

**GOVERNMENT OF INDIA
UNIQUE IDENTIFICATION AUTHORITY OF INDIA
REGIONAL OFFICE, DELHI**

No: D-11018/07/2010/UIDAI (RO-Delhi)/Housekeeping Date: 10/5/2013

**NOTICE INVITING TENDER FOR HOUSE KEEPING SERVICES FOR
UIDAI REGIONAL OFFICE PREMISES DELHI**

LAST DATE FOR SUBMISSION OF TENDER: 24/5/2013

Sub: Invitation to bid for House Keeping services for UNIQUE IDENTIFICATION AUTHORITY OF INDIA (UIDAI), REGIONAL OFFICE (RO) Delhi's new premises at Ground Floor, Pragati Maidan Metro Station, Pragati Maidan, New Delhi.

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Sealed Tenders are invited for providing Housekeeping Services for UIDAI, RO Delhi's new premises at Ground Floor, Pragati Maidan Metro Station, Pragati Maidan, New Delhi. The bidders are requested to go through the tender 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 Assistant Director General (Admin), UIDAI, Regional Office Delhi, Room 28, Hotel Janpath, Janpath, New Delhi- 110001.

Contact Person: A. K. Sharma
 Section Officer (Admin)
 UIDAI, Regional Office Delhi,
 Room 28, Hotel Janpath, Janpath,
 New Delhi- 110001
 Phone 011- 23747147
 Email: ashokkumar.uidai@gmail.com

CONTENTS OF TENDER DOCUMENT

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| 1. | Tender notice |
| 2. | Part I- Proforma for Technical Bid |
| 3. | Part II- Proforma for Financial Bid |
| 4. | Part III- Draft Agreement Format (to be made on Rs. 500/- Non-Judicial Stamp Paper). |
| 5. | Annexure to Agreement- Part IV |
| 6. | A- Scope of work. B- Eligibility Criteria. C- Information and conditions relating to Submission of Bids. D- Terms and Conditions of agreement. |
| 7. | Schedule of Requirement |
| 8. | Bank Guarantee bond template |

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|--|------------------------------|
| Date of publication of tender | :10/5/2013 |
| Last date for tender related enquiries | :23/5/2013 |
| Last Date & Time for Submission of Tenders | : 24/05/2013 at 1500 hrs |
| Time & Date of Opening of Technical Bid | : 24/05/2013 at 1530 hrs |
| Time & Date of Opening of Financial Bid | : to be announced separately |

TENDER NOTICE FOR HOUSE KEEPING SERVICES FOR UIDAI, RO, DELHI

1. UIDAI, RO, DELHI (hereinafter referred to as RO, Delhi) invites sealed tenders under two-bid system from reputed and experienced agencies for providing housekeeping services at the address given below.

**UIDAI, RO, DELHI
Ground Floor,
Pragati Maidan Metro Station,
Pragati Maidan,
New Delhi**

2. The contract shall commence from the date of signing of agreement. The contract will be initially for a period of one year, which may be extended further for a period of one year depending upon the requirement of RO Delhi.
3. **The tender document can be downloaded from the website of UIDAI at <http://www.uidai.gov.in>. The cost of tender document i.e. Rs. 500/- payable through Demand draft/ Pay Order drawn in favour of Pay and Accounts Officer, UIDAI should be submitted to the Administration Section before the closing date or at the time of submission of tender failing which the tender shall be rejected summarily**
4. The interested Agency may put the tender document complete in all respects along with **Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand only)** refundable without interest, in the form of demand draft from Nationalized Bank / Pay Order drawn in favour of **PAO, UIDAI up to 1500 hours on 24 May 2013** in the tender box kept at the UIDAI, Regional Office, Delhi, Room No. 28, Hotel Janpath, Janpath, New Delhi 110001. The tenders will not be accepted beyond the stipulated date and time under any circumstances what so ever.
5. 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 Housekeeping services for UIDAI, RO, DELHI"** and should reach the office of Assistant Director General (Adm.), Room No.28, Hotel Janpath, Janpath, New Delhi- 110001 on or before 24/5/2013, 1500 hrs.
6. The technical bids shall be opened on 24/5/2013 at 1530 hrs at the address mentioned above in the presence of bidders or their representatives who chose to be present. At the first stage the technical bids shall be analyzed by a technical committee constituted for the purpose. At the second stage financial bids of only technically acceptable offers shall be opened for which the date will be informed separately.

