police. FIR will be lodged by UIDAI Technology Centre wherever necessary. If need to, 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 Technology Centre 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 Technology Centre.
15. In case of any loss that might be caused to the UIDAI Technology Centre due to lapse on the part of the security personnel discharging security responsibilities will be borne by the Agency and in this connection, UIDAI Technology Centre shall have the right to deduct appropriate amount for 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 Technology Centre shall be within its 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 Technology Centre 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 Technology Centre. 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 Technology Centre 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 Technology Centre an attested photocopy of the attendance record and enclose the same with the monthly bill.
19. The UIDAI Technology Centre 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 the terms of the contract, UIDAITechnology Centre 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 outof 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 Technology Centre premises/facility.
25. The decision of Deputy Director General, UIDAI Technology Centre 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 UIDAITechnology Centre, Deputy Director General, UIDAI Technology Centre shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Bangalore.
27. In case of any dispute or difference 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 **suomoto**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 UIDAITechnology Centre premises. The agency should also submit copies of return submitted to the ESIC / EPFO for the relevant contribution periods duly identifying the names of the security guards provided to UIDAITechnology Centre.
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 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-from 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.
37. The agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages allowances, compensations, EPF ,Bonus, Gratuity, ESI etc. relating to personnel deployed by it at UIDAI site or for any accident caused to them shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the DDO, UIDAI HQ for whatever reason. The Agency shall also pay the wages to the Guards through their bank account and invariably furnish the records of payments etc. in a systematic way on monthly basis. The Agency shall also be responsible to the insurance of the 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, 1988
- (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

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.

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