7. The RO Delhi reserves the right to cancel the tender at any time or amend / withdraw any of the terms and conditions contained in the Tender Document without assigning any reason, thereof.
8. Any further clarifications and/or corrigendum(s) shall be communicated through Admin. Division, RO, Delhi on the UIDAI website: uidai.gov.in

Asstt. Director General (Admin)
UIDAI, RO, Delhi.

**PART-I TENDER
DOCUMENT**

**UIDAI, RO, DELHI INVITES TENDER FOR PROVIDING 'HOUSE
KEEPING 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 registered office of Tenderer Organization/Agency in Delhi with phone number, email and name and telephone/mobile number of authorized person for contact. | | | | |
| 2. | Experience in the work of providing Housekeeping 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. (Note: The genuineness of the documents submitted by the agency along with the tender will be verified from the concerned issuing authority.) | In following format | | | |
| Sln0 | 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) 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). Indicate any convictions in the past against the Company/firm/partner. | |
| 11 | Details of the DD of Rs. 10,000/-towards bid security (EMD) and a DD of Rs. 100/-(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 | Rate per person/per month (In Rs) | Amount (in Rs) for Three |
|--------|--|-----------------------------------|--------------------------|
| 1 | For 3 Personnel | | |
| 2 | Add Service Tax | | |
| 3* | Cost of the material per month (Incl. of taxes) | | |
| 4 | Total Amount (in Rs) (Is not liable to change) | | |

(* cost of material will be reimbursed for actuals on submission of bills)

Amount in 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:

- 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. The amount should be written in words & figures.
- It is recommended that the firm shall make a visit to the premises to make an assessment of the area for the proposed work before submitting the quote for work.

Place :

Date :

(Signature of Bidder with seal)

Name :

Seal :

Address :

.....

Phone No (0) :

Fax No :

E-mail:

PART-III

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

DRAFT AGREEMENT FORMAT

1. This agreement for outsourcing of Housekeeping services is executed at New Delhi on the..... day of..... 2013 **between the Unique Identification Authority of India, Regional Office Delhi** (hereinafter called '**Client**') which expression shall, unless excluded by or repugnant to the context or meaning thereof, shall mean and include executors, assignees, legal representatives, heirs of the First Part.

AND

M/s. -----,
having its Registered Office at -----
(herein after referred to as "**The Agency**" which expression, unless repugnant to the context or meaning thereof, shall mean and include its assignees, nominees, agents & successors in interest of the Second Part.

2. WHEREAS, the 'Client' had floated tender enquiry No. on 10 May 2013, for outsourcing of Housekeeping services for 'Client'. The 'Client' 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. (Rupees.....) per month (inclusive of all taxes) as monthly service charges which include the cost of personnel and material (actual consumption) required for performance of services.
3. WHEREAS, on the basis of the said quotation, 'Client' has decided to accept the bid of the AGENCY for providing Housekeeping services as mentioned in schedule of requirement as annexure to this agreement.
4. The contract shall be governed by the Laws of India.
5. **Period of the contract:** The contract will be initially for a period of one year and will commence from date of signing of the contract. The 'Client', 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. **Performance Guarantee:** The AGENCY shall deposit amount equal to 5% of the Annual Contract Value as Performance Guarantee in the form of A/C Payee demand draft or bank Guarantee issued by a Nationalized or Scheduled Commercial Bank or Fixed Deposit Receipt (FDR) made in the name of the Agency but hypothecated to the PAO, UIDAI, New Delhi covering the validity for a period of sixty days beyond the period of contract. In case of non-submission of the same, the amount will be recovered in the bills preferred by the agency.

7. The AGENCY shall not be allowed to transfer, assign, pledge or sub- contract its rights and liabilities under this contract to any other agency without the prior written consent of the 'Client'.
8. The AGENCY will be bound by the details furnished by him to the 'Client'. The contract may be short closed or terminated, at the discretion of the 'Client' in case the Agency fails to provide services best of the satisfaction of 'Client' 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 involve with the contract through unethical means. Notwithstanding any provisions contained herein, 'Client' may at any time after giving written notice 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 'Client'. The Agency will have the right to the terminate the contract in case of any change in the constitution of the Agency's firm by giving one month written notice.
9. **Duties of the Firm & Scope of the Work:** The AGENCY shall ensure the following:
 - a. **T h e** general scope of the work has been defined in **Annexure-A** to this agreement.
 - b. **The** AGENCY shall ensure that the assigned job is not 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 housekeeping services to the 'Client'.
 - c. The AGENCY shall be solely responsible for good conduct of the housekeeping personnel. In case of misconduct or misbehavior by any of the employees, the AGENCY shall take immediate steps to replace them.
 - d. The employees deployed by the AGENCY in the premises of the 'Client' 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.
 - e. The AGENCY shall issue proper uniform etc to all personnel for performance of the assigned job.
 - f. The AGENCY shall provide Identity Cards with Photographs to its 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.
 - g. The baggage of the AGENCY's employees shall not be permitted inside the premises of the 'Client' except those items or stores which are required for the performance of assigned duty, duly approved by the Designated Officer of the 'Client'.

h. 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. 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 'Client' 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 'Client' Designated Officer.

k. For proper maintenance suitable cleaning material which are environmental friendly, not harmful to human and government property should be used.

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

11. 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 on the Client's premises. The persons deployed by the AGENCY in the UIDAI shall not have claims to any Employer.

12. 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.

13. 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.

Terms of Payment:

14. 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 on the Client's premises.

15. The AGENCY shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to Client 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 Client is put to any loss/obligation, monetary or otherwise, the Client 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.

16. 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.

17. 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 7th of every month. In case 7th day being a holiday wages should be paid on the preceding working day of the month.

18. 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, Client will deduct the dues and release the balance amount to the AGENCY.

19. Payments of the AGENCY would be strictly on certification by the Admin Division of the UIDAI that the services and attendance of the employees were found satisfactory.

20. In case Client receives any complaints regarding non-payment of salaries to the personnel deployed in Client the amount payable to the employee will be recovered from the bills of AGENCY and paid to such personnel.

21. **Penalty clause:** In case of any damages or loss caused to the Client premises or property due to any default or failure on the part of the AGENCY to provide housekeeping 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 Client on the basis of unsatisfactory work. The decision of the Client in this regard shall be final and binding on the AGENCY. Further whenever and wherever it is found that the cleanliness is not up to the mark, it will be brought to the notice of the supervisory staff of the AGENCY by Client and if no action is taken within one hour, penalty @Rs 500/- per day per complaint will be imposed by invoking this penalty clause.

22. **Risk & Cost:** Client 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 Client from his security deposit or pending bill or by raising a separate claim or by encashing Bank Guarantee.

23. **Arbitration:** 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 at conciliation 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, Delhi. The decision of the arbitrator will be final and binding on both the parties.

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

Accepted on behalf
of the Client

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 ___2013 to ___2013. Based on the performance of the Agency, the Client at its 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 Agency on all working days to ensure upkeep of UIDAI, Regional Office, Delhi (herein after called Client):

- a. To provide Housekeeping services at Client's premises as per Schedule of Requirement.
- b. To receive orders and directions from the Designated Officer for the day to day performance of housekeeping services and ensure proper upkeep of the premises.

C. Requirement of Housekeeping Personnel: The Agency shall ensure the following:

- a. The Agency shall maintain an attendance register for its employees and shall rotate the employees periodically.
- b. 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 housekeeping services to the Client.
- c. The Agency shall be solely responsible for good conduct of the housekeeping personnel. In case of misconduct or misbehavior by any of the employees, the Agency shall take immediate steps to replace them.
- d. The employees deployed by the Agency in the premises of the Client 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.
- e. The Agency shall issue proper uniform etc to all personnel for performance of the assigned job.
- f. The Agency shall provide identity cards with photographs to its 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.
- g. The baggage of the Agency's employees shall not be permitted inside the premises of the Client except those items or stores which are required for the performance of assigned duty, duly approved by the Designated Officer of the Client.

h. In case of any injury or loss of life to Agency's men 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. 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 Client 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 Client's Designated Officer.

k. For proper maintenance suitable cleaning material which are environmental friendly, not harmful to human and government property should be used.

D. ELIGIBILITY CRITERIA:

1. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, empanelled/ registered with DGR.

2. The Bidder shall have at least 2 years experience of providing housekeeping services in 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 Delhi.

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) PF Registration

(b) ESI Registration

(c) 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 discretion of DEPUTY DIRECTOR GENERAL, UIDAI, Regional Office – Delhi.

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 Housekeeping services" should reach UIDAI, RO, Delhi on or before 24/5/2013, 1500 hrs. The technical bids shall be opened on the same day at 1530 hrs in presence of the bidders or their authorized representatives who choose to remain present. Date of opening of financial bids will be announced separately.

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.10000/- and tender document fee of Rs.500/- along with the technical bid by Demand Draft in favour of "PAO, UIDAI, " drawn on any Nationalized Bank and payable at New Delhi. 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 5% of annual contract value towards performance security deposit by bank guarantee.

8. 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.

9. 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.

10. To assist in the analysis, evaluation and computation of the bids, the Client 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.

11. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and which 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 RO, Delhi 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.

12. The rate quoted should be consolidated and inclusive of Employer EPF contribution, ESI contribution etc, bonus, insurance, leave salary etc.

13. 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.

14. DDG, UIDAI Regional Office-Delhi reserves the right to accept or reject any or all bids without assigning any reasons and 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 the authorized signatory.

16. The genuiness 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:

a. **Security Deposit:** The Agency shall submit Bank Guarantee or fixed deposit for an amount equal to 5% of the annual contract value as Security Deposit at the time of accepting the Contract. The same shall be valid till satisfactory completion of the Contract.

b. **Price:** The Contract value per annum for providing housekeeping services shall be paid on monthly basis. The Agency shall not be entitled to any additional payment on any account during the tenure of the Contract. The rate per month for each housekeeping personnel should be quoted for three persons. The salary breakup details, statutory contributions/levies and service charges by the firm are to be shown distinctly. Material cost should be shown separately in the column provided in the financial bid. The amount shown in the material cost is the maximum admissible per month. To claim the material consumed for the purpose of housekeeping, original receipts of the material procured have to be submitted duly certified by the stores incharge of the UIDAI.

c. **Payments Terms:** The Agency shall submit bills for payment of monthly installments at the end of every month for hiring of security personnel. The payment shall be released by Client for 3 housekeeping personnel.

d. **Bills:** The Agency shall submit Pre-receipted bill, in duplicate to the Client 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 Agency..

G. Contract Management:

a. The Client shall nominate a designated officer who shall ensure execution of the terms and conditions of the contract on behalf of the Client.

b. For effective execution of the contract and conditions between the Client and Agency, the Agency accredited representatives shall meet, and brief the designated officer and also take orders from him at least once in the morning

and the evening. The instructions of the designated officer shall be adhered to by the Agency and his employees, in all respects.

H. Penalty : In case of any damages or loss caused to the Client's premises or property due to any default or failure on the part of the Agency to provide housekeeping services of the requisite standards or negligence of the Agency or his 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 Client on the basis of unsatisfactory work. The decision of the Client in this regard shall be final and binding on the Agency.

Further whenever and wherever it is found that the cleanliness is not upto the mark, it will be brought to the notice of the supervisory staff of the Agency by Client and if no action is taken within one hour, penalty @Rs 500/- per day per complaint will be imposed by invoking this penalty clause.

I. Training: The Agency should ensure that all housekeeping Personnel deployed are adequately trained in all aspects of housekeeping and are fully conversant with the provisions of "Official Secrets Act". Provision for one time training on the equipment shall be made by the Client. Subsequently, the Agency shall ensure that all the housekeeping personnel provided to the Client are well conversant with the procedures and operation of the housekeeping equipment and accessories installed at the premises of the Client.

J. Inspection: Inspection of the housekeeping provided by the Agency's housekeeping personnel at each stage shall be carried out by the Client's representatives.

K. General Conditions of the Contract:

1. The house keeping services and provisions for the required manpower shall be three persons. However, the above number and arrangement of deployment of the housekeeping personnel is without prejudice to the right of Deputy Director General, UIDAI, RO, Delhi to deploy the housekeeping personnel in any other number or manner considered to be more suitable in the interest of the Client. Therefore, the requirement of the housekeeping personnel may be increased or decreased.

2. The full particulars of the personnel to be deployed by the agency including their names mobile numbers and addresses shall be furnished to Client 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 Client at any time without assigning any reason whatsoever.

4. A local representative of Agency shall be in-charge and shall be responsible for the efficient rendering of the service under the contract. The housekeeping personnel shall be equipped with latest communication systems/mobile. While working at the premises of Client, they shall work under directives and guidance of officer designated by the Client and will be answerable to him. This will, however, not diminish in any way, the agency's responsibility under contract to the Client.

5. The agency shall deploy housekeeping personnel trained in housekeeping work. The Agency shall provide necessary undertaking and documentary evidence in this regard.
6. A senior level representative of the Agency shall visit Client 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 Client's 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.
7. The Agency shall ensure that any replacement of the personnel, as required by Client for any reason specified or otherwise, shall be effected promptly without any additional cost to the Client. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of Client at Agency's own cost.
8. The Agency shall provide good uniform with name badges to its personnel deployed at Client's site at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition.
9. 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.
10. The day-today functioning of the services shall be carried out in consultation with and under direction of the concerned officials of the Client.
11. 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 Client 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 UIDAI for whatever reason. The Agency shall also be responsible for the insurance of its personnel.
12. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to the Client 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"
13. In case of any loss that might be caused to the Client due to lapse on the part of the housekeeping personnel discharging housekeeping responsibilities will be borne by the Agency and in this connection, Client shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to Client besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the Agency, Client shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

14. In the event of any housekeeping 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.
15. As and when Client requires additional housekeeping on temporary or emergent basis, the agency will depute such housekeeping personnel under the same terms and conditions. For the same, a notice of two days will be given by the Client. Similarly, if the housekeeping personnel deployed by the agency are found any time absent from duty or sleeping or found engaged in irregular activities, the Client 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.
16. The agency shall arrange to maintain at the security desk/booth, the daily - wise attendance record of the housekeeping 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.
17. The UIDAI shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
18. 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.
19. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
20. In case of non-compliance/non-performance of the services according the terms of the contract, Client shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
21. The agency shall be solely liable for all payment/dues of the workers employed and deployed by it. The agency shall fully indemnify UIDAI against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment/work in Client premises/facility.
22. The decision of Deputy Director General, UIDAI in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
23. In case of any dispute between the Agency and Client, Deputy Director General, UIDAI shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at New Delhi.
24. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a sole Arbitrator to be appointed by UIDAI. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.
25. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
26. An agreement shall be signed with the successful bidder as per specimen enclosed.

27. The Agency shall ensure that the wages of the housekeeping 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 motto claim any increase in the wages or any other allowances during the contract period unless it has been duly notified by the government.

28. Client 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.

29. 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 Client 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 Client.

30. The successful tenderer shall provide the complete profile of all the Housekeeping 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.

31. 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.

32. 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 noncompliance shall be deemed as breach of the Contract/Agreement.

L. Subletting of Contract: The Agency shall not sublet, transfer or assign the Contract or any part thereof without the written permission of the Client. In the event of the Agency contravening this condition, the Client shall be entitled to place

the contract elsewhere on the Agency's account at his risk and expense and the Agency shall be liable for any loss or damage which the Client 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 Agency under this Contract.

M. Short Closure Or Termination: The contract may be short closed or terminated, at the discretion of the Client in case the Agency fails to provide services best of the satisfaction of Client or any of the information provided by the supplier is found to be untrue Or the Agency is found to have attempted to influence a person involve with the contract through unethical means. Notwithstanding any provisions contained herein, the Client 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 Client all amounts due to the Agency on account of services already completed by the time of issue of termination letter, but the Client 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.

N. Compliance with Statutory and other Regulations.

a) The contract shall be governed by the Laws of India.

b) The Agency /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 purchaser indemnified against all the penalties and liabilities of every kind for breach of any such statue, ordinance , law, rule, regulation or bye-law, etc.

O. 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.

P. 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.

Q. 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.

R. Arbitration: In the event of any dispute arising out of the contract, the same shall be referred to the sole arbitrator, Director General, UIDAI, Government of India or his nominee. The award of the arbitrator shall be final and binding on both parties to the contract.

S. Risk & Expense Clause: Client 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 by Client from his security deposit or pending bill or by raising by a separate claim or by encashing Bank Guarantee.

Schedule of Requirement

| Working Hours: 08.00 – 05.00 | | | | |
|------------------------------|--|-----------|-------------------------------|-----------|
| WORK SCHEDULE | | | | |
| S.NO | Area & Activity | Frequency | Frequency | Frequency |
| 1 | Office Area | | | |
| | Dust Bin Cleaning | Daily | | |
| | Sweeping &Mopping of floors | Daily | | |
| | Cleaning of Tables, Chairs, Workstations, Storage, Computers | Daily | | |
| | Cleaning of phones | Daily | | |
| | Cleaning of partitions | Daily | | |
| | Cleaning of Window edges | Daily | | |
| | Cleaning of Carpet area | | Weekly*(With Vacuum Cleaner) | |
| | Cob Web removal | | Weekly | |
| | Removing of Stains | | Weekly | |
| | Cleaning of Pantry room | Daily | | |
| 2 | Reception | | | |
| | Cleaning of Floor Dry & Wet Mopping | Daily | | |
| | Cleaning of Sofa, Table, Reception Table | Daily | | |
| | Cleaning of Dust Bin | Daily | | |
| | Cleaning of Glass Doors | Daily | | |
| 3 | Toilets | | | |
| | Cleaning of WC's | Daily | | |
| | Cleaning of washbasins | Daily | | |
| | Check working of exhaust fans | Daily | | |
| | Cleaning of Dustbins | Daily | | |
| | Cleaning of Floors | Daily | | |
| | Changing toilet rolls, Towels thorough checking of consumables | Daily | | |

***Provision and maintenance of Equipment such as Vacuum cleaner and others is the responsibility of the agency.**

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On stamp paper of appropriate value from any Nationalized Bank)

UNIQUE IDENTIFICATION AUTHORITY OF INDIA,
REGIONAL OFFICE, DELHI
GROUND FLOOR, PRAGATI MAIDAN METRO STATION,
PRAGATI MAIDAN
NEW DELHI

Dear Sir,

In consideration of UIDAI, RO, DELHI (hereinafter called as the Employer which expression shall include his successor and assigns having awarded to (here in after referred to as the said Company / firm or Company / firm' when expression shall wherever the subject of context so permits include its successors and assigns) a contract No. In terms inter alias, of the NIB's Letter No. dated. and the General Conditions of Contract and upon the condition of the Company / firm's furnishing security for the performance of the Company / firm's obligations and discharge of the Company / firm's liability under in connection with the said contract up to a sum of Rs /-. (Rupees Only) .

1. We.a banking company registered under the banking companies act 1949 and having our registered office at(here in after called "The Bank which expression shall include its successors and assigns) hereby jointly and severally undertake to guarantee the payment to The Employer in rupees forthwith on demand in writing and without protest of demur or any and all moneys anywise payable by the Company / firm to The Employer under in respect of or in connection with the side contract inclusive of all The Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys anywise payable in respect of the above to this guarantee up to an aggregate limit of Rs. /- (Rupees only).
2. We Bank further agree that The Employer shall be sole judge of and as to whether the said Company / firm has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by The Employer on account thereof and the decisions of The Employer that the said Company / firm has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by The Employer from time to time shall be final and binding on us.
3. The Employer shall be at liberty without reference to the bank and without affecting the full liability of the bank hereunder to take any other security in respect of the Company / firm's obligations and liabilities hereunder or to vary the contract or the work to be done there under vis-à-vis the Company / firm or to grant time or indulgence to the Company/ firm or to reduce or to increase or otherwise vary the prices of the total

contract value or to release or to forbear from enforcement of all or any of the security and/ or any other security (ies) now or hereafter held by the Employer and no such dealing (s) reduction (s) increase (s) or other indulgence (s) or arrangements with the Company / firm or release or forbearance whatsoever shall absolve the Bank of the fail liability to The Employer hereunder or prejudice the rights of The Employer against the bank.

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 started 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 tome anywise 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 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 tilland 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 relived of and discharged from our liabilities thereunder.

Datedday of20 .
For and on behalf of Bank.

Issued Under Seal